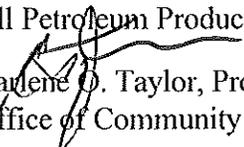




STATE OF CONNECTICUT

DEPARTMENT OF SOCIAL SERVICES

TO: All Petroleum Product Vendors
FROM:  Carlene O. Taylor, Program Administration Manager
Office of Community Services
SUBJECT: Supplier/Vendor Conditions of Participation Form
DATE: September 30, 2014

Attached please find the 2014-2015 Supplier/Vendor Conditions of Participation Form (hereinafter referred to as the "Document") for vendors of low sulfur 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 (CAAs) to be eligible for benefits provided through the Connecticut Energy Assistance Program (CEAP) and 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. **For submission by mail, please return the attached Document as soon as possible to:**

**Connecticut Department of Social Services
Office of Community Services
55 Farmington Avenue, 10th Floor
Hartford, Connecticut 06105**

As an alternate to mailing the form, it may also be emailed to Ms. Fairella King at Fairella.King@ct.gov, or faxed to Ms. King's attention at (860) 424-4952.

Please note the following:

- **The first date for fuel deliveries is November 12th.**
- **The fuel authorization process remains the same as last year.** Vendors will deliver up to the identified amount provided by the CAA. 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 \$550, and only deliver \$350, the remaining \$200 cannot be made under that same authorization. A follow-up authorization must be requested for that balance).
- **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 **Gross Ultra Low Sulfur Red Dye Distillate** 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 amount that will be paid for deliveries of heating oil made on the following day.

55 FARMINGTON AVENUE • HARTFORD, CONNECTICUT 06105-3725

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- Eligible energy assistance clients may use a portion of their Basic 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.

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 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.

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 may be paid, if the customer is found eligible, and the delivery was made on or after **November 12, 2014**.

The attached Document once received and accepted by DSS, 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.

Beginning this year, the U.S. Department of Health and Human Services (HHS), which administers the Low Income Home Energy Assistance Program (LIHEAP) nationwide, is requiring the tracking of heating consumption data for households receiving assistance through this program. This information will be used to better gauge the energy burden of LIHEAP households, with the goal of focusing maximum benefits and energy conservation measures on those households with the highest need. **HHS is requiring states to secure consumption information from the ten largest heating oil vendors and the ten largest propane vendors** (the largest utility companies will also need to provide consumption information for LIHEAP households). Part III, Section 20 of this Supplier/Vendor Conditions of Participation Form has been added to comply with this new HHS requirement.

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) 384-6904	ACCESS	(860) 450-7423
BCO	(860) 584-7490	CAANH	(203) 387-7700 ext 243
CAAWC	(203) 748-5422	CRT	(860) 560-5800
HRANB	(860) 225-1084	NO	(203) 576-8151
TEAM	(203)736-5420 ext. 238	TVCCA	(860) 425-6681

COMMUNITY ACTION AGENCY SERVICE DISTRICTS (by Town)

TOWN	COMMUNITY ACTION AGENCY	TOWN	COMMUNITY ACTION AGENCY	TOWN	COMMUNITY ACTION AGENCY	TOWN	COMMUNITY ACTION AGENCY	TOWN	COMMUNITY ACTION AGENCY
Andover	ACCESS	East Haven	CAANH	Morris	NOI	Southbury	NOI	Southbury	NOI
Ansonia	TEAM	East Lyme	TVCCA	Naugatuck	NOI	Southington	NOI	Southington	NOI
Ashford	ACCESS	Easton	ABCD	New Britain	HRAofNB	South Windsor	CRT	South Windsor	CRT
Avon	CRT	East Windsor	CRT	New Canaan	ABCD	Sprague	TVCCA	Sprague	TVCCA
Barkhamsted	NOI	Ellington	ACCESS	New Fairfield	CACD	Stafford	ACCESS	Stafford	ACCESS
Beacon Falls	TEAM	Enfield	CRT	New Hartford	NOI	Stamford	ABCD	Stamford	ABCD
Berlin	NOI	Essex	CRT	New Haven	CAAofNH	Sterling	ACCESS	Sterling	ACCESS
Bethany	TEAM	Fairfield	ABCD	Newington	CRT	Stonington	TVCCA	Stonington	TVCCA
Bethel	CACD	Farmington	BCO	New London	TVCCA	Stratford	ABCD	Stratford	ABCD
Bethlehem	NOI	Franklin	TVCCA	New Milford	CACD	Suffield	CRT	Suffield	CRT
Bloomfield	CRT	Glastonbury	CRT	Newtown	CACD	Thomaston	NOI	Thomaston	NOI
Bolton	ACCESS	Goshen	NOI	Norfolk	NOI	Thompson	ACCESS	Thompson	ACCESS
Bozrah	TVCCA	Granby	CRT	North Branford	CRT	Tolland	ACCESS	Tolland	ACCESS
Branford	CRT	Greenwich	ABCD	North Canaan	CACD	Torrington	NOI	Torrington	NOI
Bridgeport	ABCD	Griswold	TVCCA	North Haven	CAAofNH	Trumbull	ABCD	Trumbull	ABCD
Bridgewater	CACD	Groton	TVCCA	North Stonington	TVCCA	Union	ACCESS	Union	ACCESS
Bristol	BCO	Guilford	CRT	Norwalk	ABCD	Vernon	ACCESS	Vernon	ACCESS
Brookfield	CACD	Haddam	CRT	Norwich	TVCCA	Voluntown	TVCCA	Voluntown	TVCCA
Brooklyn	ACCESS	Hamden	CAANH	Old Lyme	TVCCA	Wallingford	NOI	Wallingford	NOI
Burlington	BCO	Hampton	ACCESS	Old Saybrook	CRT	Warren	CACD	Warren	CACD
Canaan	CACD	Hartford	CRT	Orange	TEAM	Washington	CACD	Washington	CACD
Canterbury	ACCESS	Hartland	NOI	Oxford	TEAM	Waterbury	NOI	Waterbury	NOI
Canton	CRT	Harwinton	NOI	Plainfield	ACCESS	Waterford	TVCCA	Waterford	TVCCA
Chaplin	ACCESS	Hebron	ACCESS	Plainville	BCO	Watertown	NOI	Watertown	NOI
Cheshire	NOI	Kent	CACD	Plymouth	BCO	Westbrook	CRT	Westbrook	CRT
Chester	CRT	Killingly	ACCESS	Pomfret	ACCESS	West Hartford	CRT	West Hartford	CRT
Clinton	CRT	Killingworth	CRT	Portland	CRT	West Haven	CAAofNH	West Haven	CAAofNH
Colchester	TVCCA	Lebanon	TVCCA	Preston	TVCCA	Weston	ABCD	Weston	ABCD
Colebrook	NOI	Ledyard	TVCCA	Prospect	NOI	Westport	ABCD	Westport	ABCD
Columbia	ACCESS	Lisbon	TVCCA	Putnam	ACCESS	Wethersfield	CRT	Wethersfield	CRT
Cornwall	CACD	Litchfield	NOI	Redding	CACD	Willimantic	ACCESS	Willimantic	ACCESS
Coventry	ACCESS	Lyme	TVCCA	Ridgefield	CACD	Willington	ACCESS	Willington	ACCESS
Cromwell	CRT	Madison	CRT	Rocky Hill	CRT	Wilton	ABCD	Wilton	ABCD
Danbury	CACD	Manchester	CRT	Roxbury	CACD	Winchester	NOI	Winchester	NOI
Darien	ABCD	Mansfield	ACCESS	Salem	TVCCA	Windham	ACCESS	Windham	ACCESS
Deep River	CRT	Marlborough	CRT	Salisbury	CACD	Windsor	CRT	Windsor	CRT
Derby	TEAM	Meriden	NOI	Scotland	ACCESS	Windsor Locks	CRT	Windsor Locks	CRT
Dunham	CRT	Middlebury	NOI	Seymour	TEAM	Walcott	NOI	Walcott	NOI
Eastford	ACCESS	Middlefield	CRT	Sharon	CACD	Woodbridge	TEAM	Woodbridge	TEAM
East Granby	CRT	Middletown	CRT	Shelton	TEAM	Woodbury	NOI	Woodbury	NOI
East Haddam	CRT	Milford	TEAM	Sherman	CACD	Woodstock	ACCESS	Woodstock	ACCESS
East Hampton	CRT	Monroe	ABCD	Simsbury	CRT				
East Hartford	CRT	Montville	TVCCA	Somers	ACCESS				

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

FEIN, or

Person _____

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 CAA 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 (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) | |

*- A list indicating which towns are served by which CAAs is attached to this form for your reference.

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 pre-authorized 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

(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 current 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 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.

_____ 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) to DSS by mail, email (Fairella.King@ct.gov), or by fax to Ms. King's attention at (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).