

**APPENDIX 4 – SHORT PART 1 FORM
DEFAULT SERVICE PROGRAM
REQUEST FOR PROPOSALS
PART 1 DATE: Wednesday, December 5, 2012**

PECO Energy Company (“Company” or “PECO”) is intending to obtain full requirements electric supply to meet a portion of its obligations as Default Service Provider through this Request for Proposals (“RFP”).

This Short Part 1 Form may only be used by an entity that has submitted a successful Part 1 Proposal in a previous solicitation under PECO’s second Default Service Program (“DSP II”). **In this first solicitation under DSP II, all prospective suppliers must use the Standard Part 1 Form. This Short Part 1 Form is issued for illustrative purposes only.**

Before completing this Part 1 Form, please review the RFP, including the Default Service Program Supply Master Agreement, so that you understand the conditions under which the RFP will be conducted. These documents are posted at www.pecoprocurement.com.

By submitting a Part 1 Proposal in response to this RFP, you are agreeing to all terms and conditions of this RFP.

Any information provided by an RFP Bidder in this Part 1 Proposal is provided on a confidential basis to the Independent Evaluator, and may be provided on a confidential basis to the Staff of the Pennsylvania Public Utility Commission. PECO representatives will review the information provided to fulfill the requirements of Section 2, Section 3, Section 6, and Section 7, and will participate in the evaluation of the creditworthiness of each RFP Bidder. Information regarding the content or status of any Part 1 Proposal will not be released publicly or to any individual Bidder during the evaluation process.

INSTRUCTIONS FOR PROPOSAL

RFP Bidders submit this Part 1 Form and all documents required herein to respond to the qualification standards for the RFP.

This Part 1 Form may be used to submit a Part 1 Proposal by all RFP Bidders that have submitted a successful Part 1 Proposal in a previous solicitation under DSP II.

Please complete all sections.

I. Part 1 Proposal Submission

An RFP Bidder must:

- Submit **two (2) original** completed Part 1 Forms (with original signatures);
- Submit **one (1) electronic copy** (on a CD via mail or by email to pecoprocurement@nera.com) of the completed Part 1 Form in **Microsoft Word**;
- Submit **one (1) copy** (one hard copy or one electronic copy on a CD via mail or by email to pecoprocurement@nera.com) of documents required to support the Part 1 Form as specified in Section 2, Section 3, and Section 6; and
- Manually insert the name of the RFP Bidder **on every page** of the Part 1 Form.

The completed Part 1 Proposal MUST be received by the Independent Evaluator no later than 12:00 PM (noon) EPT¹ on December 5, 2012 (the Part 1 Date) at:

NERA - Independent Evaluator
PECO Default Service Program RFP
1835 Market Street, Suite 1205
Philadelphia, PA 19103

Inquiries may be directed to the Independent Evaluator by:

- telephone (215) 568-0200
- fax (215) 568-9358
- through the “Ask a Question” page on the RFP Web site at www.pecoprocurement.com

Photocopies and facsimiles of completed forms will not be accepted under any circumstances.

¹ All times are Eastern Prevailing Times (“EPT”).

II. Part 1 Proposal Submission

Notifications

The Independent Evaluator sends you notifications by email or fax, at your option.

Confirmation

If your Part 1 Proposal is received by mail or email, a confirmation consisting of the first page of your Part 1 Form stamped with the time and the date that it was received will be sent to you. This confirmation of receipt will be sent after an initial review, either with a confirmation that your proposal is complete, or with a deficiency notice (see below). If your Part 1 Proposal is hand-delivered, a confirmation consisting of a photocopy of the first page of your Part 1 Form stamped with the time and the date that it was received will be provided to the deliverer.

Timing of Part 1 Proposal Review

The Part 1 Window opens at 8 AM on November 30, 2012 and closes at 12 PM (noon) on December 5, 2012. The last day of the Part 1 Window is called the Part 1 Date. The Independent Evaluator performs an initial review of all Part 1 Proposals during the Part 1 Window. Part 1 Proposals received prior to the Part 1 Window are processed at the opening of the Part 1 Window. Part 1 Proposals received during the Part 1 Window are processed on the day they are received. Proposals received after the Part 1 Window closes are late proposals and are not processed.

Incomplete Part 1 Proposals

If your Part 1 Proposal is incomplete or requires clarification, the Independent Evaluator will send a deficiency notice to you. You will have until noon on the Part 1 Date, or until 6 PM on the business day following the business day during which a deficiency notice is sent to you, whichever comes later, to respond. If you do not correct or adequately explain the deficiency within the time allowed, your Part 1 Proposal may be rejected and you may be unable to participate in the RFP. One copy of your Part 1 Form will be returned to you.

Late Part 1 Proposals

No late Part 1 Proposals will be accepted under any circumstances.

Part 1 Notification

Each RFP Bidder that submits a Part 1 Proposal will be notified by fax or email whether it met all qualification standards of this RFP no later than 6 PM on December 7, 2012 (the Part 1 Notification Date).

Name of RFP Bidder

RFP Bidders Under Agency Agreements

An RFP Bidder submitting a Proposal under an Agency Agreement is required to provide additional information in Section 6 of this Part 1 Form.

Foreign RFP Bidders and Foreign Entities

An RFP Bidder that has not been incorporated or otherwise formed under the laws of a state of the United States or of the District of Columbia (“Foreign RFP Bidder”), or an RFP Bidder that is relying on the financial standing of an entity (an RFP Guarantor or a Principal) that has not been incorporated or otherwise formed under the laws of a state of the United States or of the District of Columbia (a “Foreign Entity”) is required to provide additional information in Section 7 of this Part 1 Form.

SAMPLE ONLY

PART 1 FORM

Did you submit a successful Part 1 Proposal in a previous solicitation under DSP II?

yes

no

If yes, please **CONTINUE** filling out this form, beginning with “Contact Information and Representations” below.

If no, **STOP**. You cannot use this Short Part 1 Form. **You must use the Standard Part 1 Form** instead.

1. Contact Information and Representations

First Item: Name and Address of the RFP Bidder

Have the name and address of the RFP Bidder changed since you previously submitted this information?

yes

no

If no, please proceed to the next item below in this section, “Officer of the RFP Bidder”.

If yes, and the change is only to the legal name and address of the RFP Bidder please make all necessary corrections and provide evidence as described below. If there was a change in the corporate structure, through a merger for example, **please use the Standard Part 1 Form**.

IF THE LEGAL NAME OF THE RFP BIDDER HAS CHANGED, PLEASE PROVIDE EVIDENCE OF THE CHANGE OF NAME. PLEASE PROVIDE ONE COPY OF THE REQUESTED INFORMATION EITHER IN HARD COPY, OR ELECTRONICALLY ON A CD VIA MAIL OR BY EMAIL.

Legal Name of RFP Bidder

Street Address

City

State

Zip Code

Name of RFP Bidder

Second Item: Officer of the RFP Bidder and Designee

THE OFFICER OF THE RFP BIDDER MUST BE AVAILABLE TO MAKE ALL REPRESENTATIONS FOR THIS SOLICITATION.

1) Will the previously named Officer of the RFP Bidder be available to make all representations required by the Part 1 and Part 2 Proposal?

yes no

2) Is the contact information for the Officer of the RFP Bidder the same as was previously submitted?

yes no

3) Does the Officer of the RFP Bidder waive its option to designate a Designee for this solicitation?

yes no

If yes to ALL questions above, please proceed to the next item below in this section, "Representative of the RFP Bidder".

If you answered NO to the question 1), please name another individual as Officer of the RFP Bidder by filling the information below. The individual named as Officer of the RFP Bidder must be an officer, a director, or an individual otherwise authorized to undertake contracts (including the Default Service Program Supply Master Agreement) and bind the RFP Bidder. **If you answered NO to question 2)**, please make all necessary corrections below.

Last Name

Given Name(s)

Mr/Mrs/Ms/Dr/(other)

Title

Street Address

City

State

Zip Code

Telephone No.

Fax No.

Email Address

If you answered NO to question 3), please designate a Designee below.

Name of RFP Bidder

The Officer of the RFP Bidder may name a Designee. Either the Officer of the Bidder or the Designee must sign the Default Service Program Supply Master Agreement.

____ (the Officer of the RFP Bidder named above) hereby names _____, whose contact information is immediately below, to serve as the Designee. I certify that this individual is authorized to undertake contracts (including the Default Service SMA) and bind the RFP Bidder.

Signature of Officer

Date

Printed Name

CONTACT INFORMATION FOR THE DESIGNEE APPEARS BELOW.

Last Name

Given Name(s)

Mr/Mrs/Ms/Dr/(other)

Title

Street Address

City

State

Zip Code

Telephone No.

Fax No.

Email Address

Name of RFP Bidder

Third Item: Communications with the RFP Bidder

THE INDEPENDENT EVALUATOR SENDS NOTIFICATIONS BY FAX OR EMAIL AND DOCUMENTS BY SECURE FILE TRANSFER OR SAVED ON A CD SENT BY OVERNIGHT DELIVERY.

Do you want to change the manner in which you receive notifications and documents from the Independent Evaluator?

yes

no

If no, please proceed to the next item below in this section, "Representations of the Officer of the RFP Bidder".

If yes, please make all elections below.

- 1) Please elect the method by which the Independent Evaluator will provide notifications to the RFP Bidder and by which the RFP Bidder will respond to the Independent Evaluator. Such notifications include all notices assessing the completeness of the Part 1 Proposal or the Part 2 Proposal, as well as the Part 1 Notification and the Part 2 Notification.

fax

email

If the RFP Bidder elected to receive notifications by fax, please provide a fax number for the Representative of the RFP Bidder.

Fax No.

- 2) Please elect the method by which the Independent Evaluator will provide documents necessary for participation to the RFP Bidder. Such documents include the Default Service SMA documents, the confidential information required to submit Bids on the Bid Date, as well as any training materials prepared by the Independent Evaluator.

secure file transfer

overnight delivery service

NOTIFICATIONS SENT BY OVERNIGHT DELIVERY SERVICE WILL BE SENT TO THE ADDRESS PROVIDED FOR THE REPRESENTATIVE. ANY SUCH NOTIFICATION WILL BE DEEMED RECEIVED BY THE RFP BIDDER AT THE TIME OF DELIVERY OR TRANSMISSION, PROVIDED THAT WHERE DELIVERY OR TRANSMISSION OCCURS AFTER 6 PM ON A BUSINESS DAY OR OCCURS ON A DAY THAT IS NOT A BUSINESS DAY, RECEIPT WILL BE DEEMED TO OCCUR AT 9 AM ON THE FOLLOWING BUSINESS DAY. NOTIFICATIONS SENT BY EMAIL OR SECURE FILE TRANSFER WILL BE SENT TO THE EMAIL ADDRESS(ES) PROVIDED FOR THE REPRESENTATIVE AND IN ATTACHMENT 1 FOR AUTHORIZED INDIVIDUALS DESIGNATED TO RECEIVE COMMUNICATIONS.

Name of RFP Bidder

Third Item: Representative of the RFP Bidder

THE REPRESENTATIVE PREVIOUSLY NAMED MUST BE AVAILABLE DURING THIS SOLICITATION TO BE THE POINT OF CONTACT FOR THE INDEPENDENT EVALUATOR AND TO RECEIVE CORRESPONDENCE FROM THE INDEPENDENT EVALUATOR.

IF THE RFP BIDDER OPTED FOR COMMUNICATIONS BY EMAIL AND/OR SECURE FILE TRANSFER, THE REPRESENTATIVE MAY DESIGNATE UP TO THREE (3) OTHER AUTHORIZED INDIVIDUALS TO RECEIVE COMMUNICATIONS FROM THE INDEPENDENT EVALUATOR IN ADDITION TO THE REPRESENTATIVE. THE REPRESENTATIVE DESIGNATES EACH INDIVIDUAL BY COMPLETING THE NOMINATION FORM ATTACHED TO THE PART 1 FORM FOR EACH INDIVIDUAL. THIS IS NOT A REQUIREMENT OF THE PART 1 PROPOSAL AS THE REPRESENTATIVE MAY DESIGNATE SUCH NOMINEES AT ANY TIME.

1) Is the previously named Representative available to be the point of contact for the Independent Evaluator and to receive correspondence from the Independent Evaluator?

yes

no

2) Is the contact information for the Representative of the RFP Bidder the same as was previously submitted?

yes

no

If yes to BOTH questions, please proceed to the next item below in this section, "Representations of the Officer of the RFP Bidder".

If you answered NO to question 1), the Officer of the RFP Bidder must name a new Representative of the RFP Bidder and must provide all information requested below. The Officer of the RFP Bidder may name himself or herself as the Representative.

If you answered NO to question 2), please make all necessary corrections to the contact information for the Representative starting on the next page.

THIS REPRESENTATION OF THE OFFICER OF THE RFP BIDDER IS ONLY REQUIRED IF THE PREVIOUSLY NAMED REPRESENTATIVE WILL NOT BE AVAILABLE FOR THIS SOLICITATION AND THE OFFICER OF THE RFP BIDDER IS NAMING A NEW REPRESENTATIVE.

___ (the Officer of the RFP Bidder named above) hereby designates ___, whose contact information is immediately below, to serve as the Representative of the RFP Bidder.

Signature of Officer to name a new Representative

Date

Printed Name

Name of RFP Bidder

Last Name

Given Name(s)

Mr/Mrs/Ms/Dr/(other)

Title

Street Address

City

State

Zip Code

Telephone No.

Alternate Telephone No. (if available)

Email Address

Fax No.

Name of RFP Bidder

Fourth Item: Representations of the Officer of the RFP Bidder

WHETHER OR NOT THE RFP BIDDER HAS PREVIOUSLY QUALIFIED, THE FOLLOWING CERTIFICATIONS MUST BE SIGNED BY THE OFFICER OF THE RFP BIDDER AND THE SIGNATURE MUST BE NOTARIZED OR ATTESTED WITH THE CORPORATE SEAL.

I certify that:

- (1) I am an officer, a director, or an individual otherwise authorized to undertake contracts (including the Default Service Program Supply Master Agreement) and bind the RFP Bidder. This Part 1 Proposal will remain valid and remain in full force and effect until six (6) business days after the Bid Date.
- (2) To the best of my knowledge and belief, all information provided in this Part 1 Proposal is true and accurate.
- (3) If, for any reason or due to any circumstance, any information provided in this Part 1 Proposal changes or any previous certification fails to remain valid before the sixth business day after the Bid Date, I or the Representative will notify the Independent Evaluator of such changes as soon as practicable.

Signature of Officer

Date

Signature and Seal from Notary Public

Date

Name of RFP Bidder

2. Financial Requirements

PROVIDE ALL INFORMATION REQUESTED IN THIS SECTION 2 OF THIS PART 1 FORM.

First Item: Name of Entity on Whose Financial Standing the RFP Bidder is Relying

Has the entity on whose financial standing the RFP Bidder relies changed since the last solicitation for which the RFP Bidder was qualified?

yes

no

If yes, PLEASE USE THE STANDARD PART 1 FORM to submit your Part 1 Proposal.

If no, please proceed to the next question.

Is the legal name and address of the entity on whose financial standing the RFP Bidder relies provided in the Initial Status Notification correct?

yes

no

If yes, please proceed to the next item below in this section, "Financial Information".

If no, please make any needed correction below.

Legal Name of Entity

Street Address

City

State

Zip Code

The financial and credit information provided in the remainder of this section must pertain to the entity on whose financial standing the RFP Bidder is relying (the RFP Bidder, or an RFP Guarantor, or a Principal).

Name of RFP Bidder

Second Item: Financial Information

PLEASE PROVIDE THE REQUESTED INFORMATION EITHER IN HARD COPY, OR ELECTRONICALLY ON A CD OR BY EMAIL. IF PROVIDING HARD COPIES OF FINANCIAL STATEMENTS, ONE COPY IS SUFFICIENT.

IF THE RFP BIDDER IS RELYING ON ITS OWN FINANCIAL STANDING, AND IF FINANCIAL INFORMATION IS UNAVAILABLE FOR THE RFP BIDDER, THE RFP BIDDER MUST CLEARLY STATE THIS FACT IN SECTION 8 OF THIS PART 1 FORM. IF THE RFP BIDDER IS RELYING ON THE FINANCIAL STANDING OF ANOTHER ENTITY, FINANCIAL INFORMATION MUST BE AVAILABLE FOR THAT ENTITY.

The required financial information is the most recent quarterly financial information, including a balance sheet, income statement, cash flow statement, and any accompanying notes and schedules. If available, the most recent Securities and Exchange Commission (“SEC”) Form 10-Q or 10-K (whichever is more recent) must be submitted to fulfill this requirement.

If the SEC Form 10-Q or 10-K is unavailable, the RFP Bidder must submit the entity’s most recent quarterly, monthly, or bi-annual financial information accompanied by an attestation by the entity’s Chief Financial Officer (or equivalent position) that the information contained in the financial statements fairly presents in all material respects the financial condition and results of the operations of the entity. The requirements for this attestation are more specifically provided in Appendix 5 of the RFP Rules.

Please indicate here the information provided (check only one):

- SEC Form 10-Q or 10-K (most recent); or
- Other quarterly, monthly, or bi-annual financial information with an attestation of the Chief Financial Officer.

Name of RFP Bidder

Third Item: Credit Ratings

THE INITIAL STATUS NOTIFICATION THAT A PREVIOUSLY QUALIFIED RFP BIDDER RECEIVES FROM THE INDEPENDENT EVALUATOR PROVIDES THE CREDIT RATINGS FOR THE ENTITY ON WHOSE FINANCIAL STANDING THE RFP BIDDER LAST RELIED.

Are the credit ratings for the entity in the Initial Status Notification up-to-date and accurate?

yes

no

If yes, please proceed to Section 3, “Letters of Credit and Default Service Program Supply Master Agreement”.

If no, please fill in the information below.

1. Has the rating from S&P for the entity changed since the last solicitation?

yes

no

If yes, please provide:

- The entity’s rating ___
- The type of rating ___

2. Has the rating from Moody’s for the entity changed since the last solicitation?

yes

no

If yes, please provide:

- The entity’s rating ___
- The type of rating ___

3. Has the rating from Fitch for the entity changed since the last solicitation?

yes

no

If yes, please provide:

- The entity’s rating ___
- The type of rating ___

3. Letters of Credit, Guaranty and Default Service Program Supply Master Agreement

COMPLETE ALL INFORMATION REQUESTED IN THIS SECTION 3 OF THIS PART 1 FORM.

First Item: Pre-Bid Letter of Credit

Are you submitting a Draft Pre-Bid Letter of Credit?

yes no

An RFP Bidder may request modifications to the Standard Pre-Bid Letter of Credit that are non-material in nature, or that are advantageous to both PECO and the RFP Bidder. An RFP Bidder requests modifications to the Standard Pre-Bid Letter of Credit by submitting a Draft Pre-Bid Letter of Credit substantially in the form of the Standard Pre-Bid Letter of Credit indicating clearly any and all modifications to the Standard Pre-Bid Letter of Credit. A Draft Pre-Bid Letter of Credit that is not substantially in the form of the Standard Pre-Bid Letter of Credit will not be considered or evaluated.

ALL APPROVED MODIFICATIONS TO THE STANDARD PRE-BID LETTER OF CREDIT ARE POSTED TO THE RFP WEB SITE. EACH RFP BIDDER MAY USE ANY OF THE APPROVED MODIFICATIONS, REGARDLESS OF WHETHER THE RFP BIDDER ITSELF OR ANOTHER RFP BIDDER PROPOSED THE MODIFICATION.

<http://pecoprocedure.com/index.cfm?s=supplierInformation&p=documents>

THE DRAFT PRE-BID LETTER OF CREDIT MUST BE SUBMITTED ELECTRONICALLY, IN MICROSOFT WORD WITH TRACKED CHANGES, AND MAY BE SAVED TO A CD THAT IS INCLUDED WITH THIS PART 1 PROPOSAL, OR IT MAY BE EMAILED TO THE INDEPENDENT EVALUATOR AT PECOPROUREMENT@NERA.COM.

Second Item: Post-Bid Letter of Credit

Are you submitting a Draft Post-Bid Letter of Credit?

yes no

An RFP Bidder may request modifications to the Standard Post-Bid Letter of Credit that are non-material in nature, or that are advantageous to both PECO and the RFP Bidder. An RFP Bidder requests modifications to the Standard Post-Bid Letter of Credit by submitting a Draft Post-Bid Letter of Credit substantially in the form of the Standard Post-Bid Letter of Credit indicating clearly any and all modifications to the Standard Post-Bid Letter of Credit. A Draft Post-Bid Letter of Credit that is not substantially in the form of the Standard Post-Bid Letter of Credit will not be considered or evaluated.

THE DRAFT POST-BID LETTER OF CREDIT MUST BE SUBMITTED ELECTRONICALLY, IN MICROSOFT WORD WITH TRACKED CHANGES, AND MAY BE SAVED TO A CD THAT IS INCLUDED WITH THIS PART 1 PROPOSAL, OR IT MAY BE EMAILED TO THE INDEPENDENT EVALUATOR AT PECOPROUREMENT@NERA.COM.

ALL APPROVED MODIFICATIONS TO THE STANDARD POST-BID LETTER OF CREDIT ARE POSTED TO THE RFP WEB SITE. EACH RFP BIDDER MAY USE ANY OF THE APPROVED MODIFICATIONS, REGARDLESS OF WHETHER THE RFP BIDDER ITSELF OR ANOTHER RFP BIDDER PROPOSED THE MODIFICATION.

<http://pecoprocedure.com/index.cfm?s=supplierInformation&p=documents>

Name of RFP Bidder

Third Item: Information Needed to Prepare the Default Service Program Supply Master Agreement and its Exhibits

Are you a Default Supplier with PECO (i.e., you have a current and fully executed Default Service Program Supply Master Agreement with PECO for Bids approved by the Commission in a previous solicitation)?

yes

no

If yes, please proceed to the next item below in this section, "Certification on Pending Legal Proceedings".

If no, please continue filling in information for this item on the Default Service Program Supply Master Agreement. **THE INITIAL STATUS NOTIFICATION THAT A PREVIOUSLY QUALIFIED RFP BIDDER RECEIVES FROM THE INDEPENDENT EVALUATOR PROVIDES ALL INFORMATION NEEDED TO PREPARE THE DEFAULT SERVICE SMA FOR EXECUTION, INCLUDING ALL EXHIBITS, AND THE LAST ELECTIONS OF THE RFP BIDDER.**

Is the information, as provided in the Initial Status Notification, needed to prepare the Default Service SMA and all exhibits, including the last elections of the RFP Bidder, up-to-date and accurate?

yes

no

If yes, please proceed to the next item below in this section, "Certification on Pending Legal Proceedings".

If no, please make all necessary corrections below.

1. Under Section 12.3 of the Default Service Program Supply Master Agreement, the Seller may, in its sole discretion, add the following subsection 12.3(c). If you are correcting this election, please do so below.

12.3(c) *In order to avoid doubt regarding a commercially reasonable calculation for the purposes of calculating the Default Settlement Amounts by the Non-Defaulting Party, the quantity of amounts of Energy, Capacity and other services to have been provided under a Transaction for the period following the Early Termination Date (the "Termination Quantity") shall be deemed those quantity amounts that would have been delivered on an hourly basis had the Transaction been in effect during the previous calendar year, adjusted for such Default Service Load changes as have occurred since the previous calendar year. Nothing in this section shall limit the right of the Buyer when Seller is the Defaulting Party to replace Seller's Full Requirements Service obligation and the result of any Commission-approved procedure will be deemed to be commercially reasonable for purposes of calculating the Default Settlement Amounts and will be deemed to have been determined by reference to the Termination Quantity.*

Do you intend for subsection 12.3(c) to be included as part of the Default Service Program Supply Master Agreement?

yes

no

Name of RFP Bidder

2. If you are correcting the information used to complete Exhibit H (Form of Notice) to the Default Service SMA, please enter all corrections below.

(a) All Notices:

<i>Last Name</i>	<i>Given Name(s)</i>	<i>Mr/Mrs/Ms/Dr/(other)</i>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<i>Street Address</i>		
<input type="text"/>		
<input type="text"/>		
<i>City</i>	<i>State</i>	<i>Zip Code</i>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<i>Telephone No.</i>	<i>Fax No.</i>	
<input type="text"/>	<input type="text"/>	
<i>DUNS</i>	<i>Federal Tax I.D. Number</i>	
<input type="text"/>	<input type="text"/>	

(b) Invoices:

<i>ATTN:</i>		
<i>Last Name</i>	<i>Given Name(s)</i>	<i>Mr/Mrs/Ms/Dr/(other)</i>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<i>Telephone No.</i>	<i>Fax No.</i>	
<input type="text"/>	<input type="text"/>	

(c) Scheduling:

<i>ATTN:</i>		
<i>Last Name</i>	<i>Given Name(s)</i>	<i>Mr/Mrs/Ms/Dr/(other)</i>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<i>Telephone No.</i>	<i>Fax No.</i>	
<input type="text"/>	<input type="text"/>	

(d) Payments:

<i>ATTN:</i>		
<i>Last Name</i>	<i>Given Name(s)</i>	<i>Mr/Mrs/Ms/Dr/(other)</i>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<i>Telephone No.</i>	<i>Fax No.</i>	
<input type="text"/>	<input type="text"/>	

Name of RFP Bidder

(e) Wire Transfer:

Bank

ABA

ACCT

(f) Credit and Collections:

ATTN:

Last Name

Given Name(s)

Mr/Mrs/Ms/Dr/(other)

Telephone No.

Fax No.

(g) Additional Notices of an Event of Default to:

ATTN:

Last Name

Given Name(s)

Mr/Mrs/Ms/Dr/(other)

Telephone No.

Fax No.

Fourth Item: Ability to Perform

Are you a Default Supplier with PECO (i.e., you have a current and fully executed Default Service Program Supply Master Agreement with PECO for Bids approved by the Commission in a previous solicitation)?

yes

no

If yes, please proceed to the next item below in this section, "Information Needed to Prepare the Guaranty".

If no, the Officer of the RFP Bidder must sign the following certification.

I certify that the RFP Bidder has no pending legal proceedings or, to its knowledge, threatened legal proceedings against it or any of its affiliates that could materially adversely affect its ability to perform its obligations under the Default Service Program Supply Master Agreement and each Transaction Confirmation.

Signature of Officer

Date

Name of RFP Bidder

Fifth Item: Information Needed to Prepare the Guaranty

Is the RFP Bidder relying on the financial standing of an RFP Guarantor?

yes

no

If no, please proceed to Section 4, “Regulatory Representations”.

If yes, please continue to the following question:

Does the RFP Guarantor already have an existing guaranty *from a previous solicitation under this RFP* for the maximum amount of the Unsecured Credit Limit?

yes

no

If yes, please proceed to Section 4, “Regulatory Representations”.

If no, please continue to the following question:

THE INITIAL STATUS NOTIFICATION THAT A PREVIOUSLY QUALIFIED RFP BIDDER RECEIVES FROM THE INDEPENDENT EVALUATOR PROVIDES ALL INFORMATION NEEDED TO PREPARE THE GUARANTY FOR EXECUTION, INCLUDING THE LAST ELECTIONS OF THE RFP BIDDER.

Is the information, as provided in the Initial Status Notification, needed to prepare the Guaranty for execution including the last elections of the RFP Bidder, up-to-date and accurate?

yes

no

If yes, please proceed to the next item below in this section, “Optional Modifications to the Guaranty”.

If no, please make all necessary corrections below.

To correct the information regarding the RFP Guarantor, please use the fields below:

Name of RFP Guarantor

Whether the RFP Guarantor is a Corporation, Partnership, etc.

Jurisdiction under whose laws the RFP Guarantor is existing and organized .

Name of relevant and binding corporate organizational document, such as Declaration of Trust, Limited Liability Company Agreement, Articles of Incorporation and by-laws.

Name of RFP Bidder

To correct the information regarding the RFP Bidder, please use the fields below:

Whether the RFP Bidder is a Corporation, Partnership, etc.

Jurisdiction under whose laws the RFP Bidder is existing and organized .

To correct the name and contact information for the person to whom notices and other communications will be sent under the guaranty, please use the fields below:

Last Name

Given Name(s)

Mr/Mrs/Ms/Dr/(other)

Title

Company

Street Address

City

State

Zip Code

Phone Number

Fax

To correct the name and title of the person who will be signing the guaranty, please use the fields below:

Last Name

Given Name(s)

Mr/Mrs/Ms/Dr/(other)

Title

Name of RFP Bidder

Sixth Item: Optional Modifications to the Guaranty

Is the RFP Guarantor using the Form of Guaranty without any modifications and without electing any of the optional changes below?

yes no

If yes, please proceed to Section 4, "Regulatory Representations". **Do not** elect any modifications below.

If no, please indicate whether the RFP Guarantor is adopting each change. All such optional changes are shown in redline below.

SAMPLE ONLY

(Optional Change #1) Paragraph 1:

1. The Guarantor, as primary obligor and not merely as surety, hereby irrevocably and unconditionally guarantees the full and prompt payment when due (whether by acceleration or otherwise) of any sums due and payable by the Seller as a result of an Event of Default under the Agreement(s) (including, without limitation, indemnities, damages, fees and interest thereon, pursuant to the terms of the Agreement(s)). [Notwithstanding anything to the contrary herein, the maximum aggregate liability of the Guarantor under this Guaranty shall in no event exceed \$____, ~~less~~ excluding the value of other liquid securities posted by the Seller under the Agreement(s)] All such principal, interest, obligations and liabilities, collectively, are the "Guaranteed Obligations". This Guaranty is a guarantee of payment and not of collection.

Do you want to adopt optional change #1?

yes

no

(Optional Change #2) Paragraph 1:

1. The Guarantor, as primary obligor and not merely as surety, hereby irrevocably and unconditionally guarantees the full and prompt payment when due (whether by acceleration or otherwise) of any sums due and payable by the Seller as a result of an Event of Default under the Agreement(s) (including, without limitation, indemnities, damages, fees and interest thereon, pursuant to the terms of the Agreement(s)). [Notwithstanding anything to the contrary herein, the maximum aggregate liability of the Guarantor under this Guaranty shall in no event exceed \$____, less the value of other liquid securities posted by the Seller under the Agreement(s).] All such principal, interest, obligations and liabilities, collectively, are the “Guaranteed Obligations”. This Guaranty is a guarantee of payment and not of collection.

Do you want to adopt optional change #2?

yes no

(Optional Change #3) Paragraph 1:

1. The Guarantor, as primary obligor and not merely as surety, hereby irrevocably and unconditionally guarantees the full and prompt payment when due (whether by acceleration or otherwise) of any sums due and payable by the Seller as a result of an Event of Default under the Agreement(s) (including, without limitation, indemnities, damages, fees and interest thereon, pursuant to the terms of the Agreement(s)). [Notwithstanding anything to the contrary herein, the maximum aggregate liability of the Guarantor under this Guaranty shall in no event exceed \$____, less the value other liquid securities posted by the Seller under the Agreement(s).] All such principal, interest, obligations and liabilities, collectively, are the “Guaranteed Obligations”. This Guaranty is a guarantee of payment and not of collection. [For the avoidance of doubt, this Guaranty guarantees only payment obligations of Seller and does not guarantee physical delivery or, to the extent applicable, reporting obligations of Seller.](#)

Do you want to adopt optional change #3?

yes no

(Optional Change #4) Paragraph 1:

1. The Guarantor, as primary obligor and not merely as surety, hereby irrevocably and unconditionally guarantees the full and prompt payment when due (whether by acceleration or otherwise) of any sums due and payable by the Seller as a result of an Event of Default under the Agreement(s) (including, without limitation, indemnities, damages, fees and interest thereon, pursuant to the terms of the Agreement(s)). [Notwithstanding anything to the contrary herein, the maximum aggregate liability of the Guarantor under this Guaranty shall in no event exceed [\[\\$____\]](#), less the value of other liquid securities posted by the Seller under the Agreement(s).] All such principal, interest, obligations and liabilities, collectively, are the “Guaranteed Obligations”. This Guaranty is a guarantee of payment and not of collection.

Do you want to adopt optional change #4?

yes no

(Optional Change #5) Paragraph 1:

1. The Guarantor, as primary obligor and not merely as surety, hereby irrevocably and unconditionally guarantees the full and prompt payment when due (whether by acceleration or otherwise) of any sums due and payable by the Seller as a result of an Event of Default under the Agreement(s) (including, without limitation, indemnities, damages, fees and interest thereon, pursuant to the terms of the Agreement(s)). [Notwithstanding anything to the contrary herein, the maximum aggregate liability of the Guarantor under this Guaranty shall in no event exceed \$____, less the value of other liquid securities posted by the Seller under the Agreement(s).] All such principal, interest, obligations and liabilities, collectively, are the “Guaranteed Obligations”. This Guaranty is a guarantee of payment and not of collection. Guarantor's obligations and liability under this Guaranty shall be limited to payment obligations only and Guarantor shall have no obligation to perform under any Agreement, including, without limitation, to sell, deliver, supply or transport gas, electricity or any other commodity.

Do you want to adopt optional change #5?

yes no

(Optional Change #6) Paragraph 1:

1. The Guarantor, as primary obligor and not merely as surety, hereby irrevocably and unconditionally guarantees the full and prompt payment when due (whether by acceleration or otherwise) of any sums due and payable by the Seller as a result of an Event of Default under the Agreement(s) (including, without limitation, indemnities, damages, fees and interest thereon, pursuant to the terms of the Agreement(s)). [Notwithstanding anything to the contrary herein, the maximum aggregate liability of the Guarantor under this Guaranty shall in no event exceed \$____, less the value of other liquid securities posted by the Seller under the Agreement(s).] All such principal, interest, obligations and liabilities, collectively, are the “Guaranteed Obligations”. This Guaranty is a guarantee of payment and not of collection. By acceptance of this Guaranty, the Guaranteed Party agrees that this Guaranty replaces, supersedes and renders null and void the Guaranty dated [_____] from the Guarantor to the Guaranteed Party in the maximum aggregate liability of [_____] USD.

PLEASE NOTE that Optional Change #6 is only acceptable if the RFP Bidder has an existing outstanding guaranty with PECO from a previous solicitation under the Default Service RFP, and references such guaranty in the brackets above. Please note that the guaranty is only “accepted” once it is signed by PECO; if the RFP Bidder submits a guaranty with its Part 2 Proposal and incorporates the above modification, but the RFP Bidder does not win at the RFP in that solicitation, the submitted guaranty will be returned without a signature from PECO and the previous guaranty will remain in force.

Do you want to adopt optional change #6?

yes no

If yes, you must provide:

Date of Existing Guaranty

Amount of Existing Guaranty

(Optional Change #7) Paragraph 2:

2. The Guarantor hereby waives diligence, acceleration, notice of acceptance of this Guaranty and notice of any liability to which it may apply, and waives presentment and all demands whatsoever except as noted herein, notice of protest, notice of dishonor or nonpayment of any such liability, suit or taking of other action by Guaranteed Party against, and any other notice to [\(except as explicitly provided herein\)](#), any party liable thereon (including the Guarantor), filing of claims with a court in the event of the insolvency or bankruptcy of the Seller, and any right to require a proceeding first against the Seller.

Do you want to adopt optional change #7?

yes no

(Optional Change #8) Paragraph 4:

4. Subject to the terms and conditions hereof, the obligations of the Guarantor under this Guaranty are absolute, irrevocable and unconditional and, shall not be released, discharged or otherwise affected by: (a) any extension, renewal, settlement, compromise, waiver, consent, discharge or release by the Seller concerning any provision of the Agreement(s) governing any of the Guaranteed Obligations of the Seller; (b) the rendering of any judgment against the Seller or any action to enforce the same; (c) the existence, or extent of, any release, exchange, surrender, non-perfection or invalidity of any direct or indirect security for any of the Guaranteed Obligations; (d) any modification, amendment, waiver, extension of or supplement to any of the Agreement(s) or the Guaranteed Obligations agreed to from time to time by the Seller and the Guaranteed Party; (e) any change in the corporate existence (including its constitution, laws, rules, regulations or powers), structure or ownership of the Seller or the Guarantor, or any insolvency, bankruptcy, reorganization or other similar proceedings affecting the Seller, its assets or the Guarantor; (f) the existence of any claim, set-off or other rights which the Guarantor may have at any time against the Seller; [or](#) the Guaranteed Party, whether in connection herewith or in connection with any unrelated transaction; provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim; and (g) the invalidity, irregularity or unenforceability in whole or in part of the Agreement(s) or any Guaranteed Obligations or any instrument evidencing any Guaranteed Obligations or the absence of any action to enforce the same.

Do you want to adopt optional change #8?

yes no

(Optional Change #9) Paragraph 5:

5. [Until such time as the Guaranteed Obligations have been paid in full, the](#)~~The~~ Guarantor hereby irrevocably waives (a) any right of reimbursement or contribution, and (b) any right of salvage against the Seller or any collateral security or guaranty or right of offset held by the Guaranteed Party therefor.

Do you want to adopt optional change #9?

yes no

(Optional Change #10) Paragraph 11:

11. Subject to Paragraph 10, this Guaranty shall remain in full force and effect until all Guaranteed Obligations have been fully and finally performed, at which point it will expire. The Guarantor may terminate this Guaranty upon thirty (30) days prior written notice to the Guaranteed Party which termination shall be effective only upon receipt by the Guaranteed Party of alternative means of security or credit support, as specified in the Agreement(s) and in a form reasonably acceptable to the Guaranteed Party. Upon ~~the effectiveness of any~~ such expiration or termination, the Guarantor shall have no further liability under this Guaranty, except with respect to the Guaranteed Obligations arising or created prior to the time the expiration or termination is effective, which Guaranteed Obligations shall remain guaranteed pursuant to the terms of this Guaranty until finally and fully performed.

Do you want to adopt optional change #10?

yes no

(Optional Change #11) Paragraph 11:

11. Subject to Paragraph 10, this Guaranty shall remain in full force and effect until all Guaranteed Obligations have been fully and finally performed, at which point it will expire. The Guarantor may terminate this Guaranty upon thirty (30) days prior written notice to the Guaranteed Party which termination shall be effective only upon receipt by the Guaranteed Party of alternative means of security or credit support, as specified in the Agreement(s) and in a form reasonably acceptable to the Guaranteed Party. Upon the effectiveness of any such expiration or termination, the Guarantor shall have no further liability under this Guaranty, except with respect to the Guaranteed Obligations arising or created prior to ~~the time the~~ such expiration or termination ~~is effective~~, which Guaranteed Obligations shall remain guaranteed pursuant to the terms of this Guaranty until finally and fully performed.

Do you want to adopt optional change #11?

yes no

(Optional Change #12) Paragraph 12:

12. All payment demands, requests, instructions, notices and other communications hereunder shall be made at the addresses by hand delivery, by next day delivery service effective upon receipt, or by certified mail return receipt requested (effective upon scheduled weekday delivery day) or telefacsimile (effective upon receipt of evidence, including telefacsimile evidence, that telefacsimile was received).

Do you want to adopt optional change #12?

yes no

(Optional Change #13) Paragraph 13:

13. The Guarantor represents and warrants that: (a) it is duly organized and validly existing under the laws of the jurisdiction in which it was organized and has the power and authority to execute, deliver, and perform this Guaranty; (b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over the Guarantor is required on the part of the Guarantor for the execution, delivery and performance of this Guaranty except for those already made or obtained; (c) this Guaranty constitutes a valid and legally binding agreement of the Guarantor, and is enforceable against the Guarantor, except as such enforcement may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity; and (d) the execution, delivery and performance of this Guaranty by the Guarantor have been and remain duly authorized by all necessary corporate or comparable action and do not contravene any provision of its Articles of Incorporation and by-laws or any law, regulation or contractual restriction binding on it or its assets.

Do you want to adopt optional change #13?

yes no

(Optional Change #14) Paragraph 14:

14. This Guaranty and the rights and obligations of the Seller and the Guarantor hereunder shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania. The Guarantor and Guaranteed Party jointly and severally agree and irrevocably submit to the exclusive jurisdiction of state and federal courts located in the Commonwealth of Pennsylvania over any disputes arising or relating to this Guaranty and waive and agree not to assert as a defense any objections to such venue ~~or~~, including the defense of inconvenient forum.

Do you want to adopt optional change #14?

yes no

(Optional Change #15) Paragraph 14:

14. This Guaranty and the rights and obligations of the Seller and the Guarantor hereunder shall be construed in accordance with and governed by the laws of the ~~Commonwealth of Pennsylvania~~ State of New York. The Guarantor and Guaranteed Party jointly and severally agree and irrevocably submit to the exclusive jurisdiction of state and federal courts located in the Commonwealth of Pennsylvania over any disputes arising or relating to this Guaranty and waive and agree not to assert as a defense any objections to venue or inconvenient forum.

Do you want to adopt optional change #15?

yes no

Name of RFP Bidder

(Optional Change #16) Paragraph 17:

~~17. If the Guarantor is a trust: no trustee of the Guarantor shall be held to any liability whatsoever for any obligation under this Guaranty, and this Guaranty shall not be enforceable against any such trustee in their or its, his or her individual capacities or capacity; and this Guaranty shall be enforceable against the trustees of the Guarantor only as such, and every person, firm, association, trust or corporation having any claim or demand arising under this Guaranty and relating to the Guarantor or any trustee of the Guarantor shall look solely to the trust estate of the Guarantor for the payment or satisfaction thereof.~~

You may only adopt optional change #16 if the Guarantor is not a trust. Do you want to adopt optional change #16?

yes no

If yes, the Representative of the RFP Bidder or the Officer of the RFP Bidder must make the following representations:

I certify that the Guarantor, on whose financial standing the RFP Bidder will be relying, is not a trust.

Signature of Officer or Representative

Date

Name of RFP Bidder

(Optional Change #17) Closing Paragraph and Signature Block:

IN WITNESS WHEREOF, the Guarantor and the Guaranteed Party have caused this Guaranty to be executed and delivered as of the date first written above to be effective as of the earliest effective date of any of the Agreement(s).

Accepted and Agreed to:

[GUARANTOR]

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

PECO ENERGY COMPANY

Signature: _____

Name: _____

Title: _____

Date: _____

Do you want to adopt optional change #17?

yes

no

(Optional Changes #18, #19 & #20): If the RFP Bidder wishes to add an Additional Guarantor to the Standard Form of Guaranty, all three changes below must be made.

Do you want to adopt optional changes #18, #19 & #20?

yes no

If **yes**, you must provide:

Name of Additional Guarantor

Place of Incorporation of Additional Guarantor

(Optional Change #18) Preamble:

THIS GUARANTY (this "Guaranty"), dated as of _____, 20____, is made by _____ (the "Guarantor"), a _____ organized and existing under the laws of _____ [a state of the United States or of the District of Columbia] and _____ (the "Additional Guarantor"), a _____ organized and existing under the laws of _____ [a state of the United States or of the District of Columbia], in favor of PECO Energy Company (the "Guaranteed Party"), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania. Terms not defined herein shall have the meanings given to them in the Default Service Program Supply Master Agreement dated _____, 20__ (as amended, modified or extended from time to time, the "Agreement(s)"), between the Guaranteed Party and _____, a _____ organized and existing under the laws of _____ (the "Seller"). This Guaranty is made by Guarantor in consideration for, and as an inducement for the Guaranteed Party to enter into, the Agreement(s) with the Seller. Guarantor, subject to the terms and conditions hereof, hereby unconditionally, irrevocably and absolutely guarantees to the Guaranteed Party the full and prompt payment when due, subject to any applicable grace period, of all payment obligations of the Seller to the Guaranteed Party arising out of the Agreement(s). Without limiting the generality of the foregoing, Guarantor further agrees as follows:

(Optional Change #19) Additional Paragraph:

18. Additional Guarantor joins this Guaranty and agrees to be jointly and severally liable with Guarantor for each and all of the obligations and responsibilities of the Guarantor pursuant to this Guaranty. Guarantor agrees and acknowledges that Additional Guarantor has assumed the obligations described in this Paragraph 18 and that such assumption in no way limits or restricts Guarantor's obligations hereunder or Guaranteed Party's rights to enforce said obligations.

(Optional Change #20) Closing Paragraph and Signature Block:

IN WITNESS WHEREOF, the Guarantor and the Additional Guarantor and the Guaranteed Party have caused this Guaranty to be executed and delivered as of the date first written above to be effective as of the earliest effective date of any of the Agreement(s).

Accepted and Agreed to:

[GUARANTOR]

Signature: _____

Name: _____

Title: _____

Date: _____

[ADDITIONAL GUARANTOR]

Signature: _____

Name: _____

Title: _____

Date: _____

PECO ENERGY COMPANY

Signature: _____

Name: _____

Title: _____

Date: _____

Name of RFP Bidder

4. Regulatory Representations

Are you a Default Supplier with PECO (i.e., you have a current and fully executed Default Service Program Supply Master Agreement with PECO for Bids approved by the Commission in a previous solicitation)?

yes no

If yes, please proceed to Section 5, “Additional Representations”.

If no, please make the following certification.

FERC Authorization

A copy of the FERC Order granting authority to make sales at market-based rates in PJM is not required; however, PECO may request a copy of this Order if the RFP Bidder becomes a Default Supplier.

I certify that the RFP Bidder has FERC authorization to make sales of energy, capacity, and ancillary services at market-based rates in PJM. I acknowledge that although a copy of the FERC Order granting such authority is not required, PECO may request a copy of this Order if the RFP Bidder becomes a Default Supplier.

Signature of Officer

Date

Name of RFP Bidder

5. Additional Representations

THIS CERTIFICATION MUST BE SIGNED BY THE OFFICER OF THE RFP BIDDER.

I certify that the RFP Bidder is not part of a bidding agreement, a joint venture for purposes of participating in any solicitation for this RFP, a bidding consortium, or any other type of agreement related to bidding in any solicitation of these RFPs.

Signature of Officer

Date

An RFP Bidder found to be acting in concert with another RFP Bidder may be disqualified by the Independent Evaluator.

Name of RFP Bidder

6. RFP Bidders Under Agency Agreements

Is the RFP Bidder submitting a Proposal under an Agency Agreement?

yes

no

If no, please proceed to Section 7, “Foreign RFP Bidders and Foreign Entities”.

If yes, please continue and fill in all required information in this Section.

First Item: Certifications

THE OFFICER OF THE RFP BIDDER MUST MAKE THE FOLLOWING REPRESENTATION.

I certify that I have the authority to bind the Principal(s).

Signature of Officer

Date

Second Item: Principals and Agency Agreement

THE INITIAL STATUS NOTIFICATION THAT A PREVIOUSLY QUALIFIED RFP BIDDER RECEIVES FROM THE INDEPENDENT EVALUATOR PROVIDES THE NAME OF EACH PRINCIPAL.

1) Is the information regarding the Principals in the Initial Status Notification up-to-date and accurate?

yes

no

2) Can the RFP Bidder confirm that there have been no changes to the Agency Agreement?

yes

no

If yes to BOTH questions, please proceed to the next item below in this section, “Draft Officers’ Certificate”.

If no to question 1) please make all necessary corrections below.

If no to question 2), please provide one copy of the Agency (either in hard copy or electronically on a CD via mail or by email) with this Part 1 Proposal.

Name of Principal or Principals

--

Name of RFP Bidder

Third Item: Draft Officers' Certificate

The RFP Bidder may, but is not required to, submit a draft Officers' Certificate for evaluation. If a draft Officers' Certificate is submitted for evaluation, the Independent Evaluator will inform the RFP Bidder of any changes required.

Is the RFP Bidder submitting a draft Officers' Certificate?

yes

no

SAMPLE ONLY

Name of RFP Bidder

7. Foreign RFP Bidders and Foreign Entities

Is the RFP Bidder a Foreign RFP Bidder?

yes no

Is the RFP Bidder relying on the financial standing of a Foreign Entity (RFP Guarantor or Principal)?

yes no

If no to both questions, please proceed to Section 8, “Justification of Omissions”.

If yes to one or both of these questions, please complete all information required in this section.

First Item: Evidence of Creditworthiness

In addition to supplying all required information and documents under Section 2 of this Part 1 Form, a Foreign RFP Bidder or an RFP Bidder relying on the financial standing of a Foreign Entity may provide any additional evidence of creditworthiness for the Foreign RFP Bidder or the Foreign Entity so as to provide PECO with comparable assurances of creditworthiness as is applicable for an entity that has been incorporated or otherwise formed under the laws of a state of the United States or of the District of Columbia.

Are you submitting additional evidence of creditworthiness for the Foreign RFP Bidder or for a Foreign Entity on whose financial standing the RFP Bidder relies?

yes no

Second Item: Draft Documents

The Officer of the RFP Bidder has previously acknowledged additional documents are required with the Part 2 Proposal for unsecured credit to be granted under the terms of the Default Service Program Supply Master Agreement. The RFP Bidder may, but is not required to, submit a draft of these documents, in hard copy or electronically on a CD via mail or by email, with its Part 1 Proposal.

Are you submitting draft of any of these additional documents for evaluation?

yes no

If no, please proceed to Section 8, “Justification of Omissions”.

If yes, please check all that apply:

FOR FOREIGN RFP BIDDERS:

Draft legal opinion of outside counsel qualified to practice in the foreign jurisdiction that the Default Service Program Supply Master Agreement is binding. Exhibit G to the Default Service Program Supply Master Agreement includes a sample of this legal opinion.

Draft sworn certificate of the corporate secretary (or similar officer) of the Foreign RFP Bidder that the person executing the Default Service Program Supply Master Agreement is so authorized and that its governing board has approved the execution of the Default Service Program Supply Master Agreement.

Draft sworn certificate of the corporate secretary (or similar officer) of the Foreign RFP Bidder that its governing board has authorized the execution of agreements of the same type as the Default Service Program Supply Master Agreement in the past.

FOR RFP BIDDERS RELYING ON THE FINANCIAL STANDING OF AN RFP GUARANTOR THAT IS A FOREIGN ENTITY:

Draft legal opinion of outside counsel qualified to practice in the foreign jurisdiction that the guaranty pursuant to the Default Service Program Supply Master Agreement is binding. Exhibit G to the Default Service Program Supply Master Agreement includes a sample of this legal opinion.

Draft sworn certificate of the corporate secretary (or similar officer) of the RFP Guarantor that the person executing the guaranty is so authorized and that its governing board has approved the execution of the guaranty pursuant to the Default Service Program Supply Master Agreement.

Draft sworn certificate of the corporate secretary (or similar officer) of the RFP Guarantor that its governing board has authorized the execution of a guaranty of the same type as the guaranty pursuant to the Default Service Program Supply Master Agreement in the past.

FOR RFP BIDDERS SUBMITTING A PROPOSAL UNDER AN AGENCY AGREEMENT WITH A PRINCIPAL THAT IS A FOREIGN ENTITY:

Draft legal opinion of outside counsel qualified to practice in the foreign jurisdiction that the Default Service Program Supply Master Agreement is binding. Exhibit G to the Default Service Program Supply Master Agreement includes a sample of this legal opinion.

Draft sworn certificate of the corporate secretary (or similar officer) of the Principal that its governing board has authorized the execution of agreements of the same type as the Default Service Program Supply Master Agreement in the past.

Name of RFP Bidder

8. Justification of Omissions

If you are unable to provide all documents or information required with this Part 1 Form, please justify fully any omissions in the space provided below.



Checklist

This is a checklist of documents that must be included in the Part 1 Proposal.

- Two (2) originals** of the completed Part 1 Form (with original signatures and original notarized signatures where required) *[Instructions]*
- One (1) copy** (electronically on a CD via mail or by email) of the completed Part 1 Form in **Microsoft Word**;
- One (1) copy** (hard copy or electronically on a CD via mail or by email) of evidence of a change of name if the legal name of the RFP Bidder has changed. *[Section 1]*

For the entity (the RFP Bidder, a Guarantor, or a Principal) on whose financial standing the RFP Bidder relies:

- One (1) copy** (hard copy or electronically on a CD via mail or by email): most recent SEC Form 10-Q or 10-K (whichever is more recent); if unavailable, the most recent quarterly, monthly or bi-annual financial information accompanied by an attestation by the entity's Chief Financial Officer (or equivalent position) that the information contained in the financial statements fairly presents in all material respects the financial condition and results of the operations of the entity. *[Section 2]*

This is a checklist of optional documents that the RFP Bidder may use to prepare the Part 1 Proposal:

- One (1) copy** (electronically on a CD via mail or by email): Draft Pre-Bid Letter of Credit. *[Section 2]*
- One (1) copy** (electronically on a CD via mail or by email): Draft Post-Bid Letter of Credit. *[Section 2]*
- One (1) copy** (hard copy or electronically on a CD via mail or by email): Documentation showing the name of the rating agency, the type of rating, and the rating of the entity, if not submitted in a previous RFP *[Section 2]*

An RFP Bidder submitting a Proposal under an Agency Agreement may provide the Agency Agreement if it has changed. Such RFP Bidder may also provide the following draft document for evaluation:

- One (1) copy** (hard copy or electronically on a CD via mail or by email): Draft Officers' Certificate. *[Section 6]*

An RFP Bidder submitting a Proposal under an Agency Agreement with a Principal that is a Foreign Entity may also provide the following draft documents for evaluation:

- One (1) copy** (hard copy or electronically on a CD via mail or by email): Draft legal opinion of outside counsel qualified to practice in the foreign jurisdiction that the Default Service Program Supply Master Agreement is binding. [Section 7]
- One (1) copy** (hard copy or electronically on a CD via mail or by email): Draft sworn certificate of the corporate secretary (or similar officer) of the Principal that its governing board has authorized the execution of agreements of the same type as the Default Service Program Supply Master Agreement in the past. [Section 7]

A Foreign RFP Bidder may also provide the following draft documents for evaluation:

- One (1) copy** (hard copy or electronically on a CD via mail or by email): Draft legal opinion of outside counsel qualified to practice in the foreign jurisdiction that the Default Service Program Supply Master Agreement is binding. [Section 7]
- One (1) copy** (hard copy or electronically on a CD via mail or by email): Draft sworn certificate of the corporate secretary (or similar officer) of the Foreign RFP Bidder that the person executing the Default Service Program Supply Master Agreement is so authorized and that its governing board has approved the execution of the Default Service Program Supply Master Agreement. [Section 7]
- One (1) copy** (hard copy or electronically on a CD via mail or by email): Draft sworn certificate of the corporate secretary (or similar officer) of the Foreign RFP Bidder that its governing board has authorized the execution of agreements of the same type as the Default Service Program Supply Master Agreement in the past. [Section 7]

An RFP Bidder relying on the financial standing of an RFP Guarantor that is a Foreign Entity may also provide the following draft documents for evaluation:

- One (1) copy** (hard copy or electronically on a CD via mail or by email): Draft legal opinion of outside counsel qualified to practice in the foreign jurisdiction that the guaranty pursuant to the Default Service Program Supply Master Agreement is binding. [Section 7]
- One (1) copy** (hard copy or electronically on a CD via mail or by email): Draft sworn certificate of the corporate secretary (or similar officer) of the RFP Guarantor that the person executing the guaranty is so authorized and that its governing board has approved the execution of the guaranty pursuant to the Default Service Program Supply Master Agreement. [Section 7]
- One (1) copy** (hard copy or electronically on a CD via mail or by email): Draft sworn certificate of the corporate secretary (or similar officer) of the RFP Guarantor that its governing board has authorized the execution of a guaranty of the same type as the guaranty pursuant to the Default Service Program Supply Master Agreement in the past. [Section 7]

End of Part 1 Form

Name of RFP Bidder

ATTACHMENT TO THE PART 1 FORM NOMINATION FORM DEFAULT SERVICE PROGRAM REQUEST FOR PROPOSALS

An RFP Bidder that has elected to receive notifications by email and/or has elected to receive documents by secure file transfer system in Section 1 of the Part 1 Form may designate up to three (3) authorized individuals who will receive notifications and/or documents in addition to the Representative of the RFP Bidder. The RFP Bidder may designate other authorized individuals at any time during the solicitation using this Nomination Form and is not required to do so in the Part 1 Proposal.

____ (the Officer of the RFP Bidder or Representative of the RFP Bidder) authorizes the individual whose contact information is immediately below to receive notifications and documents.

Signature of Officer or Representative

Date

Printed Name

Contact Information for Nominee

Last Name

GivenName(s)

Mr/Mrs/Ms/Dr/(other)

Title

Telephone No.

Alternate Telephone No. (if available)

Email Address

Notes (such as period during which the Nominee is authorized or the individual that the Nominee is replacing)