



STATE OF DELAWARE
THE PUBLIC SERVICE COMMISSION
861 SILVER LAKE BOULEVARD, SUITE 100
CANNON BUILDING
DOVER, DELAWARE 19904
TELEPHONE: (302) 736-7500
FAX: (302) 739-4849

January 22, 2016

To: All Interested Electric Suppliers

Re: Request for Proposals (RFP)

The Electricity Affordability Committee (“EAC”), as directed by Senate Substitute No. 1, House Bill 160, FY2016 Bond and Capital Improvements Act of the State of Delaware, Section 68 (“EAC Section”), is seeking proposals from Electric Suppliers to contract with the State to offer an opt-in electric supply program that includes the potential benefits derived from a combination of a multi-year fixed price per kWh offer, value added products and services to help customers better manage their overall energy bills, and other potential consumer benefits. The Electricity Affordability Committee invites all interested parties to submit a written proposal in response to this RFP.

Respondents to this RFP will be expected to submit a proposal which meets the requirements as identified in the EAC Section of the Act. In addition each respondent should provide sufficient information in their proposal to permit the EAC to assess their company’s fiscal and technical experience to implement the proposed program within 90 days of acceptance. The successful offeror will be expected to coordinate the implementation of the program closely with the Delaware Public Service Commission to ensure the program includes appropriate customer awareness and marketing activities. Responding suppliers will be expected to submit a detailed proposal of their offering that meets the requirements and may be asked to attend a scheduled evaluation interview prior to the award of any contract.

The EAC anticipates awarding a minimum of a two year contract to the successful bidder within 90 days of the closing date. Depending on the program offering and the success of implementation, there may be contractual opportunity for an extension within the contract. One hard copy and one electronic copy of the response proposal should be received no later than **4:30 PM on Friday, February 26, 2016** at the following

address:

Delaware Public Service Commission
Attn: Joshua Bowman
BID PROPOSAL ENCLOSED
861 Silver Lake Boulevard, Suite 100
Dover, DE, 19904
Telephone: (302) 736-7500
E-mail: joshua.bowman@state.de.us

Include "BID PROPOSAL ENCLOSED" as the subject for the electronic copy.

Procedural, administrative, technical or contractual questions may be directed to the above same address or e-mail. Questions and responses will be posted to the PSC Website at (<http://www.depssc.delaware.gov/>) under Other/Requests for Proposals as well as on the State's Bid Solicitation Website at (<http://www.bids.delaware.gov/>)

We appreciate your response to this request.

Electricity Affordability Committee

RFP Schedule

Date/Time	Activity
January 22, 2016	Request for Proposal issued
February 5, 2016	Questions regarding RFP are due
February 12, 2016	Answers to questions regarding RFP will be posted
February 26, 2016, at 4:30 PM	RFP Response Due Date
May 26, 2016	Estimated award of contract

REQUEST TO PROVIDE PROPOSALS

The State of Delaware , Public Service Commission, seeks a qualified vendor under: The Energy Performance Contracting Act for an Opt-In Electrical Supply Program. This request for proposals (“RFP”) is issued pursuant to 29 Del. C. §§ 6976.

Sealed proposals for the following will be received by the Delaware Public Service Commission, 861 Silver Lake Boulevard, Suite 100, Cannon Building, Dover, Delaware, 19904 on behalf of the Electricity Affordability Committee until 4:30 pm, Friday, February 26, 2016 and thereafter shall be publicly opened, read and recorded:

REQUEST FOR PROPOSALS – ELECTRIC SUPPLIERS SEEKING TO CONTRACT WITH THE STATE TO OFFER AN OPT-IN ELECTRIC SUPPLY PROGRAM THAT INCLUDES THE POTENTIAL BENEFITS DERIVED FROM A COMBINATION OF A MULTI-YEAR FIXED PRICE PER KWH OFFER, VALUE ADDED PRODUCTS AND SERVICES TO HELP CUSTOMERS BETTER MANAGE THEIR OVERALL ENERGY BILLS, AND OTHER POTENTIAL CONSUMER BENEFITS.

The Electricity Affordability Committee (“EAC”) is seeking proposals from qualified electric supply companies to provide a contracted beneficial offering to Delaware customers seeking to purchase electric supply under Delaware’s customer choice program. Vendor will be required to contract with the State to provide a multi-year fixed price per KWh electric supply and other benefits which the company believes will provide value to their customers. The successful vendor will be expected to implement their proposed program in 90 days and to coordinate such implementation with the Delaware Public Service Commission.

Request for proposals is available on <http://www.bids.delaware.gov/> and <http://dep.sc.delaware.gov/rfp.shtml>. A copy can be picked up at 861 Silver Lake Blvd., Suite 100, Cannon Building, Dover, Delaware 19904 or requests for a copy to be mailed can be obtained by calling (302) 736-7500 between the hours of 8:00 am to 4:30 pm, Monday through Friday. The cost for a copy of this request for proposals is \$.10 per page.

The Electricity Affordability Committee may extend the time or change the location for the opening of bids from that described above. The EAC will provide no fewer than five calendar days’ notice of any changes by certified mail to those bidders who requested copies of the Request for Proposal.

A COPY OF THE ATTACHED REQUEST FOR ELECTRIC SUPPLY SERVICES TO THE STATE OF DELAWARE TO OFFER AN OPT-IN ELECTRIC SUPPLY PROGRAM THAT INCLUDES THE POTENTIAL BENEFITS DERIVED FROM A COMBINATION OF A MULTI-YEAR FIXED PRICE PER KWH OFFER, VALUE ADDED PRODUCTS AND SERVICES TO HELP CUSTOMER BETTER MANAGE THEIR OVERALL ENERGY BILLS, AND OTHER POTENTIAL CONSUMER BENEFITS WAS SENT TO THE FOLLOWING POTENTIAL VENDORS:

Ms. Anne Lindner Exelon Corporation	Ms. Bernice McIntyre WGL Energy
Mr. Bill Kress Greenfield & Kress, PA	Mr. Colin Fitzsimmons Direct Energy
Mr. Compton Ferrier Pepco Holdings Inc.	Mr. Cullen Hay Direct Energy
Mr. Dan Swayze T & M Associates	Mr. Doug Heinrich Direct Energy
Mr. Ed Jackson Ed Jackson Energy	Ms. Heidi Hawkins Washington Gas
Mr. Jordon Seemans Ruggerio Wilson	Ms Kandi Terry Just Energy
Ms Kara Haney Champion Energy	Ms Melissa Lauderdale IntegrystEnergy
Mr. Ron Cerniglia Direct Energy	Ms. Tara Pasca T and M Associates
Mr. Michael Nordlicht Agera Energy, LLC.	Ms. Patricia Zacharie Ambit Energy
Mr. Thomas Walker Clearview Electric, Inc.	Ms. Katie Fuller Community Energy, Inc.
Ms. Mollie Ring Energy Me Midwest LLC	Mr. Peter Schieffelin First Point Power, LLC
Ms. Erick Schmitt Ethical Electric	Mr. Michael Constantine Kleantricity, Inc.
Mr. Carey Drangula Glacial Energy of Maryland, Inc.	Ms. Carrie Baird-Forristall MidAmerican Energy Company
Ms. Mafalda Alves Liberty Power Holdings, LLC	Kari Binns Perigee Energy, LLC
Mrs. Aundrea Williams Nextera Energy Services, LLC	Mr. Alex Baldassano ResCom Energy, LLC
Ms. Leah Gibbons NRG Energy	Mr. Ruzhdi Dauti Starion Energy PA, Inc.
Mr. Daniel Kern Smart Energy Holdings, LLC	Ms. Barbara Clay Viridian Energy PA, LLC
Ms. Michell Harding Xoom Energy of Delaware, LLC	Mr. Brian Greene Retail Electric Supplier Association

REQUEST FOR PROPOSALS

ELECTRICITY AFFORDABILITY COMMITTEE

ELECTRIC SUPPLY SERVICES TO THE STATE OF DELAWARE

FOR THE PURPOSE OF

EXPANDING RESIDENTIAL AND SMALL COMMERCIAL CUSTOMER CHOICE,

PROVIDING A FIXED MULTI-YEAR PER KWH ELECTRIC SUPPLY CONTRACT,

PROVIDING VALUE ADDED PRODUCTS AND SERVICES, AND

PROVIDING OTHER POTENTIAL CUSTOMER BENEFITS.

DATE OF ISSUE: JANUARY 22, 2016

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I. INTRODUCTION

The Electricity Affordability Committee (“EAC” or “Committee”) hereby invites potential electric supply offerors to submit a proposal for potential contract with the State of Delaware to provide a multi-year fixed per kilowatt-hour electric supply rate for residential and small commercial customers, to provide value added products and services to help consumers manage their energy bills and to provide other potential customer benefits in accordance with the specifications and conditions contained in this Request for Proposal ("RFP"). Please submit your proposal in the format specified with appropriate data in each section. Offerors should submit an electronic copy and one original hard copy of each proposal.

Signed: 

Robert J. Howatt
Executive Director
Delaware Public Service Commission
On behalf of the Electricity Affordability Committee

II. BACKGROUND

On March 30, 1999, the General Assembly passed House Bill 10, restructuring the electric industry in Delaware (“Electric Utility Restructuring Act of 1999.”) The policy underlying House Bill No. 10 was to encourage a competitive market for the supply of electricity and the availability of customer choice, as well as to deregulate the generation, supply and sale of electricity.

In response to House Bill 10, the Commission opened PSC Docket No. 99-163 for the purpose of reviewing Delmarva’s plans for implementing retail competition. On April 27, 1999 the Commission opened PSC Docket 99-156 to establish a working group to design and implement a consumer education program to prepare Delaware citizens for retail electrical choice and publicly noticed the effort. At the July 27, 1999 Commission meeting, the Commission accepted a draft plan for the workgroup and re-established the name of the workgroup as the Consumer Education Working Group. By June of 2000, the group had finished much of its work and on June 15, 2000 Governor Tom Carper launched a Statewide educational campaign with videos, FAQ, and a wide variety of materials to help Delaware consumers understand their opportunities with customer choice (Attachment A).

Roll the clock ahead 15 years and Delaware’s customer choice for residential and small commercial customers remains in the 10 to 12 percent range while nearby states are approaching 30 to 40 percent. It has been suggested that Delaware power consumers are leaving significant savings on the table by staying with Delmarva’s standard offer service and not selecting better offers from third party suppliers certified in the State.

As a result, and as directed by the 147th General Assembly, Senate Substitute No. 1, House Bill 160, FY2016 Bond and Capital Improvements Act of the State of Delaware, Section

68, (Attachment B) established an Electricity Affordability Committee. The Committee was tasked to select a 3rd party supplier, certified in Delaware, to contract with the State to provide an opt-in multi-year fixed price per kWh electric supply offer, value added products and services to help customers better manage their overall energy bills, and other potential consumer benefits.

The EAC is requesting interested third party electric suppliers to submit proposals that respond to the statutory requirements and can provide Delaware electric consumers with valuable beneficial products.

III. SCOPE OF PROPOSAL TO BE SUBMITTED

The EAC seeks to evaluate third party electric supplier programs that meet the statutory requirements of an opt-in electric supply program and provide valuable electric supply benefits for those customers choosing to contract for their supply offer. The Committee will evaluate the various proposals and if selected will recommend the Secretary of State enter into a State supported contract with a third party supplier. The proposal, at a minimum, must contain the following:

1. A fixed price, multi-year, per kilowatt-hour electric supply price that the supplier is willing to provide to Delaware residential and small commercial customers on an opt-in program basis; and
2. Identified value added products or services that could help energy consumers better manage their energy use and bills; and
3. Other potential consumer benefits, the supplier may be willing to offer; and
4. A clear and concise description of its offerings with a comparison of the value of their proposed product offering to that of the current Delmarva Power standard offer service value; and

5. A proposed schedule of activities that in the offeror's professional judgment can provide for coordination with the PSC and which can support the supplier's implementation and marketing to begin customer signups within 90 days after contract.

The supplier may, in addition, be required to appear before the EAC in open public session to review their offering and to respond to any questions for clarification.

IV. DEADLINE FOR PROPOSALS

All proposals must be received not later than close of business, 4:30 PM, Friday, February 26, 2016 in a sealed envelope marked BID PROPOSAL ENCLOSED.

Proposals received thereafter will not be considered by the EAC. To be received, the proposal hard copy must be physically present, by mail or by delivery at the PSC office, 861 Silver Lake Blvd, Cannon Building, Suite 100, Dover, Delaware 19904, by the time specified hereinabove.

V. PROPOSED PLANS AND TIMETABLES

The offeror's proposal must clearly state all plans for the introduction of the proposed electric supply product that includes an expected timeline for all products and services that may be proposed and time for coordination of the implementation with the Public Service Commission.

VI. SIGNATURE ON PROPOSALS AND NUMBER OF COPIES

The hard copy proposal must be signed by an officer or partner authorized to bind the offeror contractually. The proposal should include the name, title, address, and telephone

number of the officer or partner who may be contacted during the period of proposal evaluation.

One (1) original hardcopy and one (1) electronic copy are required.

VII. COMMISSION STAFF MANAGER

The following individual is designated as the Commission Staff Manager to receive proposals and to assist the EAC in the analysis of the proposals:

Mr. Joshua Bowman
Public Utilities Analyst
Delaware Public Service Commission
861 Silver Lake Blvd.
Cannon Building, Suite 100
Dover, Delaware 19904

Mr. Bowman will act as the point of contact, coordinator and manager for the receipt of all proposals. He will support the EAC in all aspects of this evaluation and will receive all proposals and any other correspondence relating to the proposals. Contact with other members of the Committee is not appropriate prior to the selection of the third party electric supplier. Mr. Bowman will oversee scheduling and procedural concerns as well as serve as the principal contact for questions associated with this review.

VIII. PERSONNEL ASSIGNED

Your proposal must include an organizational chart listing each person to be assigned to coordinate and implement the proposed offering. Please include each person's position within the firm, their experience, and role in implementing this or similar offerings. In addition, list the name of the officer in charge of implementing the offering and their experience with other similar type offerings.

IX. RELATED PROJECTS

Each proposed offering should list and describe any other similar electric supply offerings which the offeror has provided in this or other state jurisdictions. Each offering should be described in sufficient detail to permit comparison with the offering of this RFP. Please place this information in an appendix to your proposal.

X. CONFLICTING INTERESTS

Any electric supplier submitting a proposal is required to review its prior and existing supplier arrangements, and that of its personnel, to insure that there are no interests that could reasonably be deemed to conflict with the proposed offering in this RFP. The EAC is interested in avoiding even the appearance of impropriety and, therefore, any doubts in this regard should be resolved in favor of full disclosure.

XI. FIRM OFFER

All proposed offerings must contain a statement that the proposal is a firm offer for a period of not less than sixty (60) days from the deadline for proposals. Please provide such a statement **conspicuously** in your proposal.

XII. PRICE

Per the statutory requirement, each proposed offering is expected to offer an opt-in, fixed, multi-year per kWh cost for a supply product, for a period of not less than two years. Pricing related to value added products and services to help consumers manage their energy bills and other potential customer benefits shall be specifically identified in the proposed offering if applicable.

XIII. CONTRACT

The successful offeror will be expected to enter into a contract with the Secretary of State specifying all the conditions related to the offer and including any sample contracts that may be required of customers to obtain the proposed supply offering. Attachment C provides a draft contract which may be modified by either party to meet the objectives of the statute, consistent with State law and administrative procedures.

XIV. ACCEPTANCE OF PROPOSAL

The original of your proposal may be incorporated within the contract. Therefore, the original hard copy and electronic copy of your proposal must include an acceptance paragraph for the Secretary of State to sign. Until a formal notice of acceptance is issued, however, no communication either written or oral, by any member of the EAC or staff person, shall constitute or be interpreted as a promise of or actual acceptance of any proposal.

A formal notice of acceptance will be issued in writing to the successful offeror upon completion of the review of all submitted proposals, pending a recommendation by the EAC and agreement of the Secretary of State. Such formal notice of acceptance is required prior to the creation of a contractual relationship between the successful offeror and the Secretary of State. In submitting a proposal, an offeror specifically agrees to take no actions to implement their proposed electric supply offering until receipt of formal notice of acceptance and execution of contract.

To facilitate the processing of the electric supply proposal of the successful offeror, the following tentative acceptance paragraph should be provided at the end of your proposal:

If this electric supply proposal is recommended by the Electricity Affordability Committee and we are selected as the successful offeror, you will so indicate by signing the acceptance provided below and we will consider the RFP and this proposal as our initial agreement on this matter. We understand that this acceptance is tentative and conditioned upon approval by the Secretary of the State of Delaware and the execution of a binding contract. We will provide no services under this proposal and will not consider a binding contractual arrangement to have been entered into until the issuance by the Secretary of State of a formal notice of acceptance stating that a validly executed contract has been reviewed and approved by the State of Delaware. We acknowledge that all terms, conditions, and assurances contained in the RFP to which this proposal responds are accepted and incorporated by this proposal.

Accepted this _____ day
of _____, 2016.

By: _____
Secretary of State

XV. FACTORS CONSIDERED IN SELECTION PROCESS

The Electricity Affordability Committee will evaluate the proposals that meet the specifications of this RFP on the basis of its consideration of the following factors:

1. 5% - Vendor's ability to understand the statutory requirements and to provide an electric supply product that meets the objectives of the statute.
2. 5% - Vendor's PSC certification or Vendor's ability to become certified as a Delaware Residential and Small Commercial electric supplier.
3. 30% - The value of the opt-in, fixed multi-year price offering, the term of such offering and the customer requirements to select and receive such offering.
4. 20% - The value of any added products and services to help consumers manage their energy bills and the offeror's demonstrated use of such products.

5. 15% - The value of any other potential customer benefits offered in the proposal.
6. 10% - The specific approach proposed for the proposal, including the time requirements for implementation and coordination in accordance with the statutory requirements.
7. 8% - The qualifications and past experience of the personnel assigned to implement the proposal.
8. 7% - Existence of conflicting or potentially conflicting interest or the appearance of such conflicts.
9. 100% - Total value of the proposal and the components thereof.

XVI. ASSURANCES

By submitting a proposal in response to this RFP, the offeror assures the EAC that he, she, or it has or will secure all necessary licenses or permits required by the Division of Revenue and the Public Service Commission and departments of the State of Delaware to provide the electric supply services offered into this RFP. By selecting and contracting with the successful offeror, the State of Delaware Secretary of State will permit the successful offeror to market their supply product offering as “Approved by the State of Delaware” or “Certified by the State of Delaware”....“as a special electric supply product offering for Residential and Small Commercial customers” or with similar wording as may be approved by the Secretary of State.

XVII. INDEPENDENT CAPACITY AND ASSIGNABILITY

The successful offeror and any agents and employees thereof shall, in the provision of supplying electric energy and other beneficial products, act in an independent capacity and not as officers or employees of the State. The successful offeror shall not assign nor transfer any interest under the contract resulting from this RFP without the prior written consent of the Secretary of State.

XVIII. INDEMNIFICATION

The successful offeror agrees to indemnify, defend, and save harmless the State of Delaware, its officers, EAC members, employees, and agents from any and all claims and/or losses accruing or resulting to persons, firms, or corporations who may be injured or damaged by the successful offeror in providing the electric supply and other beneficial products under the proposal accepted by the Secretary of State and also from and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy or confidentiality arising out of the offering of the electric supply or other beneficial products, and the use of such products by consumers.

XIX. ACCESS TO PROGRAM INFORMATIONS AND RIGHT TO AUDIT

The successful offeror agrees that the Delaware Public Service Commission in its statutory coordination and implementation role, through its duly authorized agents or employees, shall have the right to access all program information as may be necessary to validate the offering and compliance with the accepted proposal which is the subject of this RFP.

XX. CONFIDENTIALITY OF PROPOSALS AND MATERIALS

The proposals filed in response to this RFP will be considered a public document and will be available for public inspection upon receipt at the Commission office. Should the offeror consider any information confidential, the offeror may submit a confidential version of the offering and a redacted public version for open discussion in public meetings.

XXI. PAYMENT

The successful offeror shall contract with the State and provide their electric supply and other beneficial products to customers without cost to any State agency. The only payments made under this contractual arrangement shall be the voluntary payments made by residential and small commercial customers that may request the offered supply services. The State of Delaware will have no financial obligation to the successful offeror nor will the State of Delaware be responsible for any customer's electric supply and other beneficial product costs upon payment default by the offeror's customers.

XXII. TERMS AND CONDITIONS

The RFP does not commit the EAC to recommend or the Secretary of State to enter into a contract or to pay any cost incurred in the preparation of a proposal in response to this request. The EAC reserves the right to recommend or reject any or all proposals. The EAC reserves the right to accept or reject any proposed contract or to cancel or modify this RFP in whole or in part. The EAC reserves the right to request additional written data, information, oral discussion,

or presentations in support of any written proposal or portion thereof which is deemed necessary to clarify any aspect of the proposal.

The Secretary of State reserves the right to enter into negotiations with one or more offerors concerning their offering under this RFP, independent from any other proposals which may be submitted in response to the RFP. The EAC may accept any proposal with or without modifications, acceptable to the offeror, without conducting further written or oral discussions with any offeror, and the Committee shall be under no obligation to explain to any offeror whose proposal is not accepted, the reasons for such non-acceptance. By submitting a proposal, the offeror agrees that it will not seek such explanation for non-acceptance of its proposal.

XXIII. TERMINATION OF AGREEMENT FOR CAUSE

It is understood and agreed that if, through any cause or for any reason, the successful offeror shall fail to fulfill in a timely and proper professional manner the obligations under the successful proposed offer, or shall violate any of the terms and conditions of this RFP, or shall become decertified by the Public Service Commission, the Secretary of State shall have the right to terminate the agreement by giving written notice of such termination to the successful offeror specifying the effective date of such termination, which shall be not earlier than the mailing of such notice. In the event of agreement termination, it will be the responsibility of the successful offeror to notify all customers who may have taken advantage of the offeror's electric supply and other potential benefits of such terminations. Customers shall be returned to Delmarva Power's Standard Offer Supply or other third party electric supplier as they may choose. Any costs

arising out of the termination of the agreement shall be the responsibility of the successful offeror.

XXIV. TERMINATION FOR CONVENIENCE OF THE SECRETARY

The Secretary of State reserves the right to terminate this project at any time, either before or after acceptance of the proposal. Such termination, when made prior to the issuance of formal notice of acceptance of a proposal, may be accomplished by telephone or mail. Such termination, when made after issuance of formal notice of acceptance of the proposal, shall be accomplished by notice of termination which shall be made in writing and which shall be effective 30 days after receipt by the successful offeror. In the event of a termination for convenience, the State of Delaware and specifically, the Secretary of State shall have no financial commitment for any vendor costs that may have been incurred in the implementation of the selected offer or in the continued provisions of such supply offer obligations that may have resulted from the successful offeror's proposal.

XXV. EFFECTIVE DATE AND TIME OF PERFORMANCE

The rights and obligations of the successful offeror and the Secretary of State shall not be effective, nor shall either the successful offeror nor the Secretary of State be bound by the terms of a tentatively accepted proposal unless and until the Secretary of State has issued a formal acceptance of the proposal and executed a valid contract. Performance of services contemplated by this RFP shall not begin prior to the issuance of a formal notice of acceptance by the Secretary of State and execution of a valid contract.

XXVI. ADDITIONAL WORK OR SERVICES NOT CONTEMPLATED IN THE PROPOSAL

In the event the successful offeror elects to provide additional work or services for customer benefit during the course of the proposal, it is understood and agreed that NO additional charges may be made to customers for such work or services without the prior approval of the Secretary of State.

Attachment A - Docket 99-163 Customer Choice Education

2015 Bond Bill

Section 68. Electricity Affordability Program. Notwithstanding any provision of the Delaware Code to the contrary, the Secretary of State shall chair a committee, which shall include representatives of the Office of Management and Budget, the Department of Natural Resources and Environmental Control, the Office of the Controller General, and the Public Service Commission (PSC) charged with evaluating an opt-in electricity affordability program for residential and small business customers. The committee shall evaluate this program based on the potential benefits derived from a combination of a multi-year fixed price per kWh offer, value added products and services to help customers better manage their overall energy bills, and other potential consumer benefits. If the committee determines that a program will offer these benefits to residential and small business customers, the Secretary, as Chairman, shall have the authority to select and contract with a PSC-certified energy provider with sufficient fiscal and technical experience, to implement the program by October 31, 2015. Additionally, the Secretary, as chair of the committee, shall direct the Public Service Commission to coordinate the implementation of the program including appropriate customer awareness and marketing activities. Any program shall provide customers who already contract with a third-party supplier or do not wish to participate in this program, the ability to decline participation.

Attachment C - Draft Contract

Attachment D - Office of Supplier Diversity Certification

Attachment - Non-Collusion Statement



News Release

Delaware Electric Supply Choice Education Program Starts

*Delaware Residential and Small Business Electric Customers Will
Be Able To Choose Electric Supply, Target Savings*

Contact: Bruce Burcat, Delaware Public Service Commission
302-739-4247

June 15, 2000

DOVER, Del. – A state wide education program to help Delaware residents learn how to choose an alternative electricity supplier was launched Thursday by Gov. Thomas R. Carper.

The Delaware Electric Supply Choice Education Program will provide the information customers need to know to take advantage of customer choice in Delaware.

Beginning October 1, all Delaware residential and small business customers of Conectiv Power Delivery will be able to choose an alternate supplier if they wish. Larger customers have had this opportunity since October 1999. Delaware Electric Cooperative customers will be able to choose April 1, 2001. Municipal providers are free to open themselves to competition on their own schedule.

The benefits could include price savings or additional services, depending on the marketer.

Those who choose to remain with their local power company have also received benefits, including price freezes and rate cuts. The Delaware Public Service Commission will retain oversight authority to ensure all customers receive these benefits, and to ensure that a fair market develops.

more

One of the components of the program is a customer education video, written, shot, and edited by a team of students from the Academy of Communications and Publishing at Delcastle High School, headed up by senior Serena Warren. Copies of the video will be made available to groups of interested consumers, such as community organizations, senior centers, PTAs, civic groups and others.

“Through this comprehensive program of videos, advertising, bill inserts and other methods, the Delaware Electric Supply Choice Education Program is designed to help customers get the best deal for their energy dollar,” said Bruce Burcat, executive director of the Delaware Public Service Commission.



Frequently Asked Questions About Delaware Electric Supply Choice

When will this go into effect?

Conectiv Power Delivery residential and small commercial customers will be eligible to choose in October. Choice has been in effect for large industrial customers since October 1999. Choice for Delaware Electric Cooperative customers begins in April 2001. If you receive an electric bill from the cities of Clayton, Dover, Lewes, Middletown, Milford, Newark, New Castle, Seaford, or Smyrna, you are not eligible to participate in electric choice at this time.

Can I expect to save money by choosing a supplier?

It is hard to predict the competitive market, which is driven by supply and demand. In neighboring Pennsylvania, residents who chose their electricity supplier did in most cases reduce their electric bills.

How will I know who the suppliers are and if they are reliable companies?

All suppliers who will be offering electric supply options to Delaware customers must be certified by the Delaware Public Service Commission. A list of the suppliers is available on the Commission's Choice web site at www.state.de.us/electric or by calling the toll free choice education line at 1-877-SHOP-DEL (1-877-746-7335).

Can I choose my current power company as my electricity supplier?

Yes. The intent of the new legislation is to give you more choices, not force you to switch. You can elect to remain with the same power company, which will continue to provide all aspects of your electric service as they do now.

As a business owner, will I be able to choose an electric supplier for my business as well as for my residence?

Yes. Electric supply choice is available to both business and residential customers.

What is green power?

Green power is electricity supplied from sources that are considered environmentally friendly. If a supplier uses the specific term "Green Power Option," 50 percent or more of its fuel mix must come from a green power source. Other environmental offers may have lower percentages.

Can I decide to choose a new supplier later?

Yes. There is no end to enrollment. You can make the choice whenever you like.

(more)

Will I get phone calls from telemarketers trying to sell me electricity?

Suppliers are not allowed to make unsolicited calls, however they may make follow up calls in response to any prospective customer inquiries. In addition, "slamming" or switching your supplier without your written authorization is prohibited. Suppliers may market their service by offering "switching" incentives, such as gifts, frequent flier miles, free service periods, etc.

Will I receive a separate bill for electricity from the supplier I choose?

If your new supplier offers these options, Conectiv Power Delivery customers may opt to receive two separate bills or a combined bill Delaware Electric Cooperative customers will continue to receive one combined bill from the Cooperative.

Will I have to get new wires or a new hook-up if I choose a supplier?

No. You won't need new power lines, a new meter, or an installation hook-up. Conectiv Power Delivery or Delaware Electric Cooperative will continue to deliver the same quality of electric service through the same power lines that exist today, regardless of which supplier you choose.

What if I don't choose?

Deciding not to choose is also a choice. Customers who do not choose will automatically continue to receive power from their current local power company at their current rates

Who do I call if the power goes out?

Continue to call your local power company, just as you do today. Regardless of who your supplier is, your local power company will continue to maintain power lines and provide service.

When choosing an electric supplier, what questions should I ask to make a fair comparison?

- Is the supplier certified by the Delaware Public Service Commission?
- What is the price per kilowatt-hour for electric supply?
- What is the length of the contract?
- Is the price fixed for the length of the contract or does it vary?
- Are there fees if the contract is canceled early?
- Are there other fees you will be charged not included in that price?
- What fuels are used to generate the electricity?

How often can I switch suppliers?

You may switch suppliers as often as once a month. The switch will occur on your meter reading date. Before switching, you should check with your current supplier to determine if there are any fees or penalties for early cancellation.

Who can I call for more information on electric choice?

- *Delaware Public Service Commission Choice Education*
Toll Free: 1-877-SHOP-DEL or www.state.de.us/electric
- *Delaware Public Advocate*
(302) 577-7077; toll-free: 1-888-607-2427 (in DE) or www2.state.de.us/publicadvocate/
- *Your Local Power Company*
Conectiv Power Delivery's Choice Call Center
1-800-775-9990 or www.cpd.conectiv.com
Delaware Electric Cooperative
Kent County: 302-398-9090; Sussex County: 302-349-9090;
New Castle County: 1-800-282-8595 or www.delect.com



The Story Behind the Video

As people began to get together and plan the components of the Delaware Electric Supply Choice Education Program last year, it soon became apparent that there was an opportunity to capitalize on the skills of some of Delaware's high school students.

The staff of the Delaware Public Service Commission thought the program could use an instructional video to help educate Delaware electricity consumers about customer choice. The Academy of Communications and Publishing at Delcastle [Technical] High School was in search of worthwhile projects for its students to practice the skills they had learned.

In the end, a partnership was born. The result, the video that is being used as part of the Delaware Electric Supply Choice Education Program, is a pairing of need and skills that brings benefits to all Delawareans.

Serena Warren, a senior at the Academy of Communications and Publishing at Delcastle, spent nearly four months working on the project with the assistance and guidance of Kathy Demarest, who manages communications services for the New Castle County Vocational Technical School District. Delcastle is one of the district's three comprehensive vo-tech high schools. Warren, with the help of a production crew made up of other students, prepared a story board, shot location video, and edited the final piece.

Warren even came in to work on the project toward the end of May, after the conclusion of her classes. The Public Service Commission recognized the work Warren and the other students did on the project.

"This is an excellent example of an authentic school-to-work experience that will have wide community impact," said Demarest.

Students from the Academy of Communications & Publishing at Delcastle Technical High School who worked on the Electric Supply Choice educational video:

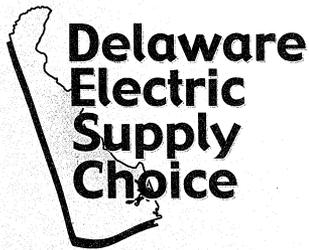
Serena Warren, lead student producer and editor (senior)

Pat Corcoran, videographer (senior)

Sonia Morales, videographer (senior)

John Sheriff, animator (junior)

Elizabeth Wilburn, videographer (senior)



Getting Answers to Customers

A plan to educate consumers about Delaware Electric Supply Choice was developed by the Delaware Public Service Commission's Electric Choice Education Group. The group includes representatives from the General Assembly, the Commission, the Division of Public Advocate, local power companies, suppliers, and consumer and business groups. This mix ensures a fair and unbiased program.

As mandated by the Electric Utility Restructuring Act of 1999, the group is keeping the costs of the program capped at \$250,000. Unlike many other states, Delaware consumers will not have to fund education efforts.

The education plan includes a variety of ways to help Delawareans learn more about Electric Supply Choice including the following.

Community Plans

- Brochure for distribution at community events (focus group tested by the University of Delaware)
- Experts available to speak at local community meetings
- Participation by the Division of State Service Centers to help reach special needs customers
- Electric Supply Choice Video, produced by students in the Academy of Communications & Publishing at Delcastle Technical High School, available for community meetings
- Partnership with the AARP to help reach senior consumers

Business Plans

- Partnership with the New Castle County Chamber of Commerce to reach business owners
- Experts available to speak at business meetings

Press & Public Relations

- Press Conferences, press releases, and meetings with the press to continue to highlight Delaware Electric Supply Choice developments in local media
- Articles in area business and community newsletters

Advertising

- Fall and spring advertising campaigns
- Electric Supply Choice Website at www.state.de.us/electric
- Toll-free Commission Choice Education Line 1-877-SHOP-DEL (1-877-746-7335)



The Timeline for Delaware Electric Supply Choice

Conectiv Power Delivery

- *October 1, 1999:* Conectiv Power Delivery customers with a monthly measured demand of 1000 kW or more eligible for Electric Supply Choice.
- *October 1, 1999:* Conectiv Power Delivery residential customers receive rate decrease and rate freeze begins for all customers.
- *December 15, 1999:* Conectiv Power Delivery bill itemized; Delivery and supply charges stated separately.
- *January 15, 2000:* Conectiv Power Delivery customers with a monthly measured demand of 300 kW or more eligible for Electric Supply Choice.
- *October 1, 2000:* All other Conectiv Power Delivery customers eligible for Electric Supply Choice. Service from electric suppliers may start as early as the customer's October meter reading date.

Delaware Electric Cooperative

- *April 1, 2000:* Delaware Electric Cooperative customers with a monthly measured demand of 1000 kW or more eligible for Electric Supply Choice.
- *April 1, 2000:* Delaware Electric Cooperative rate freeze goes into effect.
- *July 1, 2000:* Delaware Electric Cooperative customers with a monthly measured demand of 300 kW or more eligible for Electric Supply Choice.
- *November 2000:* Delaware Electric Cooperative bill itemized; Delivery and supply charges stated separately.
- *April 1, 2001:* All other Delaware Electric Cooperative customers eligible for Electric Supply Choice. Service from electric suppliers may start as early as the customer's April meter reading date.

Municipal Electric Utilities

Customers of the nine municipal electric utilities in Delaware are not eligible for choice at this time. It is up to each municipality to determine if and when they wish to implement electric supply choice for their customers. The municipalities are:

Clayton
Dover
Lewes
Middletown
Milford
Newark
New Castle
Seaford
Smyrna



For More Information

If you have any questions about Delaware Electric Supply Choice, the following resources are available to you.

Delaware Public Service Commission Choice Line

Toll-free 1-877-SHOP-DEL (1-877-746-7335)
www.state.de.us/electric

Delaware Public Advocate

(302) 577-7077 or
toll-free 1-888-607-2427 (in Delaware)
www2.state.de.us/publicadvocate

Your Local Power Company

Conectiv Power Delivery's Choice Center
1-800-775-9990
www.cpd.conectiv.com

Delaware Electric Cooperative

Kent County: 302-398-9090
Sussex County: 302-349-9090
New Castle County & Out of State: 1-800-282-8595
www.delect.com

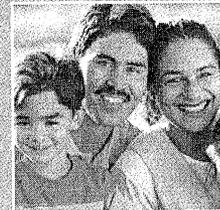
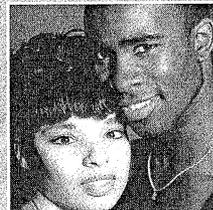
The certified suppliers listed on the Delaware Public Service Commission web site.

Speakers Available

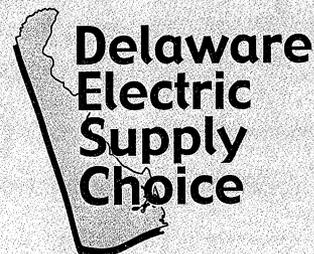
If you would like to invite a member of the Electric Choice Education Group to speak at an upcoming local meeting, please contact 1-877-SHOP-DEL

Brought to you by the
Delaware Public Service Commission
Electric Choice Education Group

Your Guide to Delaware Electric Supply Choice



The power to choose— it's electric



Top Ten Questions About Delaware Electric Supply Choice

1. How will I benefit from Electric Supply Choice?

Choice allows you to choose a supplier that best meets the needs of your home or business. Suppliers may offer lower prices, innovative services, or environmentally friendly electricity options.

2. What exactly am I choosing?

Currently, your local power company generates or purchases the power you need and delivers that power to you through the existing poles and wires. The only part that is changing is your ability to choose who generates or supplies your power. Your power company will continue to deliver the power to you and maintain the poles and wires.

3. Do I have to choose a supplier?

No. If you do not choose a supplier, your local power company will continue to supply and deliver electricity, just as it does today. You still have the option to choose a supplier at a later date.

4. Will I save money by participating in the program?

That depends on the prices offered by suppliers. You will be able to compare prices and services and choose what is best for you.

5. Is there a deadline for enrolling with a supplier? How do I enroll?

No. You can choose a supplier whenever you wish. If you don't choose a supplier, your local power company will continue to provide service to you at regulated prices. To enroll, just contact your supplier of choice. Your supplier will notify your power company of your choice.

6. Do I have to sign a contract with the supplier?

Yes. The supplier must clearly advise you of the terms of the contract and obtain your signature for the enrollment to be valid.

7. If I sign up with a supplier, when could supplier service start?

Suppliers may begin providing service as early as October 2000 for Conectiv Power Delivery customers and as early as April 2001 for Delaware Electric Cooperative customers.

8. Who do I call if my power goes out?

Continue to call your local electric power company, just as you do today.

9. Will I continue to receive energy assistance benefits if I choose a new supplier?

Yes. Assistance programs will continue.

10. Will I be able to choose an electric supplier for my business as well as for my residence?

Yes. Electric supply choice is available to both business and residential customers.

Electric Supply Choice Is Coming

Beginning in late 2000 and early 2001, a new Delaware law (the Electric Utility Restructuring Act of 1999) gives customers the power to choose an electric supplier. This law protects customers and retains the reliability of the electric distribution system.

By shopping and comparing prices, you may be able to save money or buy more environmentally friendly power.

You are only eligible for choice if you are a customer of Conectiv Power Delivery or Delaware Electric Cooperative. If you are an electric customer of one of the nine municipal electric utilities in Delaware (Clayton, Dover, Lewes, Middletown, Milford, Newark, New Castle, Seaford, and Smyrna), your service will remain unchanged.

The Basics of Choice

Your electric service consists of two main parts:

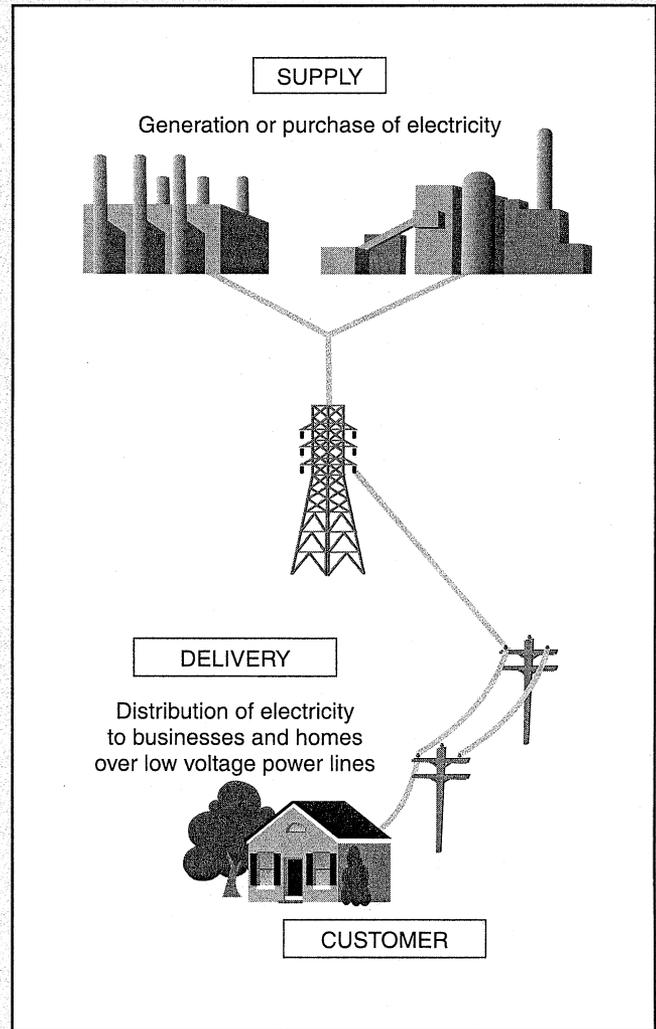
Supply: The generation or purchase of electricity;

Delivery: The delivery of electricity through the local distribution lines to your home or business.

Currently, your local power company, Conectiv Power Delivery or Delaware Electric Cooperative, handles both functions. Once Electric Supply Choice begins, you will be able to choose a certified electric supplier to provide your electricity.

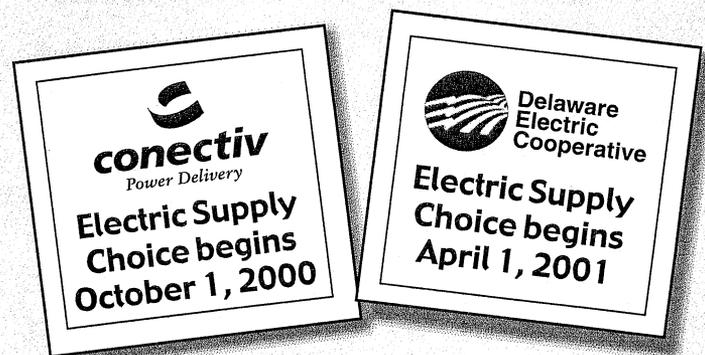
Conectiv Power Delivery or Delaware Electric Cooperative will continue to deliver the electricity to you through the same power lines that exist today, regardless of whether you choose a new supplier or not. You will not need new power lines, and electric reliability will not be affected by your choice. Your local power company will also continue to read your meter, maintain the power lines, and restore power in the event of any disruption, such as storm damage.

If you do not switch to a new electric supplier, your current power company will continue to provide electricity to you at rates set and regulated by the Delaware Public Service Commission.



Timeline for Electric Supply Choice

For residential customers and small business customers:



Continued Reliability

Your local power company's electric delivery systems (wires and poles) will continue to be regulated. The local power companies will remain responsible for service restoration in the event of any disruption, such as storm damage.

If you do not choose an electric supplier, you will continue to be served by your current local power company (Conectiv Power Delivery or Delaware Electric Cooperative).

Price Protection

Remember, your electric service consists of two parts: Supply and Delivery. The rates you pay for delivery will remain constant until 2005 for Delaware Electric Cooperative customers, until 2003 for Conectiv Power Delivery residential customers, and until 2002 for Conectiv Power Delivery non-residential customers.

Regardless of whether you choose another supplier or not, energy assistance programs will not be affected.

- If you do not choose a supplier, you will continue to pay your local power company for supply, just as you do today. The supply rates will remain constant for the same term as the delivery rates.
- If you do choose a supplier, you will pay the supplier's price for supply instead and possibly save money on this portion of your bill. Your delivery rates will not change.

Shopping for an Electric Supplier

Certified Suppliers

Suppliers must be certified by the Delaware Public Service Commission. A list of the certified suppliers is available on the Delaware Public Service Commission web site at www.state.de.us/electric or by contacting the Commission toll-free at 1-877-746-7335.

You will need to sign a contract with a supplier to enroll. Contact the suppliers to find out about the prices, services, and contract terms.

Comparing Prices

To help you shop, the prices you pay for supply and delivery will be listed separately on your electric bills. (Your local power company may have already made this change.) The supply portion of the bill is

Questions To Ask Potential Suppliers

- Is the supplier certified by the Delaware Public Service Commission?
- What is the total price per kilowatt-hour (kWh)?
- Does the price stay the same or does it vary?
- What is the length of the contract?
- Is there a fee for early cancellation of the contract?
- What billing options does the supplier offer?
- Are there any additional services offered?
- What fuels are used to produce the electricity?

the portion you are shopping for. Your local power company will continue to provide delivery service regardless of whether you choose a supplier.

Usage and seasonal prices may cause your monthly supply costs to vary, so your power company has developed an annual, average price for customers in your rate class. This is the *price to compare* to supplier offers to determine if you will save money. The *price to compare* will be available from your power company. Look for details about how to compare prices and calculate savings in bill inserts.

Green Power

Green Power is electricity supplied from renewable resources, such as wind or solar power, which are considered to be environmentally friendly. Suppliers must provide information on the fuel mix, or the fuels used to generate power, for green power offers. The higher the percentage of green power, the more environmentally friendly the offer is.

Billing Options

Delaware Electric Cooperative Customers

You will continue to be billed by the Cooperative, even if you choose a new electric supplier.

Conectiv Power Delivery Customers

Depending on the services offered by your supplier, you may choose to receive one combined bill or two separate bills. A combined bill may come from Conectiv Power Delivery or from your new electric supplier if they provide this service. You should ask your supplier about billing options when you enroll.

DRAFT ELECTRIC SUPPLY SERVICES AGREEMENT

This Agreement (Agreement) is entered into as of DATE, 2016 (Effective Date) and will end on DATE, 2018, by and between the State of Delaware, Department of State (“DOS”) and OFFEROR.

WHEREAS, The 147th General Assembly, Substitute Bill No. 1, House Bill 160, Section 68 creates the Electricity Affordability Committee and tasks the Committee to recommend an electric supply program to be offered to Delaware residential and small commercial electricity consumers;

WHEREAS, The 147th General Assembly, Substitute Bill No. 1, House Bill 160, Section 68 authorizes the Secretary of State to enter into a contract for an electric supply program;

WHEREAS, The OFFEROR desires to provide such electric supply services and other beneficial products and services on the terms set forth below

WHEREAS, The Secretary of State and OFFEROR represent and warrant that each party has the full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the mutual agreements herein, the Secretary of State and OFFEROR agree as follows

1. Electric Supply Program

- 1.1 OFFEROR shall provide a voluntary opt-in electric supply product for Delaware residential and small commercial customers as specified in the Appendices to this Agreement, attached hereto and made a part hereof.
- 1.2 Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) DOS request for proposals attached hereto as Appendix A; (c) OFFEROR’s response to the request for proposals, attached hereto as Appendix B and any amendments as agreed to by the Secretary of State and the OFFEROR attached hereto as Appendix C. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.
- 1.3 The DOS may, at any time, by written order make changes in the scope of this Agreement and in the services or work to be performed. When the DOS desires and additions, changes or deletions to the deliverable supply products to be provided under this Agreement, it shall notify the OFFEROR who shall then submit to DOS a “Change Order” for approval authorizing the said addition, change or deletion. The Change Order shall state whether the change shall cause an alterations in the price or time required by the OFFEROR for any aspect of its performance under this Agreement.
- 1.4 The OFFEROR will not be required to make any additions, changes or deletions to the deliverable supply products that would result in the OFFEROR’s costs

exceeding the initial agreed upon pricing for the supply products.

2. Payments for Services and Expenses

- 2.1 DOS shall have no responsibility for any payments related to the vendor's offering of supply products or for any continuing financial obligations from customers or others that the offeror may have included in their supply product offering.
- 2.2 DOS shall have no responsibility for any supply product payments due from customers whether by virtue of supply contract or by customer default.
- 2.3 Unless otherwise provided in Appendix A, all expenses incurred in the process to implement the supply products offering are to be paid by the OFFEROR.

3. Responsibilities of OFFEROR

- 3.1 OFFEROR shall be responsible for the professional implementation of the agreed electric supply products offering program and coordination of all related services for Delaware customers electing to take such electric supply products from the OFFEROR.
- 3.2 It will be the duty of the OFFEROR to assure that all the electric supply products that are offered as part of this Agreement meet the requirements of Federal, State and local statutes, and are appropriate with regional wholesale markets.
- 3.3 OFFEROR shall be responsible for the coordinating with the Delaware Public Service Commission on the product offering, the marketing of such product offering and the implementation of the electric supply program.
- 3.4 OFFEROR shall identify a program manager who will be responsible for implementing the electric supply products offering and who will be responsible for monitoring and coordinating on program requirements with DOS and the Public Service Commission.
- 3.5 OFFEROR shall furnish to DOS and the Electricity Affordability Committee copies of all agreements entered into with Delmarva Power or other State agencies that may be required for the implementation and offering of the electric supply products identified in this Agreement.
- 3.6 Any use of the State of Delaware name, seal or logos, either expressed or implied, in any of its advertising or sales materials must have written authorization from the Secretary of State prior to any use.
- 3.7 The rights and remedies of the Department of State provided for in this Agreement are in addition to any other rights and remedies provided by law.

4. Time Schedule

- 4.1 An electric supply products offering schedule is included in Appendix A.
- 4.2 Any delays or changes in the schedule must be approved in writing by the DOS.
- 4.3 In the event that OFFEROR fails to provide the electric supply product offering or any partial products thereof within the time specified in the Contract, or with such additional time as may be granted in writing by DOS, or fails to continue marketing such offerings during the period of the contract with such diligence as will insure its continued availability within the time specified in this Agreement or any extensions thereof, DOS shall have the right to terminate the contract as set forth in Appendix A.

5. State Responsibilities

- 5.1 In connection with the OFFERORS provision of electric supply products, the Delaware Public Service Commission shall coordinate with OFFEROR to support a timely introduction of the offering as specified in appropriate Appendices.
- 5.2 DOS agrees that its officers and employees will cooperate with OFFEROR in introducing the new electric supply products under this Agreement and will be available for consultation with OFFEROR at such reasonable times with advance notice as to not conflict with other responsibilities.
- 5.3 The electric supply products offered by OFFEROR under this Agreement shall be subject to review for compliance with the terms of this Agreement by DOS designated representatives. DOS representatives may delegate any or all responsibilities under this Agreement to appropriate staff members and shall so inform OFFEROR by written notice before the effective date of each such delegation.
- 5.4 The electric supply product offering shall be the responsibility of the OFFEROR. It is understood that DOS representatives review of the supply product offering does not relieve OFFEROR from the responsibility to provide a quality supply product in accordance with DOS and Public Service Commission requirements.
- 5.5 DOS shall, without charge, furnish to or make available for examination or use by OFFEROR as it may request, any public data which DOS has available.

6. Electric Supply Product

- 6.1 The electric supply product to be made available to Delaware customers shall be as described in OFFEROR proposal and shall be made available for the duration of this Agreement.

6.2 Electric supply product and any liabilities incurred in the marketing and use of such product shall be the sole responsibility of the OFFEROR.

7. Confidential Information

To the extent permissible under 29 Del. C. 10001, et seq., the parties to this Agreement shall preserve in strict confidence any electric supply product or marketing information that may be requested by the OFFEROR. OFFEROR shall be responsible for any such designations and must file a redacted version of any information deemed to be confidential.

8. Warranty

8.1 OFFEROR warrants that its electric supply product will be available to all Delmarva Power residential and small commercial customers as required by proposal. OFFEROR agrees to provide effective customer service support to those customers electing to accept the electric supply product offering.

8.2 Any third party products offered as part of the electric supply product offering are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed.

9. Indemnification: Limitation of Liability

9.1 OFFEROR shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorney's fees) directly arising out of:

- a. The negligence or other wrongful conduct of the OFFEROR, its agents or employees, or
- b. OFFEROR's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (a) or (b) that
 - i. OFFEROR shall have been notified promptly in writing by Delaware of any notice of such claim; and
 - ii. OFFEROR shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

9.2 If DOS promptly notifies OFFEROR in writing of any third party claims against DOS related to the electric supply product deliverable, OFFEROR will defend such claim at its expense and will pay any costs or damages that may be finally awarded against DOS. OFFEROR will not indemnify DOS if the claim is caused by:

- a. DOS misuse or changes to the electric supply deliverable;
- b. DOS failure to make any product offering changes or enhancements requested by OFFEROR
- c. DOS use of the electric supply deliverable in combination with any other product or information not owned or developed by OFFEROR

10 Employees

OFFEROR has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by OFFEROR in the performance of the marketing and delivery of the electric supply products hereunder.

11. Independent Contractor

- 11.1 It is understood that in the provision of the electric supply products offering, OFFEROR shall be solely responsible for, and shall indemnify, defend and save DOS harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
- 11.2 OFFEROR acknowledges that OFFEROR and any subcontractors, agents or employees employed by OFFEROR shall not, under any circumstances, be considered employees of DOS and that they shall not be entitled to any of the benefits or rights afforded employees of DOS, including, but not limited to, sick leave vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. DOS will not provide or pay for any liability or medical insurance, retirement contribution or any other benefits for or on behalf of DOS or any of its officers, employees or other agents.
- 11.3 OFFEROR shall be responsible for providing liability insurance for its personnel.
- 11.4 As an independent contractor, OFFEROR has no authority to bind or commit DOS. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

12. Suspension

DOS may suspend performance by OFFEROR under this Agreement for such period of time as DOS, at its sole discretion, may prescribe by providing written notice to OFFEROR at least 30 working days prior to the date on which DOS wishes to suspend. OFFEROR shall not market or deliver any electric supply product under this Agreement after the effective date of suspension until receipt of written notice from DOS to resume marketing and deliveries.

13. Termination

- 13.1 This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:
- a. Not less than 30 days written notice of intent to terminate; and
 - b. An opportunity for consultation with the terminating party prior to termination.
- 13.2 This Agreement may be terminated in whole or in part by DOS for its convenience, but only after OFFEROR has been given:
- a. Not less than 30 calendar days written notice of intent to terminate; and
 - b. An opportunity for consultation with Delaware prior to termination.
- 13.3 If termination is effected by DOS, DOS will not be liable for any costs related to the electric supply product offering and the OFFEROR shall cease all marketing and sales of the electric supply product of this Agreement.
- 13.4 The right and remedies of DOS and Offeror provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

14. Severability

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

15. Assignment, Subcontracts

- 15.1 Any attempt by OFFEROR to assign or otherwise transfer any interest in this Agreement without prior written consent of DOS shall be void. Such consent shall not be unreasonably withheld.
- 15.2 Electric Product offerings specified by this Agreement shall not be subcontracted by OFFEROR without prior written approval of DOS.

- 15.3 Approval by DOS of OFFEROR's request to subcontract any part of the electric supply product offering shall not in any way relieve OFFEROR of responsibility for the marketing and delivery of the offering. All subcontractors shall adhere to all applicable provisions of this Agreement.
- 15.4 OFFEROR shall be and remain liable for all damages to DOS caused by negligent product marketing and delivery under this Agreement by OFFEROR or its subcontractors.

16. Force Majeure

Neither party shall be liable for any delays or delivery of products due to circumstances beyond its reasonable control.

17. Validity and Enforcement

Validity and enforcement of this Agreement is subject to the approval of the Executive Branch of the State of Delaware.

18. Authorization to Do Business

- 18.1 OFFEROR and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 Del.C. §2502.
- 18.2 OFFEROR represents that it has been or will become certified to provide electric supply in the State of Delaware as required by 26 Del. C. §1012 prior to any product offering.

19. Complete Agreement

- 19.1 This agreement and its Appendices shall constitute the entire agreement between DOS and OFFEROR with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.
- 19.2 If the scope of any provision of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law

20. Miscellaneous Provisions

- 20.1 In performance of this Agreement, OFFEROR shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. OFFEROR shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.
- 20.2 Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.
- 20.3 The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 20.4 OFFEROR covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the provision of electric supply products under this Agreement. OFFEROR further covenants, to its knowledge and ability, that in the delivery of said product no person having any such interest shall be employed
- 20.5 OFFEROR warrants that no person or agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, or a percentage, brokerage, contingent fee or personal favor. For breach or violation of this warranty, DOS shall have the right to annul this contract without liability.
- 20.6 This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

21. Insurance

- 21.1 OFFEROR shall maintain the following insurance during the term of this Agreement:
 - a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law, and
 - b. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence, and
 - c. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence; or

- d. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence, or
 - e. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
- 21.2 OFFEROR shall provide forty-five (45) days written notice of cancellation or material change of any policies.
- 21.3 Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:
- 21.4 In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

22. Assignment of Antitrust Claims

As consideration for the award and execution of this contract by the State, OFFEROR hereby grants, conveys, sells, assigns, and transfers to Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware relating to the particular electric supply product being contracted for by the State pursuant to this contract.

23. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. OFFEROR consents to jurisdiction venue in the State of Delaware.

24. Notices

Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

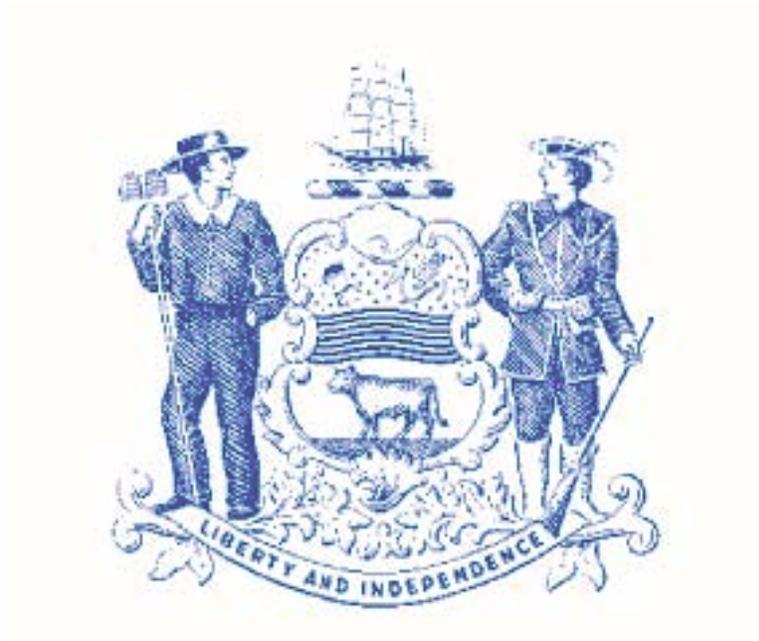
IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

**State of Delaware
Office of Supplier Diversity
Certification Application**

The most recent application can be downloaded from the following site:
<http://gss.omb.delaware.gov/osd/certify.shtml>

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)

100 Enterprise Place, Suite 4

Dover, DE 19904-8202

Telephone: (302) 857-4554 Fax: (302) 677-7086

Email: osd@state.de.us

Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.
THE OSD WILL NOT ACCEPT ANY VENDOR BID RESPONSE PACKAGES.**

CONTRACT NO.: STA-16-001 TITLE: PSC EAC RFP
DEADLINE TO RESPOND: February 26, 2016 at 4:30 PM (EST)

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Public Service Commission.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Public Service Commission.

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

COMPANY NAME _____ (Check one)

NAME OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE LICENSE NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO.: _____	Certification type(s)	Circle all that apply	
	Minority Business Enterprise (MBE)	Yes	No
Woman Business Enterprise (WBE)	Yes	No	
Disadvantaged Business Enterprise (DBE)	Yes	No	
Veteran Owned Business Enterprise (VOBE)	Yes	No	
Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No	

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
 (COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?
 YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____