TO:	All Petroleum Product Vendors
FROM:	Carlene O. Taylor, Program Administration Manager Community, Energy & Refugee Services
SUBJECT:	Supplier/Vendor Conditions of Participation Form
DATE:	October 4, 2011

Attached please find a 2011-2012 Supplier/Vendor Conditions of Participation Form (hereinafter referred to as the "Document") for vendors of No. 2 oil, kerosene and propane, setting forth the conditions of participation in the energy assistance program administered by the state Department of Social Services (DSS). The conditions referenced in this Document apply to fuel deliveries made to households determined by Community Action Agencies to be eligible for benefits provided through the Connecticut Energy Assistance Program (CEAP) or the Contingency Heating Assistance Program (CHAP).

If your company wishes to participate in the delivery of fuel in accordance with the CEAP and CHAP programs, please complete, sign the attached Document and have it notarized. **Please return the attached Document as soon as possible to:**

Connecticut Department of Social Services
Community, Energy & Refugee Services Division
25 Sigourney Street, 10th Floor
Hartford, Connecticut 06106-5033

Please note the following:

- **This year, the first date for authorized deliveries is November 15th rather than November 1st.**
- **The fuel authorization process remains the same as last year.** Vendors will deliver up to the identified amount. 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.** (Example - If you receive an authorization for $785, and only deliver $350, the remaining $435 cannot be made under that same authorization.)
- **Vendors must provide verification of their registration with the Department of Consumer Protection**, in accordance with Sec. 16a-23m of the Connecticut General Statutes.
- Deliveries made under the Fixed Margin Pricing Program will be paid based on the daily No. 2 price. Vendors can obtain these prices by **checking the Vendor Information section of our website at www.ct.gov/staywarm after 3:00 p.m. each day.** The posted prices reflect the amounts that will be paid for deliveries of No. 2 oil made on the following day.
- Eligible energy assistance clients may use a portion of their benefits to pay for a clean, tune and test of their deliverable fuel heating system. Landlord permission is required in a rental situation. **In order to be eligible for payment, the clean, tune and test must be authorized by the Community Action Agency.**
- Eligible Energy assistance clients may use a portion of their benefits to pay for a restart of their deliverable fuel heating system. Restart payment will be made, provided that sufficient funds remain in the eligible household's benefits. No more than one restart payment will be paid per household per program year. Payment for additional restarts will be the responsibility of the participating household.

- Funds may be available to assist CEAP eligible homeowners whose deliverable fuel heating systems are unsafe or inoperable and in need of repair and/or replacement through the Weatherization Assistance Program.

In response to continued requests from the deliverable fuel industry, 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 Standard No. 2 Fuel Oil with 0.3 sulfur content, Gross No. 2 Distillate Price, plus a fixed margin of 31 cents per gallon.

In addition, this year's Fixed Margin Pricing Program will continue to include county differentials in the pricing mechanism. The county differentials are included in response to increases in transportation and delivery costs. The differentials vary from county to county, and are determined based on each county's proximity to the New Haven harbor. The county differentials are as follows, and **include the 31 cents fixed margin**:

New Haven County	$0.327
Middlesex County	$0.343
Hartford County	$0.349
New London County	$0.352
Fairfield County	$0.353
Tolland County	$0.368
Litchfield County	$0.377
Windham County	$0.380

Te following example is for demonstration purposes.

Under the Fixed Margin Pricing Program pricing mechanism, oil deliveries made on Wednesday, February 2, 2011 were paid based on the Tuesday New Haven Rack Average OPIS Price, as provided on Tuesday, February 1, 2011 by OPIS. The price was determined as follows:

OPIS Std No. 2 Fuel Oil with 0.3 sulfur content for New Haven county – Tuesday, February 1, 2011	$2.787
Fixed Margin	.310
County Differential – Windham County	.070
Total Fixed Margin Price for No. 2 oil – Wed., 2/2/11 (Windham County)	$3.167

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 to the county differential in which the delivery is made. DSS will determine all fixed margin prices.

The pricing mechanism may be adjusted by DSS to respond to unanticipated changes in the No. 2 heating oil market.

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.

The pricing mechanism may be adjusted by DSS to respond to unanticipated changes in the home heating oil market.

Deliveries made before an energy assistance customer's eligibility has been determined will be paid, if the customer is found eligible, and the delivery was made on or after **November 15, 2011**.

The attached Document once received and accepted by DSS, shall be in effect from November 15, 2011 through September 30, 2012. Important dates are provided below:

November 15, 2011	**First day for authorization of fuel deliveries.**
March 15, 2012	Deadline for fuel authorizations or deliveries.
March 15, 2012	Last day that a household can apply to establish its eligibility for benefits.
April 30, 2012	Last day to submit deliverable fuel bills.

Please detach this memorandum and retain it for your records. If you have any questions concerning the completion of the Document, please call the Energy Services Unit at 1-800-842-1132.

You may also contact the CAA's if you have further questions.

ABCD	**(203) 394-6170**	**ACCESS**	**(860) 450-7429**
BCO	**(860) 584-2725 ext 35**	**CAANH**	**(203) 387-7700 ext 243**
CACD	**(203) 744-4700 ext 105**	**CRT**	**(860) 560-5730**
CTE	**(203) 352-4846**	**HRANB**	**(860) 223-2288**
NEON	**(203) 663-7347**	**NO/NOGM**	**(203) 575-4234**
TEAM	**(203)736-5400**	**TVCCA**	**(860) 425-6552**

SUPPLIER/VENDOR CONDITIONS OF PARTICIPATION FORM

2011/2012 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 No. 2 oil, kerosene and propane in the 2011/2012 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 15, 2011, through September 30, 2012. Important dates are provided below:

November 15, 2011	**First day for authorization of fuel deliveries.**
March 15, 2012	Deadline for fuel authorizations or deliveries.
March 15, 2012	Last day that a household can apply to establish its eligibility for benefits.
April 30, 2012	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 _____

Business Name _____

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

Contact Person _____

Phone Number ( ) _____ Fax Number ( ) _____

E-mail Address _____

Business Name _____

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

Contact Person _____

Phone Number ( ) _____ Fax Number ( ) _____

E-mail Address _____

Additional Information

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

(Please Check)

_____ABCD (Bridgeport area)
_____ACCESS (Willimantic/Danielson area)
_____BCO (Bristol area)
_____CAANH (New Haven area)
_____CACD (Danbury area)
_____CRT (Hartford/Middletown area)
_____CTE (Stamford area)
_____HRANB (New Britain)
_____NEON (Norwalk area)
_____NO/NOGM (Waterbury/Meriden area)
_____TEAM (Derby/Ansonia area)
_____TVCCA (Norwich/New London area)

2. **Indicate whether your company will accept new energy assistance customers that reside in your servic 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: $_____ **

*** - 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.**

5. Please indicate payment plans offered to energy assistance customers.
(Please check all those that apply):

_____Cash on Delivery (C.O.D.)
_____Credit (With prior credit approval.)
_____Budget (with price protection, i.e. fixed/capped price)
_____Pre-payment (with price protection, i.e. fixed/capped price)

PART III – GENERAL PROVISIONS

_____
(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/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 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, and shall retain all records related to participation in the program for a period of three years from the close of the program;

9. Agree that in the case of a disputable invoice, the state reserves the right to withhold payment until resolution of the matter;

10. Agree that in order to receive payment, the energy assistance customer and/or Vendor must submit bills to the Community Action Agency by **April 30, 2012**;

11. Submit this properly executed Document in order to be included on the Approved Supplier Vendor List;

12. 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**;

13. Agree that energy assistance customers will not be charged the difference between the Vendor's retail price and the Fixed Margin Price;

14. 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.);

15. 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;

16. 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.);

17. Make emergency deliveries to energy assistance customers within eighteen 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.) Emergency and/or special fees will not be paid unless they were requested in advance by the Community Action Agency.

18. 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.);**

19. Agree that completion of this Document obligates the Vendor to all terms and conditions, as detailed herein, for the 2011/2012 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 2011/2012 program year;

20. 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;

21. Agree that vendors requesting to withdraw from participation in the 2011/2012 energy assistance program must do so in writing to the Department of Social Services, Community, Energy and Refugee Services Division, 25 Sigourney Street, Hartford, CT 06106. If removal is so requested, the vendor will be suspended from participation in the programs for the remainder of the 2011/2012 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 No. 2 oil and/or kerosene will be made in accordance with the pricing option established through this Document;

22. 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;

23. 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. However, if such deliveries are made, the Vendor is bound to comply with the terms herein; and

24. Vendors are not obligated to accept new energy assistance customers. However, if a vendor has accepted an energy assistance authorization on behalf of a customer, the vendor is required to provide Crisis Assistance and/or Safety Net Assistance deliveries if they are authorized by the Community Action Agency during the remainder of the program year.

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 Standard No. 2 Fuel Oil with 0.3 sulfur content, Gross No. 2 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 included in response to increases in transportation and delivery costs. The differentials vary from county to county, and are determined based on each county's proximity to the New Haven harbor. The county differentials are as follows, and **include the 31 cents fixed margin**:

New Haven County	$0.327
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The following example is for demonstration purposes.

Under the Fixed Margin Pricing Program pricing mechanism, oil deliveries made on Wednesday, February 2, 2011 were paid based on the Tuesday New Haven Rack Average OPIS Price, as provided on Tuesday, February 1, 2011 by OPIS. The price was determined as follows:

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for New Haven county – Tuesday, February 1, 2011	$2.787
Fixed Margin	.310
County Differential – Windham County	.070
Total Fixed Margin Price for No. 2 oil – Wed., 2/2/11 (Windham County)	$3.167

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 to the county differential in which the delivery is made. DSS will determine all fixed margin prices.

The pricing mechanism may be adjusted by DSS to respond to unanticipated changes in the No. 2 heating oil market.

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.

The pricing mechanism may be adjusted by DSS to respond to unanticipated changes in the home heating oil market.

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 will be paid, if the customer is found eligible, and the delivery was made on or after November 15, 2011.

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).