

## 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](http://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.

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

**Services Provided** (Check all your company will do)

<b>FUEL ASSISTANCE</b>	<b>CRISIS ASSISTANCE</b>	<input type="checkbox"/> Sale of Portable Space Heater
<input type="checkbox"/> Propane <input type="checkbox"/> Dyed Kero <input type="checkbox"/> Electricity	<input type="checkbox"/> Emergency Fuel Delivery	<input type="checkbox"/> Sale and Installation of Heating/Supplemental Equipment
<input type="checkbox"/> Fuel Oil <input type="checkbox"/> Clear Kero <input type="checkbox"/> Natural Gas	<input type="checkbox"/> Emergency Lodging	<input type="checkbox"/> Repair of Heating Equipment
	<input type="checkbox"/> Security Deposit Option	<input type="checkbox"/> Security Deposit
<b>COOLING ASSISTANCE</b>	<input type="checkbox"/> Sale/Installation of Fan	<input type="checkbox"/> Security Deposit
<input type="checkbox"/> Sale/Installation of Window AC	<input type="checkbox"/> Repair of Installed Fan	<input type="checkbox"/> Electric Utility
<input type="checkbox"/> Repair of Window AC	<input type="checkbox"/> Sale of Fan/No Installation	<input type="checkbox"/> Security Deposit Option
<input type="checkbox"/> Sale of Window AC/No Installation		<input type="checkbox"/> Repair of Central AC or Heat Pump

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

- |                  |                    |                     |                      |
|------------------|--------------------|---------------------|----------------------|
| 001 Accomack     | 075 Goochland      | 149 Prince George   | 560 Clifton Forge    |
| 003 Albemarle    | 077 Grayson        | 153 Prince William  | 570 Colonial Heights |
| 005 Allegheny    | 079 Greene         | 155 Pulaski         | 580 Covington        |
| 007 Amelia       | 081 Greensville    | 157 Rappahannock    | 590 Danville         |
| 009 Amherst      | 083 Halifax        | 159 Richmond Co.    | 595 Emporia          |
| 011 Appomattox   | 085 Hanover        | 161 Roanoke Co.     | 600 Fairfax          |
| 013 Arlington    | 087 Henrico        | 163 Rockbridge      | 610 Falls Church     |
| 015 Augusta      | 089 Henry          | 165 Rockingham      | 620 Franklin         |
| 017 Bath         | 091 Highland       | 167 Russell         | 630 Fredericksburg   |
| 019 Bedford Co.  | 093 Isle of Wight  | 169 Scott           | 640 Galax            |
| 021 Bland        | 095 James City Co. | 171 Shenandoah      | 650 Hampton          |
| 023 Botetourt    | 097 King and Queen | 173 Smyth           | 660 Harrisonburg     |
| 025 Brunswick    | 099 King George    | 175 Southampton     | 670 Hopewell         |
| 027 Buchanan     | 101 King William   | 177 Spotsylvania    | 678 Lexington        |
| 029 Buckingham   | 103 Lancaster      | 179 Stafford        | 680 Lynchburg        |
| 031 Campbell     | 105 Lee            | 181 Surry           | 683 Manassas         |
| 033 Caroline     | 107 Loudoun        | 183 Sussex          | 685 Manassas Park    |
| 035 Carroll      | 109 Louisa         | 185 Tazewell        | 690 Martinsville     |
| 036 Charles City | 111 Lunenburg      | 187 Warren          | 700 Newport News     |
| 037 Charlotte    | 113 Madison        | 191 Washington      | 710 Norfolk          |
| 041 Chesterfield | 115 Mathews        | 193 Westmoreland    | 720 Norton           |
| 043 Clarke       | 117 Mecklenburg    | 195 Wise            | 730 Petersburg       |
| 045 Craig        | 119 Middlesex      | 197 Wythe           | 735 Poquoson         |
| 047 Culpeper     | 121 Montgomery     | 199 York            | 740 Portsmouth       |
| 049 Cumberland   | 125 Nelson         |                     | 750 Radford          |
| 051 Dickenson    | 127 New Kent       | Cities of:          | 760 Richmond         |
| 053 Dinwiddie    | 131 Northampton    | 510 Alexandria      | 770 Roanoke          |
| 057 Essex        | 133 Northumberland | 515 Bedford         | 775 Salem            |
| 059 Fairfax      | 135 Nottoway       | 520 Bristol         | 790 Staunton         |
| 061 Fauquier     | 137 Orange         | 530 Buena Vista     | 800 Suffolk          |
| 063 Floyd        | 139 Page           | 540 Charlottesville | 810 Virginia Beach   |
| 065 Fluvanna     | 141 Patrick        | 550 Chesapeake      | 820 Waynesboro       |
| 067 Franklin Co. | 143 Pittsylvania   |                     | 830 Williamsburg     |
| 069 Frederick    | 145 Powhatan       |                     | 840 Winchester       |
| 071 Giles        | 147 Price Edward   |                     |                      |
| 073 Gloucester   |                    |                     |                      |

Fuel/Crisis/Cooling Supplier/Authorized Vendor Signature

Date