



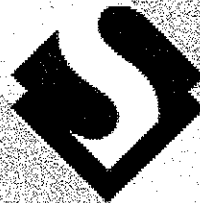
**State of West Virginia
Department of Administration
Purchasing Division**

NOTICE

Due to the size of this bid, it was impractical to scan every page for online viewing. We have made an attempt to scan and publish all pertinent bid information. However, it is important to note that some pages were necessarily omitted.

If you would like to review the bid in its entirety, please contact the buyer. Thank you.

Schumaker & Company



**Proposal and Quotation
for the
Consumer Advocate Division
of the
Public Service Commission of West Virginia**

**For the provision of consulting services
in connection with the proposed merger of
FirstEnergy Corporation with
Monongahela Power Company,
Potomac Edison Power Company, and
Trans-Allegheny Interstate Line Company**

PSC Case No. 10-0173-E-PC

June 30, 2010

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WV PURCHASING
DIVISION

June 30, 2010

Schumaker & Company, Inc.

Managing change, defining solutions



Consumer Advocate Division
Public Service Commission
700 Union building
723 Kanawha Boulevard East
Charleston, WV 25301

Regarding: Intervention in connection with the proposed merger of FirstEnergy Corporation with Monongahela Power Company, The Potomac Edison Power Company, and Trans-Allegheny Interstate Line Company in PSC Case No. 10-0173-E-PC



Mr. Frank Whittaker and Consumer Advocate:

Schumaker & Company, Inc. (Schumaker & Company) is pleased to submit a proposal to provide consulting services for regulatory and litigation support to the Consumer Advocate Division in its intervention in connection with the proposed merger of FirstEnergy Corporation with Monongahela Power Company, The Potomac Edison Power Company, and Trans-Allegheny Interstate Line Company for PSC Case No. 10-0173-E-PC. The State of West Virginia Request for Quotation Forms are complete, signed, and included in our proposal just following this letter and the *Institute of Management Consultants Code of Ethics*.

We have the expertise and resources available to provide this assistance and have structured our proposal in this fashion. Our team's extensive knowledge and experience with the electric utility industry throughout North America, as well as our work with gas and water, government entities, and private sector organizations combined with our sophisticated, proven project management techniques and skills, makes our firm well-suited to this project. The qualifications of our firm and consultants have significant merit, for the following reasons:

- ◆ ***Merger and other related experience*** – Our proposal project team has extensive experience in electric utility mergers. We are currently assisting the Public Advocate Office in Maine on a similar merger intervention regarding the acquisition of Maine Public Service Company by Emera Energy (a Canadian company). In addition, our proposed project team is also performing a management review of Jersey Central Power and Light Company –one of the operating companies of FirstEnergy that was acquired in the General Public Utilities (GPU) merger. We have recent, relevant experience that exceeds our competition.
- ◆ ***Extensive utility industry experience*** – Schumaker & Company consultants have conducted over 200 utility consulting assignments. Assignments have involved all sectors of the utility industry, including work for utilities, regulators, public advocates, municipalities, and industry and professional associations. We fully appreciate the legal, regulatory, financial, and cultural factors that complicate planning and operations in the

utility industry's competitive environment. As such, we have a strong working knowledge of challenges that organizations in the utility industry face.

- ◆ **Regulatory and litigation support experience** – Schumaker & Company consultants have a wealth of experience in providing regulatory and litigation support to a broad spectrum of clients, including public advocates, regulatory commissions, law firms, and utility companies. Our consultants are experienced in providing expert technical support from the beginning to end of proceedings. Our proposed team for this engagement also has extensive experience in serving as expert witnesses.
- ◆ **Management and technical expertise** – Our consultants bring a significant amount of consulting expertise involving management/operations reviews, workflow/process analyses, information technology/systems, project management/controls, quality assurance, information and data analyses, and other aspects of business improvement projects. Our officers, including our proposed *Project Manager*, are *Certified Management Consultants (CMC®)* by the Institute of Management Consultants (IMC USA) and will ensure that we abide by IMCUSA's code of ethics, which is included following this letter. 
- ◆ **Project management expertise** – Schumaker & Company has significant background and experience in managing projects. Our officers, Patricia Schumaker and Dennis Schumaker, are certified as *Project Management Professionals (PMP®)* by the Project Management Institute (PMI). Our firm adheres to the principles of PMI's *Project Management Body of Knowledge (PMBOK)* in the conduct of our assignments. We also have our proprietary *Project Management Information Application* for managing and reporting the progress and results of our engagements in a logical and efficient manner, which we will use for this project. 
- ◆ **Specialized technical expertise** – Based on the specific requirements of the project, Schumaker & Company has consultants available with expertise in the areas of utility management and operations; electric utility policies, procedures, and practices; statistics and data analysis, etc. As these investigations focus on very specialized areas of expertise, we believe that they are best handled by consultants who are experienced in those areas.

We have established a reputation for performing outstanding consulting work, which we attribute to our seasoned consultants and full use of leading-edge computer technology for project management, analysis, and communications. If you have any questions, please contact me at our headquarters in Ann Arbor, Michigan at (734) 998-5550, by fax at (734) 998-5590, or by email at dschumaker@schuco.com. We are excited about the opportunity to work with the Consumer Advocate Division management and staff and hope to hear further from you.

Cordially,



Dennis J. Schumaker, Executive Vice President
Schumaker & Company, Inc.

Institute of Management Consultants USA Code of Ethics

All IMC USA members pledge in writing to abide by the Institute's Code of Ethics. Their adherence to the Code signifies voluntary assumption of self-discipline. As the professional association and certifying body for management consultants in the United States, IMC USA requires adherence to this Code of Ethics as a condition of membership and certification. The standards of conduct set forth in this Code provide basic principles in the ethical practice of management consulting. The purpose of this Code is to help IMC USA members maintain their professionalism and adhere to high ethical standards in the conduct of providing services to clients and in their dealings with their colleagues and the public. The individual judgment of Members is required to apply these principles. Members are liable to disciplinary action under the IMC USA Rules of Procedure for Enforcement of this Code if their conduct is found by the IMC USA Ethics Committee to be in violation of the Code or to bring discredit to the profession or to IMC USA. The Code specifies:

CLIENTS

- ◆ Members will serve their clients with integrity, competence, independence, objectivity, and professionalism.
- ◆ Members will mutually establish realistic expectations of the benefits and results of their services.
- ◆ Members will only accept assignments for which they possess the requisite experience and competence to perform and will only assign staff or engage colleagues with the knowledge and expertise needed to serve clients effectively.
- ◆ Members will ensure that before accepting any engagement a mutual understanding of the objectives, scope, work plan, and fee arrangements has been established.
- ◆ Members will treat appropriately all confidential client information that is not public knowledge, take reasonable steps to prevent it from access by unauthorized people, and will not take advantage of proprietary or privileged information, either for use by them, the client's firm, or another client, without the client's permission.
- ◆ Members will avoid conflicts of interest or the appearance of such and will immediately disclose to a client any circumstances or interests that might influence their judgment and objectivity.
- ◆ Members will offer to withdraw from a consulting engagement when their objectivity or integrity may be impaired.
- ◆ Members will refrain from inviting an employee of an active or inactive client to consider alternative employment without prior discussion with the client.

FISCAL INTEGRITY

- ◆ Members will agree in advance with a client on the basis for fees and expenses, and will charge fees that are reasonable and commensurate with the services delivered and the responsibility accepted.
- ◆ Members will not accept commissions, remuneration, or other benefits from a third party in connection with the recommendations to a client without that client's prior knowledge and consent, and will disclose in advance any financial interests in goods or services that form part of such recommendations.

PUBLIC AND THE PROFESSION

- ◆ Members will, if within the scope of an engagement, report to appropriate authorities within or external to the client organization any occurrences of malfeasance, dangerous behavior, or illegal activities.
- ◆ Members will respect the rights of consulting colleagues and consulting firms and will not use their proprietary information or methodologies without permission.
- ◆ Members will represent the profession with integrity and professionalism in their relations with their clients, colleagues, and the general public.
- ◆ Members will not advertise their services in a deceptive manner nor misrepresent or denigrate individual consulting practitioners, consulting firms, or the consulting profession.
- ◆ Members will report violations of this Code to the Institute of Management Consultants USA and will promote adherence to the Code by other member consultants working on their behalf.

The Institute of Management Consultants USA, Inc. (IMC USA) adopted its first Code of Ethics in 1968. Since that time IMC USA has modified the wording of the Code for additional clarity and relevance to clients. The current Code was approved February 3, 2005. It is consistent with the International Code of Professional Conduct published by the International Council of Management Consulting Institute (ICMCI) of which IMC USA is a founding member



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**Request for
 Quotation**

RFQ NUMBER
PSC11518

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER 304-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

**PUBLIC SERVICE COMMISSION
 CONSUMER ADVOCATE DIVISION
 700 UNION BUILDING
 723 KANAWHA BOULEVARD EAST
 CHARLESTON, WV
 25301 304-558-0526**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/09/2010				

BID OPENING DATE: **06/30/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		961-20	\$220-240	\$44,600
<p>CONSULTING SERVICES FOR CASE NO. 10-0173-E-PC</p> <p>REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA PUBLIC SERVICE COMMISSION, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH CONSULTING SERVICES IN CONNECTION WITH THE PROPOSED MERGER OF FIRSTENERGY CORPORATION WITH MONONGAHELA POWER COMPANY, THE POTOMAC EDISON AND TRANS-ALLEGHENY INTERSTATE LINE COMPANY: CASE NO. 10-0173-E-PC PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115 • OR VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS JUNE 22, 2010 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: <u>PSC11518</u></p> <p>ADDENDUM ACKNOWLEDGEMENT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>David Schmitt</i>	TELEPHONE (734) 998-5550	DATE June 28, 2010
TITLE Executive Vice President	FEIN 38-2625897	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
(a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer, (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the Individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/Purchase/Privacy/noticeConfidentiality.pdf>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.



State of West Virginia
 Department of Administration
 Purchasing Division
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 Post Office Box 50130
 Charleston, WV 25305-0130

**Request for
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RFQ NUMBER
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PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER 304-558-2316

VENDOR

RFQ COPY
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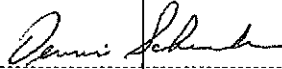
Schumaker & Company, Inc.
 3101 Walnut Ridge Drive
 Ann Arbor, MI 48103-2195

SHIP TO

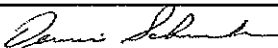
PUBLIC SERVICE COMMISSION
 CONSUMER ADVOCATE DIVISION
 700 UNION BUILDING
 723 KANAWHA BOULEVARD EAST
 CHARLESTON, WV 25301 304-558-0526

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/09/2010				

BID OPENING DATE: **06/30/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO. 'S'</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING • ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: right;">  SIGNATURE Schumaker & Company, Inc. COMPANY June 28, 2010 DATE </p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE (734) 998-5550	DATE June 28, 2010
TITLE Executive Vice President	FEIN 38-2625897	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
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 Charleston, WV 25305-0130

Request for
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RFQ NUMBER
PSC11518

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF
**FRANK WHITTAKER
 304-558-2316**

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Schumaker & Company, Inc.
 3101 Walnut Ridge Drive
 Ann Arbor, MI 48103-2195

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PUBLIC SERVICE COMMISSION
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DATE PRINTED 06/09/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **06/30/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH 'REASONABLE TIME' THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE 'REASONABLE TIME' PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS 'REASONABLE TIME' THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE.. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>James Schumaker</i>	TELEPHONE (734) 998-5550	DATE June 28, 2010
TITLE Executive Vice President	FEIN 38-2625897	ADDRESS CHANGES TO BE NOTED ABOVE

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**Request for
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BID OPENING DATE: 06/30/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT,</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS, WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>James Schumaker</i>	TELEPHONE (734) 998-5550	DATE June 28, 2010
TITLE Executive Vice President	FEIN 38-2625897	ADDRESS CHANGES TO BE NOTED ABOVE

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Request for Quotation

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06/09/2010				

BID OPENING DATE: **06/30/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ELECTRONIC MEDIUM SUCH AS CD-ROM. REV. 05/26/2009		
				NOTICE		
				A SIGNED BID MUST BE SUBMITTED TO:		
				DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25505-0130		
				THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:		
				SEALED BID		
				BUYER: FRANK WHITTAKER-FILE 44		
				RFQ. NO.: PSC11518		
				BID OPENING DATE: 06/30/2010		
				BID OPENING TIME: 1:30 PM		
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Frank Whittaker</i>	TELEPHONE (734) 998-5550	DATE June 28, 2010
TITLE Executive Vice President	FEIN 38-2625897	ADDRESS CHANGES TO BE NOTED ABOVE

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Request for Quotation

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VENDOR

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06/09/2010				

BID OPENING DATE: **06/30/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY):						
***** THIS IS THE END OF RFQ PSC11518 ***** TOTAL:						<u>\$44,600</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE (734) 998-5550	DATE June 28, 2010
TITLE Executive Vice President	FEIN 38-2625897	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

REQUEST FOR QUOTATIONS

PSC11518

Consumer Advocate Division
Public Service Commission
PSC Case No. 10-0173-E-PC
Monongahela Power Co., The Potomac Edison Power Co., Trans-Allegheny Interstate Line Co., and FirstEnergy Corp.

The Consumer Advocate Division of the Public Service Commission of West Virginia ("CAD") is soliciting bids for the provision of consulting services in connection with the proposed merger of FirstEnergy Corp. with Monongahela Power Co., The Potomac Edison Power Co., and Trans-Allegheny Interstate Line Co., PSC Case No. 10-0173-R-PC Under the proposed merger, which will involve a stock transfer, Allegheny Energy, Inc., the parent of the two utility subsidiaries, will become a direct, wholly-owned subsidiary of FirstEnergy.

The Consumer Advocate Division has formally intervened on behalf of residential customers of the electric utilities in this case. Case filings can be reviewed at the Commission's web site at: <http://www.pse.state.wv.us/>. (Direct links to the filings are not available, Search by case number using the "case information" function of the site.)

Monongahela Power is an Ohio corporation and currently provides service to approximately 383,600 residential commercial and industrial customers in 35 counties in West Virginia. Potomac Edison is a Maryland and Virginia corporation which provides electric utility service to 131,500 customers in seven counties in West Virginia. Mon Power and Potomac Edison operate in West Virginia under the trade name "Allegheny Power."

FirstEnergy is a diversified energy company headquartered and incorporated in Ohio. Its subsidiaries and affiliates are involved in the generation, transmission, and distribution of electricity, as well as *energy management*, retail energy supply, and other energy-related services. Its seven subsidiary electric utility operating companies serve approximately 4.5 million customers in Ohio, Pennsylvania, New Jersey and New York and comprise the nation's fifth largest investor-owned electric system. It has over 13,000 employees and a current total capacity of 14,346 mw; it had approximately \$13 billion in revenues in 2009 and its total assets exceed \$34 billion.

Under the applicable statute, West Virginia Code §24-2-12, the applicants must demonstrate that the terms and conditions of the proposed transaction are reasonable and do not adversely affect the public and that none of the parties is given an undue advantage over another.

The Consumer Advocate Division will handle general policy issues in the case. The consultant will be expected to provide expert testimony on all other issues arising in the context of the proposed transaction,

Attached to this RFQ is a bid form to be used in submitting your quotations, Each bidder needs to submit a list of employees and/or job titles for persons working on this case, their estimated hours and their hourly rates. The hourly rates need to be all-inclusive (i.e. there will be no separate reimbursement for expenses such as travel). The bid will be awarded based upon the estimated not to exceed total price. The consultant will only be reimbursed up to the total number of hours estimated for each employee and/or job title,

Consultants shall be required to have participated in a minimum of ten (10) utility cases involving similar transactions and must have at least 10 years experience testifying in regulated utility matters on a wide variety of issues relating to similar transactions. Upon request, consultant shall submit proof. Consultants shall provide a list of any cases that could be in conflict with this case. Consultants must be Certified Public Accountants or have advanced degrees in business, economics, finance or accounting. The consultants must be able to coordinate and incorporate recommendations from multiple witnesses testifying on behalf of the Consumer Advocate Division. Estimated number of hours is for bidding purposes only, because actual number of hours is unknown.

PSC11518 - CONSULTING BID FORM			
Employee/Title	Not to Exceed Number of Hours'	Hourly Rate	Extended Price
Dennis J. Schumaker	40	\$ 235	\$ 9,400
David P. Vondle	80	\$ 220	\$ 17,600
Patricia H. Schumaker	80	\$ 220	\$ 17,600
		\$	\$
		\$	\$
		\$	\$
Total			\$ 44,600
Bidder/Vendor Information:			
Name:	<u>Schumaker & Company, Inc.</u>		
Address:	<u>3101 Walnut Ridge Drive</u>		
	<u>Ann Arbor, MI 48103-2195</u>		
Phone*	<u>(734) 998-5550</u>	Fax:	<u>(734) 998-5590</u>
Email Address:	<u>dschumaker@schuco.com</u>		
Contact Coordinator Information:			
Name:	<u>Dennis J. Schumaker</u>		
Address:	<u>3101 Walnut Ridge Drive</u>		
	<u>Ann Arbor, MI 48103-2195</u>		
Phone #'	<u>(734) 998-5550</u>	Fax:	<u>(734) 998-5590</u>
Email Address:	<u>dschumaker@schuco.com</u>		
The Consultant will not be reimbursed for hours that exceed the total hours for each Employee/Title			



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
PSC11518

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER
304-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

PUBLIC SERVICE COMMISSION
CONSUMER ADVOCATE DIVISION
700 UNION BUILDING
723 KANAWHA BOULEVARD EAST
CHARLESTON, WV
25301 **304-558-0526**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/09/2010				
BID OPENING DATE: 06/30/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		961-20		
<p>CONSULTING SERVICES FOR CASE NO. 10-0173-E-PC</p> <p>REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA PUBLIC SERVICE COMMISSION, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH CONSULTING SERVICES IN CONNECTION WITH THE PROPOSED MERGER OF FIRSTENERGY CORPORATION WITH MONONGAHELA POWER COMPANY, THE POTOMAC EDISON AND TRANS-ALLEGHENY INTERSTATE LINE COMPANY: CASE NO. 10-0173-E-PC PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS JUNE 22, 2010 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
{a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
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ADDRESS CORRESPONDENCE TO ATTENTION OF
**FRANK WHITTAKER
 304-558-2316**

RFQ COPY
 TYPE NAME/ADDRESS HERE

PROPERTY

SHIP TO

**PUBLIC SERVICE COMMISSION
 CONSUMER ADVOCATE DIVISION
 700 UNION BUILDING
 723 KANAWHA BOULEVARD EAST
 CHARLESTON, WV
 25301 304-558-0526**

DATE PRINTED 06/09/2010	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 06/30/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF
**FRANK WHITTAKER
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VENDOR

RFQ COPY
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SHIP TO

**PUBLIC SERVICE COMMISSION
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 700 UNION BUILDING
 723 KANAWHA BOULEVARD EAST
 CHARLESTON, WV
 25301 304-558-0526**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/09/2010				

BID OPENING DATE: **06/30/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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State of West Virginia
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Request for Quotation

RFO NUMBER
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ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER 304-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

PUBLIC SERVICE COMMISSION
 CONSUMER ADVOCATE DIVISION
 700 UNION BUILDING
 723 KANAWHA BOULEVARD EAST
 CHARLESTON, WV
 25301 304-558-0526

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/09/2010				

BID OPENING DATE: 06/30/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
PSC11518

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ADDRESS CORRESPONDENCE TO ATTENTION OF
**FRANK WHITTAKER
 304-558-2316**

RFQ COPY

TYPE NAME/ADDRESS HERE

SHIP TO

**PUBLIC SERVICE COMMISSION
 CONSUMER ADVOCATE DIVISION
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 723 KANAWHA BOULEVARD EAST
 CHARLESTON, WV
 25301 304-558-0526**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/09/2010				

BID OPENING DATE: **06/30/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ELECTRONIC MEDIUM SUCH AS CD-ROM. REV. 05/26/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: FRANK WHITTAKER-FILE 44 RFQ. NO.: PSC11518 BID OPENING DATE: 06/30/2010 BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
PSC11518

PAGE
6

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER
304-558-2316

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

PUBLIC SERVICE COMMISSION
CONSUMER ADVOCATE DIVISION
700 UNION BUILDING
723 KANAWHA BOULEVARD EAST
CHARLESTON, WV
25301 304-558-0526

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/09/2010				

BID OPENING DATE: **06/30/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ PSC11518 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

REQUEST FOR QUOTATIONS

PSC11518

Consumer Advocate Division
Public Service Commission
PSC Case No. 10-0173-E-PC
Monongahela Power Co., The Potomac Edison Power Co., Trans-Allegheny Interstate Line Co., and FirstEnergy Corp.

The Consumer Advocate Division of the Public Service Commission of West Virginia ("CAD") is soliciting bids for the provision of consulting services in connection with the proposed merger of FirstEnergy Corp. with Monongahela Power Co., The Potomac Edison Power Co., and Trans-Allegheny Interstate Line Co., PSC Case No. 10-0173-E-PC. Under the proposed merger, which will involve a stock transfer, Allegheny Energy, Inc., the parent of the two utility subsidiaries, will become a direct, wholly-owned subsidiary of FirstEnergy.

The Consumer Advocate Division has formally intervened on behalf of residential customers of the electric utilities in this case. Case filings can be reviewed at the Commission's web site at: <http://www.psc.state.wv.us/>. (Direct links to the filings are not available. Search by case number using the "case information" function of the site.)

Monongahela Power is an Ohio corporation and currently provides service to approximately 383,600 residential, commercial and industrial customers in 35 counties in West Virginia. Potomac Edison is a Maryland and Virginia corporation which provides electric utility service to 131,500 customers in seven counties in West Virginia. Mon Power and Potomac Edison operate in West Virginia under the trade name "Allegheny Power."

FirstEnergy is a diversified energy company headquartered and incorporated in Ohio. Its subsidiaries and affiliates are involved in the generation, transmission, and distribution of electricity, as well as energy management, retail energy supply, and other energy-related services. Its seven subsidiary electric utility operating companies serve approximately 4.5 million customers in Ohio, Pennsylvania, New Jersey and New York and comprise the nation's fifth largest investor-owned electric system. It has over 13,000 employees and a current total capacity of 14,346 mw; it had approximately \$13 billion in revenues in 2009 and its total assets exceed \$34 billion.

Under the applicable statute, *West Virginia Code* §24-2-12, the applicants must demonstrate that the terms and conditions of the proposed transaction are reasonable and do not adversely affect the public and that none of the parties is given an undue advantage over another.

The Consumer Advocate Division will handle general policy issues in the case. The consultant will be expected to provide expert testimony on all other issues arising in the context of the proposed transaction.

Attached to this RFQ is a bid form to be used in submitting your quotations. Each bidder needs to submit a list of employees and/or job titles for persons working on this case, their estimated hours and their hourly rates. The hourly rates need to be all-inclusive (i.e. there will be no separate reimbursement for expenses such as travel). The bid will be awarded based upon the estimated not to exceed total price. The consultant will only be reimbursed up to the total number of hours estimated for each employee and/or job title.

Consultants shall be required to have participated in a minimum of ten (10) utility cases involving similar transactions and must have at least 10 years experience testifying in regulated utility matters on a wide variety of issues relating to similar transactions. Upon request, consultants shall submit proof. Consultants shall provide a list of any cases that could be in conflict with this case. Consultants must be Certified Public Accountants or have advanced degrees in business, economics, finance or accounting. The consultants must be able to coordinate and incorporate recommendations from multiple witnesses testifying on behalf of the Consumer Advocate Division. Estimated number of hours is for bidding purposes only, because actual number of hours is unknown.

PSC11518 - CONSULTING BID FORM

Employee/Title	Not to Exceed Number of Hours*	Hourly Rate	Extended Price
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		Total	\$

Bidder / Vendor Information:

Name: _____

Address: _____

Phone #: _____

Email Address: _____

Contact Coordinator Information:

Name: _____

Address: _____

Phone #: _____

Email Address: _____

The Consultant will not be reimbursed for hours that exceed the total hours for each Employee/Title

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____
Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division Will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a Minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a Minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid, or,
4. Application is made for 6% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above: or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 15% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director Of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order,

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Schumaker & Company, Inc. Signed: [Signature] Title: Executive Vice President Date: June 28, 2010

* Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

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Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Schumaker & Company, Inc.

Authorized Signature: *[Signature]* Date: June 28, 2010

State of Michigan

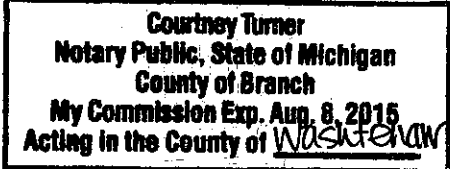
County of Washtenaw, to-wit:

Taken, subscribed, and sworn to before me this 28th day of June, 2010

My Commission expires August 8, 2015

AFFIX SEAL HERE

NOTARY PUBLIC *[Signature]*



6.28.10

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Handwritten text enclosed in a rectangular box, likely a stamp or a specific note. The text is mirrored and appears to be a header or footer, possibly containing the name of the institution or organization.