VIRGINIA ENERGY ASSISTANCE PROGRAM
VENDOR AGREEMENT

This agreement is subject to the provisions of the Commonwealth of Virginia's General Terms and Conditions and the Vendor's Manual and any revisions thereto, which are hereby incorporated into this agreement in their entirety. A copy of the manual is available for review on the Internet at www.dgs.state.va.us.

In consideration for timely payments and authorizations that will be provided by the Virginia Department of Social Services (VDSS), for households found eligible for assistance through the Virginia Energy Assistance Program, the vendor agrees to these terms and conditions.

Program Description

The Energy Assistance Program assists low-income households in meeting their immediate home energy needs. To be eligible, households must have a heating or cooling expense and gross monthly income may not exceed 130 percent of the federal poverty level. Applications for fuel, crisis, and cooling assistance are accepted at the local departments of social services. The Energy Assistance Program contracts for three components, Fuel Assistance, Crisis Assistance, and Cooling Assistance.

The Fuel Assistance component provides assistance to eligible customers for primary home heat. The primary home heat may be a deliverable fuel (oil, kerosene, or propane), electricity, natural gas, wood, or coal.

The Crisis Assistance component provides assistance to eligible customers for heating emergencies. Assistance includes a one-time only heat security deposit, purchase of one portable heater for temporary use, purchase of home heating fuel, payment of heat utility bill, payment for emergency shelter, and/or repair/purchase of heating equipment.

The Cooling Assistance component provides assistance to eligible customers for the purchase or repair of cooling equipment and/or payment for electricity to operate cooling equipment. Assistance includes self pick-up of one portable fan, purchase and installation of one room size window air conditioner, repair of one central air conditioning unit or heat pump, a once-per-lifetime payment of an electric security deposit, purchase and installation of one ceiling, attic, or whole house fan, repair of ceiling, attic, or whole house fan, payment of electric bill to operate cooling equipment, and self pick-up and self-installation of one room size window air conditioner.

DSS Responsibilities

1. Determine customer eligibility.
2. Provide authorization for deliveries and services.
3. Make payments to vendors within 20 days after receipt of billing.

Vendor Responsibilities

1. Will not discriminate against or adversely treat any eligible household in regard to terms and conditions of sale, credit, delivery, or service.
2. Will comply with all billing instructions and guidelines provided by VDSS for each component.

3. Will bill for deliveries made or service rendered up to amount displayed on the customer credit authorization. Any additional costs will be charged to the customer household as agreed upon by vendor and household.
4. Will provide Crisis Assistance deliveries/services within 48 hours of receipt of authorization, or within 18 hours of receipt of authorization if life-threatening.
5. Will provide Fuel Assistance deliveries in accordance with vendor's delivery schedule but not more than 7 days after receipt of authorization.
6. Will provide Cooling Assistance installations within 7 days of receipt of authorization.
7. Will install heating and cooling equipment in accordance with manufacturer's guidelines or industry standards, and secure building or mechanical permit when required.
8. Will sell and install only UL approved or UL approved and AGA certified equipment.
9. Will not install unvented heating equipment.
10. Will provide a minimum warranty for all installations and repairs: 30 days for labor, 1 year for parts, and 2 years for burner, heat exchanger/combustion system, firebox, and/or air conditioner compressor/sealed system.
11. To the extent permitted by law, agrees to indemnify, defend, and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, equipment or services of any kind or nature furnished by the Vendor, provided that such liability is not attributed to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Vendor on the materials, goods, or equipment delivered.
12. Is regarded as an independent contractor and not as an agent or employee of the Commonwealth of Virginia or the Purchasing Agent. The vendor is responsible for all its own insurance and federal, state, local, and social security taxes.
13. Will not charge State sales tax for fuel or services. State Sales and Use of Tax Certificate of Exemption, Form ST-12, will be issued upon request.
14. Will maintain adequate records to assure billing is in accordance with the Energy Assistance billing instructions, and will retain all Energy Assistance records for three years. If audit questions are raised, records will be kept until questions are resolved.
15. Will provide VDSS a copy of the Employer Identification Number document or Social Security card which was issued to the vendor and which displays the number used by the Internal Revenue Service as the vendor's tax identification number.
16. Will allow VDSS representatives access to all books and records relating to Energy Assistance households for the purpose of compliance verification with this agreement.
17. Will provide, at no cost to VDSS or the household, annual consumption and cost data for eligible households if requested by or on behalf of VDSS.
18. Will credit payments redirected to the Internal Revenue Service to the customer(s) account(s).
19. Will refund, by check or money order, to VDSS any overpayments or payments that are received in error.
20. Will maintain a drug-free workplace for its employees and will include provisions for same in every subcontract or purchase over $10,000 during the performance of this agreement.

Dates of Service

This agreement begins upon return receipt and remains in effect until terminated by either vendor or VDSS. Termination notice must be in writing and termination becomes effective ten days from date of notice.

RETURN THIS PAGE TO: DSS – Energy Assistance Program
P. O. Box 630
Richmond VA 23218-0630

Fuel/Crisis/Cooling Supplier/Vendor Agreement
Virginia Energy Assistance Program
FAX (804)726-7358

Vendor Trade Name	**Vendor Legal Name** (as used on Business Federal Tax Return)
Type of Entity ق Individual/Sole Proprietor ق Corporation ق Limited Liability Company ق Government Entity	**Taxpayer Identification Number** (as used on Federal Tax Return) ق Social Security Number (SSN) ق Federal Employer ID Number (FEIN) ق Taxpayer Individual Number (TIN) Taxpayer Identification
Primary Contact Name	**Primary Telephone** ( ) / **Fax** ( ) / **E-mail**
Primary Mailing Address (Street or PO Box)	**City** / **State** / **Zip**
Payment/Check Contact Name, *if different from above*	**Payment/Check Telephone**, *if different from above* ( )
Payment/Check Address (Street or PO), *if different*	**City** / **State** / **Zip**

Services Provided (Check all your company will do)

FUEL ASSISTANCE
ق Propane ق Dyed Kero ق Electricity
ق Fuel Oil ق Clear Kero ق Natural Gas

CRISIS ASSISTANCE
ق Emergency Fuel Delivery
ق Emergency Lodging
ق Security Deposit Option
ق Sale of Portable Space Heater
ق Sale and Installation of Heating/Supplemental Equipment
ق Repair of Heating Equipment
ق Security Deposit

COOLING ASSISTANCE
ق Sale/Installation of Window AC
ق Repair of Window AC
ق Sale of Window AC/No Installation
ق Sale/Installation of Fan
ق Repair of Installed Fan
ق Sale of Fan/No Installation
ق Security Deposit
ق Electric Utility
ق Security Deposit Option
ق Repair of Central AC or Heat Pump

Areas Served (Please circle all that your company will serve).
Counties of:

001 Accomack
003 Albemarle
005 Allegheny
007 Amelia
009 Amherst
011 Appomattox
013 Arlington
015 Augusta
017 Bath
019 Bedford Co.
021 Bland
023 Botetourt
025 Brunswick
027 Buchanan
029 Buckingham
031 Campbell
033 Caroline
035 Carroll
036 Charles City
037 Charlotte
041 Chesterfield
043 Clarke
045 Craig
047 Culpeper
049 Cumberland
051 Dickenson
053 Dinwiddie
057 Essex
059 Fairfax
061 Fauquier
063 Floyd
065 Fluvanna
067 Franklin Co.
069 Frederick
071 Giles
073 Gloucester
075 Goochland
077 Grayson
079 Greene
081 Greensville
083 Halifax
085 Hanover
087 Henrico
089 Henry
091 Highland
093 Isle of Wight
095 James City Co.
097 King and Queen
099 King George
101 King William
103 Lancaster
105 Lee
107 Loudoun
109 Louisa
111 Lunenburg
113 Madison
115 Mathews
117 Mecklenburg
119 Middlesex
121 Montgomery
125 Nelson
127 New Kent
131 Northampton
133 Northumberland
135 Nottoway
137 Orange
139 Page
141 Patrick
143 Pittsylvania
145 Powhatan
147 Price Edward
149 Prince George
153 Prince William
155 Pulaski
157 Rappahannock
159 Richmond Co.
161 Roanoke Co.
163 Rockbridge
165 Rockingham
167 Russell
169 Scott
171 Shenandoah
173 Smyth
175 Southampton
177 Spotsylvania
179 Stafford
181 Surry
183 Sussex
185 Tazewell
187 Warren
191 Washington
193 Westmoreland
195 Wise
197 Wythe
199 York

Cities of:

510 Alexandria
515 Bedford
520 Bristol
530 Buena Vista
540 Charlottesville
550 Chesapeake
560 Clifton Forge
570 Colonial Heights
580 Covington
590 Danville
595 Emporia
600 Fairfax
610 Falls Church
620 Franklin
630 Fredericksburg
640 Galax
650 Hampton
660 Harrisonburg
670 Hopewell
678 Lexington
680 Lynchburg
683 Manassas
685 Manassas Park
690 Martinsville
700 Newport News
710 Norfolk
720 Norton
730 Petersburg
735 Poquoson
740 Portsmouth
750 Radford
760 Richmond
770 Roanoke
775 Salem
790 Staunton
800 Suffolk
810 Virginia Beach
820 Waynesboro
830 Williamsburg
840 Winchester

Fuel/Crisis/Cooling Supplier/Authorized Vendor Signature

Date