



# Office of Temporary and Disability Assistance

## Home Energy Assistance Program Vendor Agreement Heating Equipment Repair and Replacement Vendor Agreement

**Company Name:** \_\_\_\_\_ **Federal ID:** \_\_\_\_\_  
*(Hereinafter referred to as Vendor)*

**Doing Business As (DBA):**  
*Please attach any additional pages if necessary, to list all your DBAs with their locations and contact information.*

**Contact Name:** \_\_\_\_\_ **Telephone Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**General Public Telephone Number:** \_\_\_\_\_

**Physical Address:** \_\_\_\_\_ **Mailing Address:** \_\_\_\_\_

### Services Offered:

Heating Equipment Repair	Heating Equipment Replacement	Clean & Tune Services
Asbestos Abatement	Annual Service Contracts	Chimney Cleaning Services
Other _____		

### Type of System Serviced:

Forced Hot Air	Boiler - Hot Water	Boiler - Steam
Electric	Wood, Pellet Stove	
Other _____		

In order to receive Home Energy Assistance Program (HEAP) payments on behalf of eligible households, the vendor agrees and assures to the New York State Office of Temporary and Disability Assistance to abide by the provisions contained in this Vendor Agreement. Payments will be issued through the NYS Office of the State Comptroller.

### A. General Provisions

- Households receiving assistance from HEAP will not be treated adversely because of such assistance under applicable provisions of State law and public regulatory requirements.
- Vendors will not discriminate, either in cost of goods supplied or the services provided, against the household on whose behalf HEAP payments are made.

3. The vendor agrees to treat all information relating to HEAP recipients as confidential information and will not use any information except as necessary to provide energy services.
4. Payment of HEAP benefits will only be made for households determined eligible for HEAP and for work that is pre-authorized by the social services district (SSD).
5. The vendor understands that payment and satisfaction of any claims under HEAP will be made from federal HEAP funds. The vendor further understands and agrees to comply with all requirements of the Low Income Home Energy Assistance Act of 1981, as amended and all policy determinations and directives of NYS OTDA. The supplier may be prosecuted under applicable federal and/or State law for false claims, statements or documents or concealment of material fact.
6. The vendor agrees to carry liability insurance and possess all applicable licenses. The vendor agrees to provide documentation of their current license(s) and insurance to the OTDA HEAP Bureau. This information will be treated as confidential and will only be shared with the SSD as needed.
7. The vendor agrees to notify OTDA if the company is sold, if there is a change in company structure, company name, operational name, or any other change that will affect the Vendor Agreement or customer relationships no later than five business days from the date of the change.
8. All work will be performed in a professional manner and in compliance with local codes and/or standards and manufacturer's instructions. Vendors performing this work have licenses as required by the municipality in which work is being completed, carry Worker's Compensation as required by law, and produce evidence of current general liability coverage.
9. Prior to commencement of any work, vendor will file and obtain all permits if required. When work is completed, the vendor will obtain all required signoffs from all agencies having jurisdiction over the work specified in the job proposal. The vendor is responsible for payments of all fees necessary to obtain required permits and approvals.

## **B. Procedures for Job Proposals**

1. The job proposal will contain a detailed work scope determined by the vendor's onsite appraisal of the heating system and are signed by the homeowner.
2. All job proposals will contain itemized costs for materials and labor. Change orders made to the original job proposal, including revision of work scope, change of materials, and additional costs, will be in writing and pre-approved by the SSD. Any unforeseen or unusual items will be noted on the Job Proposal Form.
3. Job proposals for heating system replacements will be for Energy Star Certified or 92% or higher efficiency equivalent equipment if available. If an Energy Star Certified unit or 92% or higher efficiency equivalent is not available, the reason will be noted on the Job Proposal Form.
4. Job proposals are based on the required repair and replacement specifications outlined in this agreement.
5. Job proposals will include the cost of purchasing and installing a carbon monoxide detector per manufacturer's specifications for HEAP funded heating equipment repair and replacement, unless the dwelling is equipped with an operable detector which is less than five years old.
6. Job proposals will include the installation of a programmable thermostat if desired by the customer and compatible with the equipment being installed or repaired.
7. Job proposals for systems using oil or kerosene will include the cost of installation of a fuel tank gauge for both new and existing tanks if the gauge is nonexistent or broken.
8. Vendor charges for the system assessment and submission of a job proposal will be included in the Job Proposal Form. Please note that vendors awarded the job will not be paid separately for estimates/assessments.
9. Vendors will indicate the timeframe for the repair or replacement on the Job Proposal Form.

## **C. Specifications for Repair and Replacement**

### **General Provisions**

1. All equipment and warranties are registered with the manufacturer and copies of the completed warranty are provided to the customer.
2. Vendor agrees to provide instruction on the operation and maintenance of installed equipment and a system overview of its proper operation. This includes instruction on the programming, use and benefits of a programmable thermostat, if installed.
3. Work is completed within five business days of authorization received from the SSD. Vendor(s) will notify the SSD when this timeframe cannot be met.
4. All original manuals for all installed equipment, including operating instructions, wiring diagrams, and suggested regular maintenance, will be properly completed and presented to the homeowner or carefully affixed to the unit.
5. All work has a written guarantee covering all equipment and labor for a minimum period of one year from the date of installation. Guarantees exclude routine maintenance items including air filters, fuel filters and fuel nozzles, except where a manufacturer's defect exists
6. Vendor contact information is provided to the homeowner.
7. All materials installed as part of the repair or replacement or any other service provided by the vendor under the job proposal is new and be of recognized first class quality.
8. The vendor will install a carbon monoxide detector per manufacturer's specifications for HEAP funded heating equipment repair and replacement, unless the dwelling is equipped with an operable detector which is less than five years old.
9. Upon completion of the job, the vendor agrees all surfaces will be broom swept. In the event there is damage to any portion of the building exterior or interior, to the sidewalk, to the stairs, and/or any area affected by the work, the contractor will promptly repair, clean and restore to the full satisfaction of the owner any and all damage at no additional cost or delay to the owner.

### **Demolition**

1. Disconnect and remove all job specific non reusable switches, relays, control equipment, electrical wiring, fuel fill pipes and fuel vent pipes in the heating equipment room (basement).
2. Any unused electrical connections are properly capped.
3. The contractor is responsible for the removal and off-site disposal of any and all materials considered waste; to include, but not limited to, the original heating system, replaced or unused components, fuel tank(s) and packaging materials, during the course of the work, in accordance with all applicable laws.
4. If changing fuel type, i.e. oil to gas, all fill pipes and fill vent pipes on the exterior of the dwelling and fuel tank(s) are properly removed or capped and sealed and disposed of in accordance with all applicable codes. Any openings in the dwelling as a result of pipe or vent removal or relocation are properly sealed.

### **Heating Equipment Base**

1. Utilize existing concrete base if present and in good condition for the new heating equipment to rest on.
2. If a concrete base is in poor condition or not present, the unit will be placed on either a new concrete pad or concrete blocks sized in accordance with appropriate clearances for plenums, piping and expansion tanks. Whenever practical and necessary, flood zone mounting measures will be taken in high water or flood zone areas.

## **Forced Air Heating System**

1. Furnish and install one new, and unused, forced air heating equipment.
2. All equipment is Energy Star Certified or 92% or higher efficiency equivalent if available. If an Energy Star Certified unit or equivalent is not available, the reason is noted on the Job Proposal Form.
3. The unit has a minimum 20 year warranty on the heat exchanger.
4. Heating equipment is located such that minimum clearance requirements are met as mandated by the heating equipment manufacturer and state and local code.
5. Heating equipment is placed in a manner that provides for adequate drafting with a minimum number of elbows on the flue pipe.
6. Ensure that all rooms in the existing distribution system have adequate heat.

## **Hydronic Heating System**

1. Verify that heating system supply and return lines are leak free under operating conditions.
2. Air vents or bleeder valves are inspected for proper operation and replaced if not operable.
3. Replace expansion tank and primary circulator.
4. Ensure all zone valves and zone circulators are functioning properly; replacement allowed when non-functional.
5. Ensure that all rooms in the existing distribution system have adequate heat.

## **Ductwork**

1. Return air is drawn from the heated living space.
2. New supply and return plenums will be connected to the heating equipment as needed using preformed sheet metal. Canvas connectors are installed as needed to reduce vibration and noise transmission.
3. The new heating equipment is connected to the existing plenum as required by the manufacturer and building code using sheet metal and completed in a neat workmanlike manner.
4. If a filter carriage is not present, one will be installed with a filter and cover over the filter slot to prevent air leaks.
5. Any replacement of heat runs or cold air returns will be installed using hard-pipe.
6. Flex duct is not permitted.
7. All joints and seams on new connections of ductwork and plenums will be sealed with mastic or EPDM backed foil tape.
8. Ductwork is wrapped in fiberglass insulation that is at least 1.5 inches thick, with an approximate R-value of 3.0.

## **Air Conditioning**

1. If existent, air conditioning is reconnected to the new unit.
2. Ensure that replacement of unit doesn't limit the usability of the air conditioning system.
3. Whenever feasible and applicable, air conditioning unit operation is verified and noted on both the Job Proposal Form and final Invoice.
4. If removed during installation, the refrigerant suction line is insulated with closed-cell insulation, at least 0.5 inches thick.
5. Operation of condensate removal system is checked.

## **Thermostat**

1. If desired by customer and appropriate, a programmable thermostat will be installed.
2. The vendor assures that the thermostat is functional and compatible with the heating equipment.
3. The thermostat and proper operation is explained and the instructional manual will be left with the customer.

## **Electrical**

1. The contractor is responsible for furnishing all material and labor to connect the new equipment to existing electrical service.
2. Electrical wiring is completed in accordance with all applicable codes and utility requirements.
3. Heating equipment will be wired using armored cable and appropriate connectors.
4. For fuel oil installations, an emergency electrical disconnect switch is installed as described in NFPA 31.
5. For gas appliances, an emergency electrical disconnect switch is installed on the heating equipment (refer to NFPA 54 for proper installation).
6. All units, gas lines and chimney liners are properly grounded in accordance with applicable code.

## **Fuel Lines**

1. Fuel line is connected to existing heating equipment by approved method.
2. All new fuel lines and connections are code compliant and free of leaks.
3. Oil heating equipment will receive an in-line filter if one is not present.
4. Gas lines connected or disturbed during installation are leak tested.
5. Gas leaks will be reported to the appropriate utility company.

## **Fuel Tanks**

1. Fuel tanks are inspected for evidence of leakage, deterioration and considerable leaning.
2. Appropriate measures are taken to correct leakage, deterioration or tank lean if it is determined to be detrimental to the health and safety of the household.
3. Fill pipes are inspected and replaced if broken, constructed from non-code compliant material or nonexistent.
4. A vent alarm/fill pipe whistle will be installed if missing or nonexistent.
5. A new fuel filter will be installed.
6. A new fuel filter assembly will be installed if broken or nonexistent.
7. Copper fuel pipe is adequate for local code and is not exposed across the floor.
8. A fuel tank gauge will be installed if missing or broken for both new and existing tanks.

## **Venting**

1. Heating equipment will be connected to the existing chimney or B-vent using new and approved pipe.
2. The chimney breech will be cleared of any blockage and properly sealed using approved materials.
3. All codes and regulations for venting the appliance per manufacturer's specifications are adhered to.
4. Prior to leaving jobsite, the contractor will ensure proper draft of the heating system.
5. Oil fired heating equipment will receive a new barometric damper, adjusted for proper draft of the heating equipment, per manufacturer's instructions.

6. Gas condensing heating equipment exhaust vent and exterior combustion supply air are installed following manufacturer's instructions and local code using PVC.
7. Condensate drain pump will be installed following manufacturer's instructions and local code.
8. Orphaned hot water heaters are vented appropriately and tested for proper draft.
9. If venting hot water heater through chimney an appropriately sized liner will be installed.
10. The chimney will be, at a minimum, visually inspected, holes plugged and checked for blockage.

### **Manufactured Homes**

1. A new manufacturer's base will be installed.
2. The boot to trunk line will be sealed with mastic or EPDM backed foil tape.
3. If needed, the manufacturer's approved offset elbow will be installed per manufacturer's specifications.
4. Flex duct will not be installed.
5. A new roof jack will be installed with each replacement.
6. The appropriate flue will be replaced when converting from oil to natural gas or propane.
7. A new stack pipe will be installed as per manufacturer's specifications.

### **Distribution System**

1. Any modification to the distribution system will be completed with neat transitions from old to new and must be sealed and fastened using EPDM backed foil tape or mastic.
2. Flex duct is not be utilized.
3. Vendor assures that there is a metal supply and return.

### **Start-Up**

1. Gas pressure will be adjusted to manufacturer's specifications.
2. Oil pump pressure will be adjusted to manufacturer's specifications.
3. Post installation combustion efficiency will be measured, and adjustments made to achieve optimum performance whenever possible.
4. Post installation carbon monoxide in the flue will be measured and adjusted to under 25 parts per million of undiluted air.
5. Post installation oil combustion will be measured and adjusted for a smoke test of less than one and air mixture will be adjusted to achieve maximum efficiency.
6. Temperature rise will be checked against manufacturer's specifications to ensure proper air flow.
7. A complete system inspection will be completed after installation.

## **D. Payment, Fees and Additional Charges**

1. The vendor will not add or include finance charges to a customer's account for HEAP funded services.
2. New York State Sales Tax will not be collected on services paid for with HEAP funds. Local County Sales Tax will be collected for repair only, if applicable.
3. The vendor agrees to comply with program timeframes and to submit all bills within 15 business days of services rendered.
4. Invoice for payment will be submitted directly to the SSD that authorized the work. Final bills will include: itemized list of all materials, labor costs, total job cost, the job completion date and a customer signature.

5. The vendor understands and agrees that payment will not be made without a final invoice that meets all of the requirements outlined above.
6. The vendor will not transfer or cash out benefits to customers and/or other vendors. Unexpended funds will be returned to the SSD with a completed HEAP Vendor Refund Form

## **E. Audits & Investigation**

1. The vendor agrees to permit and cooperate with:
  - Federal and/or State audits and/or investigations undertaken in accordance with Section 2605 of the Low Income Home Energy Assistance Act of 1981, as amended;
  - audits and/or investigations authorized by OTDA, and:
  - any State and/or county investigation undertaken to ensure program integrity.
2. The vendor agrees to respond to any communication or correspondence from any authorized entity within five (5) business days and provide reasonable accommodations for onsite case reviews. Vendors agree to cooperate with OTDA in establishing a mutually acceptable timeframe within which the vendor will provide information requested by OTDA.
3. The vendor agrees to support an accounting system and maintain fiscal records adequate to audit for a period of not less than three program years (current year plus three years) and will otherwise verify the proper disbursement of HEAP funds.
4. The vendor agrees to warranty and remedy at no additional charge, any material and labor defects directly related to the heating equipment replacement or repair and the work area identified as deficient as part of a Quality Control Review by any designee of the Office of Temporary and Disability Assistance for a period of no less than one year.
5. If violations of this Vendor Agreement are discovered, the vendor agrees to take corrective actions in the timeframes designated by NYS OTDA. Corrective action may include, but is not limited to, providing detailed plans for future companywide changes that will bring the vendor into full compliance with program policy and deadlines for the implementation of those changes.
6. The vendor understands that failure to cooperate with any federal/and or State audits and or investigations will result in immediate disqualification from participation in the HEAP program. The vendor also understands that they may be disqualified from participating in the HEAP program if they fail to properly implement the required corrective actions, including remedying any deficiencies identified during a Quality Control Review, within the designated timeframes.
7. The vendor understands that if violations of the HEAP program rules are verified through the audit and investigation process, they may be permanently disqualified from participating in the program and may be referred to the appropriate authority for criminal or civil prosecution. Vendors also understand that if they violate HEAP rules, they may be referred to the Consumer Protection Board, the Better Business Bureau or any other entity with appropriate jurisdiction.

**F. Certification**

This agreement shall remain in effect unless superseded by another agreement or terminated by either the vendor or OTDA. Termination shall be accomplished in writing provided 30 days prior notice is given.

The provisions of this agreement cannot be altered by the vendor. Any changes made to the agreement will render the signed agreement invalid.

The undersigned vendor hereby agrees and assures to the NYS OTDA, that the undersigned will comply with the terms and conditions outlined in this Agreement in order to receive monies under the Low Income Home Energy Assistance Program.

I hereby declare that I have read and understand the above and agree to comply and abide with the terms and conditions specified while participating in the HEAP Program.

**Company:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Owner's Name:** *(or Owner's Designee)* \_\_\_\_\_

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

**Owner's Signature:** *(or Owner's Designee)* \_\_\_\_\_ **Date:** \_\_\_\_\_