MAINE STATE HOUSING AUTHORITY

LOW INCOME HOME ENERGY ASSISTANCE PROGRAM & ENERGY CRISIS INTERVENTION PROGRAM

VENDOR AGREEMENT (PROPANE, ELECTRICITY, NATURAL GAS, AND COAL)

1. PARTIES TO AGREEMENT.

A. Agreement. The Maine State Housing Authority, a public body corporate and politic and an instrumentality of the State of Maine, with its offices at 353 Water Street, Augusta, Maine ("MaineHousing") and

_____ with its offices at

_____, _____
(Street Address) (P.O. Box, if any)

_____, _____
(Town or City, State, and Zip Code) (Phone #)

("Supplier") hereby agree that the Supplier will deliver Home Energy to Eligible Households receiving LIHEAP benefits and that MaineHousing will pay the Supplier for deliveries of Home Energy in accordance with the terms and conditions of this Agreement (the "Agreement").

B. Taxpayer Identification Number. Supplier's federal income taxation Taxpayer Identification Number is _____.

2. DEFINITIONS.

As used in this Agreement, the following terms have the following meanings:

A. "Benefit Return Form" means the form prescribed or accepted by MaineHousing that requests the return of all or some part of a payment made to the Supplier under this Agreement, attached hereto as Exhibit II and incorporated herein by reference, as may be revised from time to time by MaineHousing.

B. "Cash Price" means the amount Supplier charges for Home Energy if paid for at the time of delivery.

C. "ECIP" means the Energy Crisis Intervention Program.

D. "Eligible Household" shall have the same meaning as set forth in the Rule.

E. "Home Energy" means a source of heating in a Dwelling Unit or a Rental Unit (each as defined in the Rule) that, for purposes of this Agreement, is propane, electricity, natural gas, or coal.

F. "LIHEAP" means Low Income Home Energy Assistance Program.

G. "Maximum Delivery Price" has the meaning described in Section 5.C of this Agreement.

H. "Purchase Order" means the document issued by MaineHousing or Sub-grantee, as the case may be, that authorizes the Supplier to deliver Home Energy to an Eligible Household under ECIP. At a minimum the Purchase Order shall identify the Eligible Household, the type of ECIP benefit to be delivered to the Eligible Household, and the amount of ECIP benefit spent on the Eligible Household or credited to its customer account.

I. "Records" means any of the Supplier's books, documents, purchase orders, price quotes, invoices, contracts, payroll reports, financial statements, papers or things that are necessary or desirable for the procurement or delivery of Home Energy or other services authorized under LIHEAP or ECIP, whether in paper, electronic, magnetic or any other form.

J. "Rule" means the Home Energy Assistance Program Rule, Chapter 24 of the Rules of the Maine State Housing Authority.

K. "Sub-grantee" means a public or private nonprofit agency, or municipality, selected by MaineHousing to operate and administer LIHEAP and ECIP, in whole or in part, within the geographic area in which an Eligible Household resides.

L. "Supplier" means the individual or entity, identified as such in Section 1 of this Agreement, that supplies Home Energy directly to an Eligible Household and includes any subsidiary or affiliate of such entity.

M. "Vendor Reimbursement Request Form" means the form prescribed or accepted by MaineHousing that authorizes payment to Supplier pursuant to Section 8 of this Agreement, attached hereto as Exhibit I and incorporated herein by reference, as may be revised from time to time by MaineHousing.

N. "Voucher/Benefit Notice" means the document issued by MaineHousing or Sub-grantee, as the case may be, that authorizes the Supplier to deliver Home Energy to an Eligible Household under LIHEAP. At a minimum, the Voucher/Benefit Notice shall identify the Eligible Household, the type of Home Energy to be delivered to the Eligible Household, and the amount of the LIHEAP benefit to be credited to the Eligible Household's customer account with the Supplier.

3. TERM OF AGREEMENT.

A. Effective Date. The term of this Agreement begins on the later to occur of (i) the date of execution of this Agreement by both MaineHousing and the Supplier, or (ii) the date of formal approval of the State Plan for the Low Income Home Energy Assistance Program for FY 2006-2007 by the United States Department of Health and Human Services.

B. Termination Date. The term of this Agreement ends on the effective date of termination pursuant to Section 12 hereof. Notwithstanding the termination of this Agreement, the provisions of this Agreement necessary to effectuate fully the rights of MaineHousing hereunder, including without limitation audit rights and the right to recover LIHEAP funds to which Supplier is not entitled hereunder, shall remain in effect for the period necessary to accomplish such objectives.

4. LIHEAP.

A. Purpose. LIHEAP provides assistance to Eligible Households for the purchase of Home Energy unless the purchase is governed by Section 8 of this Agreement.

B. Allowable Uses. Allowable uses of LIHEAP benefits shall be limited to payment to the Supplier for delivery of Home Energy.

5. DELIVERIES OF HOME ENERGY.

A. Fuel Type. Supplier will deliver the following type(s) of Home Energy under this Agreement (check all that apply):

☐ Propane

☐ Electricity

☐ Natural Gas

☐ Coal

B. Delivery Authorization. MaineHousing or Sub-grantee will issue Vouchers/Benefit Notices to Supplier authorizing Supplier to deliver Home Energy to the Eligible Households identified in the Vouchers/Benefit Notices.

C. Maximum Delivery Price. Supplier agrees to charge an Eligible Household no more than the Cash Price for the portion of Home Energy deliveries paid with LIHEAP funds. Supplier may not consider an Eligible Household's outstanding indebtedness to Supplier in calculating the Cash Price.

D. Supplier Payment Plans. An Eligible Household receiving LIHEAP benefits may participate in any prepayment plan or budget payment plan customarily offered by the Supplier to its customers to assist them in lowering, capping, or managing their home heating costs. The terms and conditions of the payment plan must be in a written agreement signed by the Supplier and the customer. The agreement must state that the Supplier may charge a price other than the Cash Price when the customer enters into any prepayment plan or budget payment plan available from the Supplier.

E. Previous Indebtedness. Supplier agrees not to apply any payment subject to this Agreement to any indebtedness incurred by a LIHEAP or ECIP recipient as a result of deliveries made or services provided before October 1st of the LIHEAP program year unless the Eligible Household has entered into a prepayment plan or budget payment plan with Supplier on terms consistent with the requirements of this Agreement.

F. Prohibited Discrimination. The Supplier agrees not to discriminate against any Eligible Household regarding the extension of credit to purchase Home Energy or other services, the price of Home Energy or other services, or the terms or conditions of the delivery of Home Energy or other services solely on the basis of its being an Eligible Household.

6. PAYMENT TO SUPPLIER.

A. Payment against Voucher/Benefit Notice. Subject to MaineHousing's receipt of LIHEAP funds from the federal government, MaineHousing will pay to the Supplier the LIHEAP benefit amount indicated in each Voucher/Benefit Notice issued by MaineHousing or the Sub-grantee. Payments made by MaineHousing to the Supplier will be credited by the Supplier to the customer account of the Eligible Household identified in the Voucher/Benefit Notice. For convenience, MaineHousing may aggregate amounts payable to the Supplier under multiple Vouchers/Benefit Notices, but the Supplier must credit LIHEAP benefit amounts to the individual customer accounts of Eligible Households.

B. Supplemental Payments. In the event that MaineHousing receives supplemental LIHEAP funds from the federal government, MaineHousing will allocate a portion of such funds to Supplier. Supplier will credit such supplemental LIHEAP funds to the customer accounts of Eligible Households in accordance with the Voucher/Benefit Notice or any written instructions given to Supplier by MaineHousing or its Sub-grantee.

C. Form of Payment. To the extent practicable, payments made to the Supplier by MaineHousing hereunder will be made by electronic transfer to the bank account designated by Supplier below:

Bank name: _____

Bank location: _____

Bank ABA routing number: _____

Name on account: _____

Supplier account number: _____

Type of Account: Checking _____ Savings _____

7. RETURN OF PAYMENTS.

Supplier agrees to notify and return to MaineHousing any excess or unused LIHEAP funds provided by MaineHousing to Supplier:

a. upon notification of the death of an individual who was the sole member of an Eligible Household;

b. upon Supplier's receipt of a written notice from an Eligible Household that it no longer desires to receive services or Home Energy deliveries from Supplier;

c. respecting any Eligible Household that has not received deliveries of Home Energy for 12 months;

d. within 30 days of the termination of this Agreement pursuant to Section 12 hereof; or

e. upon receipt of, and within the time period prescribed by, the Benefit Return Form from MaineHousing.

With respect to each return of LIHEAP funds made pursuant to this Section 7, the Supplier agrees to provide its written statement setting forth the name and address of the Supplier, the name and address of the Supplier's customer, the customer's account number, the amount of LIHEAP funds returned, and a concise explanation of the reason for the return of funds.

8. ECIP.

A. Purpose. ECIP assists Eligible Households confronted by weather-related and supply shortage emergencies and other household energy-related emergencies by providing limited amounts of Home Energy and related services.

B. Allowable Uses. The availability of ECIP benefits is limited as follows:

1. Payment to the Supplier for the delivery of Home Energy to an Eligible Household consistent with the purpose of ECIP, and payment of surcharges associated with unscheduled deliveries to the Eligible Household.

2. Payment of utility costs in the event the utility is (a) necessary for the operation of the device used by the Eligible Household to heat its residence and (b) the provider of the utility threatens to interrupt or discontinue service for failure to pay.

3. Payment to the Supplier for emergency repairs to an Eligible Household's heating system performed by a licensed technician.

4. The Eligible Household may not exceed its maximum allowable annual ECIP benefit.

C. Payments. Supplier agrees to deliver to an Eligible Household pursuant to the terms of the Purchase Order. Supplier shall receive payment within 10 days of submission of the Supplier's invoice for services rendered to the Eligible Household pursuant to the Purchase Order.

D. Benefit Limit. Supplier acknowledges and understands that the maximum allowable annual benefit per Eligible Household permitted under ECIP is prescribed by MaineHousing or Sub-grantee.

E. Time of Deliveries. Notwithstanding any other provision of this Agreement, deliveries of Home Energy or services pursuant to this Section 8 must be made when prescribed by Sub-grantee and in any case no later than 18 hours from the time of the request made by the Sub-grantee if the Eligible Household is in a life-threatening situation and 48 hours in all other cases.

9. RECORDKEEPING.

A. Maintenance and Availability. Supplier agrees to prepare, retain, make available, and supply to MaineHousing Records and other information necessary, as MaineHousing may determine, to audit and evaluate the Supplier's performance under this Agreement. Records shall be available for inspection and copying by MaineHousing at the Supplier's office during its regular business hours. Records and information shall be in such form and shall be stored as may be prescribed by MaineHousing. In addition to the other rights of MaineHousing under this Section 9.A, MaineHousing and the United States Department of Health and Human Services and their respective representatives shall have access to all Records for the purpose of reviewing, examining, inspecting, investigating, auditing, copying, translating or transcribing any information contained therein. Supplier shall cooperate fully with any such action by the Federal government or MaineHousing.

B. Retention. The Supplier shall retain the records for a period of three years after termination of this Agreement. This provision shall survive the termination of this Agreement.

C. Content. At a minimum, Supplier agrees to prepare, retain and provide to MaineHousing Records consisting of each of the following:

1. The total amount and cost of Home Energy delivered to each Eligible Household annually from June 1st through May 31st. Reports are due on June 30th.

2. The amount of payments for Home Energy and eligible services made on behalf of each Eligible Household by MaineHousing or Sub-grantee.

3. The amount of unexpended LIHEAP benefits allocated to each Eligible Household.

4. A daily log of Supplier's Cash Price.

D. Access. With respect to any specified Eligible Household, Supplier agrees to provide documentation relative to the amount of LIHEAP and ECIP benefits, the amount of Home Energy and other services supplied as of a certain date, and the amount of remaining LIHEAP benefits to the following upon their written request:

1. MaineHousing;

2. Sub-grantee; or

3. the Eligible Household.

10. REPORTS.

Supplier agrees to submit, in such form as may be prescribed by MaineHousing, such reports or written answers to specific questions, surveys, or questionnaires as MaineHousing may determine necessary, on or before a date as specified by MaineHousing.

11. ADVERTISING.

Supplier agrees not to advertise, or otherwise distribute or provide information, in a manner that implies that LIHEAP or ECIP assistance is available only through the Supplier, or that applications for LIHEAP or ECIP assistance are accepted by the Supplier, or to take any other action that misleads or tends to mislead the public with respect to the availability or operation of LIHEAP or ECIP.

12. SUSPENSION, TERMINATION AND BAR.

A. Suspension by MaineHousing. MaineHousing shall have the right to suspend in whole or in part from time to time the Supplier's deliveries of Home Energy or the performance of other services provided by Supplier under this Agreement whenever MaineHousing determines, in its sole judgment, that such suspension is in MaineHousing's best interest. Any such suspension shall be effected by notice to the Supplier specifying the extent to which deliveries of Home Energy or other performance of the services under this Agreement are suspended and the date on which such suspension is effective.

B. Termination for Convenience by MaineHousing. MaineHousing shall have the right to terminate this Agreement if MaineHousing determines, in its sole judgment, that such termination is in its best interest. In the event MaineHousing determines that such termination is in its best interest, it shall give notice of termination to Supplier stating the effective date of termination. In the event of such termination, MaineHousing shall be obligated to pay Supplier only for Home Energy deliveries actually made and other services actually performed by Supplier to the effective date of termination, provided that such deliveries and services conform to the requirements of this Agreement. Without limiting in any way MaineHousing's rights under this Section 12.B, MaineHousing may, at any time during the term of this Agreement, send a Notice of Contract Completion to the Supplier setting forth the end date of the Agreement and providing for the submission of final Vendor Reimbursement Request Forms within the period specified in the Notice.

C. Termination for Cause by MaineHousing. MaineHousing shall also have the right to terminate this Agreement immediately in the event MaineHousing determines, in its sole judgment, that Supplier has failed to perform one or more of its obligations under this Agreement, or for the breach of any warranty or representation made by Supplier under this Agreement, and such termination shall be effective on the date specified in a notice of termination given by MaineHousing to Supplier.

D. Termination by the Supplier. The Supplier may terminate this Agreement only with the written consent of MaineHousing upon thirty (30) days advance written notice to MaineHousing and an opportunity by MaineHousing to inspect the Records of the Supplier prior to the effective date of termination. No consent of MaineHousing will be required in the event Supplier gives MaineHousing notice of its intent to cease doing business as a vendor of Home Energy. In the event Supplier terminates this Agreement without the required notice or any required consent of MaineHousing, such termination shall be a default of this Agreement by Supplier.

E. Bar. MaineHousing may bar the Supplier from participation in any other fuel assistance programs administered by MaineHousing or its agents for the Supplier's failure to abide by the terms of this Agreement or for any malfeasance or misfeasance with respect to the delivery of Home Energy or other services under LIHEAP or ECIP.

13. DEFAULT REMEDIES.

In addition to the right to terminate this Agreement as provided in Section 12.C hereof, in the event of default by Supplier in the performance of one or more of its obligations under this Agreement, MaineHousing may:

a. withhold any further payments to Supplier;

b. offset any amounts owed Supplier under this Agreement against any damages or costs incurred by MaineHousing as a result of Supplier's failure to perform its obligations under this Agreement, including but not limited to costs associated with procuring replacement services and attorneys' fees and legal costs;

c. recover from Supplier all amounts paid to or otherwise obtained by Supplier as a result of any malfeasance or misfeasance by Supplier; or

d. bring an action against Supplier for specific performance to require Supplier to turn over to MaineHousing any Record to which MaineHousing is entitled hereunder or to enjoin Supplier from destroying or removing any such Record.

MaineHousing may, at its sole option, exercise one or more of such rights and remedies, either singly, simultaneously or sequentially, and the exercise of any right or remedy shall not preclude the exercise of any other right or remedy at any time.

14. CONFIDENTIAL INFORMATION.

A. Confidentiality and Nondisclosure. Supplier and its employees, officers, agents and contractors shall keep confidential and shall not disclose:

(i) any information, including but not limited to statements of financial condition or information pertaining to financial condition, acquired by any of them if that information is or was provided by an applicant for LIHEAP or ECIP benefits or an Eligible Household, or by Sub-grantee, MaineHousing, or any third party concerning any such applicant or Eligible Household, or

(ii) any other information acquired by Supplier or its employees, officers, agents or contractors in the course of the performance of this Agreement.

All such information shall be confidential information under this Agreement without the need to specifically designate it as such. This provision shall survive the termination of this Agreement.

B. Legal Duty to Disclose. Nothing in this section shall be construed to prohibit the disclosure of any information that the Supplier is required to disclose pursuant to applicable law. In the event Supplier receives a request for disclosure of confidential information and such disclosure is required by law, Supplier shall, upon receiving such request, immediately notify MaineHousing thereof. Supplier shall not disclose such information until it has consulted with MaineHousing after providing such notice.

15. INDEMNIFICATION.

Supplier agrees to indemnify, defend and hold MaineHousing harmless from and against any and all claims, losses, damages, demands, suits, costs or judgments, including reasonable attorneys' fees, arising out of any act or omission by the Supplier or its officers, agents, employees or contractors or any other person or entity furnishing or supplying goods, services, materials or supplies in connection with the performance of this Agreement, including without limitation deliveries of Home Energy. This provision shall survive the termination of this Agreement.

16. SUCCESSOR IN INTEREST.

Supplier agrees that in the event it voluntarily transfers all or substantially all of its assets, it shall, in connection with such transfer, require the transferee to assume all liabilities, obligations, duties and responsibilities imposed hereunder as though such transferee had originally entered into this Agreement. Supplier further agrees to provide MaineHousing with thirty (30) days prior written notice of its intent to transfer all or substantially all of its assets.

17. COMPLIANCE WITH LAWS.

Supplier warrants and represents that it shall comply with the Maine Housing Authorities Act, 30-A M.R.S.A. § 4701, et seq.; the federal law and regulations that govern the LIHEAP and ECIP programs, including without limitation, 42 U.S.C. §§8621 - 8629, 45 C.F.R. §§ 96.1 through 96.68, and 45 C.F.R. §§ 96.80 - 96.89; the Rule; the Certifications set forth in Exhibits III and IV attached hereto and made a part hereof and executed by Supplier; and any other applicable provision of federal or Maine law.

18. ENTIRE AGREEMENT AND SEVERABILITY.

This Agreement constitutes the entire agreement between MaineHousing and Supplier and supersedes any other contract, arrangement or understanding, written or oral, by and between the Supplier and MaineHousing for the services described herein for the term hereof. If any court determines that any provision of this Agreement is unenforceable, invalid or void, all other provisions of this Agreement not included in the court's determination shall remain in full force and effect, and both the Supplier and MaineHousing shall continue to be bound by them. Section and subsection headings in this Agreement have no legal significance and are only for convenient reference.

19. INDEPENDENT CONTRACTOR.

It is understood and agreed by the parties hereto that Supplier is acting in an independent capacity, as an independent contractor, in the performance of this Agreement, and not as an officer, agent or employee of MaineHousing.

20. ASSIGNMENT.

Supplier shall not assign or otherwise transfer this Agreement or any of its rights or obligations hereunder without the express prior written consent of MaineHousing, which consent, if given, may include conditions that MaineHousing determines, in its sole judgment, are appropriate or necessary. Any such assignment or other similar action taken by Supplier without such prior written consent shall be null and void and shall not release Supplier from its obligations, responsibility and liability under this Agreement.

21. COPYRIGHT.

The United States Department of Health and Human Services, as the federal agency providing LIHEAP and ECIP funds to MaineHousing that are being used to pay for Home Energy deliveries and other services provided by Supplier hereunder, shall have, pursuant to 45 C.F.R. §92.34, a perpetual royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, for Federal government purposes, the copyright in all original written materials developed, generated or produced under this Agreement and paid with LIHEAP or ECIP funds.

22. AMENDMENTS.

The provisions of this Agreement may be amended only by mutual agreement of the parties hereto expressed in writing and signed by the parties.

23. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of Maine and applicable federal law (excluding choice of law rules) both as to interpretation and performance.

24. NOTICES.

Any notice required or permitted under this Agreement shall be in writing and delivered in person, by fax, or by registered or certified mail, return receipt requested, to the addressee as set forth below.

To MaineHousing:

Energy and Housing Services, Director
Maine State Housing Authority
353 Water Street
Augusta, Maine 04330-4633

To the Supplier: _____ ☑ (Name)

_____ ☑(Address)

_____ ☑ (City, State, Zip)

_____ ☑ (Phone)

25. WAIVER.

MaineHousing's failure to enforce any provision of this Agreement or to exercise any right or seek any remedy against the Supplier for default of this Agreement, or MaineHousing's acceptance of any performance by the Supplier under this Agreement during any such default, shall not be deemed to constitute a waiver of any rights, causes of action, or remedies available to MaineHousing under this Agreement, at law or in equity, and MaineHousing shall fully retain all such rights, causes of action and remedies.

26. TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION.

Supplier, by its duly authorized representative signing below, certifies that the number shown in Section 1 hereof is its correct Taxpayer Identification Number, and that it is not subject to backup withholding because (a) it is exempt from backup withholding, or (b) it has not been notified by the Internal Revenue Service that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the Internal Revenue Service has notified it that it is no longer subject to backup withholding.

27. NONDISCRIMINATION.

During the term of this Agreement, Supplier shall not discriminate in any manner against any person because of race, color, religious creed, sex, sexual orientation, national origin, ancestry, age, physical or mental disability, or familial status. Such prohibition against discrimination shall include, but not be limited to, all actions relating to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.

28. AUTHORIZED SIGNATURE.

The undersigned _____(name),

_____(title) of Supplier, hereby warrants and represents that he/she has the authority to execute this Agreement on behalf of the Supplier and that the Supplier shall be bound by his/her action.

IN WITNESS WHEREOF, MaineHousing and the Supplier, by their respective representatives duly authorized, have executed this Agreement in two (2) counterpart

originals, each being one and the same agreement, on the dates indicated, effective as of the date referenced in Section 3 hereof.

MAINE STATE HOUSING AUTHORITY

Witness: _____ By: _____

Kathy L. Kinch

Date: _____ Its: Manager of Program Operations

SUPPLIER

Witness: _____ ☑ By: _____ ☑

Date: _____ Typed Name: _____ ☑

Typed Title: _____ ☑

EXHIBIT I

VENDOR REIMBURSEMENT REQUEST

Presentation of this form to the appropriate Community Action Agency within 5 working days of the delivery of ECIP services will allow you to receive reimbursement for:

1. special delivery charges
2. furnace start-up fee
3. up to 50 gallons of fuel

as long as ECIP funds are available and the client is program eligible.

Services Rendered _____ Price _____

Services Rendered _____ Price _____

Services Rendered _____ Price _____

TOTAL _____

Date _____

Company Name _____

Signature Fuel Dealer _____

Signature Customer _____

This reimbursement form should only be used for after hours, holiday, or weekend deliveries. During regular working hours prior permission from the CAP should be obtained.

White/Agency Canary/Fuel Dealer Pink/Customer

EXHIBIT II

MaineHousing
Maine State Housing Authority

CAA: _____

DATE: _____

LIHEAP Benefit Return Form

Vendor Name_____Acc't Number_____

We are requesting that funds be returned for the following customer. Please return the funds to:

Maine State Housing Authority
353 Water Street
Augusta, ME 04330

Please return these funds by: _____ Program Year: _____

Client Name_____

Client Address _____

_____

Reason for Return (please circle): **A.** moved (in state) **B.** moved (out of state) **C.** incorrect vendor
D. vendor change **E.** deceased **F.** inactive account (12 months) **G.** overpayment

New Address_____

_____

New Vendor_____Acc't Number_____

New Fuel Type_____ Heat is now included_____

_____
CAA Representative Signature

EXHIBIT III

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant inaccurately rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and /or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and the frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters a lower tier covered transaction with a person who is suspended, debarred ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which-this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____ ☑
Organization Name

_____ ☑
Name & Title of Authorized Representative

_____ ☑ _____ ☑
Signature Date

EXHIBIT IV

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreement

That undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, Grant , Loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements and that all sub-recipient shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, " Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature and Title _____ ☑ Date_____ ☑

Typed Name and Address:

_____ ☑ (Name)

_____ ☑ (Address)

_____ ☑ (City)

certloby.doc

Maine State Housing Authority

Fuel Supplier Subsidiary / Branch Office Information Sheet

Please complete <u>one information sheet for each subsidiary fuel supplier and/or branch office</u> that will be covered by the vendor agreement. Completed information sheet(s) should be submitted to MaineHousing with the vendor agreement for the parent company. Make extra copies of this form as needed. Contact Lori McPherson at 207-624-5711 if you have any questions about how to complete the form.

Parent Company (as on the vendor agreement): _____

1. **Name of Subsidiary** _____

   Mailing Address _____

   _____

   City, State & Zip Code _____

   Phone Number _____

   Contact Person _____

   E-mail address _____

2. **Heating Fuels Offered**

   (check all that apply)

   - #2 Fuel Oil ☐
   - Kerosene ☐
   - Propane / LP gas ☐
   - Coal ☐
   - Wood ☐

3. **Does the subsidiary have its own Taypayer Identification Number ?** Yes ☐ No ☐

   If Yes - please provide the TIN number in the space below and submit a completed IRS W-9 form to MaineHousing with this form. Additional W-9 forms can be obtained from the IRS website at irs.gov MaineHousing will send an IRS-required 1099 report to the subsidiary after year-end (January).

   If No - MaineHousing will send IRS-required 1099 reports to the parent company named on the vendor agree

   Subsidiary Tax Identification Number (TIN) _____

4. **Should the subsidiary receive payments directly from MaineHousing ?** Yes ☐ No ☐

   If Yes - please fill-out the following information needed for electronic transfers to the subsidiary.

   If No - payments of Fuel Assistance benefits for customers of the subsidiary will be made to the parent company named on the vendor agreement.

   Bank Name _____

   Bank ABA Routing Number _____

   Name on Account _____

   Account Number _____

   Type of Account

   - Checking ☐
   - Savings ☐

5. **Will the subsidiary be responsible for completing MaineHousing's Annual Consumption Report**

   Each spring, MaineHousing requires fuel suppliers to report the amounts of heating fuel purchased for households that receive Fuel Assistance. Yes ☐ No ☐

   If Yes - MaineHousing will send the Annual Consumption Report request to the subsidiary to be completed.
   If No - the Annual Consumption Report will be sent to the parent company to be completed.