

## PROFESSIONAL SERVICES CONTRACT

**Contract #000000000000000000082662**

This Contract ("Contract"), entered into by and between the Indiana Office of Energy Development (the "State") and Egis BLN Consulting USA, L.L.C.. (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

**1. Purpose of this Contract.** The purpose of this Contract is to enable the State to award a Grant in the amount of **\$1,400,954.90** (the "Grant") to the Contractor for eligible costs of the services or project (the "Project") described in **Exhibits A and B** of this Contract, which are incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Contract and in conformance with Indiana Code chapter § 4-3-23 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Contractor pursuant to this Contract shall be used only to implement the Project or provide the services in conformance with this Contract and for no other purpose.

**2. Duties of Contractor.** The Contractor shall provide the services in **Exhibit D**, as procured under RFS 24-76653, relative to this Contract.

**3. Consideration; Funding Source.** The Contractor will be paid in accordance with **Exhibit B**. Total remuneration under this Contract shall not exceed **\$1,400,954.90**. The consideration for this agreement is in fulfillment of Task 1 of the Request for Services, as outlined in **Exhibit D**, of which is further delineated and refined in **Exhibit A**. The Contractor and State will enter into good-faith negotiations to amend this contract to add additional remuneration for additional phases and tasks of this project consistent with Task 2 of **Exhibit D**.

### FUNDING SOURCE:

If Federal Funds: Program Name per Catalog of Federal Domestic Assistance (CFDA):

CFDA # 81.041 and 81.117 (Home Energy Rebate Programs)

If State Funds: Program Title: N/A

**4. Term.** This Contract shall be effective for a period of five (5) years from the date of contract execution. It shall commence on February 16, 2024, and shall remain in effect through February 16, 2029. There may be one-year renewals at the State's option. Upon Project completion described in (1)(a) and (b) and consistent with the terms in (1)(d) in Exhibit A, and as described in Section 3 of this contract, the State and Contractor shall engage in good-faith negotiations for an amendment to this contract to further implement the Project.

**5. Grant Funding.**

A. The State shall fund this Contract through a Grant in the amount of \$1,400,954.90. The approved Project Budget is set forth as Exhibit B of this Contract, attached hereto and incorporated herein. The Contractor shall not spend more than the amount for each line item in Exhibit B without the prior written consent of the State, nor shall the Project costs funded by this Contract and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

B. The disbursement of Grant funds to the Contractor shall not be made until all documentary materials required by this Contract have been received and approved by the State and this Contract has been fully approved by the State.

**6. Access to Records.** The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

**7. Assignment; Successors.**

A. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

B. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

**8. Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

**9. Audits.** The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.331 for purposes of this Contract. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall

arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

If the Contractor is a non-governmental unit, the Contractor shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*,

<https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>. Guidelines for filing the annual report are included in **Exhibit C** (Guidelines for Non-governmental Entities).

**10. Authority to Bind Contractor.** The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

**9. Changes in Work.** The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

**11. Compliance with Laws.**

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC § 5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that:

(A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC §24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) the Contractor will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

**12. Condition of Payment.** All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

**13. Confidentiality of State Information.** The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

**14. Continuity of Services.**

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

#### **15. Debarment and Suspension.**

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

**16. Default by State.** If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

#### **17. Disputes.**

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

**18. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.



**19. Employment Eligibility Verification.** As required by IC § 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

**20. Employment Option.** If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the State or the employee.

**21. Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

**22. Funding Cancellation.** As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**23. Governing Law.** This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

**24. HIPAA Compliance.** If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

**25. Indemnification.** The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney’s fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor.

**26. Independent Contractor; Workers’ Compensation Insurance.** The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers’ compensation insurance for the Contractor’s employees, and Contractor shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

**27. Indiana Veteran Owned Small Business Enterprise Compliance.** Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise (“IVOSB”) participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as “Attachment A-1” in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA’s Division of Supplier Diversity and may require an amendment. It is the State’s expectation that the Contractor will meet the subcontractor commitments during the Contract term. The following certified IVOSB subcontractor(s) will be participating in this Contract: **[Add additional IVOSBs using the same format.]**

IVOSB	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON
	PERCENT		

IVOSB, Veteran Strategies, Robert Vane, [robert@veteranstrategies.com](mailto:robert@veteranstrategies.com) 4.07%

---

*Briefly describe the IVOSB service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:*

Veteran Strategies will provide public and media outreach services and assist with multi-agency coordination.

---

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to [IndianaVeteransPreference@idoa.IN.gov](mailto:IndianaVeteransPreference@idoa.IN.gov), or mailed to IDOA, 402 W. Washington Street, Room W-462, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to [IndianaVeteransPreference@idoa.IN.gov](mailto:IndianaVeteransPreference@idoa.IN.gov) for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: [www.in.gov/idoa/mwbe/payaudit.htm](http://www.in.gov/idoa/mwbe/payaudit.htm). The Contractor may also be required to report IVOSB certified subcontractor payments directly to the Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity. The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

**28. Information Technology Enterprise Architecture Requirements.** If this Contract involves information technology-related products or services, the Contractor agrees that all such products or services are compatible with any of the technology standards found at <https://www.in.gov/iot/2394.htm> that are applicable, including the assistive technology standard. The State may terminate this Contract for default if the terms of this paragraph are breached.

**29. Insurance.**

A. The Contractor and its subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
2. Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

3. Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.
4. Fiduciary liability if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others with limits no less than \$700,000 per cause of action and \$5,000,000 in the aggregate.
5. Valuable Papers coverage, if applicable, with an Inland Marine Policy Insurance with limits sufficient to pay for the re-creation and reconstruction of such records.
6. Surety or Fidelity Bond(s) if required by statute or by the agency.
7. Cyber Liability addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$5,000,000 in the aggregate.

The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The

Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

**30. Key Person(s).**

A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.

B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are: N/A.

**31. Licensing Standards.** The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

**32. Merger & Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

**33. Minority and Women's Business Enterprises Compliance.**

Award of this Contract was based, in part, on the Minority and/or Women's Business Enterprise ("MBE" and/or "WBE") participation plan as detailed in the Minority and Women's Business Enterprises Subcontractor Commitment Form, commonly referred to as "Attachment A" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be

approved by Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term.

The following Division of Supplier Diversity certified MBE and/or WBE subcontractors will be participating in this Contract: **[Add additional MBEs and WBEs using the same format.]**

MBE or WBE PERCENT	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON
-----------------------	--------------	-------	-------------------------

9.08%	MBE, Sohndi Solutions, Ryan Vaughn,		<a href="mailto:rvaughn@sondhisolutions.com">rvaughn@sondhisolutions.com</a>
-------	-------------------------------------	--	--

12.31%	WBE, RJL Solutions, TJ Collett,		<a href="mailto:tcollett@rjlsolutions.com">tcollett@rjlsolutions.com</a>
--------	---------------------------------	--	--

*Briefly describe the MBE and/or WBE service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:*

Sondhi is providing call center and case management services. RJL adds value to the BLN Team through their community benefits and outreach and policy compliance services.

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to [MWBECompliance@idoa.IN.gov](mailto:MWBECompliance@idoa.IN.gov), or mailed to Division of Supplier Diversity, 402 W. Washington Street, Room W-462, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to [MWBECompliance@idoa.IN.gov](mailto:MWBECompliance@idoa.IN.gov) for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to Division of Supplier Diversity certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: [www.in.gov/idoa/mwbe/payaudit.htm](http://www.in.gov/idoa/mwbe/payaudit.htm). The Contractor may also be required to report Division of Supplier Diversity certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division of Supplier Diversity. The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

**34. Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Contractor certifies compliance with

applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

**35. Notice to Parties.** Whenever any notice, statement or other communication is required under this Contract, it will be sent by E-mail or first-class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

For payment notices and invoices:  
Attn: Jack Henderson, Finance Director  
Indiana Office of Energy Development  
1 North Capitol Ave., STE 900  
Indianapolis, Indiana 46204  
[jachenderson@oed.in.gov](mailto:jachenderson@oed.in.gov)

For all other notices:  
Ryan Hadley, Executive Director  
Indiana Office of Energy Development  
1 North Capitol Ave., STE 900  
Indianapolis, Indiana 46204  
[ryhadley@oed.in.gov](mailto:ryhadley@oed.in.gov)

B. Notices to the Contractor shall be sent to:

Thomas C. Longest, President/COO  
8320 Craig Street  
Indianapolis, IN 46250  
[tlongest@b-l-n.com](mailto:tlongest@b-l-n.com)

As required by IC § 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

**36. Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the State, (3) RFP #24-76653, (4) Contractor's response to RFP #24-76653, and (5) attachments prepared by the Contractor.

All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

**37. Ownership of Documents and Materials.**

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

**38. Payments.**

A. All payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC § 4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.

B. If the Contractor is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

**39. Penalties/Interest/Attorney's Fees.** The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.



**40. Progress Reports.** The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

**41. Public Record.** The Contractor acknowledges that the State will not treat this Contract as containing confidential information and the State will post this Contract on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

**42. Renewal Option.** This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC § 5-22-17-4. The term of the renewed contract may not be longer than the term of the original Contract.

**43. Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

**44. Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

**45. Taxes.** The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

**46. Termination for Convenience.** This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

**47. Termination for Default.**

A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

**48. Travel.** No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the *Indiana Department of Administration Travel Policy and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Travel Policy* guidelines.

**49. Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

**50. Work Standards.** The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

**51. State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in *2022 SCM Template*) in any way except as follows:

---

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

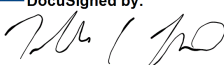
Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

<https://secure.in.gov/apps/idoa/contractsearch/>

**In Witness Whereof**, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

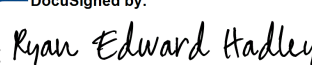
Egis BLN CONSULTING USA, LLC

DocuSigned by:  
By:   
E7AEE91E2EBD42D...

Title: President

Date: 4/11/2024 | 11:05 EDT

Indiana Office of Energy Development

DocuSigned by:  
By:   
6CDC3F079A95443...

Title: Executive Director

Date: 4/12/2024 | 09:45 EDT

Electronically Approved by: Department of Administration  By: Rebecca Holw erda, Commissioner (for)	
Electronically Approved by: State Budget Agency	Electronically Approved as to Form and Legality by: Office of the Attorney General

By: _____ (for) Joseph M. Habig, Acting State Budget Director	By: _____ (for) Theodore E Rokita, Attorney General
--	--

## **Exhibit A**

### **SCOPE OF WORK**

#### **Summary**

BLN will develop the U.S. Department of Energy (DOE) required Home Energy Rebate Program Plans (“Plans” or the “Project”) on behalf of the State as described below and consistent with their response to IOED’s Request for Services (“RFS”) (IDOA RFP # 24-76653). The Home Energy Rebate Programs consist of two separate federal programs (the Home Efficiency Rebates and the Home Appliance Rebates) that will require separate federal applications. After development and submission of the DOE plans, IOED and BLN shall engage in good-faith negotiations to develop a contract to implement the Home Energy Rebates, as designed and as approved by DOE.

#### 1) Scope of Work & Deliverables

##### a) **Approach to the Development of the Home Energy Rebate Plans**

- i) BLN shall meet with IOED staff within thirty (30) days of contract approval to discuss the project and walk through the federal requirements and necessary elements for the successful development of the Applications and Implementation Blueprints.
- ii) BLN shall provide a list of names and contact information for all of BLN’s staff working on the project, including any Executives, high-level Management staff, and subcontractors.
- iii) Within thirty (30) days, BLN and IOED shall set a mutually agreed-upon schedule to conduct periodic meetings and check-ins that should be conducted on a not less frequent basis than one meeting per month until the completed Applications and Implementation Blueprints are submitted to IOED and, in turn, to DOE. In those meetings, BLN shall provide updates on the status of the development of the Plans and raise any questions for IOED feedback.
- iv) In consultation with IOED, BLN shall develop all elements of the program design and prepare the written narratives for the Applications and State Implementation Blueprints. Iterative drafts shall be provided to IOED for review, feedback, and edits. IOED shall review and provide feedback or approval promptly on all submitted documents and requested decision points from BLN. IOED will serve as the final approver on the content of the program design and applications/blueprints. IOED will be responsible for submission to DOE and will serve as the Prime Applicant for the federal award, as required by DOE.
- v) BLN will ensure that all aspects of the Application Checklist provided by DOE are met, in accordance with the federal requirements and guidance. In developing the applications, BLN will recommend which portions, if any, should be deferred to the Implementation Blueprints. The final decision to defer certain application elements will be decided by IOED after consultation with BLN.
- vi) Indiana’s Home Energy Rebate Programs (in either the Applications or the State Implementation Blueprints) must include the following plans and all required sub-elements as required by the DOE and/or IOED: Community Benefits Plan; Education and Outreach Strategy; Consumer Protection Plan; Utility Data Access Plan; Privacy and Security Risk Assessment; and Market Transformation Plan. The sub-elements are described in the *Program Requirements & Application Instructions* published on July 27, 2023, the updated version on October 13, 2023, (Version 1.1), or its successor document(s).
- vii) In consultation with IOED, BLN shall develop the Programs to achieve, at minimum, the goals and objectives consistent with programmatic guidelines. The Plans must comprehensively describe the concrete steps and milestones to achieve the goals and objectives.
- viii) In preparation of the Plans, BLN shall work collaboratively with IOED to conduct stakeholder engagement, including, but not limited to:
  - (1) Conferences
  - (2) Public Meetings

(3) Non-public meetings (e.g., one-on-one meetings with stakeholders)

BLN shall notify IOED of all outreach and provide opportunity for IOED staff to participate in all stakeholder engagement opportunities. BLN should be prepared for robust stakeholder engagement as part of this process.

**b) Plan Development & Timelines**

- i) BLN shall execute the described strategies to develop the required plans consistent with their response to the RFS. Any deviations or changes to the approach must be approved by IOED.
- ii) IOED was accepted into DOE's "Sprint Cohort 2," which allows IOED to pursue an accelerated pathway to complete the Applications for the Home Energy Rebate Programs. BLN will support IOED's participation in this effort and develop the Applications for submission to DOE by March 15, 2024.
- iii) BLN shall deliver completed plans and associated Standard Operation Procedures (SOPs) to IOED for submission consistent with the timelines listed in their response to the RFS. For reference, they are:
  - (1) Community Benefits Plan: 90 days
  - (2) Education & Outreach Strategy: 60 days
  - (3) Consumer Protection Plan: 120 days
  - (4) Utility Data Access Plan: 45 days
  - (5) Privacy & Security Risk Assessment Plan: 90 days
  - (6) Market Transformation Plan: 90 days

**c) Changes to this Scope of Work**

- i) Changes to this Scope of Work shall be agreed upon in writing between the parties. If a change is requested by either party:
  - (1) BLN shall provide IOED a written level of effort for the change.
  - (2) IOED shall review and, if accepted, submit a change package request for the Contract.

**d) Program Implementation**

- i) Not later than 30 days after submission of the application packages to DOE, the parties shall enter into good-faith negotiations in developing an agreement to implement the Home Energy Rebates Program, as approved by DOE.

**Exhibit B  
BUDGET**

<i>Deliverable/Task</i>	<i>Budget</i>	<i>Costs Basis</i>
Iterative plan and content development for OED review, consistent with Task 1.1	\$ 130,231.50	Labor Costs of assigned team members, as outlined in cost proposal
A final plan for the Home Efficiency Rebates approved by the IOED Executive Director that fulfills the scope of work, state objectives, and federal requirements	\$ 330,549.70	Labor Costs of assigned team members, as outlined in cost proposal
A final plan for the Home Electrification and Appliance Rebates approved by the IOED Executive Director that fulfills the scope of work, state objectives, and federal requirements	\$ 359,549.70	Labor Costs of assigned team members, as outlined in cost proposal
Stakeholder engagement throughout the State, including development of any promotional or meeting-related materials (presentation, handouts, etc.) regarding the Home Energy Rebates to be presented at meetings, conferences, and other gatherings. At least four (4) in-person, public meetings will be held in regions of the State, and two (2) virtual meetings to be conducted.	\$ 265,566.00	Labor Costs of assigned team members, as outlined in cost proposal. Stakeholder Engagement fees include the level of effort to meet the minimum requirements set forth in the DOE program guidance plus the additional engagements the State requests to be conducted. Any additional engagement can be performed at the direction of IOED on an hourly basis. Costs for materials associated with marketing and outreach will be billed as direct expenses.
Routine and consistent meetings with IOED to discuss progress on the plan development and program implementation, consistent with Task 1.2	\$ 140,058.00	Labor Costs of assigned team members, as outlined in cost proposal
Sprint cohort coordination, support meetings, and any other services as requested by IOED.	\$ 75,000.00	Hourly at rates outlined in cost proposal



Strategic Planning	\$ 100,000.00	Labor Costs of assigned team members, as substantiated in the cost proposal, relating to strategic planning elements of the scope of work.
<b>Total Not to Exceed</b>	\$ 1,400,954.90	

<b>Team Member's Name</b>	<b>Title</b>
Jay Cahill	Principal In Charge
Jodi Golden	Cost Share & Braiding Specialist
Mark Opelka	Project Manager
Amy Cahill	Customer Service Lead
Trent Brackenridge	Senior Technical Advisor
Charlie Bicknell	Planning, E, M, & V Lead
Ron Shaw	Deputy Project Manager
Adam Perry	IT/System of Record Lead
Ebby Dabiri	IT/System Configuration Specialist
Jake Demann	Utility Coordination Lead
Meg Golden	Energy Rebate Specialist
John Ensley	E, M, & V Support
Troy Williams	IT/System of Record Integration Lead (DOE)
James Eduljee	IT/System of Record UAT Specialist
Dan Merchant	IRA Lead
Shannon Donahue	Energy Modeling Specialist
Stephanie Dunbar	Case Management Policy Lead
Jonathan Blake	Senior Compliance Lead
McKenzi Kumpf	Compliance Lead
Anwyn Payonk	Technical Writer
Jordan Marvel	Grant Analyst
Robert Vane	Communications Lead
Planning Support	Planning Support

<b>2024 Hourly Rates</b>	
<b>Classification</b>	<b>Hourly Rate</b>
Call Center Representative	\$ 105.00
Case Manager	\$ 105.00
Assistant Contractor Liaison	\$ 125.00
Project Engineer	\$ 130.00
Environmental Analyst	\$ 135.00
Senior Case Manager	\$ 135.00
QAQC Manager	\$ 135.00
Project Coordinator	\$ 140.00
Financial Analyst	\$ 140.00
Senior Case Management Specialist	\$ 165.00
Contractor Liaison	\$ 165.00
Contract Administration	\$ 170.00
Senior Financial Analyst	\$ 170.00
Project Controls	\$ 175.00
Compliance Manager	\$ 175.00
Senior Project Engineer	\$ 180.00
Technology Team Lead	\$ 185.00
Field Services Trainer	\$ 185.00
Policy Advisor	\$ 200.00
Discipline Lead	\$ 205.00
Senior Discipline Lead	\$ 225.00
Senior Environmental Analyst	\$ 225.00
Field Services Lead	\$ 225.00
Legal/Contracts	\$ 230.00
Program Director	\$ 250.00
Senior Policy Advisor	\$ 250.00
Close Out Subject Matter Expert	\$ 290.00
Payment Processing Lead	\$ 290.00
Senior Project Coordinator	\$ 295.00
Senior Program Director	\$ 315.00
Outreach Lead	\$ 330.00
Principal	\$ 335.00
Senior Technical Advisor	\$ 345.00
Department Manager	\$ 345.00
Senior Principal	\$ 365.00
Vice President	\$ 395.00
Senior Vice President	\$ 420.00

The Hourly Rates are subject to revision in July of each year.



## Exhibit C

### Annual Financial Report for Non-governmental Entities

#### Guidelines for filing the annual financial report:

1. Filing an annual financial report called an Entity Annual Report (E-1) is required by IC 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
  - a. There is no filing fee to do this.
  - b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
  - c. The E-1 electronical submission site is found at <https://gateway.ifionline.org/login.aspx>
  - d. The Gateway User Guide is found at <https://gateway.ifionline.org/userguides/E1guide>
  - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
  - f. Login credentials for filing the E-1 and-additional information can be obtained using the [notforprofit@sboa.in.gov](mailto:notforprofit@sboa.in.gov) email address.
2. A tutorial on completing Form E-1 online is available at [https://www.youtube.com/watch?time\\_continue=87&v=nPpgtPcdUcs](https://www.youtube.com/watch?time_continue=87&v=nPpgtPcdUcs)
3. Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.

## **Exhibit D**

### **RFS Scope of Work**

#### 1. Scope of Work & Deliverables

##### **a. Services Required – Task 1. Program Planning and Design<sup>1</sup>**

###### ***Task 1.1 Program Design and Development***

1. In consultation with IOED, the Contractor shall develop all elements of the program design and prepare the written narratives for the Applications and State Implementation Blueprints. Iterative drafts shall be provided to IOED for review, feedback, and edits. IOED will serve as the final approver on the content of the program design and applications/blueprints. IOED will be responsible for submission to DOE and will serve as the Prime Applicant for the federal award, as required by DOE.
2. The Contractor will ensure that all aspects of the Application Checklist provided by DOE are met, in accordance with the federal requirements and guidance. In developing the applications, the Contractor will recommend which portions, if any, should be deferred to the Implementation Blueprints. The final decision to defer certain application elements will be decided by IOED after consultation with the Contractor.
3. Indiana's Home Energy Rebate Programs (in either the Applications or the State Implementation Blueprints) must include the following plans and all required sub-elements as required by the DOE and/or IOED: Community Benefits Plan; Education and Outreach Strategy; Consumer Protection Plan; Utility Data Access Plan; Privacy and Security Risk Assessment; and Market Transformation Plan. The sub-elements are described in the *Program Requirements & Application Instructions* published on July 27, 2023, the updated version on October 13, 2023, (Version 1.1), or its successor document(s).
4. In consultation with IOED, the Contractor shall develop the Programs to achieve, at minimum, the goals and objectives consistent with programmatic guidelines. The Plans must comprehensively describe the concrete steps and milestones to achieve the goals and objectives.
5. In preparation of the Plans, the Contractor shall work collaboratively with IOED to conduct stakeholder engagement, including, but not limited to:
  1. Conferences
  2. Public Meetings
  3. Non-public meetings (e.g., one-on-one meetings with stakeholders)
 The Contractor shall notify IOED of all outreach and provide opportunity for IOED staff to participate in all stakeholder engagement opportunities. The Contractor should be prepared for robust stakeholder engagement as part of this process.

###### ***Task 1.2 Coordination Meetings with IOED***

1. The Contractor shall meet with IOED staff within thirty (30) days of contract approval to discuss the project and walk through the federal requirements and necessary elements for the successful development of the Applications and Implementation Blueprints.

---

<sup>1</sup> Refer to Program Requirements and Application Instructions for details:  
[https://www.energy.gov/sites/default/files/2023-07/Home\\_Energy\\_Rebates\\_Program\\_Requirements\\_and\\_Application\\_Instructions.pdf](https://www.energy.gov/sites/default/files/2023-07/Home_Energy_Rebates_Program_Requirements_and_Application_Instructions.pdf)

2. The Contractor shall provide a list of names and contact information for all of the Contractor's staff working on the project, including any Executives, high-level Management staff, and subcontractors.
3. Within thirty (30) days, the Contractor and IOED shall set a mutually agreed-upon schedule to conduct periodic meetings and check-ins that should be conducted on a not less frequent basis than one meeting per month until the completed application is submitted to IOED and, in turn, to DOE. In those meetings, the Contractor shall provide updates on the status of the development of the Plans and raise any questions for IOED feedback.

**b. Services Required – Task 2. Program Implementation**

Upon approval by DOE of Indiana's Plans, the Contractor will operationalize the programs, effectively carrying out the execution and exhausting the federal funds in a timely, efficient manner, consistent with the approved Plans. Until the program designs are complete and applications approved by DOE the timing to operationalize is fluid. IOED reserves the right to update Task 2 and deliverables, but the tasks below serve as a baseline of expectations.

**Task 2.1 Coordination Meetings with IOED**

1. The Contractor shall meet with IOED staff within thirty (30) days of federal approval to discuss the award, project, and review the federal requirements and necessary elements for the successful implementation of the Plans.
2. Within thirty (30) days, the Contractor shall meet with IOED staff on a mutually agreed-upon schedule that should be conducted on a not less frequent basis than one meeting per month until the rebate funding is exhausted. In those meetings, the Contractor shall provide updates on the status of the implementation of the Plans, including but not limited to the programs' financial and performance metrics.

**Task 2.2 Program Implementation**

1. Following the approved Plans developed in Task 1, the Contractor shall provide operational services and deliver the elements fully outlined in the approved Plans. To the extent possible, the Contractor shall develop process documents and standard operating procedures that document all necessary actions and steps for the successful operations of the program.
2. As may be necessary or prudent, the Contractor shall enter into subcontracts or partner with various entities to perform all necessary program functions in a timely and efficient manner. IOED shall be consulted, as appropriate, before subcontracts are executed that will require the use of program funds. IOED reserves the right to enter into related contracts or agreements with the same subcontractors for the delivery of program services and funds.
3. The Contractor will provide IOED with the required deliverables for each tranche of the Rebate program for submission to the DOE.
4. The Contractor shall provide all necessary information and documentation, in the form and manner as requested by IOED, to support the submission of compliance documentation to the DOE.

**c. Deliverables –**

1. Final Applications for the Home Energy Rebate Programs approved by the IOED Executive Director that fulfills the scope of work, state objectives, and federal requirements, in accordance with Task 1.

2. Final State Implementation Blueprints for the Home Energy Rebate Programs approved by the IOED Executive Director that fulfills the scope of work, state objectives, and federal requirements, including the following plans:
  1. Community Benefits Plan
  2. Education and Outreach Strategy
  3. Consumer Protection Plan
  4. Utility Data Access Plan
  5. Privacy and Security Risk Assessment
  6. Market Transformation Plan

The State Implementation Blueprints must be completed and submitted to DOE 60 days prior to program launch.

3. Stakeholder meetings held throughout the state, including development of any materials (presentation, handouts, etc) regarding the Home Energy Rebates to be presented at the meetings.
4. Routine and consistent meetings with IOED, and written status reports for IOED to discuss and evaluate progress on the plan development and program implementation.
5. Task 2 specific deliverables will follow the program elements identified in the approved plan, consistent with the objectives and scopes of work identified above.
6. Appropriate oversight of subcontractors, as applicable.
7. All necessary compliance-related information and documentation for submission to the DOE.

d. In Scope:

1. Meetings, phone calls, and other communicate with IOED staff, state agencies, stakeholders, DOE staff, or the general public to further advance understanding, development, and drafting of the Home Energy Rebate Programs. All meeting requests from or to external stakeholders should be communicated to IOED, and IOED staff shall attend each meeting, unless otherwise indicated in writing. A high-level summary of all meetings conducted, those in attendance, and the overarching topics discussed should be documented.
2. Developing presentations, handouts, and other communication to describe the State's plan and/or approach when it comes to the development of plan and implementation of it.
3. Travel for purposes of meetings necessary for the development and implementation of the Home Energy Rebate programs. Any out-of-state travel must be approved in writing by the IOED Executive Director.
4. The Contractor may be required to enter into subcontracts with various vendors and entities to successfully carry-out program execution.

e. Out of Scope:

1. The Contractor shall not submit the Applications, Plans, Implementation Blueprints, or other documents to DOE on behalf of IOED or the State.
2. The Contractor shall not serve as the Prime Applicant to DOE.