

Attachment 6

**Agreement For Delivery of L.P. Gas to Certified Clients of the Massachusetts Low-Income Home Energy Assistance Program**

Agreement for the delivery of L.P. gas pursuant to the Massachusetts Department of Housing and Community Development/Division of Community Services (DHCD/DCS) Low-Income Home Energy Assistance Program (the "Program") made this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, by and between \_\_\_\_\_ (the Agency), and \_\_\_\_\_  
(Vendor legal or DBA Name) and Employer Identification Number (EIN): \_\_\_\_\_

In consideration of the mutual promises hereafter stated, the Agency and the Vendor agree as follows:

1. The Vendor shall, in each case where a delivery to one of its customers certified as eligible under the Program (Certified Customer) is authorized by the Agency:
  - invoice the Certified Customer in accordance with the Vendor's established billing practice, submitting a bill to the Agency as the posted unit price charged to non-certified similarly situated customers of the Vendor;
  - bill the Certified Customer no more than the total accounts receivable less payments received from agency;
  - not discriminate against the Certified Customer on any basis prohibited by law, including without limitation, offering deferred payment, level payment, credit, discount, budget, advance payment or other credit plans;
  - make current deliveries to Certified Customers regardless of debt arrearage status, subject to payment agreement between the Vendor and the Certified Customer on prior arrearages;
  - not disclose to any individual or entity the Certified Customer's participation in the Program, except as authorized in writing by the Certified Customer and Agency for Program purposes.
2. If requested by the Agency, the Vendor shall provide, at no cost to the Agency or the Certified Customer, a record of annual gas consumption and cost, non-delivery information, and arrearage amount for each Certified Customer, within a time frame specified by the Agency.
3. The Vendor shall make deliveries in accordance with established business practice, within a delivery schedule negotiated with the certified Customer, and secure the Certified Customer's signature on every metered delivery ticket. If the customer is not available, the Vendor agrees that the truck driver or other vendor representative shall sign/initial the ticket. No deliveries, except those agreed to by the Vendor and the Agency shall be required on Saturdays, Sundays, or holidays. Except in the case of emergency, the Agency agrees to give the Vendor 24 hours advance notice of requested delivery. The Vendor agrees to provide the Certified Customer with a metered delivery slip at the time of delivery.
4. The Vendor shall submit a metered delivery slip (or legible copy) or computerized invoice for delivery of gas showing the Certified Customer name and address, date of delivery, the number of gallons delivered, the Vendor's posted price on date of delivery, the total cost of the delivery, signed by the Certified Customer or the Vendor's authorized representative in accordance with industry practice, to the Agency by the 15<sup>th</sup> of the month for the preceding months' billing. If canisters are utilized, a bill or invoice shall suffice. Within 30 days of the date on which the invoice is received by the Agency, the Agency shall mail payment to the Vendor unless the Agency has not received funds from DHCD/DCS sufficient to cover such payment. The Vendor shall submit final billing by June 15<sup>th</sup> of the program year.

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5. The Agency and the Vendor agree funds for this Agreement shall be expended in accordance with the LIHEAP statute and regulations, the Massachusetts LIHEAP State Plan and Plan amendments and pursuant to established procedures set forth in DHCD/DCS "Administrative Guidance for Program Operators" as it may be reviewed or amended.
6. The Agency shall promptly notify the Vendor of the eligibility of each Certified Customer in writing within 7 days of certification of eligibility.
7. The Vendor agrees to defend, reimburse, indemnify, and hold the Agency and the Commonwealth harmless from any and all claims, debts, losses, causes of action and liabilities arising from any default or any negligent or wrongful act or omission of the Vendor, its agents, employees, of subcontractors.
9. The Vendor agrees to allow representatives of the Agency and the Commonwealth (including without limitation DHCD/DCS) upon reasonable notice, access to all; of its books and records for the purpose of verifying compliance with this Agreement. Vendor monitoring procedures by DHCD/DCS and the Agency shall include examination, during site visits to the Vendor, of delivery ticket/invoices for both Certified Customers and non-fuel assistance customers, to ensure pricing uniformity, correctness of billing, and compliance with applicable Massachusetts laws.
10. The Agency may terminate this Agreement in writing and immediately cease making any further payments under the Program to the vendor in the event that the Vendor violates any material provision of this Agreement.
11. Unless amended, the period of performance of this Agreement shall be October 1, 2010 through September 30, 2011.
12. Any amendments to this Agreement shall be in writing, be signed by both the Vendor and the Agency, and require prior written approval by DHCD/DCS.

AGENCY: \_\_\_\_\_  
*Signature*

Name: \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date: \_\_\_\_\_

Vendor: \_\_\_\_\_  
*Signature*

Name: \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date: \_\_\_\_\_

Attachment 1: Certificate of Business, Business Permit or Certificate of Good Standing.