

STATE OF DELAWARE  
Office of Management and Budget  
Division of Facilities Management  
540 South Dupont Highway, Suite 1  
Dover, DE 19901

June 17, 2019

ISSUED BY: Megan Garrett  
Energy Resource Manager  
302-739-5644

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO. OMB19326-ELECT\_SUPPLY**  
**Statewide Competitive Supply of Electricity**

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## KEY CONTRACT INFORMATION

### 1. CONTRACT PERIOD

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Each contractor's contract shall be valid July 1, 2019 through June 30, 2023.

### 2. VENDORS

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**Talen Energy Supply LLC**  
2800 Post Oak Blvd, Suite 4325  
Houston, TX 77056  
POC: Samantha Fox  
PH: 888-289-7693  
EM: [customercare@talenenergy.com](mailto:customercare@talenenergy.com)  
FSF: 0000255940

### 3. PRICING

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\$0.05441/kWh, effective on the July 2019 meter read date for each account. Prices are subject to change based on Delmarva's Transmission (NITS) rates. Annual rate changes are released June 1st of each year.

The contract includes a 50% green power purchase of Renewable Energy Certificates (RECs), of which 45% are national wind RECs, 3% are Delaware RECs, and 2% are Delaware Solar RECs.

## ADDITIONAL TERMS AND CONDITIONS

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### 4. PAYMENT AND BILLING

The State shall pay the Supplier through monthly utility bills rendered by the EDC for each account included in this Contract in accordance with the applicable EDC's billing procedures. If estimated usage values are used by the EDC, the Supplier shall adjust all estimated usage values to actual metered consumption levels no later than one month after actual usage volumes are provided by the EDC.

### 5. FORCE MAJEURE

Except for the State's obligation to pay Supplier for Electricity delivered, if either Party is rendered unable, wholly or in part, to perform its obligations under this Agreement due to Force Majeure, to the extent affected by the Force Majeure the obligations of each Party will be suspended for the duration of such Force Majeure. A Party claiming Force Majeure shall promptly notify the other Party by telephone and confirm within a reasonable period of time by a written notice describing in reasonable detail the nature, and estimated duration, of such Force Majeure. The Force Majeure will, so far as possible, be remedied with all reasonable dispatch. If the duration of the Force Majeure event exceeds twenty (20) days, the Party not claiming Force Majeure may terminate the affected portions of this Agreement with ten (10) days written notice to the other Party. Any termination due to Force Majeure will not be subject to an early termination payment. High electric loads on the PJM grid or EDC's system such as were experienced during the "Polar Vortex" in 2014 are not considered Force Majeure.