

**MAINE STATE HOUSING AUTHORITY**  
**HOME ENERGY ASSISTANCE PROGRAM &**  
**ENERGY CRISIS INTERVENTION PROGRAM**  
  
**VENDOR AGREEMENT**  
**(WOOD FUEL VENDOR)**

**1. PARTIES TO AGREEMENT.**

- A. Agreement. Maine State Housing Authority, a public body corporate and politic and an instrumentality of the State of Maine, with its offices at 353 Water Street, Augusta, Maine 04330 (“MaineHousing”) and

\_\_\_\_\_ with its offices at

\_\_\_\_\_,  
(Street Address)

\_\_\_\_\_,  
(P.O. Box, if any)

\_\_\_\_\_,  
(Town or City, State, and Zip Code)

\_\_\_\_\_,  
(Phone #)

(“Vendor”) hereby agree that the Vendor will deliver Wood Fuel to Eligible Households receiving HEAP benefits and provide additional services described in this Agreement that are authorized by MaineHousing or Subgrantee (as defined herein) and that MaineHousing or Subgrantee will pay the Vendor for deliveries of Wood Fuel and such additional services in accordance with the terms and conditions of this Agreement (the “Agreement”).

- B. Taxpayer Identification Number. Vendor's federal income taxation Taxpayer Identification Number is \_\_\_\_\_.

**2. DEFINITIONS.**

As used in this Agreement, the following terms have the following meanings:

- A. “Benefit” means the dollar amount of Fuel Assistance an Eligible Household receives
- B. “ECIP” means the Energy Crisis Intervention Program component of HEAP.
- C. “Eligible Household” shall have the same meaning as set forth in the Rule.
- D. “HEAP” means the Home Energy Assistance Program.

- E. “Home Energy” means a source of heating in a Dwelling Unit or a Rental Unit (each as defined in the Rule) that, for purposes of this Agreement, is wood.
- F. “Incidental Costs” means costs of services billed to an Eligible Household by a Vendor related to the use or delivery of Home Energy including, but not limited to, surcharges, penalty charges, reconnection charges, clean and repair service charges, security deposits, delivery charges, and insurance.
- G. “Life Threatening Crisis” means the household is currently without heat or utility service to operate a heating source.
- H. “Loose Cord” means the measurement of Wood Fuel sold loose and not ranked and well stowed. When sold by the Loose Cord, wood shall average 12 inches, 16 inches, or 24 inches in length. A Loose Cord of 12 or 16 inch Wood Fuel shall mean the amount of wood, bark, and air contained in a space of 180 cubic feet. A Loose Cord of 24 inch Wood Fuel shall mean the amount of wood, bark, and air contained in a space of 195 cubic feet.
- I. “Market Price” means the market price as determined in the municipality, or if none, the geographic area in which the Eligible Household resides.
- J. “Program Year” means the period of time beginning October 1, 2014 and ending September 30, 2015.
- K. “Purchase Order” means the document issued by MaineHousing or Subgrantee, as the case may be, that authorizes the Vendor to deliver Home Energy to an Eligible Household under ECIP. At a minimum the Purchase Order shall identify the Eligible Household, the type of ECIP benefit to be delivered to the Eligible Household, and the amount of ECIP benefit spent on the Eligible Household or credited to its customer account.
- L. “Records” means any of the Vendor's books, documents, purchase orders, price quotes, invoices, contracts, payroll reports, financial statements, papers or things that are necessary or desirable for the procurement or delivery of Wood Fuel or other services authorized under HEAP or ECIP, whether in paper, electronic, magnetic or any other form.
- M. “Rule” means the Home Energy Assistance Program Rule, Chapter 24 of the Rules of the Maine State Housing Authority.
- N. “Standard Cord” is a unit of measure of Wood Fuel 4 feet wide, 4 feet high and 8 feet long, or its equivalent, containing 128 cubic feet when the wood is ranked and well stowed. Any voids that will accommodate a stick, log, or bolt of average dimensions to those in that pile shall be deducted from the measured volume.
- O. “Subgrantee” means a public or private nonprofit agency, or municipality, selected by MaineHousing to operate and administer HEAP and ECIP, in whole or in part, within the geographic area in which an Eligible Household resides.

- P. “Vendor” means the individual or entity, identified as such in Section 1 of this Agreement, that supplies Home Energy directly to an Eligible Household and includes any subsidiary or affiliate of such entity.
- Q. “Wood Fuel” means hardwood, or other type of wood acceptable to MaineHousing, that is suitable as a heating source for a residential dwelling.

### **3. TERM OF AGREEMENT.**

- A. Effective Date. The term of this Agreement begins on the later to occur of (i) August 1, 2014, or (ii) the date of formal approval of the State Plan for the Low Income Home Energy Assistance Program for FY 2014-2015 by the United States Department of Health and Human Services.
- B. Termination Date. The term of this Agreement ends on the effective date of termination pursuant to Section 10 of this Agreement. Notwithstanding the termination of this Agreement, the provisions of this Agreement necessary to effectuate fully the rights of MaineHousing hereunder, including without limitation audit rights and the right to recover HEAP funds to which Vendor is not entitled hereunder, shall remain in effect for the period necessary to accomplish such objectives.

### **4. HEAP.**

- A. Purpose. HEAP provides assistance to Eligible Households for the purchase of Wood Fuel unless the purchase is governed by Section 6 of this Agreement.
- B. Allowable Uses. Allowable uses of HEAP benefits shall be limited to payment to the Vendor for delivery of Wood Fuel.
- C. Unacceptable Uses: HEAP benefits may not be sold, released or otherwise conveyed, with or without consideration, by the Eligible Household or the Vendor without written authorization from MaineHousing. MaineHousing will only authorize such conveyances when circumstances arise that prevent the Eligible Household from using the benefit and MaineHousing determines such conveyance is in the best interest of the Eligible Household and is consistent with the intent of the HEAP Act.

### **5. DELIVERIES OF WOOD FUEL.**

- A. Vendor’s Price List. Vendor will deliver Wood Fuel at prices no higher than the prices set forth on Appendix C attached to and made part of this Agreement. Vendor and MaineHousing may amend these prices by entering into a replacement Appendix C provided that the replacement Appendix C is executed by Vendor and MaineHousing and contains an effective date.
- B. Maximum Delivery Price. Vendor agrees to charge an Eligible Household no more than the Market Price for the portion of Wood Fuel deliveries paid with HEAP funds. Vendor may

not consider an Eligible Household's outstanding indebtedness to Vendor in calculating the Market Price.

- C. Purchase Order. Vendor agrees to deliver Wood Fuel to an Eligible Household pursuant to the terms of the Purchase Order, which at a minimum, shall indicate the date of issuance of the Purchase Order and identify the Eligible Household receiving the Wood Fuel and the quantity and price of the Wood Fuel to be delivered. The Purchase Order shall be presented to an adult member of an Eligible Household upon the complete delivery of Wood Fuel to such Eligible Household. The Purchase Order shall notify the Eligible Household that the authorized signature of the Eligible Household's member constitutes acceptance by such Eligible Household of the quantity and quality of the Wood Fuel. To receive payment, a completed and signed Purchase Order must be returned to the Subgrantee by the Vendor within thirty (30) calendar days of the date of issuance, it being understood that the Purchase Order shall automatically be void thereafter. Extensions prior to the expiration of said thirty (30) calendar day period may be granted by MaineHousing on a case-by-case basis, based on the circumstances. MaineHousing, in its sole discretion and upon Vendor's request, may extend the effectiveness of the Purchase Order in the case of circumstances that prevented a timely delivery.
- D. Previous Indebtedness. Vendor agrees not to apply any payment subject to this Agreement to any indebtedness incurred by a HEAP or ECIP recipient as a result of deliveries made or services provided before October 1<sup>st</sup> of the Program Year.
- E. Prohibited Discrimination. The Vendor agrees not to discriminate against any Eligible Household regarding the extension of credit to purchase Wood Fuel or other services, the price of Wood Fuel or other services, or the terms or conditions of the delivery of Wood Fuel or other services solely on the basis of its being an Eligible Household.
- F. Payment to Vendor. Payment to Vendor will be made by means of a check issued by MaineHousing within ten (10) working days of the date of return of a properly completed and signed Purchase Order for the delivery of Wood Fuel or authorized ECIP services to an Eligible Household.
- G. Form of Payment. To the extent practicable, payments made to the Vendor by MaineHousing hereunder will be made by electronic transfer to the bank account designated by Vendor below.

Bank name: \_\_\_\_\_

Bank location: \_\_\_\_\_

Bank ABA routing number: \_\_\_\_\_

Name on account: \_\_\_\_\_

Vendor account number: \_\_\_\_\_

Type of Account:      Checking \_\_\_\_\_      Savings \_\_\_\_\_

- H. Supplemental Payments. In the event that MaineHousing receives supplemental HEAP funds from the federal government, Eligible Households may receive an additional HEAP benefit.

**6. ECIP.**

- A. Purpose. ECIP assists Eligible Households confronted by weather-related and supply shortage emergencies and other household energy-related emergencies by providing limited amounts of Wood Fuel and related services.
- B. Allowable Uses. ECIP may be used for payment to the Vendor for the delivery of Wood Fuel to an Eligible Household consistent with the purpose of ECIP, and payment of surcharges associated with unscheduled deliveries to the Eligible Household with prior authorization from MaineHousing or Subgrantee.
- C. Payments. The Vendor shall comply with the terms set forth in Section 5 above in connection with a delivery of Wood Fuel or performance of services to be paid with ECIP funds.
- D. Benefit Limit. Vendor acknowledges and understands that the maximum allowable annual benefit per Eligible Household permitted under ECIP is prescribed by MaineHousing or Subgrantee.
- E. Time of Deliveries. Notwithstanding any other provision of this Agreement, deliveries of Wood Fuel or services pursuant to this Section 6 must be made when prescribed by Subgrantee and in any case no later than eighteen (18) hours from the time of the request made by the Subgrantee if the Eligible Household is in a life-threatening situation and forty-eight (48) hours in all other cases.

**7. RECORDKEEPING.**

- A. Maintenance and Availability. Vendor agrees to prepare, retain, make available, and supply to MaineHousing Records and other information necessary, as MaineHousing may determine, to audit and evaluate the Vendor's performance under this Agreement. Records shall be available for inspection and copying by MaineHousing at the Vendor's office during Vendor's regular business hours. Records and information shall be in such form and shall be stored as may be prescribed by MaineHousing. In addition to the other rights of MaineHousing under this Section 7.A, MaineHousing, the United States Department of Health and Human Services, and the United States Inspector General and their respective representatives shall have access to all Records for the purpose of reviewing, examining, inspecting, investigating, auditing, copying, translating or transcribing any information contained therein. Vendor shall cooperate fully with any such action by the Federal government or MaineHousing.

- B. Retention. The Vendor shall retain the Records for a period of three (3) years after termination of this Agreement. This provision shall survive the termination of this Agreement.
- C. Content. At a minimum, Vendor agrees to prepare, retain and provide to MaineHousing Records consisting of each of the following:
1. The total amount and cost of Wood Fuel delivered to each Eligible Household annually from May 1<sup>st</sup> through April 30<sup>th</sup>.
  2. The amount of payments for Wood Fuel and eligible services, including ECIP services, made on behalf of each Eligible Household by MaineHousing or Subgrantee.
  3. A daily log of the Market Price.

## **8. REPORTS.**

Vendor agrees to submit, in such form as may be prescribed by MaineHousing, such reports or written answers to specific questions, surveys, or questionnaires as MaineHousing may determine necessary, on or before a date as specified by MaineHousing.

## **9. ADVERTISING.**

Vendor agrees not to advertise in a manner, or otherwise distribute or provide information, that implies that HEAP or ECIP assistance is available only through the Vendor, or that applications for HEAP or ECIP assistance are accepted by the Vendor, or to take any other action that misleads or tends to mislead the public with respect to the availability or operation of HEAP or ECIP.

## **10. SUSPENSION, TERMINATION AND BAR.**

- A. Suspension by MaineHousing. MaineHousing shall have the right to suspend in whole or in part from time to time the Vendor's deliveries of Wood Fuel or the performance of other services provided by Vendor under this Agreement whenever MaineHousing determines, in its sole judgment, that such suspension is in MaineHousing's best interest. Any such suspension shall be effected by notice to the Vendor specifying the extent to which deliveries of Wood Fuel or other performance of the services under this Agreement are suspended and the date on which such suspension is effective.
- B. Termination for Convenience by MaineHousing. MaineHousing shall have the right to terminate this Agreement if MaineHousing determines, in its sole judgment, that such termination is in its best interest. In the event MaineHousing determines that such termination is in its best interest, it shall give notice of termination to Vendor stating the effective date of termination. In the event of such termination, MaineHousing shall be obligated to pay Vendor only for Wood Fuel deliveries actually made and other services actually performed by Vendor to the effective date of termination, provided that such deliveries and services conform to the requirements of this Agreement. Without limiting in any way MaineHousing's rights under this Section 10.B, MaineHousing may, at any time

during the term of this Agreement, send a Notice of Contract Completion to the Vendor setting forth the end date of the Agreement and providing for the submission of Purchase Orders within the period specified in the Notice.

- C. Termination for Cause by MaineHousing. MaineHousing shall also have the right to terminate this Agreement immediately in the event MaineHousing determines, in its sole judgment, that Vendor has failed to perform one or more of its obligations under this Agreement, or for the breach of any warranty or representation made by Vendor under this Agreement, and such termination shall be effective on the date specified in a notice of termination given by MaineHousing to Vendor.
- D. Termination by the Vendor. The Vendor may terminate this Agreement only with the written consent of MaineHousing upon thirty (30) days advance written notice to MaineHousing and an opportunity by MaineHousing to inspect the Records of the Vendor prior to the effective date of termination. No consent of MaineHousing will be required in the event Vendor gives MaineHousing notice of its intent to cease doing business as a vendor of Wood Fuel. In the event Vendor terminates this Agreement without the required notice or any required consent of MaineHousing, such termination shall be a default of this Agreement by Vendor.
- E. Bar. MaineHousing may bar the Vendor from participation in any other fuel assistance programs administered by MaineHousing or its agents for the Vendor's failure to abide by the terms of this Agreement or for any malfeasance or misfeasance with respect to the delivery of Wood Fuel or other services under HEAP or ECIP.

## **11. PERFORMANCE BY VENDOR; DEFICIENCY NOTICE.**

- A. Vendor shall perform each and every one of its obligations under this Agreement in a professional and workmanlike manner in accordance with the requirements set forth herein and shall conform to the standards of care applicable to the services provided hereunder.
- B. In the event MaineHousing determines, in its sole judgment, that Vendor has not performed in accordance with one or more of the requirements of this Agreement, MaineHousing will give Vendor a notice stating the respects in which Vendor's performance is deficient and the time period within which Vendor must conform its performance to the requirements of this Agreement (the "Deficiency Notice"). Notwithstanding any other provision of this Agreement, no Deficiency Notice shall be required for any deficiency not capable of being cured, in MaineHousing's sole judgment. In the event Vendor fails to correct deficiencies in its performance within the time specified in the Deficiency Notice, or no Deficiency Notice is required, MaineHousing shall have the right and option to exercise one or more of its rights and remedies for default by Vendor provided in this Agreement.

## **12. DEFAULT REMEDIES.**

In addition to the right to terminate this Agreement as provided in Section 10.C hereof, in the event of default by Vendor in the performance of one or more of its obligations under this Agreement, MaineHousing may:

- a. withhold any further payments to Vendor;
- b. offset any amounts owed Vendor under this Agreement against any damages or costs incurred by MaineHousing as a result of Vendor's failure to perform its obligations under this Agreement, including but not limited to costs associated with procuring replacement services and attorneys' fees and legal costs;
- c. recover from Vendor all amounts paid to or otherwise obtained by Vendor as a result of any malfeasance or misfeasance by Vendor;
- d. bring an action against Vendor for specific performance to require Vendor to turn over to MaineHousing any Record to which MaineHousing is entitled to inspect, copy, audit or receive hereunder or to enjoin Vendor from destroying or removing any such Record; or
- e. exercise any other right or remedy available to MaineHousing at law or in equity.

MaineHousing may, at its sole option, exercise one or more of such rights and remedies, either singly, simultaneously or sequentially, and the exercise of any right or remedy shall not preclude the exercise of any other right or remedy at any time.

### 13. **CONFIDENTIAL INFORMATION.**

- A. Confidentiality and Nondisclosure. Vendor shall keep confidential and shall not disclose, and shall cause its employees, officers, agents, contractors, subcontractors, and other representatives to keep confidential and not disclose, any information, whether written or oral, acquired by any of them relating to this Agreement, including without limitation information provided or submitted by an applicant for HEAP or ECIP benefits or an Eligible Household receiving HEAP or ECIP benefits, or by Subgrantee, MaineHousing, or any third party concerning any such applicant or Eligible Household.

All such information shall be confidential information under this Agreement without the need to specifically designate it as such. This provision shall survive the termination of this Agreement.

- B. Legal Duty to Disclose. Nothing in this section shall be construed to prohibit the disclosure of any information that the Vendor is required to disclose pursuant to applicable law. In the event Vendor receives a request for disclosure of confidential information and such disclosure is required by law, Vendor shall, upon receiving such request, immediately notify MaineHousing thereof. Vendor shall not disclose such information until it has consulted with MaineHousing after providing such notice.
- C. Protection of Personally Identifiable Information. Vendor shall safeguard and protect from disclosure at all times, and shall cause its employees, officers, agents, contractors, subcontractors and other representatives to safeguard and protect from disclosure at all times,



all information about applicants for HEAP or ECIP benefits or members of Eligible Households receiving HEAP or ECIP benefits that could be used to determine or trace the identity of such applicants or members of Eligible Households, including but not limited to the information described in Section 13.A above (“Personally Identifiable Information”). Vendor shall, without limitation, take the following steps to safeguard and protect Personally Identifiable Information from disclosure:

1. Put measures in place to prevent the loss, theft, misappropriation or inadvertent disclosure of Personally Identifiable Information, such as removing documents that contain Personally Identifiable Information from printers or fax machines, not leaving paperwork containing Personally Identifiable Information on desks or other work areas unattended, placing paperwork containing Personally Identifiable Information in a locked file at the end of the business day, and shredding documents containing Personally Identifiable Information that are no longer needed (unless required to be retained pursuant to this Agreement).
2. Encrypt all Personally Identifiable Information contained on computers, laptops, and other electronic devices or media used, in whole or in part, in providing services under or administering this Agreement, whether such Personally Identifiable Information is contained in spreadsheets, e-mails, attachments, or otherwise.
3. Send e-mail attachments only if encrypted or only through a secure e-mail server.
4. Make employees, officers, agents, contractors, subcontractors and other representatives of Vendor aware that the responsibility to safeguard and protect Personally Identifiable Information applies at all times, whether or not they are at a work location during normal business hours.
5. Limit disclosure of Personally Identifiable Information to only those persons who have a direct need to know the Personally Identifiable Information in order to provide deliveries of Wood Fuel and other services to Eligible Households under this Agreement, and advise them to take steps to safeguard and protect Personally Identifiable Information from inadvertent disclosure and not to disclose any Personally Identifiable Information to other persons.

The provisions of this Section 13.C shall survive the expiration or earlier termination of this Agreement.

#### **14. INDEMNIFICATION.**

Vendor agrees to indemnify, defend and hold MaineHousing harmless from and against any and all claims, losses, damages, demands, suits, costs or judgments, including reasonable attorneys’ fees, arising out of any act or omission by the Vendor or its officers, agents, employees, contractors, or subcontractors or any other person or entity furnishing or supplying goods, services, materials or supplies in connection with the performance of this Agreement, including without limitation

deliveries of Wood Fuel and heating system repair under ECIP. This provision shall survive the termination of this Agreement.

**15. SUCCESSOR IN INTEREST.**

Vendor agrees that in the event it voluntarily transfers all or substantially all of its assets, it shall, in connection with such transfer, require the transferee to assume all liabilities, obligations, duties and responsibilities imposed hereunder as though such transferee had originally entered into this Agreement, provided, however, that MaineHousing has given its prior written consent to such assumption. Vendor further agrees to provide MaineHousing with thirty (30) days prior written notice of its intent to transfer all or substantially all of its assets.

**16. COMPLIANCE WITH LAWS.**

Vendor warrants and represents that it shall comply with the Maine Housing Authorities Act, 30-A M.R.S.A. §4701, et seq.; the federal law and regulations that govern the HEAP and ECIP programs, including without limitation, 42 U.S.C. §§8621 - 8629, 45 C.F.R. §§96.1 through 96.68, and 45 C.F.R. §§96.80 - 96.89; the Rule; the Certifications set forth in Appendix A and B attached hereto and made a part hereof and executed by Vendor; and any other applicable provision of federal or Maine law.

**17. ENTIRE AGREEMENT AND SEVERABILITY.**

This Agreement constitutes the entire agreement between MaineHousing and Vendor and supersedes any other contract, arrangement or understanding, written or oral, by and between the Vendor and MaineHousing for the services described herein for the term hereof. If any court determines that any provision of this Agreement is unenforceable, invalid or void, all other provisions of this Agreement not included in the court's determination shall remain in full force and effect, and both the Vendor and MaineHousing shall continue to be bound by them. Section and subsection headings in this Agreement have no legal significance and are only for convenient reference.

**18. INDEPENDENT CONTRACTOR.**

It is understood and agreed by the parties hereto that Vendor is acting in an independent capacity, as an independent contractor, in the performance of this Agreement, and not as an officer, agent or employee of MaineHousing.

**19. ASSIGNMENT.**

Vendor shall not assign or otherwise transfer this Agreement or any of its rights or obligations hereunder without the express prior written consent of MaineHousing, which consent, if given, may include conditions that MaineHousing determines, in its sole judgment, are appropriate or necessary. Any such assignment or other similar action taken by Vendor without such prior written consent shall be null and void and shall not release Vendor from its obligations, responsibility and liability under this Agreement.

**20. COPYRIGHT.**

The United States Department of Health and Human Services, as the federal agency providing HEAP and ECIP funds to MaineHousing that are being used to pay for Wood Fuel deliveries and other services provided by Vendor hereunder, shall have, pursuant to 45 C.F.R. §92.34, a perpetual royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, for Federal government purposes, the copyright in all original written materials developed, generated or produced under this Agreement and paid with HEAP or ECIP funds.

## 21. AMENDMENTS.

The provisions of this Agreement may be amended only by mutual agreement of the parties hereto expressed in writing and signed by the parties.

**22. GOVERNING LAW.**

This Agreement shall be governed by the laws of the State of Maine and applicable federal law (excluding choice of law rules) both as to interpretation and performance.

## 23. NOTICES.

Any notice required or permitted under this Agreement shall be in writing and delivered in person, by fax, by e-mail, or by postage prepaid registered or certified mail, return receipt requested, to the addressee as set forth below.

To MaineHousing: Energy and Housing Services, Director  
Maine State Housing Authority  
353 Water Street  
Augusta, Maine 04330-4633  
Fax: 207-624-5780  
E-mail: [mbaran@mainehousing.org](mailto:mbaran@mainehousing.org)

To the Vendor: \_\_\_\_\_ ☒ (Name of Vendor)

\_\_\_\_\_ ☒ (Name of Contact)

\_\_\_\_\_ ☒ (Address)

\_\_\_\_\_ ☒ (City, State, Zip)

\_\_\_\_\_ ☒ (Phone)

\_\_\_\_\_ ☒ (Fax)

\_\_\_\_\_ ☒ (E-mail)

**24. WAIVER.**

MaineHousing's failure to enforce any provision of this Agreement or to exercise any right or seek any remedy against the Vendor for default of this Agreement, or MaineHousing's acceptance of any performance by the Vendor under this Agreement during any such default, shall not be deemed to constitute a waiver of any rights, causes of action, or remedies available to MaineHousing under this Agreement, at law or in equity, and MaineHousing shall fully retain all such rights, causes of action and remedies.

**25. TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION.**

Vendor, by its duly authorized representative signing below, certifies that the number shown in Section 1 hereof is its correct Taxpayer Identification Number, and that it is not subject to backup withholding because (a) it is exempt from backup withholding, or (b) it has not been notified by the Internal Revenue Service that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the Internal Revenue Service has notified it that it is no longer subject to backup withholding.

**26. NONDISCRIMINATION.**

During the term of this Agreement, Vendor shall not discriminate in any manner against any person because of race, color, religious creed, sex, sexual orientation, national origin, ancestry, age, physical or mental disability, or familial status. Such prohibition against discrimination shall include, but not be limited to, all actions relating to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.

**27. AUTHORIZED SIGNATURE.**

The undersigned representative of Vendor hereby warrants and represents that he/she has the authority to execute this Agreement on behalf of the Vendor and that the Vendor shall be bound by his/her action.

**IN WITNESS WHEREOF**, MaineHousing and the Vendor, by their respective representatives duly authorized, have executed this Agreement in two (2) counterpart originals, each being one and the same agreement, effective as of the date referenced in Section 3 hereof.

**MAINE STATE HOUSING AUTHORITY**

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Michael Baran

Director, Energy & Housing Services

Date \_\_\_\_\_

**VENDOR**

Witness: \_\_\_\_\_

By : \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant inaccurately rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and /or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from

the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and the frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters a lower tier covered transaction with a person who is suspended, debarred ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

### **CERTIFICATION**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_☒  
Organization Name

\_\_\_\_\_☒  
Printed Name & Title of Authorized Representative

\_\_\_\_\_☒  
Signature

\_\_\_\_\_☒  
Date

## **APPENDIX B**

### **CERTIFICATION REGARDING LOBBYING**

#### **Certification for Contracts, Grants, Loans, and Cooperative Agreement**

That undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, Grant, Loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements and that all sub-recipient shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **Statement for Loan Guarantees and Loan Insurance**

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature and Title \_\_\_\_\_☒      Date\_\_\_\_\_☒

Printed Name and Address:

\_\_\_\_\_☒ (Name)

\_\_\_\_\_☒ (Address)

\_\_\_\_\_☒ (City)

certloby.doc

**MAINE STATE HOUSING AUTHORITY  
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM  
(WOOD FUEL VENDOR)**

WOOD FUEL VENDOR \_\_\_\_\_ (the “Vendor”)

[illegible]

### Vendor's Price List

- | Item | Description                | Seasoned | Green | Unit of Measure |
|------|----------------------------|----------|-------|-----------------|
| 1.   | 8 foot length unsplit      | \$       | \$    | Standard Cord   |
| 2.   | 4 foot length unsplit      | \$       | \$    | Standard Cord   |
| 3.   | 2 foot length unsplit      | \$       | \$    | Loose Cord      |
| 4.   | 16'' - 18'' length unsplit | \$       | \$    | Loose Cord      |
| 5.   | 1 foot length unsplit      | \$       | \$    | Loose Cord      |
| 6.   | 4 foot length split        | \$       | \$    | Standard Cord   |
| 7.   | 2 foot length split        | \$       | \$    | Loose Cord      |
| 8.   | 16'' - 18'' length split   | \$       | \$    | Loose Cord      |
| 9.   | 1 foot length split        | \$       | \$    | Loose Cord      |

- B. Market Price. MaineHousing or Subgrantee, as the case may be, agrees to pay no more than Market Price if the Market Price for Wood Fuel is less than the maximum price set forth in Section A, items 1 through 9, of this Appendix.

Please indicate which Community Action Agency this price list applies to:

- \_\_\_\_\_ (ACAP) Aroostook County Action Program (Aroostook County)
- \_\_\_\_\_ (CCI) Community Concepts, Inc. (Androscoggin and Oxford Counties)
- \_\_\_\_\_ (KVCAP) Kennebec Valley Community Action Program (Kennebec, Somerset, Lincoln, and Sagadahoc Counties)
- \_\_\_\_\_ (PCAP) Penquis Community Action Program (Penobscot, Piscataquis, & Knox Counties)
- \_\_\_\_\_ (TOA) The Opportunity Alliance (Cumberland County)
- \_\_\_\_\_ (WCAP) Waldo Community Action Partners (Waldo County)
- \_\_\_\_\_ (WHCA) Washington-Hancock Community Agency (Washington and Hancock Counties)
- \_\_\_\_\_ (WMCA) Western Maine Community Action (Franklin County)
- \_\_\_\_\_ (YCCAC) York County Community Action Agency (York County)