

**SUPPLIER/VENDOR CONDITIONS OF PARTICIPATION FORM**

**2014/2015 CONNECTICUT ENERGY ASSISTANCE PROGRAM (CEAP) AND  
CONTINGENCY HEATING ASSISTANCE PROGRAM (CHAP)**

The purpose of this Supplier/Vendor Conditions of Participation Form (hereinafter referred to as the “Document”) is to establish the conditions for participation by vendors of low sulfur oil, kerosene and propane in the 2014/2015 energy assistance programs. The conditions referenced in this Document apply to fuel deliveries made to households eligible for the Connecticut Energy Assistance Program (CEAP) and the Contingency Heating Assistance Program (CHAP).

**PART I – DOCUMENT TERM AND IMPORTANT DATES**

This Document shall be in effect from November 12, 2014, through September 30, 2015. Important dates are provided below:

- **November 12, 2014**      **First day for fuel authorizations or deliveries**
- March 16, 2015      Deadline for fuel authorizations or deliveries.
- May 1, 2015      Last day that a household can apply to establish its eligibility for benefits unless the household is utility heated and has a shut off notice for its primary source of heat.
- May 15, 2015      Last day that a utility heated household with a shut off notice for its primary source of heat can apply to establish its eligibility for benefits.
- May 29, 2015      Last day to submit deliverable fuel bills.

**PART II – VENDOR INFORMATION**

List your primarily used business name.

Legal Business Name \_\_\_\_\_

Business Mailing Address \_\_\_\_\_  
P.O. Box or Street                      Town                      State                      Zip

Contact Person \_\_\_\_\_ FEIN, or Social Security # \_\_\_\_\_

Phone Number (    ) \_\_\_\_\_ Fax Number (    ) \_\_\_\_\_

E-mail Address \_\_\_\_\_

**If your company does business sharing different names but with the same federal identification or social security number, list all other names that your company uses, including address and contact information. Please add additional pages if needed.**

Business Name \_\_\_\_\_

Business Address \_\_\_\_\_  
P.O. Box/Street                      Town                      State                      Zip Code

Contact Person \_\_\_\_\_

Phone Number ( ) \_\_\_\_\_ Fax Number ( ) \_\_\_\_\_

E-mail Address \_\_\_\_\_

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Business Name \_\_\_\_\_

Business Address \_\_\_\_\_  
P.O. Box/Street                      Town                      State                      Zip Code

Contact Person \_\_\_\_\_

Phone Number ( ) \_\_\_\_\_ Fax Number ( ) \_\_\_\_\_

E-mail Address \_\_\_\_\_

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Business Name \_\_\_\_\_

Business Address \_\_\_\_\_  
P.O. Box/Street                      Town                      State                      Zip Code

Contact Person \_\_\_\_\_

Phone Number ( ) \_\_\_\_\_ Fax Number ( ) \_\_\_\_\_

E-mail Address \_\_\_\_\_

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**Additional Information**

**1. Indicate which Community Action Agency(s) your company does or would like to do business with.  
(Please Check)**

- |  |   |
|--|---|
| <input type="checkbox"/> ABCD (Bridgeport area)              | <input type="checkbox"/> CRT (Hartford/Middletown area)   |
| <input type="checkbox"/> ABCD (Norwalk/Stamford area)        | <input type="checkbox"/> HRANB (New Britain)              |
| <input type="checkbox"/> ACCESS (Willimantic/Danielson area) | <input type="checkbox"/> NO/NOGM (Waterbury/Meriden area) |
| <input type="checkbox"/> BCO (Bristol area)                  | <input type="checkbox"/> TEAM (Derby/Ansonia area)        |
| <input type="checkbox"/> CAANH (New Haven area)              | <input type="checkbox"/> TVCCA (Norwich/New London area)  |
| <input type="checkbox"/> CAAWC (Danbury area)                |   |

**2. Indicate whether your company will accept new energy assistance customers that reside in your service territory.     Yes     No**

**3. Indicate the type(s) of services your company provides.**

Clean, Tune & Test Services     Annual Service Contracts

**4. Please indicate emergency/special fees charged to your regular customers, if any, for the following:  
(The following fees will only be paid if the service is requested in writing by a Community Action Agency.)**

Same-day, weekday delivery:            \$ \_\_\_\_\_  
Same-day, weeknight delivery:        \$ \_\_\_\_\_  
Same-day, weekend delivery:            \$ \_\_\_\_\_

Furnace start-up: \$ \_\_\_\_\_  
Minimum delivery: \_\_\_\_\_\* Fee if not met: \$ \_\_\_\_\_\*\*

(To re-emphasize, the above identified fees will only be paid if the service is requested by a Community Action Agency.)

\* - Pursuant to Section 16a-22b of the Connecticut General Statutes, the minimum heating oil or propane delivery shall be one-hundred (100) gallons. Vendors may choose to set their minimum delivery requirements at less than one-hundred (100) gallons, but cannot set a higher minimum delivery limit.

\*\* - In the event that the client's oil tank cannot accommodate a minimum delivery, vendors will receive payment up to the amount of the vendor's minimum delivery requirements (not to exceed 100 gallons) or the vendor's minimum delivery fee, whichever cost is less.

### **PART III – GENERAL PROVISIONS**

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(Full Name of Vendor)

hereinafter referred to as "Vendor," does hereby agree that it, its trade name(s) and d.b.a(s) shall:

1. Not bill an energy assistance customer or Community Action Agency more for services or product than billed to any other customer who orders the same services or quantities of product;
2. Legibly post on **all** invoices, statements and metered tickets the **client name, service address** and the **current (as of date of delivery) residential retail rate per gallon;**
3. Extend to energy assistance customers any prompt payment discounts afforded other customers, and shall provide that the beginning of the discount period commences upon the date of the Vendor's presentation of the bill to the Community Action Agency;
4. Make deliveries in accordance with Sec. 16a-22a of the Connecticut General statutes;
5. Make deliveries within the amounts authorized by the Community Action Agency. Vendors will receive authorizations from the Community Action Agency for "Basic," "Crisis Assistance" and "Safety Net Assistance" benefits **prior** to each delivery. **Only one delivery is to be made per authorization;**
6. Agree that the energy assistance program may cover the cost of a clean, tune and test for an energy assistance customer, providing that sufficient funds remain in the eligible household's basic benefits. **In order to be eligible for payment, the clean, tune and test must be authorized by the Community Action Agency;**
7. Agree that the energy assistance program may pay for up to one (1) restart per household during the program year. Restart payment will be made, providing that sufficient funds remain in the eligible household's benefits. Payment for additional restarts will be the responsibility of the participating household;
8. Allow inspection by the state or an agent of the state of any company records deemed necessary by the state or said agent for verification of the accuracy and legitimacy of invoices, including, but not limited to retail rates per gallon;

9. Agree to retain all records related to participation in the program for a period of three years from the close of the program;
10. Agree that in the case of a disputable invoice, the state reserves the right to withhold payment until resolution of the matter;
11. Agree that in order to receive payment, the energy assistance customer and/or Vendor must submit bills to the Community Action Agency by May 29, 2015;
12. Submit this properly executed Document in order to be included on the Approved Supplier Vendor List;
13. Submit verification of your registration with the Department of Consumer Protection for your company and all DBA's, in accordance with Sec. 16a-23m of the Connecticut General Statutes. **The verification(s) must be attached to your completed Document;**
14. Agree that energy assistance customers will not be charged the difference between the Vendor's retail price and the Fixed Margin Price;
15. Agree that, based on the availability of funds; payments will be issued within thirty days of the Community Action Agency's **receipt and approval of bills**. (The thirty day payment period is based on the date the bill is received, not the date the delivery is made.);
16. Agree that energy program payments will be determined according to the price on the **date that the fuel is delivered**, not the price for the date that the fuel was approved and/or authorized;
17. Agree that in the case of receipt of payment for a delivery from both an energy assistance customer and a Community Action Agency, the Vendor shall reimburse the customer if the customer so requests. (Reimbursement shall be for the amount paid by the customer.);
18. Make emergency deliveries to energy assistance customers within twenty-four hours of receipt of a fuel authorization from the Community Action Agency and seventy-two hours for non-emergency deliveries. If unable to make deliveries within the allotted times, the Vendor must notify the Community Action Agency as to when the delivery will be made. (If the delivery cannot be made within the allotted times, it may be necessary for the Community Action Agency to cancel the authorization, and reauthorize the delivery with another vendor.)
19. Agree that payment under the energy assistance program is guaranteed only for those fuel deliveries which are authorized by the Community Action Agency. **(In order to guarantee program payment for customers on automatic delivery, the Vendor must have received authorization from the Community Action Agency prior to making each fuel delivery.);**
20. Upon written request, provide DSS the account history for CEAP/CHAP recipient households serviced by the vendor for the previous twelve (12) months, or the available account history plus estimates if less than 12 months of billing history is available. This information shall be provided at no cost to DSS.
21. Agree that completion of this Document obligates the Vendor to all terms and conditions, as detailed herein, for the 2014/2015 energy assistance program year and that failure to comply with any of these terms and conditions will result in the Vendor's suspension from the program for the remainder of the 2014/2015 program year;

22. Agree to safeguard the use, publication and disclosure of information on all clients who receive services under this program in accordance with all applicable federal and state law (section 17b-90 of the Connecticut General Statutes) concerning confidentiality;
23. Agree that vendors requesting to withdraw from participation in the 2014/2015 energy assistance program must do so in writing to the Department of Social Services, Office of Community Services, 55 Farmington Avenue, Hartford, CT 06105. If removal is so requested, the vendor will be suspended from participation in the programs for the remainder of the 2014/2015 program year. The Community Action Agency will notify the Vendor's energy assistance customers. These customers will be required to select another vendor from the list of participating vendors. No further authorizations will be issued to the withdrawn vendor during the remainder of the current program year. Payment for any outstanding authorizations of oil will be made in accordance with the Fixed Margin Price.
24. Agree that eligible energy assistance customers, at their discretion, may change vendors during the course of the program year. In this event, any remaining balance of funds will be made available for the new vendor, and no further deliveries will be made by the previous vendor;
25. The Vendor, by signing this Document, does not bind itself to making deliveries to energy assistance customers outside of its normal service territory or working hours, or to providing services beyond those offered to customers whose deliveries are not approved and/or authorized by the Community Action Agency
26. Vendors are not obligated to accept new energy assistance customers. However, if a vendor agrees to accept new energy assistance customers, the vendor is not allowed to require a credit report as a condition of acceptance. Vendors may request credit reports in situations where an energy assistance customer is seeking credit for future deliveries not paid for by the energy assistance program.

#### **PART IV – PRODUCT PRICING**

DSS will use information from the Oil Price Information Service (OPIS) to determine the daily Fixed Margin Price, which will be used to pay oil vendors making deliveries to CEAP or CHAP households. The Fixed Margin Price will be based on the daily OPIS Gross Ultra Low Sulfur Red Dye Distillate price, plus a fixed margin of 31 cents per gallon.

In addition, the Fixed Margin Pricing Program will continue to include county differentials in the pricing mechanism. The county differentials are as follows, and **include the 31 cents fixed margin:**

Middlesex County	\$0.343
Hartford County	\$0.349
New London County	\$0.352
New Haven County	\$0.355
Litchfield County	\$0.377
Tolland County	\$0.409
Windham County	\$0.410
Fairfield County	\$0.425

The following example is for demonstration purposes.

Under the Fixed Margin Pricing Program pricing mechanism in place last year, oil deliveries made on Thursday, December 5, 2013 were paid based on the previous day's New Haven Rack Average OPIS Price, as provided in this example on Wednesday, December 4, 2013. The price was determined as follows:

\$3.179	New Haven Rack Average OPIS Price, Wednesday, 12/4/13
.310	Fixed Margin
<u>.115</u>	County Differential – Fairfield County
\$3.604	Total Fixed Margin Price for No. 2 oil – Thursday, 12/5/13 (Fairfield County)

Please note, since each county has a different county differential, the Total Fixed Margin Price on any given day will vary from county to county.

Vendors who deliver in multiple counties will be paid in accordance with the county differential in which the delivery is made. DSS will determine all fixed margin prices.

In the event of the shutdown of state offices due to an emergency, e.g., hazardous weather, the last posted fixed margin price shall remain in effect until the state offices reopen.

**Vendors must put their retail price on all delivery tickets, bills or statements.** If the vendor's posted retail price is lower than the Fixed Margin Price, the vendor will be paid in accordance with the retail price.

For those deliveries of home heating oil paid by the program, vendors shall not charge CEAP or CHAP customers the difference between their retail price and the CEAP or CHAP payment.

**All kerosene and propane deliveries will be paid at the vendor's regular retail price.**

Deliveries made before an energy assistance customer's eligibility has been determined may be paid, if the customer is found eligible, and the delivery was made on or after November 12, 2014.

## **PART V – MISCELLANEOUS PROVISIONS**

The Vendor understands and agrees that if the State of Connecticut has reason to believe that the Vendor may have misrepresented, violated, or attempted to violate any part of this Document, they are subject to having their participation as a supplier in the energy assistance program immediately suspended. Suspected violations of Connecticut law shall be investigated, and if appropriate, prosecuted. Vendors found in violation shall be barred from participation in the energy assistance program for five years.

This Document is subject to Section 53a-157b of the Connecticut General Statutes, which provides as follows: "A person is guilty of false statement in the second degree when he intentionally makes a false written statement under oath or pursuant to a form bearing notice, authorized by law, to the effect that false statements made therein are punishable, which he does not believe to be true, and which statement is intended to mislead a public servant in the performance of his official function."

Should at any time any provision of this Document be found by the State to be legally unenforceable, that provision will automatically be considered void, but all other provisions of this Document will remain in effect. This Document is subject to the provisions in Executive Order No. 3 and 17, as they relate to non-discrimination.

This contract is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971 and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 3, or any state or federal law concerning non-discrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as a part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to non-discrimination, until the contract is completed or terminated prior to completion. The contractor agrees, as part

consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

This contract is subject to the provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 17, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdictions in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

**PART VI – DELIVERABLE FUEL OPTIONS**

Indicate the type(s) of heating fuel that you will provide pursuant to this Document.

\_\_\_\_\_ No. 2 Heating Oil      \_\_\_\_\_ Kerosene      \_\_\_\_\_ Propane

**PART VII – ACCEPTANCE AND APPROVAL**

**IN ORDER FOR THIS DOCUMENT TO BE COMPLETE, YOU MUST SIGN BELOW AND HAVE IT NOTARIZED. SIGNATURE ON THIS PAGE SIGNIFIES AGREEMENT TO THE TERMS AND CONDITIONS SPECIFIED IN THIS DOCUMENT.**

Signed \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Authorized Agent of Vendor

Print \_\_\_\_\_  
Authorized Agent of Vendor

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public/Commissioner of the Superior Court

My commission expires \_\_\_\_\_

**You must return all pages of this Document and appropriate verification(s) by mail to DSS or by fax to 860-424-4952.**

**REMEMBER TO INCLUDE VERIFICATION OF REGISTRATION AS A HOME HEATING OIL/PROPANE VENDOR WITH THE DEPARTMENT OF CONSUMER PROTECTION FOR YOUR COMPANY AND ALL DBA'S (IF APPLICABLE).**