

Attachment 6

Agreement For Delivery of Firewood to Certified Clients of the Massachusetts Low-Income Home Energy Assistance Program

Agreement for the delivery of firewood 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:
 - charge the Certified Customer in accordance with the Vendor's established billing practice, submitting a bill to the Agency at the cubic-foot price charged to non-certified similarly situated customers;
 - deliver wood that has been cut and aged for a minimum of one year, with the understanding that wood cut and aged less than one year may be delivered if agreed to in writing by the Certified Customer and Vendor;
 - apply payments received against current deliveries only, and not to arrearages incurred prior to November 1st of the program year;
 - bill the Certified Customer no more than the total accounts receivable less payments received from the 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 or hold the Agency harmless for arranging wood deliveries by another vendor;
 - 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 wood consumption and cost, non-delivery information, and arrearage amounts for each Certified Customer, within a time frame specified by the Agency.
3. The Vendor shall make deliveries in accordance with established business practices, and accordingly secure the Certified Customer's signature on every delivery ticket. If the customer is not available, the Vendor agrees that a Representative of the Vendor 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 an emergency.
4. The Vendor shall submit a bill for delivery of wood showing the Certified Customer's name and address, date of delivery, number of cubic feet of wood delivered, age of wood, cut/split condition, Vendor's posted price on date of delivery, total cost of delivery, signed by the Certified Customer and the Vendor's authorized Representative, to the Agency by the 15th of the month for the preceding month's billing. Within 30 days of date on which the bill 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 15th 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 deliver firewood to Certified Customers as authorized by the Agency and except in emergency circumstances requiring immediate delivery to deliver wood within a reasonable period from the time of delivery authorization.
- 8. The Vendor agrees to defend, reimburse, indemnify, and hold harmless the Agency and the Commonwealth 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, or 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. Procedures for monitoring the Vendor by DHCD/DCS and the Agency shall include examination, during site visits to the Vendor, of delivery tickets/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, signed by both the Vendor and the Agency, and require prior written approval by DHCD/DCS.

AGENCY: _____
Signature/Date

Name: _____

Title: _____

Vendor: _____
Signature/Date

Name: _____

Title: _____

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