

EXHIBIT E

PECO Energy Company

***Electric Generation Supplier
Standard Offer Program
Request for Proposals and Program Rules***

January XX, 2013

ARTICLE 1 INTRODUCTION

- 1.1 In this Request for Proposals (“RFP”), PECO Energy Company (“PECO” or the “Company”) is soliciting proposals by electric generation suppliers (“EGSs”) to provide competitive retail service to residential customers. Participating EGSs in this program (the “Standard Offer Program” or “Program”) will have the opportunity to submit applications to provide fixed-price electric generation service to residential customers for twelve monthly billing cycle periods, on a month by month basis beginning approximately three weeks after the application is submitted. This document describes the process by which EGSs may qualify and submit applications and the rules with which each accepted applicant (the “Standard Offer Supplier”) must comply and the standard terms and conditions for service provided by the Standard Offer Supplier under this Program.
- 1.2 Program Duration. The Standard Offer Program will begin at the conclusion of the enrollment period for PECO’s EGS Opt-In Competitive Offer Program, which is expected to conclude on or about May 15, 2013. The initial Standard Offer Month will be June 2013; the final Standard Offer Month will be May 2015.
- 1.3 PECO is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with its principal corporate office in Philadelphia, Pennsylvania. PECO is an electric distribution company under Pennsylvania law and provides electric delivery service to approximately 1.6 million retail customers in Southeastern Pennsylvania. PECO is also the default service provider in its service territory, and currently provides electric generation service to approximately [] residential customers.
- 1.4 Participating EGSs must qualify by submitting an application (an “Application”) to PECO demonstrating their qualifications to become a Standard Offer Supplier, as described in detail in Section 3.2. These qualifications include certification to serve load in the PECO territory at the time of Standard Offer Supplier Application Due Date. As part of the qualifying process, an Applicant will be required to execute a Standard Offer Supplier Agreement in which the Applicant agrees to various requirements. In the Standard Offer Supplier Agreement, the Applicant agrees to offer all interested residential customers a fixed price, in cents per kilowatt-hour, for which the supplier is prepared to provide electric generation service to residential customers for twelve monthly billing cycle periods (the “Standard Offer Period”). The fixed price to be offered by the Applicant must be seven percent (7%) lower than the PECO default service rate (the “Price-to-Compare”) in effect at the time of the offer.
- 1.5 Although applications may be submitted at any time, PECO will activate Standard Offer Suppliers only for whole calendar months. An Applicant must be deemed qualified by PECO at least ten business days in advance of first day of the next calendar month in order to be activated as a Standard Offer Supplier for that month. A Standard Offer Supplier may request removal from the list of Standard Offer Suppliers upon thirty days

written notice to PECO. Absent a request to be removed from the list, Standard Offer Suppliers will continue to be listed from month to month.

1.6 This RFP includes the following attached documents:

Exhibit 1: Standard Offer Supplier Application (including Standard Offer Supplier Agreement)

ARTICLE 2

SCHEDULE AND STANDARD OFFER SUPPLIER INFORMATION

2.1 Monthly RFP Schedule. The following table sets forth significant dates each month (the "Program Schedule") for the Standard Offer Supplier Program. The time for each deadline on each specified date is 5:00 pm Eastern Prevailing Time (EPT). PECO reserves the right to modify these dates at its discretion.

RFP Overview and Technical Conference	Scheduled during the first week of the month prior to the upcoming Standard Offer Month
Standard Offer Supplier Application Due Date	Twenty business days before Standard Offer Month
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2.2 RFP Overview and Technical Conference. PECO will post a schedule of technical web conferences to outline the Standard Offer Program, including the RFP process. PECO will notify all registered EGSs of the technical conferences by EGS bulletin and by email to the PUC/OCMO distribution list. Potential Applicants are urged to review this RFP, including exhibits, prior to the web conference. PECO will answer questions raised at each web conference to the extent possible. Any party wishing to participate in each web conference must send an e-mail to *[e-mail address to be provided]* with the subject line "Standard Offer Program" PECO will provide participation information for the web conference by return e-mail.

2.3 Applicant Inquiries. Before each technical conference, participants may submit questions to PECO via electronic mail *[e-mail address to be provided]*. To the extent possible, questions submitted prior to the technical conference will be addressed by PECO at the conference. Additional questions submitted and answered by PECO thereafter shall be posted with answers. The person or company submitting the question shall not be identified. While PECO will review and attempt to answer questions in good faith, PECO reserves the right not to answer any question. The conference and this Applicant

inquiry procedure are the exclusive methods for inquiring about this RFP, and questions submitted to individual PECO employees or the Company by other means will not be answered and may result in disqualification of the Applicant.

- 2.4 Informational Website and Updates. PECO has established a website – [/www.peco.com/____/](http://www.peco.com/____/) – for electronic copies of RFP materials, posting of questions and answers, the RFP schedule, and other updates on this RFP. Applicants are encouraged to review this website regularly. In its sole discretion, PECO will endeavor to provide e-mail notification of important website updates to qualified Applicants.

ARTICLE 3 STANDARD OFFER SUPPLIER QUALIFICATION

- 3.1 Standard Offer Supplier Application. In order to submit an Application in response to this RFP, an Applicant must submit a printed original and three printed copies of an Application for approval by PECO using the form attached hereto as Exhibit 1, Attachment A (Form of Standard Offer Supplier Application). All Applications shall be submitted to the submission address specified in Section 8.2. Applications which are incomplete, do not conform to the form attached hereto, or otherwise do not satisfy all requirements of this RFP shall not be considered. Submission of a Standard Offer Supplier Application constitutes an Applicant's agreement to and acceptance of all terms and conditions of this RFP. An electronic copy of the Applications may be provided initially via electronic email to *[e-mail address to be provided]* to meet the bidder application deadline as long as the required hard copies are received by 5:00 p.m. EPT on the business day immediately following.
- 3.2 Standard Offer Supplier Qualifications. In order to qualify to submit a Proposal, an Applicant must certify in the Application that it satisfies the following criteria (the "Standard Offer Supplier Qualifications"):
- (a) The Applicant is certified to serve load in the PECO territory at the time of the Standard Offer Supplier Application Due Date.
 - (b) The Applicant does not have any past due outstanding supplier-related charges owed to PECO (excluding any pending disputed charges).
 - (c) The Applicant agrees that any delayed charges must be billed pursuant to all applicable Electronic Data Exchange Working Group "Final Bill" implementation guidelines. No Program charges may be separately billed.
- 3.3 Standard Offer Supplier Agreement. Each Applicant must also execute a Standard Offer Supplier Agreement in the form included in the Standard Offer Supplier Application. In the event the Applicant does not become a Standard Offer Supplier, the Standard Offer Supplier Agreement will be returned to the Applicant unexecuted by PECO upon request of the Applicant.
- 3.4 Additional Information. PECO may, but is not obligated to, request additional information and materials from any Applicant for evaluation of an Application.

Information submitted by an Applicant absent a request by PECO which is not in the nature of a correction or clarification to the Application will not be considered by PECO. If any information in an Application or Standard Offer Supplier Agreement is no longer true, Applicants shall immediately notify PECO of the changed information. Failure to provide such notification or respond to a request for additional information and materials may result in disqualification of the Applicant and rejection of its Application. PECO shall have no duty to inform any Applicant of any deficiency in its Application.

- 3.5 Prior Qualification. An Applicant who has previously qualified under the Standard Offer Supplier Program is not required to submit a second application for succeeding months, but must inform PECO of any change its status or ability to satisfy the qualification requirements as provided in Section 3.4. An Applicant who has previously qualified under the Standard Offer Supplier Program need not execute a new Standard Offer Supplier Agreement unless requested by PECO.
- 3.6 Application Evaluation and Notification of Applicants. PECO will evaluate each Application using a standard protocol for its completeness and satisfaction of the Standard Offer Supplier Qualifications. PECO will provide each Applicant with notice of its satisfaction or failure to satisfy the Standard Offer Supplier Qualifications by the date for Notification of Standard Offer Supplier Qualification set forth in the Program Schedule.
- 3.7 PECO Affiliates. Affiliates of PECO are permitted to submit Applications and to participate in this RFP to the same extent as any other entity.

ARTICLE 4 CUSTOMER ENROLLMENT

- 4.1 Enrollment. Residential customers may enroll with the Standard Offer Supplier through the PECO website or by telephone using an interactive voice response (“IVR”) system maintained and operated by PECO or a dedicated call center referral group. Customers may select a Standard Offer Supplier from a list, or choose to have PECO randomly assign a Standard Offer Supplier.
- 4.2 Enrollment Report. Once every business day, PECO will electronically transmit a report of enrollment requests received to each EGS serving as Standard Offer Supplier. The Enrollment Report will contain the information needed to enable the EGS to submit EDI 814 enrollment requests to PECO. Each Standard Offer Supplier shall submit EDI 814 enrollments within one business day of receipt of the enrollment request report from PECO. The contract date in the EDI 814 transaction must match the date of the applicable Enrollment Report.
- 4.3 Enrollment Processing. Upon receipt by PECO of the EDI 814 enrollment, the standard EDC Enrollment Letter (or other Pennsylvania Public Utility Commission (“Commission”)-approved form of notification) will be mailed by PECO to the customer.

- 4.4 Sales Agreement. Each Standard Offer Supplier shall send a sales agreement, which meets all PUC regulations and includes the terms and conditions set forth in Article 5, to the customer within one business day after sending the EDI 814 enrollment transaction. The sales agreement will provide the terms of service for the initial 12-monthly billing cycle period and also provide information about how the terms may change after the initial 12-month period. This shall include the date by which the customer must take action to exercise his or her options at the end of the term.
- 4.5 Report to PA PUC. In order to monitor the success of the Standard Offer Supplier Program, PECO will produce two confidential reports to the Commission and the Office of the Consumer Advocate annually, with the first report submitted within 45 days after PECO has operated the program for 12 complete months. The second report will be submitted by June 15, 2015. In order to obtain statistics to prepare this report, Standard Offer Suppliers shall provide metrics on a monthly basis in the form of electronic reports to PECO, including, for each offer month, the number of accounts that enrolled in the program for the Standard Offer Month, the number of accounts that have dropped from the program in each month before the end of the 12-month Standard Offer Period (e.g. number of accounts dropped in the first month of the term, number of accounts dropped in the second month, etc.); and the number of accounts retained by the EGS for at the end of the 12-month Standard Offer Period. PECO will provide a template for this reporting to facilitate compilation of data.

ARTICLE 5

STANDARD OFFER SUPPLIER STANDARD TERMS AND CONDITIONS

The following standard terms and conditions shall apply to all Standard Offer Suppliers:

- 5.1 At the time of the first contact between the Standard Offer Supplier and the Standard Offer Customer, the customer will be reminded of the terms and conditions of the standard offer, including the date by which the customer must take action to exercise his or her options at the end of the term.
- 5.2 All Standard Offer Supplier billing for customers who enroll under the Program shall be Consolidated EDC Billing.
- 5.3 Each customer shall have the option to return to PECO default service or to switch to another EGS, or to the Standard Offer Supplier under a different offer, at any time and without incurring switching fees or other penalties.
- 5.4 Only PECO shall be entitled to terminate service to customers for non-payment of EGS charges under the terms of its approved Purchase of Receivables program. Except as otherwise permitted in the Supplier Tariff, in no event may a Standard Offer Supplier discontinue service to a customer who accepted its offer under the Program before the end of the Standard Offer Period.

- 5.5 All Standard Offer Suppliers must provide notice prior to the end of the Standard Offer Period regarding any renewal and/or price change as required under PA PUC regulations and orders.
- 5.6 Notwithstanding any language in Rule 19.5 of the Supplier Tariff to the contrary, a Standard Offer Supplier shall not have the right to terminate service to its customers obtained through this Program because of a change in applicable rules, regulations, tariffs, or orders.

ARTICLE 6 ADDITIONAL PROGRAM PROVISIONS

- 6.1 Program Costs. All costs associated with implementation of the Standard Offer Supplier Program, including this RFP, will be recovered through a discount in the Purchase of Receivables payment to all suppliers serving residential customers. Costs include information system implementation costs for website and IVR changes, incremental call center support for the program and other associated administrative costs.
- 6.2 Address for submissions. All submissions to PECO for this RFP and Program, unless otherwise communicated at a technical conference and subsequently posted to the _____ website, shall be delivered via overnight delivery to the following address:

PECO Standard Offer Supplier Program
c/o [Name],
PECO Energy Company
S14-2
2301 Market Street
Philadelphia, PA 19103

Applicant is solely responsible for the timely delivery of any submission for this RFP. Applications and other materials received after the applicable date specified in this RFP shall be accepted only in PECO's sole discretion. Electronic emails shall be sent to: *[e-mail address to be provided]*

- 6.3 No Unauthorized Modifications. No interpretation or change to this RFP shall be valid unless it is signed by a duly authorized representative designated by an Officer of PECO.
- 6.4 Ownership of RFP Materials. All materials submitted to PECO pursuant to this RFP shall be the property of PECO.
- 6.5 Presentation and Formatting. All information submitted by an Applicant must be in the English language.
- 6.6 Costs. PECO shall have no responsibility whatsoever with respect to the costs of any Applicant in considering or responding to this RFP, including but not limited to any costs of preparing any materials submitted to PECO.

- 6.7 Use of PECO Mark. PECO will have final approval regarding the use of any PECO mark and any other reference to PECO in materials related to the Standard Offer Supplier Program.
- 6.8 Publicity. Each Applicant understands and agrees that PECO does not participate in, nor does it allow, Applicants to utilize media releases of any kind to publicize Applicant's business relationship with PECO. Each Applicant shall not use any trade name, trademark, service mark or any other information which identifies PECO in such Applicant's sales, marketing and publicity activities, including interviews with representatives of any written publication, or television or radio station or network, without PECO's express prior written consent. Standard Offer Suppliers are not permitted to promote their role as Standard Offer Supplier, either before, during or after their Offer Month, without PECO's prior written approval, which PECO may withhold approval in its sole discretion. For all other references to PECO not requiring PECO's prior consent, the references must be factual and cannot infer an endorsement by or affiliation with PECO.
- 6.9 Disclaimer. PECO makes no representations or warranties regarding the accuracy or completeness of the information contained in this RFP and its exhibits or any statements made by representatives of PECO during the RFP process. Each Applicant is responsible for making its own evaluation of information and data contained in this RFP and in preparing and submitting responses to this RFP. The issuance of this RFP and the receipt of information in response to this RFP shall not, in any way, cause PECO to incur any liability (whether contractual, financial or otherwise) to any Applicant participating in the RFP process. By submitting an Application, Applicant releases PECO, its affiliates, officers, employees, and agents from any and all claims, demands, actions, losses, liabilities, and expenses (including reasonable legal fees and expenses) (collectively, "Claims") relating to this RFP and agrees to indemnify PECO, its affiliates, officers, employees and agents from any Claims arising from any false representation or violation of these RFP rules by Applicant.
- 6.10 Not an Offer. This RFP is issued to elicit responses to PECO's inquiry and is not an offer. The issuance of the RFP and the submission of Applicant's information do not create any obligation upon PECO, and PECO reserves the right to accept or reject any or all proposals received. PECO also reserves the right to amend, suspend, or terminate the RFP process at any time, without reason and without liability, and makes no commitments, implied or otherwise, that this process will result in a business transaction with one or more Applicants. No contract or other binding obligation on PECO will be implied unless and until an agreement has been executed on terms and conditions acceptable to PECO. PECO also reserves the right to not execute agreements with any or all Applicants should the Company determine, in its sole discretion, that such agreement would violate existing regulatory standards.
- 6.11 Non-conforming Applications. PECO reserves the right to reject any Application at any time on the grounds that it does not conform to the terms and conditions of this RFP or the Applicant has not complied with the provisions of this RFP.

EXHIBIT 1 - FORM OF STANDARD OFFER SUPPLIER APPLICATION

Name of Applicant:			
Contact:		Title:	
E-mail:		Phone:	
Address:	City:	State:	Zip Code:
<p style="text-align: center;"><u>INSTRUCTIONS</u></p> <p>Two signed originals of Attachment A (Standard Offer Supplier Agreement) must be attached to Applicant's original Application, with a copy attached to each of the three required additional copies. All terms used herein have the meaning set forth in PECO's Standard Offer Supplier Program Request for Proposals and Program Rules.</p>			
<p>As an officer or other authorized representative of the Applicant, I certify that: (a) the Applicant is certified to serve load in the PECO territory at the time of the Opt-In Supplier Application Due Date; (b) the Applicant does not have any past due outstanding supplier-related charges owed to PECO (excluding any pending disputed charges); and (c) the Applicant agrees that any delayed charges must be billed pursuant to all applicable Electronic Data Exchange Working Group "Final Bill" implementation guidelines, and no Program charges may be separately billed.</p>			
<p style="text-align: center;"><u>SIGNATURE OF AUTHORIZED REPRESENTATIVE</u></p>			
I am an officer or other authorized representative of the Applicant and certify that all of the information and certifications in this Application are true and acknowledge that this submission constitutes acceptance and agreement to all terms of the RFP.			
Signature:		Date:	
Name:		Title:	

EXHIBIT 1 - ATTACHMENT A

FORM OF STANDARD OFFER SUPPLIER AGREEMENT

This Agreement ("Agreement") is made as of _____, 201_ (the "Effective Date"), by and between [Standard Offer Supplier] and PECO Energy Company, a public utility authorized to supply electric service in the Commonwealth of Pennsylvania ("PECO") (each a "Party" and collectively "the Parties").

1. Definitions. All capitalized terms not otherwise defined herein shall have the meaning set forth in the EGS Standard Offer Program Request for Proposals and Program Rules issued by PECO on _____, 2013 (the "Program") and PECO's Electric Generation Supplier Coordination Tariff (the "Supplier Tariff").

2. Term. This Agreement shall commence on the Effective Date and shall remain in effect unless terminated as provided in this Agreement.

3. Fixed Price to Customers. In accordance with the Program, the Standard Offer Supplier shall provide Competitive Energy Supply to each customer that enrolls with the Standard Offer Supplier (a "Standard Offer Customer") at effective Standard Offer Price at the time of each customer's date of enrollment. The Standard Offer Price shall be a fixed cents/kWh comprised of a seven percent (7 %) reduction from the effective PECO Energy residential default service Price to Compare on the date the standard offer is made. The Standard Offer Price will be available to the Standard Offer Customer over twelve complete billing cycles ("Standard Offer Period").

4. Terms and Conditions. During the Term, the Standard Offer Supplier agrees that: (a) all Standard Offer Supplier billing for each Standard Offer Customer shall be Consolidated EDC Billing; (b) each Standard Offer customer shall have the option to return to PECO default service or to switch to another EGS, or to the Standard Offer Supplier under a different offer, at any time and without incurring switching fees or other penalties; (c) only PECO shall be entitled to terminate service to Standard Offer Customers for non-payment of EGS charges under the terms of PECO's approved Purchase of Receivables program in the Supplier Tariff; (d) except as otherwise permitted in the Supplier Tariff, in no event may a Standard Offer Supplier discontinue service to a Standard Offer Customer before the end of the Standard Offer Period; (e) the Standard Offer Supplier shall provide notice prior to the end of the Standard Offer Period regarding any renewal and/or price change as required under the Supplier Tariff and/or PA PUC regulations or Policy Statements; (f) Standard Offer Customers may choose to be assigned to the Standard Offer Supplier of their choice or may choose a random assignment by PECO; and (f) notwithstanding any language in Rule 19.5 of the Supplier Tariff to the contrary, a Standard Offer Supplier shall not have the right to terminate service to its customers obtained through this Program because of a change in applicable rules, regulations, tariffs, or orders.

5. Representations and Warranties of Standard Offer Supplier. The Standard Offer Supplier represents and warrants that, on the Effective Date and throughout the Term: (a) it is certified to serve load in the PECO territory at the time of the Opt-In Supplier Application Due Date; (b) it has no past due outstanding supplier-related charges owed to PECO (excluding any pending disputed charges); and (c) any delayed charges must be billed pursuant to all applicable Electronic Data Exchange Working Group "Final Bill" implementation guidelines.

6. Termination and Withdrawal from Supplier List. This Agreement may be terminated (i) by PECO upon written notice of a material breach of this Agreement by the Standard Offer Supplier; (ii) by PECO

upon the termination of the Program; or (iii) by the Standard Offer Supplier upon thirty (30) days written notice, provided that the Standard Offer Supplier shall no longer be serving any Standard Offer Supplier customers who remain on a fixed rate offered by the Standard Offer Supplier under the Program during the Standard Offer Period applicable to such customer. A Standard Offer Supplier shall be removed from PECO's Standard Offer Supplier list upon 30 days written notice, but the Agreement shall not terminate except as provided in the preceding sentence.

7. Limitations. Notwithstanding any provision of this Agreement or the Program, the Standard Offer Supplier acknowledges that (a) the Standard Offer Supplier has obtained certain benefits from participating in the Program, but that PECO has made no representation regarding the number of customers (if any) the Standard Offer Supplier may obtain as a result of the Program, or the amount of electric load that will be required by such customers; (b) PECO has no obligation to provide electric supply other than default service in accordance with the Pennsylvania Public Utility Code to any customer that may be served by the Standard Offer Supplier in the event that the Standard Offer Supplier no longer serves that customer for any reason; and (c) the Standard Offer Supplier waives any right to claim any loss of business, consequential damage or any monetary or other direct damages from PECO of any kind whatsoever arising from or relating to this Agreement or the Program.

8. Indemnification. The Standard Offer Supplier shall indemnify, save and hold PECO harmless from and against any and all third party losses, costs, liabilities, damages and expenses (including, without limitation, attorneys' fees and expenses) incurred or suffered as a result of or in connection with the Standard Offer Supplier's material breach of this Agreement, failure to comply with any applicable laws, or intentional, negligent or willful misconduct.

9. Other Provisions. This Agreement represents the entire agreement between PECO and Standard Offer Supplier and no amendment of this Agreement will be valid unless in writing and signed by representatives of both parties. Each Party represents that this Agreement is a legally valid and binding obligation enforceable against it in accordance with its terms, and that the execution, delivery and performance of this Agreement are within its powers and have been duly authorized by all necessary action and do not violate any terms and conditions in its governing documents, any contracts to which it is a party, and any applicable law, rule, regulation or order. Neither Party may assign this Agreement without consent of the other Party, not to be unreasonably withheld. All notices required under this Agreement shall be provided to the Parties and addresses listed directly below or to such other address as either Party may designate from time to time by providing written notice to the other Party. Nothing in this Agreement is intended to convey benefits, rights or remedies to any person other than Standard Offer Supplier and PECO, and no third party shall have the right to enforce the provisions of this Agreement, except that the PA PUC may enforce the provisions of this Agreement, the Program, the Supplier Tariff and any provision of the Pennsylvania Public Utility Code or PA PUC regulations applicable to this Agreement. This Agreement is not intended to create any partnership or joint venture between PECO and the Standard Offer Supplier, and neither Party shall have the power to bind or obligate the other Party. In the event that any provision of the Agreement shall be found to be void or unenforceable, such findings shall not be construed to render any other provision either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are void or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either Party. This Agreement shall be construed according to the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws provisions. In the event of any conflict between this Agreement, the Program, and the

Supplier Tariff, this Agreement shall be controlling.

PECO ENERGY COMPANY

By: _____

Name: _____

Title: _____

PECO Energy Company

ATTN:

2301 Market Street

Philadelphia, PA

Phone:

Fax:

E-mail: ____@peco-energy.com

[STANDARD OFFER SUPPLIER]

By: _____

Name: _____

Title: _____

[Company name]

[Address]

Phone:

Fax:

E-mail:

PECO Energy Company

Electric Generation Supplier

Standard Offer Program

Request for Proposals and Program Rules

January XX, 2013

ARTICLE 1 INTRODUCTION

- 1.1 In this Request for Proposals (“RFP”), PECO Energy Company (“PECO” or the “Company”) is soliciting proposals by electric generation suppliers (“EGSs”) to provide competitive retail service to residential customers. Participating EGSs in this program (the “Standard Offer Program” or “Program”) will have the opportunity to submit applications to provide fixed-price electric generation service to residential customers for twelve monthly billing cycle periods, on a month by month basis beginning approximately three weeks after the application is submitted. This document describes the process by which EGSs may qualify and submit applications and the rules with which each accepted applicant (the “Standard Offer Supplier”) must comply and the standard terms and conditions for service provided by the Standard Offer Supplier under this Program.
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- 1.4 Participating EGSs must qualify by submitting an application (an “Application”) to PECO demonstrating their qualifications to become a Standard Offer Supplier, as described in detail in Section 3.2. These qualifications include ~~[a current EGS license issued by the Pennsylvania Public Utility Commission (“the Commission”) and the ability to comply with provisions of PECO’s Electric Generation Supplier Tariff (“Supplier Tariff”)]~~ **certification to serve load in the PECO territory at the time of Standard Offer Supplier Application Due Date.** As part of the qualifying process, an ~~[applicant]~~ **Applicant** will be required to execute a Standard Offer Supplier Agreement in which the ~~[applicant]~~ **Applicant** agrees to various requirements. In the Standard Offer Supplier Agreement, the ~~[applicant]~~ **Applicant** agrees to offer all interested residential customers a fixed price, in cents per kilowatt-hour, for which the supplier is prepared to provide electric generation service to residential customers for twelve monthly billing cycle periods (the “Standard Offer Period”). The fixed price to be offered by the ~~[applicant]~~ **Applicant** must be seven percent (7%) lower than the PECO default service rate (the “Price-to-Compare”) in effect at the time of the offer.
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month in order to be activated as a Standard Offer Supplier for that month. A Standard Offer Supplier may request removal from the list of Standard Offer Suppliers upon thirty days written notice to PECO. Absent a request to be removed from the list, Standard Offer Suppliers will continue to be listed from month to month.

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identified. While PECO will review and attempt to answer questions in good faith, PECO reserves the right not to answer any question. The conference and this [applicant]**Applicant** inquiry procedure are the exclusive methods for inquiring about this RFP, and questions submitted to individual PECO employees or the Company by other means will not be answered and may result in disqualification of the [applicant]**Applicant**.

- 2.4 Informational Website and Updates. PECO has established a website – [www.peco.com/____] – for electronic copies of RFP materials, posting of questions and answers, the RFP schedule, and other updates on this RFP. Applicants are encouraged to review this website regularly. In its sole discretion, PECO will endeavor to provide e-mail notification of important website updates to qualified [applicants]**Applicants**.

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- 3.1 Standard Offer Supplier Application. In order to submit ~~a proposal~~**an Application** in response to this RFP, an [applicant]**Applicant** must submit a printed original and three printed copies of an Application for approval by PECO using the form attached hereto as Exhibit 1, Attachment A (Form of Standard Offer Supplier Application). All Applications shall be submitted to the submission address specified in Section 8.2. Applications which are incomplete, do not conform to the form attached hereto, or otherwise do not satisfy all requirements of this RFP shall not be considered. Submission of a Standard Offer Supplier Application constitutes an [applicant]**Applicant**'s agreement to and acceptance of all terms and conditions of this RFP. An electronic copy of the Applications may be provided initially via electronic email to *[e-mail address to be provided]* to meet the bidder application deadline as long as the required hard copies are received by 5:00 p.m. EPT on the business day immediately following.
- 3.2 Standard Offer Supplier Qualifications. In order to qualify to submit a ~~bid-proposal~~**Proposal**, an [applicant]**Applicant** must certify in the Application that it satisfies the following criteria (the "Standard Offer Supplier Qualifications"):
- (a) The ~~[applicant is licensed to operate as an EGS in Pennsylvania;]~~**Applicant is certified to serve load in the PECO territory at the time of the Standard Offer Supplier Application Due Date.**
 - ~~[(b) The applicant is a member of PJM and meets all applicable PJM obligations for load serving entities, including credit requirements;]~~
 - ~~[(c) The applicant is in compliance, and agrees to continue to comply, with all applicable obligations, requirements, rules, and regulations of the Supplier-Tariff and PECO's Electric Service Tariff;]~~
 - (b) The ~~[applicant does not have any past due outstanding supplier-related charges owed to PECO;]~~**Applicant does not have any past due**

outstanding supplier-related charges owed to PECO (excluding any pending disputed charges).

- ~~[(e) The applicant has been certified by PECO to have the data exchange capabilities required for all applicable EDI/EDEWG transactions, or submits a plan with its proposal (acceptable to PECO in its sole discretion) demonstrating that the applicant will be certified in such EDI capabilities by before submitting bids; and]~~
- ~~[(f) The applicant agrees to comply with the following operational requirements:]~~

 - ~~[(i) Maintenance of the ability to cancel supplier charges via the 810-Bill Purpose Codes 17 and 18 as described in the EDEWG Implementation Guidelines for Electronic Data Interchange, and]~~
 - ~~[(ii) Maintenance of the ability to submit ‘rate level’ 810 EDI transactions. For customers with two rates on the same account, the supplier will be required to submit separate billing charges for each rate.]~~
- (c) The [applicant]**Applicant** agrees that any delayed charges must be billed pursuant to all applicable Electronic Data Exchange Working Group “Final Bill” implementation guidelines. No Program charges may be separately billed.
- ~~[(h) The applicant agrees to comply with any increased bonding requirements imposed by the PA PUC during the Standard Offer Period.]~~

3.3 Standard Offer Supplier Agreement. Each [applicant]**Applicant** must also execute a Standard Offer Supplier Agreement in the form included in the Standard Offer Supplier Application. In the event the [applicant]**Applicant** does not become a Standard Offer Supplier, the Standard Offer Supplier Agreement will be returned to the [applicant]**Applicant** unexecuted by PECO upon request of the [applicant]**Applicant**.

3.4 Additional Information. PECO may, but is not obligated to, request additional information and materials from any [applicant]**Applicant** for evaluation of an Application. Information submitted by an [applicant]**Applicant** absent a request by PECO which is not in the nature of a correction or clarification to the Application will not be considered by PECO. If any information in an Application or Standard Offer Supplier Agreement is no longer true, Applicants shall immediately notify PECO of the changed information. Failure to provide such notification or respond to a request for additional information and materials may result in disqualification of the [applicant]**Applicant** and rejection of its [application]**Application**. PECO shall have no duty to inform any [applicant]**Applicant** of any deficiency in its Application.

- 3.5 Prior Qualification. An ~~[applicant]~~**Applicant** who has previously qualified under the Standard Offer Supplier Program is not required to submit a second application for succeeding months, but must inform PECO of any change its status or ability to satisfy the qualification requirements as provided in Section 3.4. An ~~[applicant]~~**Applicant** who has previously qualified under the Standard Offer Supplier Program need not execute a new Standard Offer Supplier Agreement unless requested by PECO.
- 3.6 Application Evaluation and Notification of Applicants. PECO~~[, in its sole discretion,]~~ will evaluate each Application using a standard protocol for its completeness and satisfaction of the Standard Offer Supplier Qualifications. PECO will provide each ~~[applicant]~~**Applicant** with notice of its satisfaction or failure to satisfy the Standard Offer Supplier Qualifications by the date for Notification of Standard Offer Supplier Qualification set forth in the Program Schedule.
- 3.7 PECO Affiliates. Affiliates of PECO are permitted to submit Applications and to participate in this RFP to the same extent as any other entity.[]

ARTICLE 4 CUSTOMER ENROLLMENT

- 4.1 Enrollment. Residential customers may enroll with the Standard Offer Supplier through the PECO website or by telephone using an interactive voice response (“IVR”) system maintained and operated by PECO or a dedicated call center referral group. Customers may select a Standard Offer Supplier from a list, or choose to have PECO randomly assign a Standard Offer Supplier.
- 4.2 Enrollment Report. Once every business day, PECO will electronically transmit a report of enrollment requests received to each EGS serving as Standard Offer Supplier. The Enrollment Report will contain the information needed to enable the EGS to submit EDI 814 enrollment requests to PECO. Each Standard Offer Supplier shall submit EDI 814 enrollments within one business day of receipt of the enrollment request report from PECO. The contract date in the EDI 814 transaction must match the date of the applicable Enrollment Report.
- 4.3 Enrollment Processing. Upon receipt by PECO of the EDI 814 enrollment, the standard EDC Enrollment Letter (or other Pennsylvania Public Utility Commission ~~(“Commission”)~~-approved form of notification) will be mailed by PECO to the customer.
- 4.4 Sales Agreement. Each Standard Offer Supplier shall send a sales agreement, which meets all PUC regulations and includes the terms and conditions set forth in Article [7,]**5**, to the customer within one business day after sending the EDI 814 enrollment transaction. The sales agreement will provide the terms of service for the initial 12-monthly billing cycle period and also provide information about how the terms may change after the initial 12-month period. This shall include the date by which the customer must take action to exercise his or her options at the end of the term.

- 4.5 Report to PA PUC. In order to monitor the success of the Standard Offer Supplier Program, PECO will produce two confidential reports to the Commission and the Office of the Consumer Advocate[~~-(“OCA”)~~] annually, with the first report submitted within 45 days after PECO has operated the program for 12 complete months. The second report will be submitted by June 15, 2015. In order to obtain statistics to prepare this report, Standard Offer Suppliers shall provide metrics on a monthly basis in the form of electronic reports to PECO, including, for each offer month, the number of accounts that enrolled in the program for the Standard Offer Month, the number of accounts that have dropped from the program in each month before the end of the 12-month Standard Offer Period (e.g. number of accounts dropped in the first month of the term, number of accounts dropped in the second month, etc.); and the number of accounts retained by the EGS for at the end of the 12-month Standard Offer Period. PECO will provide a template for this reporting to facilitate compilation of data.

ARTICLE 5

STANDARD OFFER SUPPLIER STANDARD TERMS AND CONDITIONS

The following standard terms and conditions shall apply to all Standard Offer Suppliers:

- 5.1 At the time of the first contact between the Standard Offer Supplier and the Standard Offer Customer, the customer will be reminded of the terms and conditions of the standard offer, including the date by which the customer must take action to exercise his or her options at the end of the term.
- 5.2 All Standard Offer Supplier billing for customers who enroll under the Program shall be Consolidated EDC Billing.
- 5.3 Each customer shall have the option to return to PECO default service or to switch to another EGS, or to the Standard Offer Supplier under a different offer, at any time and without incurring switching fees or other penalties.
- 5.4 Only PECO shall be entitled to terminate service to customers for non-payment of EGS charges under the terms of its approved Purchase of Receivables program. [In]Except as otherwise permitted in the Supplier Tariff, in no event may a Standard Offer Supplier discontinue service to a customer who accepted its offer under the Program before the end of the Standard Offer Period.
- 5.5 All Standard Offer Suppliers must provide notice prior to the end of the Standard Offer Period regarding any renewal and/or price change as required under ~~[the Supplier Tariff and/or]~~PA PUC regulations and orders.
- 5.6 Notwithstanding any language in Rule 19.5 of the Supplier Tariff to the contrary, a Standard Offer Supplier shall not have the right to terminate service to its customers obtained through this Program because of a change in applicable rules, regulations, tariffs, or orders.

ARTICLE 6
ADDITIONAL PROGRAM PROVISIONS

6.1 Program Costs. All costs associated with implementation of the Standard Offer Supplier Program, including this RFP, will be recovered through a discount in the Purchase of Receivables payment to all suppliers serving residential customers. Costs include information system implementation costs for website and IVR changes, incremental call center support for the program and other associated administrative costs.

6.2 Address for submissions. All submissions to PECO for this RFP and Program, unless otherwise communicated at a technical conference and subsequently posted to the _____ website, shall be delivered via overnight delivery to the following address:

PECO Standard Offer Supplier Program
c/o [Name],
PECO Energy Company
S14-2
2301 Market Street
Philadelphia, PA 19103

Applicant is solely responsible for the timely delivery of any submission for this RFP. Applications and other materials received after the applicable date specified in this RFP shall be accepted only in PECO's sole discretion. Electronic emails shall be sent to:
[e-mail address to be provided]

6.3 No Unauthorized Modifications. No interpretation or change to this RFP shall be valid unless it is signed by a duly authorized representative designated by an Officer of PECO.

6.4 Ownership of RFP Materials. All materials submitted to PECO pursuant to this RFP shall be the property of PECO.

6.5 Presentation and Formatting. All information submitted by an [applicant]**Applicant** must be in the English language.

6.6 Costs. PECO shall have no responsibility whatsoever with respect to the costs of any [applicant]**Applicant** in considering or responding to this RFP, including but not limited to any costs of preparing any materials submitted to PECO.

6.7 Use of PECO Mark. PECO will have final approval regarding the use of any PECO mark and any other reference to PECO in materials related to the Standard Offer Supplier Program.

6.8 Publicity. ~~[Applicants are not permitted to announce or release any information regarding this RFP or PECO's evaluation process without PECO's prior written approval, which PECO may withhold approval in its sole discretion. Each applicant]~~ **Each Applicant** understands and agrees that PECO does not participate in, nor does it allow, [applicants]**Applicants** to utilize media releases of any kind to publicize [applicant]**Applicant**'s business relationship with PECO. Each [applicant]**Applicant**

shall not use any trade name, trademark, service mark or any other information which identifies PECO in such [applicant] **Applicant**'s sales, marketing and publicity activities, including interviews with representatives of any written publication, or television or radio station or network, without PECO's express prior written consent. ~~[Standard Offer Suppliers agree to cooperate with PECO in preparation of any press release announcing the results of this RFP.]~~ Standard Offer Suppliers are not permitted to promote their role as Standard Offer Supplier, either before, during or after their Offer Month, without PECO's prior written approval, which PECO may withhold approval in its sole discretion. **For all other references to PECO not requiring PECO's prior consent, the references must be factual and cannot infer an endorsement by or affiliation with PECO.**

- 6.9 **Disclaimer.** PECO makes no representations or warranties regarding the accuracy or completeness of the information contained in this RFP and its exhibits or any statements made by representatives of PECO during the RFP process. Each [applicant] **Applicant** is responsible for making its own evaluation of information and data contained in this RFP and in preparing and submitting responses to this RFP. The issuance of this RFP and the receipt of information in response to this RFP shall not, in any way, cause PECO to incur any liability (whether contractual, financial or otherwise) to any [applicant] **Applicant** participating in the RFP process. By submitting an Application, [applicant] **Applicant** releases PECO, its affiliates, officers, employees, and agents from any and all claims, demands, actions, losses, liabilities, and expenses (including reasonable legal fees and expenses) (collectively, "Claims") relating to this RFP and agrees to indemnify PECO, its affiliates, officers, employees and agents from any Claims arising from any false representation or violation of these RFP rules by [applicant] **Applicant**.
- 6.10 **Not an Offer.** This RFP is issued to elicit responses to PECO's inquiry and is not an offer. The issuance of the RFP and the submission of [applicant] **Applicant**'s information do not create any obligation upon PECO, and PECO reserves the right to accept or reject any or all proposals received. PECO also reserves the right to amend, suspend, or terminate the RFP process at any time, without reason and without liability, and makes no commitments, implied or otherwise, that this process will result in a business transaction with one or more [applicants] **Applicants**. No contract or other binding obligation on PECO will be implied unless and until an agreement has been executed on terms and conditions acceptable to PECO. PECO also reserves the right to not execute agreements with any or all [applicants] **Applicants** should the Company determine, in its sole discretion, that such agreement would violate existing regulatory standards.
- 6.11 **Non-conforming Applications.** PECO reserves the right to reject any Application at any time on the grounds that it does not conform to the terms and conditions of this RFP or the [applicant] **Applicant** has not complied with the provisions of this RFP.

EXHIBIT 1 - FORM OF STANDARD OFFER SUPPLIER APPLICATION

Name of Applicant:			
Contact:		Title:	
E-mail:		Phone:	
Address:	City:	State:	Zip Code:

INSTRUCTIONS

Two signed originals of Attachment A (Standard Offer Supplier Agreement) must be attached to Applicant's original Application, with a copy attached to each of the three required additional copies. All terms used herein have the meaning set forth in PECO's Standard Offer Supplier Program Request for Proposals and Program Rules.

As an officer or other authorized representative of the Applicant, I certify that: (a) the Applicant is ~~[licensed]~~**certified** to ~~[operate as an EGS in Pennsylvania;~~ (b) the Applicant is a member of PJM and meets all applicable PJM obligations for load serving entities, including credit requirements; (c) the Applicant is in compliance, and agrees to continue to comply, with all applicable obligations, requirements, rules, and regulations of the Supplier Tariff and PECO's Electric Service Tariff; (d) **serve load in the PECO territory at the time of the Opt-In Supplier Application Due Date;** (b) the Applicant does not have any past due outstanding supplier-related charges owed to PECO[; (e) the Applicant has been certified by PECO to have the data exchange capabilities required for all applicable EDI/EDEWG transactions, or submits the attached plan for PECO's consideration which demonstrates that the Applicant will be certified in such EDI capabilities before submitting bids; (f) the Applicant will comply with the following operational requirements: (i) maintenance of the ability to cancel supplier charges via the 810 Bill Purpose Codes 17 and 18 as described in the EDEWG Implementation Guidelines for Electronic Data Interchange, and (ii) maintenance of the ability to submit 'rate level' 810 EDI transactions; (g) **(excluding any pending disputed charges);** and (c) the Applicant agrees that any delayed charges must be billed pursuant to all applicable ~~[EDEWG]~~**Electronic Data Exchange Working Group** "Final Bill" implementation guidelines, and no Program charges may be separately billed[; and (h) the Applicant will comply with any increased bonding requirements imposed by the PA PUC during the Standard Offer Period].

SIGNATURE OF AUTHORIZED REPRESENTATIVE

I am an officer or other authorized representative of the Applicant and certify that all of the information and certifications in this Application are true and acknowledge that this submission constitutes acceptance and agreement to all terms of the RFP.

Signature:	Date:
Name:	Title:

EXHIBIT 1 - ATTACHMENT A

FORM OF STANDARD OFFER SUPPLIER AGREEMENT

This Agreement ("Agreement") is made as of _____, 201_ (the "Effective Date"), by and between [Standard Offer Supplier] and PECO Energy Company, a public utility authorized to supply electric service in the Commonwealth of Pennsylvania ("PECO") (each a "Party" and collectively "the Parties").

1. Definitions. All capitalized terms not otherwise defined herein shall have the meaning set forth in the EGS Standard Offer Program Request for Proposals and Program Rules issued by PECO on _____, 2013 (the "Program") and PECO's Electric Generation Supplier Coordination Tariff (the "Supplier Tariff").

2. Term. This Agreement shall commence on the Effective Date and shall remain in effect unless terminated as provided in this Agreement.

3. Fixed Price to Customers. In accordance with the Program, the Standard Offer Supplier shall provide Competitive Energy Supply to each customer that enrolls with the Standard Offer Supplier (a "Standard Offer Customer") at effective Standard Offer Price at the time of each customer's date of enrollment. The Standard Offer Price shall be a fixed cents/kWh comprised of a seven percent (7 %) reduction from the effective PECO Energy residential default service Price to Compare on the date the standard offer is made. The Standard Offer Price will be available to the Standard Offer Customer over twelve complete billing cycles ("Standard Offer Period").

4. Terms and Conditions. During the Term, the Standard Offer Supplier agrees that: (a) all Standard Offer Supplier billing for each Standard Offer Customer shall be Consolidated EDC Billing; (b) each Standard Offer customer shall have the option to return to PECO default service or to switch to another EGS, or to the Standard Offer Supplier under a different offer, at any time and without incurring switching fees or other penalties; (c) only PECO shall be entitled to terminate service to Standard Offer Customers for non-payment of EGS charges under the terms of PECO's approved Purchase of Receivables program in the Supplier Tariff; (d) except as otherwise permitted in the Supplier Tariff, in no event may a Standard Offer Supplier discontinue service to a Standard Offer Customer before the end of the Standard Offer Period; (e) the Standard Offer Supplier shall provide notice prior to the end of the Standard Offer Period regarding any renewal and/or price change as required under the Supplier Tariff and/or PA PUC regulations or Policy Statements; (f) Standard Offer Customers may choose to be assigned to the Standard Offer Supplier of their choice or may choose a random assignment by PECO; and (f) notwithstanding any language in Rule 19.5 of the Supplier Tariff to the contrary, a Standard Offer Supplier shall not have the right to terminate service to its customers obtained through this Program because of a change in applicable rules, regulations, tariffs, or orders.

5. Representations and Warranties of Standard Offer Supplier. The Standard Offer Supplier represents and warrants that, on the Effective Date and throughout the Term: (a) it is ~~[licensed to operate as an EGS in Pennsylvania;~~ (b) it is ~~a member of PJM and meets all applicable PJM obligations for load-serving entities, including credit requirements;~~ (c) it is ~~in compliance with all applicable obligations, requirements, rules, and regulations of the Supplier Tariff and PECO's Electric Service Tariff;~~ (d) certified to serve load in the PECO territory at the time of the Opt-In Supplier Application Due Date; (b) it has no past due outstanding supplier-related charges owed to PECO; ~~(e) it has been certified by PECO to have the data exchange capabilities required for all applicable Electronic Data Interchange~~

~~(“EDI”)/Electronic Data Exchange Working Group (“EDEWG”) transactions under this Agreement; (f) it has the ability to cancel supplier charges via the 810 Bill Purpose Codes 17 and 18 as described in the EDEWG Implementation Guidelines for Electronic Data Interchange, and submit ‘rate level’ 810 EDI transactions. For customers with two rates on the same account; (g) (excluding any pending disputed charges); and (c) any delayed charges must be billed pursuant to [EDEWG]all applicable Electronic Data Exchange Working Group “Final Bill” implementation guidelines[; and (h) it will comply with any increased bonding requirements imposed by the PA PUC during the Standard Offer Period].~~

6. Termination and Withdrawal from Supplier List. This Agreement may be terminated (i) by PECO upon written notice of a material breach of this Agreement~~[or the Supplier Tariff]~~ by the Standard Offer Supplier; (ii) by PECO upon the termination of the Program; or (iii) by the Standard Offer Supplier upon thirty (30) days written notice, provided that the Standard Offer Supplier shall no longer be serving any Standard Offer Supplier customers who remain on a fixed rate offered by the Standard Offer Supplier under the Program during the Standard Offer Period applicable to such customer. A Standard Offer Supplier shall be removed from PECO’s Standard Offer Supplier list upon 30 days written notice, but the Agreement shall not terminate except as provided in the preceding sentence.

7. Limitations. Notwithstanding any provision of this Agreement or the Program, the Standard Offer Supplier acknowledges that (a) the Standard Offer Supplier has obtained certain benefits from participating in the Program, but that PECO has made no representation regarding the number of customers (if any) the Standard Offer Supplier may obtain as a result of the Program, or the amount of electric load that will be required by such customers; (b) PECO has no obligation to provide electric supply other than default service in accordance with the Pennsylvania Public Utility Code to any customer that may be served by the Standard Offer Supplier in the event that the Standard Offer Supplier no longer serves that customer for any reason; and (c) the Standard Offer Supplier waives any right to claim any loss of business, consequential damage or any monetary or other direct damages from PECO of any kind whatsoever arising from or relating to this Agreement or the Program.

8. Indemnification. The Standard Offer Supplier shall indemnify, save and hold PECO harmless from and against any and all third party losses, costs, liabilities, damages and expenses (including, without limitation, attorneys’ fees and expenses) incurred or suffered as a result of or in connection with the Standard Offer Supplier’s material breach of this Agreement, failure to comply with any applicable laws, or intentional, negligent or willful misconduct.

9. Other Provisions. This Agreement represents the entire agreement between PECO and Standard Offer Supplier and no amendment of this Agreement will be valid unless in writing and signed by representatives of both parties. Each ~~[party]~~**Party** represents that this Agreement is a legally valid and binding obligation enforceable against it in accordance with its terms, and that the execution, delivery and performance of this Agreement are within its powers and have been duly authorized by all necessary action and do not violate any terms and conditions in its governing documents, any contracts to which it is a party, and any applicable law, rule, regulation or order. ~~[Standard Offer Supplier may not]~~**Neither Party may** assign this Agreement without ~~[PECO’s]~~**consent of the other Party, not to be unreasonably withheld.** All notices required under this Agreement shall be provided to the ~~[parties]~~**Parties** and addresses listed directly below or to such other address as either ~~[party]~~**Party** may designate from time to time by providing written notice to the other ~~[party]~~**Party**. Nothing in this Agreement is intended to convey benefits, rights or remedies to any person other than Standard Offer Supplier and PECO, and no third party shall have the right to enforce the provisions of this Agreement, except that the PA PUC may enforce the provisions of this Agreement, the Program, the Supplier Tariff and any provision of the Pennsylvania Public Utility Code or PA PUC regulations applicable to this Agreement. This Agreement is not intended to create any partnership or joint venture between PECO and the Standard Offer Supplier, and neither ~~[party]~~**Party** shall have the power to bind or obligate the

other ~~[party]~~**Party**. In the event that any provision of the Agreement shall be found to be void or unenforceable, such findings shall not be construed to render any other provision either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are void or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either ~~[party]~~**Party**. This Agreement shall be construed according to the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws provisions. In the event of any conflict between this Agreement, the Program, and the

Supplier Tariff, this Agreement shall be controlling.

PECO ENERGY COMPANY

By: _____

Name: _____

Title: _____

PECO Energy Company

ATTN:

2301 Market Street

Philadelphia, PA

Phone:

Fax:

E-mail: ____@peco-energy.com

[STANDARD OFFER SUPPLIER]

By: _____

Name: _____

Title: _____

[Company name]

[Address]

Phone:

Fax:

E-mail: