



**FirstEnergy Service Company**

**As agent for**

**The Cleveland Electric Illuminating Company**

**Ohio Edison Company**

**The Toledo Edison Company**

**Request for Proposals**

**for**

**Ohio Compliant Renewable Energy Credits (RECs) for delivery in  
2009 and/or 2010 and/or 2011.**

Issued: September 23, 2009

Pre-qualifications for Credit Preferred: October 9, 2009

Credit, Qualifications & Pricing Due Date: October 14, 2009

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## **1. Introduction**

Navigant Consulting, Inc. (“NCI”), on behalf of The Cleveland Electric Illuminating Company, Ohio Edison Company and The Toledo Edison Company, (“FirstEnergy”), is administering this Request for Proposal (“RFP”), establishing the right to purchase Renewable Energy Credits (“RECs”) derived from existing or substantially completed renewable energy facilities. To qualify for this RFP such renewable energy facilities must be located within either Ohio or those states contiguous to Ohio. For this RFP “Contiguous State(s)” means states which share a border with Ohio, specifically Michigan, Indiana, Kentucky, West Virginia, and Pennsylvania and these states, together with Ohio, shall be referred to as “All-States”. RECs shall be priced on a fixed unit price basis for 2009 and/or 2010 and/or 2011 in the amounts specified herein. FirstEnergy is soliciting proposals for purposes of complying with the renewable energy and solar energy resource requirements of R.C. 4928.01, R.C. 4928.64, and R.C. 4928.65 (“Ohio Law”) to purchase benchmark amounts of RECs in each of the following categories: Ohio Solar RECs, All-States Solar RECs and Ohio All Renewable RECs.

NCI will evaluate proposals from this RFP in two phases. Respondents must separate Credit Application and Qualification Proposals from Pricing Proposals. Pricing Proposals should be provided separately for each proposed price, year and category of RECs proposed.

Phase 1 “Evaluation”: NCI will open and evaluate only the Credit Applications and Qualification Proposals to determine Respondent’s credit line and qualifications, as described in detail in Section 5 herein. These qualifications include the ability to provide compliant RECs derived from renewable energy facilities in accordance with Ohio Law.

Phase 2 “Pricing”: NCI will only open Pricing Proposals from Respondents satisfying the Phase 1 Evaluation and deemed qualified. Pricing Proposals will be sorted by location (Ohio, All-States), type (Solar, All Renewable) and then price.

Upon selection, FirstEnergy will execute a REC Purchase and Sale Agreement with each Successful Respondent in the form of a Renewable Energy Credit Purchase and Sale Agreement or Solar Renewable Energy Credit Purchase and Sale Agreement (for solar RECs) (each agreement hereinafter referred to as “REC Purchase and Sale Agreement”) . No significant changes to the REC Purchase and Sale Agreement will be permitted.

## **2. Scope**

All proposed RECs must be certified by the Public Utilities Commission of Ohio (the “PUCO”) prior to delivery to FirstEnergy. Respondents may propose RECs that are in the process of certification provided they meet all qualifications. Respondents which have been selected and have executed a REC Purchase and Sale Agreement shall deliver the agreed upon RECs to FirstEnergy using either the PJM Environmental Information Services, Inc.’s (PJM EIS) Generation Attribute Tracking System (GATS) or the Midwest Independent Transmission

System Operator, Inc.'s (MISO) Midwest Renewable Energy Tracking System (M-RETS).

Table 1 represents an estimate of annual quantities of RECs solicited in this RFP and is subject to change based on the actual baseline calculation. FirstEnergy, at its sole discretion, may select more or fewer annual quantities of RECs.

**Table 1. Estimated Annual Quantity of RECs Desired**

| <b>REC Type</b>                                | <b>2009</b>   | <b>2010</b>   | <b>2011</b>    |
|--|---------------|---------------|----------------|
| Ohio Solar RECs                                | 1,040         | 2,600         | 3,250          |
| Ohio All Renewable RECs                        | 43,960        | 77,400        | 105,084        |
| <b>Total Ohio RECs</b>                         | <b>45,000</b> | <b>80,000</b> | <b>108,334</b> |
|  |               |               |                |
| All-States Solar RECs                          | 1,040         | 2,600         | 3,250          |
|  |               |               |                |
| <b>Total Annual RECs (including Ohio RECs)</b> | <b>46,040</b> | <b>82,600</b> | <b>111,584</b> |

The first contract term shall be from November 1, 2009 through December 31, 2009. The second contract term shall be January 1, 2010 through December 31, 2010. The third contract term shall be January 1, 2011 through May 31, 2011. Respondents may submit a proposal for one or more contract terms; and FirstEnergy may select any or all terms. Respondents may submit Pricing Proposal(s) for multiple terms separately at separate prices or for all three terms together.

RECs shall be delivered to FirstEnergy in accordance with the minimum delivery schedule set forth in Table 2, beginning on February 15, 2010. Respondents may deliver a larger percentage of annual RECs earlier in the annual delivery period, but Respondents are required to meet the minimum delivery schedule. Respondents providing RECs derived from solar renewable energy resources may arrange to have their solar RECs delivered on a monthly schedule.

**Table 2. RECs Minimum Delivery Schedule**

| <b>Quarter</b> | <b>Deliver By</b>  | <b>2009</b>           | <b>2010</b>           | <b>2011</b>           |
|----------------|--------------------|-----------------------|-----------------------|-----------------------|
| <b>Q1</b>      | <b>April 15</b>    | <i>Not applicable</i> | <b>10%</b>            | <b>50%</b>            |
| <b>Q2</b>      | <b>May 31</b>      | <i>Not applicable</i> | <i>Not applicable</i> | <b>50%</b>            |
| <b>Q3</b>      | <b>July 15</b>     | <i>Not applicable</i> | <b>20%</b>            | <i>Not applicable</i> |
|                | <b>October 15</b>  | <i>Not applicable</i> | <b>40%</b>            | <i>Not applicable</i> |
| <b>Q4</b>      | <b>December 15</b> | <b>25%</b>            | <b>30%</b>            | <i>Not applicable</i> |
|                | <b>February 15</b> | <b>75%</b>            | <i>Not applicable</i> | <i>Not applicable</i> |

### 3. Schedule and RFP Information

Table 3 sets forth significant target dates for this RFP. The time for each deadline on the specified date is 5:00 P.M. Eastern Prevailing Time (“EPT”). FirstEnergy reserves the right to modify these dates at its discretion.

**Table 3. Target RFP Schedule**

| Activity  | Date               |
|---|--------------------|
| Issue RFP   | September 23, 2009 |
| RFP Overview Teleconference ( <del>11:00</del> <u>10:00</u> AM EPT)   | October 6, 2009    |
| FAQ Deadline  | October 7, 2009    |
| FAQ Responses Posted to Website   | October 9, 2009    |
| Preferred Credit Information Date   | October 9, 2009    |
| Proposal Due Date: All materials-Qualifying Application, Pricing Proposal, Certification of Acceptance of REC Purchase and Sale Agreement(s), Credit Information (if not already provided). | October 14, 2009   |
| Contract Award  | October 20, 2009   |
| Executed PDFs due back from winning bidders   | October 21, 2009   |
| Hard copy contracts due back executed from winning bidders  | October 23, 2009   |

**RFP Overview Teleconference:** On **October 6, 2009** at 10:00 A.M. EPT, NCI, with FirstEnergy, will conduct a teleconference to outline the RFP process and the terms of the REC Purchase and Sale Agreement(s). Potential Respondents are urged to review this RFP, including attachments, prior to the teleconference. NCI and FirstEnergy will answer questions raised at this teleconference to the extent possible. This teleconference will be conducted via WebEx. The link to the WebEx session and the dial-in number will be posted to the RFP website located at [www.firstenergyrenewable.com/2009OhioRFP2](http://www.firstenergyrenewable.com/2009OhioRFP2).

**Credit Information Due Date:** Respondents are strongly encouraged to provide all the credit information requested by Friday, October 9, 2009. Respondents that provide credit information by that date will receive an email confirming receipt of this information. Respondents may wait and provide their credit information simultaneously with their pricing proposals. However, if credit information is provided simultaneously with pricing the respondent foregoes the opportunity to make corrections or additions. Respondents who do not provide adequate credit information will be deemed ineligible and will not be considered for further evaluation.

Note, that if a Respondent is rated by one of the standard credit rating agencies, the Respondent must provide documentation of such rating. If a Respondent is not rated by one of the standard rating agencies, or if such rating is not adequate to provide coverage for the amount to be proposed, then, the Respondent must provide a Letter of Commitment that it is willing to post security to meet the requirements of the RECs purchase. However, if the total dollar value of the Respondent's proposal under this RFP is less than \$100,000, no security is required provided the Respondent has no special conditions (for example, is in bankruptcy).

**Respondent Inquiries:** On or before the FAQ Deadline of October 7, 2009, Respondents may submit questions to NCI via electronic mail at [rfp@navigantconsulting.com](mailto:rfp@navigantconsulting.com). To the extent possible, questions submitted prior to the RFP Overview Teleconference will be addressed by NCI during the teleconference. Additional questions submitted and answered by NCI thereafter shall be posted with answers in the FAQ section of the RFP website located at [www.firstenergyrenewable.com/2009OhioRFP2](http://www.firstenergyrenewable.com/2009OhioRFP2). Answers to all FAQ will be posted to the RFP website on or about October 9, 2009. The person or company submitting the question shall not be identified. While NCI will review and attempt to answer questions in good faith, NCI reserves the right not to answer any question. Respondents are encouraged to use the FAQ and Webinar to inquire about the RFP. Respondents may not contact individual NCI employees to inquire regarding the RFP.

**Eligibility:** Proposals may be submitted by existing or substantially completed facilities or by parties that have the right to market RECs from renewable energy facilities consistent with any and all applicable Ohio laws, rules and regulations, including without limitation, those promulgated by the PUCO. Successful Respondents must deliver RECs to FirstEnergy on a schedule as specified in Table 2, or on a monthly basis as otherwise noted above for solar RECs.

**Certified RECs:** All RECs shall (i) be delivered from renewable energy facilities consistent with any and all applicable Ohio laws, rules and regulations, including without limitation, those promulgated by the PUCO; (ii) be certified by the PUCO; (iii) have been produced after July 31, 2008; and (iv) become the sole property of FirstEnergy. In order to become a renewable energy facility eligible to generate RECs that may be used by FirstEnergy for compliance with Ohio Law, a facility must be certified by the PUCO. The application form and affidavit are available on the PUCO web site at [www.puco.ohio.gov/PUCO/Forms](http://www.puco.ohio.gov/PUCO/Forms). For purposes of this RFP, FirstEnergy will accept RECs from facilities that have applied for and expect to receive PUCO certification in time for delivery for the appropriate term.

**Geographic Location:** All RECs must be delivered from the PUCO certified, renewable energy facilities located in Ohio or in a Contiguous State.

**General Requirements:** Successful Respondents must be able to meet all requirements of the REC Purchase and Sale Agreement. All terms described in the REC Purchase and Sale Agreement are considered final and non-negotiable. Respondents will be required to demonstrate in their proposal that they can meet all specified terms of the REC Purchase and Sale Agreement and that they take no exception to its terms. Failure to do so will result in exclusion of the

Respondent's proposal from further consideration.

**Contract for RECs Only:** REC Purchase and Sale Agreements executed pursuant to this RFP will be for RECs only. FirstEnergy shall not take title under this RFP to any energy or capacity generated by the renewable energy facility generating the RECs purchased by FirstEnergy. Successful Respondents shall be responsible for undertaking all activities and paying all costs and charges associated with developing, permitting, and operating any renewable energy facility that may be owned by, or belong to Respondent, and delivering energy associated with the purchased RECs to an interconnection point within the MISO or PJM Interconnection grid.

**Delivery of RECs:** All RECs shall be delivered to FirstEnergy using either the PJM Environmental Information Services, Inc.'s (PJM EIS) Generation Attribute Tracking System (GATS) or the Midwest Independent Transmission System Operator, Inc.'s (MISO) Midwest Renewable Energy Tracking System (M-RETS).

**Pricing and Term:** Respondent will specify in its Pricing Proposal(s) a contract amount of RECs to be delivered to FirstEnergy (the "Contract Amount") in 2009 and/or 2010 and/or 2011 with a single, fixed price for each delivered REC (\$/REC price). The first contract term (Term 1) shall be November 1, 2009 through December 31, 2009. The second contract term (Term 2) shall be January 1, 2010 through December 31, 2010. The third contract term (Term 3) shall be January 1, 2011 through May 31, 2011. Respondents may submit a proposal for one or more of the above terms. Respondents must list the number of RECs proposed for each term and the price associated with the RECs for that term. For solar generators that may not be familiar with estimating the amount of solar RECs produced, the Pricing Proposal pages provide a formula that may be used as a guideline.

**Banked RECs:** Banked RECs that were produced by certified and eligible renewable energy facilities after July 31, 2008 will be accepted, provided they comply with the requirements of this RFP.

**Not Unit Contingent:** RECs provided pursuant to REC Purchase and Sale Agreements executed pursuant to this RFP are not unit contingent. Should a Successful Respondent fail to secure RECs from the renewable resource facility the Successful Respondent originally planned to use to provide RECs, it is that Successful Respondents' obligation to provide compliant RECs of the same category (e.g., Ohio All Renewable) and vintage year (e.g., RECs applicable for that term). Failure to provide compliant RECs on the defined schedules may constitute an event of default under the REC Purchase and Sale Agreement, and FirstEnergy shall have the right to purchase replacement RECs and charge the defaulting party for the costs and for any penalties it subsequently incurs as a result of such default.

- **Submittal Requirements:** The following identifies the requirements that all proposals must meet in order to be considered for selection. RECs offered in proposals must be PUCO certified or in the process of becoming PUCO certified. Such PUCO certification may include PUCO initiated audits or reviews. Proposals that do not meet the following criteria will be deemed ineligible and will not be considered for further evaluation. NCI

and/or FirstEnergy reserves the right to audit documentation and certifications submitted with Respondent's proposal. All proposals must include concise and complete information on the following topics:

- **Respondent's Information:** Name of Company, Address, and Company Representative (name, phone number, email address and fax number). Provide a list of all affiliated companies, including holding companies, subsidiaries or predecessor companies presently or in the last four years engaged in selling RECs or developing power supply projects.
- **Legal Proceedings:** List all lawsuits, regulatory proceedings, or arbitration in which the Respondent or its affiliates or predecessors have been or are engaged that could affect Respondent's performance of its proposal or that is or was related to a renewable energy auction or request for proposals. Identify the parties involved in such lawsuits, proceedings, or arbitration, and the resolution or present status of such matters.
- **Other Information:** It is Respondent's responsibility to provide any and all information that could impact Respondent's proposal. If it appears that information is inadvertently omitted from a proposal, NCI may, but is not required to, contact the Respondent to request such information.

**Confidentiality:** NCI and FirstEnergy will take reasonable precautions and efforts to maintain the confidentiality of Respondent's proposal. Respondents should clearly identify each page of information that NCI and FirstEnergy should consider to be confidential or proprietary. Regardless of such markings, confidential information may be subject to review by the PUCO, or other governmental authority or judicial body relating to these matters and may be subject to legal discovery. Under such circumstances, FirstEnergy will make all reasonable efforts to protect Respondent's confidential information.

**Multiple Proposals:** Respondents may submit multiple proposals provided that each such proposal offers different Contract Amounts at different prices or represents different categories of RECs. Multiple proposals must be structured in a way that, should all proposals be selected, the Respondent is capable of delivering the total Contract Amounts being offered. Where Respondent plans to use Banked RECs to meet its requirements this should be so noted.

**Additional Information:** NCI may, but is not obligated to, request additional information and materials from any Respondent for evaluation of its proposal. Information submitted by a Respondent absent a request by NCI which is not in the nature of a correction or clarification to the proposal will not be considered. If any information in a proposal is no longer valid or true, prior to selection, Respondent shall immediately notify NCI of changed information. Failure to provide such notification, or respond to a request for additional information and materials by NCI, may result in disqualification of Respondent's proposal. NCI shall have no duty to inform any Respondent of any deficiency in its proposal.

## 4. Phase 1 Evaluation: Qualification of Proposals

**Phase 1 Evaluation:** Phase 1 is a qualification evaluation, based on the information provided by the Respondent to determine whether the Respondent and its proposed RECs meet the RFP requirements. During Phase 1, NCI may, but is not obligated to, request additional information and materials from any Respondent for qualification of its proposal.

Qualifications:

- Respondent must provide a completed application for certification with the PUCO which gives among other things the project(s)' physical location, technology, installation date, etc.

If the RECs will be generated by a renewable energy facility that is not currently in Commercial Operation, the Respondent must also provide:

- An executed Interconnection Agreement with PJM or MISO or Ohio utilities;
- Documentation that the renewable energy facility has obtained or will obtain all required local, state and federal permits;
- An executed Construction Service Agreement (CSA) with the relevant utility for 2009 RECs or documentation that supports a CSA will be executed within six months of the close of the RFP for 2010/2011 RECs (or other similar documentation).

Note that non-completion or late completion of a planned renewable generation facility will not relieve a Successful Respondent of its requirement to provide RECs on the defined schedule pursuant to the REC Sale and Purchase Agreement.

- Credit. Respondent must have established its creditworthiness or agreed to post appropriate credit.
- Respondent must provide confirmation of its acceptance of the REC Purchase and Sale Agreement, with no significant changes.
- Banked RECs: Banked RECs that were generated after July 31, 2008 are acceptable provided they comply with all other requirements of the RFP.
- Resource Location. FirstEnergy will select RECs in order to meet its Ohio Law requirements; including from Ohio Solar RECs, All-States Solar RECs or Ohio All Renewable RECs.

## 5. Phase 2 Pricing: Proposal Sorting

**Phase 2 Pricing:** The proposed pricing will be sorted by the category requirements of Ohio Law then by proposed price. If there are competing proposals at the same price, NCI will select the largest volume proposed, up to the amount desired, first, except that FirstEnergy reserves the right to limit the total amount from any one party in order to preserve a diversity of suppliers. FirstEnergy reserves the right to select RECs beyond what is estimated in Table 1 to bank for compliance in future years.

A second step in the sorting process is that the total dollar value of the proposal offered by each party will be compared with the total credit line available to that party, based on the party's credit rating and/or the party's acceptance of an agreement to post appropriate security. If the total dollar value of the proposal offered by a party exceeds the party's credit limit, then NCI will only consider the party's proposed RECs up to the amount of its credit limit.

Only the execution of a REC Purchase and Sale Agreement by both FirstEnergy and the Respondent will constitute a "Winning Proposal".

**Execution of REC Purchase and Sale Agreement:** FirstEnergy shall prepare a REC Purchase and Sale Agreement with information from the successful Respondent's Qualification and Pricing Proposals inserted and transmit such completed copies to the applicable Respondent. Respondent shall execute and return the REC Purchase and Sale Agreement to FirstEnergy via an email with a PDF of the executed agreement within 24 hours. Within three (3) business days of receipt of hard copy Respondent shall execute such hard copy and return said document to NCI along with the required security instruments. Respondents who have particular difficulties with these requirements may contact NCI to determine whether special arrangements are available.

**Disqualification:** Failure of a successful Respondent to execute the REC Purchase and Sale Agreement via PDF and email within 24 hours and to provide the required executed hard copy and security instruments to FirstEnergy within the three (3) day time period may result in the disqualification of such proposal or potential legal action by FirstEnergy.

## 6. Submittal of Proposals

**Proposal:** In order to submit a proposal in response to this RFP, a Respondent must submit either a hardcopy or emailed proposal. For hardcopy proposals:

- Submit one printed original and one electronic version on a CD-ROM of its Qualification Proposal and its Application-Acceptance of REC Purchase and Sale Agreement; (and Credit Application if not already submitted); and
- Submit in separate, sealed and marked envelopes, a printed original Pricing Proposal for each pricing option proposed.
  - Each envelope to be marked as follows:

Confidential Pricing Proposal

DO NOT OPEN UNTIL PHASE 2

Name of Respondent

Category of RECs (Ohio Solar RECs; Ohio All Renewable RECs; All-States Solar RECs)

For emailed proposals:

- Submit one email to [rfp@navigantconsulting.com](mailto:rfp@navigantconsulting.com) with separate attachments for:
  - Credit Application (File name: COMPANY\_DATE\_CreditApp.pdf) if not already provided.
  - Qualification Proposal (File name: COMPANY\_DATE\_Qualification)
  - Application-Acceptance of REC Purchase and Sale Agreement (File name: COMPANY\_DATE\_Acceptance\_REC\_Agreement.pdf)
  - Each separate Pricing Proposal (File name: COMPANY\_DATE\_Pricing Proposal\_YEAR\_REC CATEGORY)

**All proposals must be received at the following address no later than 5:00 pm EPT on October 14, 2009.**

All proposals submitted in response to this RFP must be sent to NCI. Such proposals must be emailed to [rfp@navigantconsulting.com](mailto:rfp@navigantconsulting.com), delivered via registered mail, or certified mail, or overnight courier, or hand delivery to the following address below. **Faxed proposals will not be accepted.**

Navigant Consulting, Inc.  
Attn: Leah Bissonette  
1400 Old Country Road Suite, 402  
Westbury, NY 11590-5156,  
Phone: (516) 876-4036

Any proposal(s) received after the above date and time shall be returned without consideration. Respondent is solely responsible for the timely delivery of any submission for this RFP. Proposals which are incomplete or otherwise do not satisfy all requirements of this RFP shall not be considered. Submission of a proposal constitutes a Respondent's agreement to accept the terms and conditions of this RFP.

**Communications:** This RFP includes and imposes certain restrictions on communications between NCI/FirstEnergy and Respondents. A Respondent is restricted from making contacts (i.e., an oral, written or electronic communication) which a reasonable person would infer as an attempt to unduly influence the award, denial, or amendment of a contract from the issuance of the RFP through the final award and approval of the resulting REC Purchase and Sale Agreement(s) by FirstEnergy to any FirstEnergy staff or its consultant (NCI) other than as designated herein.

FirstEnergy's designated consultant for this RFP is Ms. Leah Bissonette, Director, Navigant Consulting (NCI), (516) 876-4036. Please use Ms. Bissonette as the primary point of contact. All email communication should be addressed to [rfp@navigantconsulting.com](mailto:rfp@navigantconsulting.com).

**Costs:** Neither FirstEnergy nor NCI shall have any responsibility whatsoever with respect to the costs incurred by any Respondent in considering or responding to this RFP, including but not limited to (i) any costs of preparing any materials submitted to NCI or FirstEnergy; (ii) any costs associated with any studies, permits, or other agreements contemplated by this RFP; (iii) any costs associated with any renewable energy facilities; (iv) any costs associated with financing, employees or consultants, or real property.

**Disclaimer:** Neither NCI nor FirstEnergy makes any 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 NCI or FirstEnergy during the RFP process. Each Respondent 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 NCI or FirstEnergy to incur any liability (whether contractual, financial or otherwise) to any Respondent participating in the RFP process, and by submitting a proposal, Respondent releases NCI and FirstEnergy from any and all claims, demands, actions, losses, liabilities, and expenses (including reasonable legal fees and expenses) relating to this RFP.

**Not an Offer:** This RFP is issued to elicit responses to FirstEnergy's inquiry and is not an offer. The issuance of the RFP and the submission of Respondent's information do not create any obligation upon FirstEnergy to buy goods or services from a Respondent, and FirstEnergy reserves the right to accept or reject any or all proposals received. FirstEnergy 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 Respondents. No contract or other binding obligation on FirstEnergy will be implied unless and until an agreement has been executed on terms and conditions acceptable to FirstEnergy. FirstEnergy also reserves the right to not execute agreements with any or all Respondents should FirstEnergy determine, in its sole discretion, that such agreements would not guarantee delivery, would impose unreasonably high costs on FirstEnergy's customers and/or would violate existing regulatory rules or regulations.

**Non-conforming proposals:** NCI reserves the right to reject any proposal at any time on the grounds that it does not conform to the terms and conditions of this RFP or that Respondent has not complied with the requirements of this RFP.

**Interpretation:** Notwithstanding any provision of this RFP, in the event a REC Purchase and Sale Agreement is executed between a Respondent and FirstEnergy that agreement shall control over any provision of this RFP.