IRA ENERGY HOME ENERGY REBATE ORGANIZATIONS (HEROs)
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is effective as of _____, 2026 ("Effective Date") by and between Aptim Federal Services, LLC ("Aptim"), a Louisiana limited liability company with offices located at 1 South Pinckney Street, Suite 340, Madison, WI 53703, in its role as Administrator for Focus on Energy (hereinafter referred to as "Administrator") and **NAME OF HERO**, a _____organization, having its principal office located at _____(hereinafter referred to as "Vendor"). Capitalized Terms not otherwise defined shall have the meaning provided in the Focus on Energy *Policy Manual* available at www.focusonenergy.com/administrative-resources.

- The Inflation Reduction Act Home Energy Rebate ("**IRA**") Programs (herein after referred to as the "Program(s)") are delivered through FOCUS ON ENERGY® ("Focus"). These Programs will deliver rebates to residential property owners in the State of Wisconsin. The Programs consist of the Home Efficiency Rebates Program ('HOMES") and the Home Electrification and Appliance Rebates Program ("HEAR").
- APTIM is the contractor selected by the Public Service Commission of Wisconsin ("Commission") (to administer these Programs (the "**Administrator**"). Except where explicitly stated otherwise in these Terms and Conditions, "Focus on Energy" or "Focus" shall refer to the Administrator in its capacity as the responsible party for administering the Programs and shall also include any of Administrator's implementers or subcontractors assisting with the administration and implementation of the Programs, and the Commission.
- The U.S. Department of Energy ("**DOE**") is the federal agency funding the IRA Programs.
- The Public Service Commission of Wisconsin is the independent state agency that regulates Wisconsin utilities and oversees Focus on Energy.
- CLEAResult Consulting Inc. is the contractor implementing the HOMES and HEAR Programs (the "**Implementer**").
- Home Energy Rebate Organization (HERO) is an approved **Vendor** to facilitate Program applications in its designated community of focus.

This Agreement consists of (1) this signature page, (2) the following additional Program terms and conditions and (3) each Exhibit and Addendum to this Agreement.

WE THE UNDERSIGNED PARTIES AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT.

	VENDOR	ADMINISTRATOR
By:	**NAME OF HERO**	**Aptim Federal Services, LLC.,** in its capacity as Program Administrator
Date:		
Signature:		
Name:		**Erin Soman**
Title:		**Director, Focus on Energy**
Address:		1 S. Pinckney Street, Suite 340 Madison, WI 53703
Phone:		608-888-6943
Email:		Erin.soman@focusonenergy.com compliance@focusonenergy.com

1. SERVICES: Vendor agrees to perform for the Administrator the services described in the attached Exhibit B ("Services"), all in accord with these terms and conditions and the federal flow down terms in the attached Exhibit A. Unless otherwise provided in Exhibit B, following receipt of a deliverable or performance of Services, Administrator shall have at least 15 business days ("Review Period") to review and accept such Services. If Administrator identifies any nonconformity with respect to the Services within such Review Period, then, Vendor shall have no more than 10 days in which to remedy all material defects, after which, if such defects are not cured in Administrator's reasonable opinion, Administrator may, at its option, terminate this Agreement immediately without further payment obligation and receive a refund of any amounts already paid with respect to such Services.

2. FEES, INVOICES AND PAYMENTS: Administrator, in exchange for the Services rendered by Vendor pursuant to this Agreement and any accepted proposal, shall pay Vendor fees and expenses as identified in the applicable proposal. It is expressly agreed by and between Vendor and Administrator that the compensation established in the proposal shall be the total compensation due under that particular proposal. Administrator shall pay any invoice properly submitted by Vendor within 45 days after receipt. If there exists a good faith dispute with regard to an item appearing on an invoice, Administrator has the right to withhold such disputed amount while the parties attempt to resolve the dispute; provided that Administrator provides Vendor with notice of such dispute. Administrator's withholding of such disputed amount shall not constitute a breach of this Agreement, nor shall it be grounds for Vendor to suspend or terminate its performance of Services, so long as Administrator pays on a timely basis those amounts that are undisputed.

3. TERM: This Agreement shall commence on the Effective Date and shall continue for the period identified in Exhibit B (the "Term").

4. WARRANTY: Vendor warrants that:

a. All Services performed by Vendor pursuant to this Agreement shall be performed in a professional and workmanlike manner using due care and consistent with the standards of Vendor's industry, using appropriately trained and qualified personnel;

b. The Services shall conform in all respects to the specifications and requirements set forth in Exhibit B. If any of the Services fail to so conform, Vendor shall remedy such non-conformity in a prompt manner;

c. Vendor's performance of the Services shall not infringe any copyright, patent, trade secret or other intellectual property right of any third party; and

d. Vendor's performance of all the terms of this Agreement will not result in a breach of any agreement to keep in confidence proprietary information, knowledge or data acquired by Vendor in confidence or in trust.

5. CONFIDENTIALITY:

a. Obligation: Each party shall keep confidential and, except for the purpose of fulfilling its obligations or exercising its rights under this Agreement, shall not disclose to any third party for use for its own benefit or for the benefit of any third party, any Confidential Information of the other party. Each party shall limit access to Confidential Information to those of its employees or agents who have a need for such Confidential Information, and who are under a duty of confidentiality at least as restrictive as the confidentiality obligations set forth in this Agreement. Each party agrees that the specific terms of this Agreement are Confidential Information and will not be disclosed to third parties. "Confidential Information" means (1) program participant-specific information and databases comprised of such information and (2) any information provided or made available by a party that (a) is marked as proprietary or confidential; (b) is orally identified as being confidential, followed by written confirmation of confidentiality within 30 days of such verbal identification or (c) the receiving party knew or should have known under the circumstances was considered confidential or proprietary by the disclosing party.

b. Exclusions: The confidentiality obligations of this section shall not apply to information requested by the Commission, provided that the Commission affords the disclosed Confidential Information protection to the extent allowed by law. The above confidentiality obligations shall also not apply to information that (a) is or becomes generally known or available through no act or failure to act by the receiving party; (b) is already known by the receiving party at the time of receipt as evidenced by its records; (c) is furnished to the receiving party by a third party, as a matter of right and without restriction on disclosure; or (d) is disclosed with the written permission of the party providing the Confidential Information. In addition, the receiving party shall be entitled to disclose Confidential Information pursuant to a requirement of a governmental agency or law, provided that the receiving party, to the extent permitted by law, provides prompt written notice to the disclosing party of such requirement or law so as to afford the disclosing party an opportunity to intervene and oppose or limit disclosure and/or obtain a protective order.

- **Injunctive Relief:** The parties acknowledge that a breach or threatened breach of this Section by either of the parties may cause the non-breaching party to suffer irreparable harm and injury such that no remedy at law will adequately compensate the other party. Thus, the non-breaching party shall have the right to obtain injunctive relief with respect to such breach or threatened breach, in addition to damages and other remedies.

6. RIGHT TO USE INFORMATION AND DOCUMENTS: Vendor acknowledges that it shall acquire no rights of ownership in program databases, program participant information, customer usage information, and similar data developed or delivered in connection with program administered by Administrator, all of which shall be deemed to be Confidential Information for purposes of this Agreement.

7. RESEARCH REPORTS OR SIMILAR PUBLICATIONS: Any research report, conference presentation, journal paper or other similar publication prepared or released in written form by Vendor that identifies the Commission or relies on data acquired from Performance of this Agreement, shall be reviewed and approved by Administrator, in writing, prior to release. The Administrator shall not unreasonably withhold or delay approval.

8. INFORMATION TECHNOLOGY SYSTEMS: Vendor will implement security protocols consistent with those established in the *Policy Manual* and compliant with Privacy Laws for any Customer Information that comes under Vendor's control.

No software license purchase or IT systems development may occur by Vendor using Focus on Energy funds without a waiver being obtained from the Administrator.

a. Information Security Program

Vendor will ensure appropriate controls are in place to protect against unauthorized access and use of Customer Information. Per the terms of the *Policy Manual*, Vendor will require any persons it authorizes to have access to the Customer Information complete required Focus on Energy trainings and documentation.

Vendor shall have implemented and maintain an Information Security Program. The Information Security Program shall include, but not be limited to encryption, redaction, secure user authentication protocols, up to date firewall protection, physical safeguards, training, prohibition on saving Confidential Information on thumb drives, and any other necessary controls.

All Customer Information will be stored on Vendor's servers in the United States unless the Licensee gives prior written approval for storage outside the U.S.

Vendor shall designate one or more employees to maintain the Information Security Program.

Vendor shall monitor the effectiveness of the Information Security Program, to include, but not be limited to:

- Regularly testing, at least annually, or as otherwise required by the *Policy Manual*.
- Periodically identify and record reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of Confidential Information,
- Ensure appropriate safeguards are in place to control identified risks.
- Monitor and ensure that all Vendor staff comply with the Information Security Program.
- Review and update the Information Security Program at least annually or whenever there is a material change in its business practices or laws that may reasonably impact the Information Security Program.

Vendor shall implement policies related to collection, storage, access, transmission, transportation, and destruction of Confidential Information, including appropriate monitoring to ensure compliance with such policies and laws as part of its Information Security Program.

b. Notice of an Incident

Vendor shall notify Administrator in writing within 24-hours after becoming aware of the occurrence of any suspected Incident and shall strictly adhere to the *Policy Manual* and *Operational Procedures Guide* and guidance from the Administrator.

Vendor will investigate the reasons for, and circumstances surrounding the Incident and take necessary actions to prevent, contain, and mitigate the impact of the Incident. Vendor will collect and preserve evidence concerning the Incident, including documentation regarding incident response and remedial actions taken.

9. COMPLIANCE WITH PRIVACY LAWS: Vendor acknowledges that the data to which it will have access pursuant to this Agreement may contain Personal Information, the use of and access to which is subject to Privacy Laws. Vendor agrees to abide strictly by all such Privacy Laws pertaining to Personal Information, as they are promulgated and applied, currently and in the future, and to implement appropriate mechanisms to comply therewith as part of its Information Security Program. Furthermore, Vendor shall execute any and all agreements, notices, consents, and other

documents necessary for Administrator's, or Vendor's compliance with any Privacy Laws. If Vendor's use (whether directly or indirectly) of Personal Information is contrary to any Privacy Law or any of the restrictions set forth in this Agreement, Administrator shall have the right to terminate this Agreement for cause if such breach has not been cured within five (5) business days of receipt by Vendor of written notice and pursue any other legal and equitable remedies.

10. NO GIFTS OR GRATUITIES: Neither Vendor nor any of its employees or agents, shall give title to or possession of any gifts or gratuities of substantial value (i.e., in excess of $50) (including property, currency, travel/or education Programs) to any employee of the Administrator, or the Commission, during the term of this Agreement.

11. USE OF THE "FOCUS ON ENERGY®" NAME: The official name of Wisconsin's statewide energy efficiency and renewable energy resources Programs is "FOCUS ON ENERGY®." When including references to Focus on Energy, Vendor shall use the above-referenced Focus on Energy registered trademark name along with the approved logo and shall not publish any final material without the Administrator's approval. Vendor may share attribution with Focus on Energy in marketing material, or other published materials.

Upon approval from the Administrator, the Vendor may post the approved Focus on Energy logo on its respective website during the time it is under a contract to perform services for Focus on Energy. After the contract has terminated, and within 14 calendar days following termination, Vendor must provide the Administrator with written confirmation the Focus on Energy logo has been removed from published website locations.

12. CODE OF CONDUCT: Vendor is responsible for ensuring that all employees and agents always comport themselves with professionalism and courtesy while conducting IRA Program. This shall include, but is not limited to, ensuring neat and appropriate dress and grooming; absolutely no use of profanity or disrespectful speech or gestures under any conditions; and not criticizing IRA Programs or Focus on Energy programs, staff or activities in any manner that can be communicated to Customers or the public. Furthermore, Vendor shall strive to resolve differences in a respectful and fair manner. Vendor shall not give to or receive gifts, favors or compensation from Customers, or any other quid pro quo arrangement that is related to the IRA Programs or the Focus on Energy Program. Vendor shall not sell to Customers non-IRA/Focus on Energy products and services while interacting with Customers regarding such business.

13. PARTICIPATION IN COMMISSION AND LEGISLATIVE PROCEEDINGS: If requested by the Administrator or Commission, the Vendor shall provide data request responses, documentation and/or testimony at Commission and/or legislative proceedings on energy efficiency issues in its capacity as Vendor for the IRA Program(s) pursuant to the Scope of Work. Vendor's obligations pursuant to this Article shall survive for three (3) years following termination or expiration of this Agreement. Any requests shall provide reasonable and adequate notice, and requests for documentation or testimony shall be compensated at Vendor's then current rate, which shall not exceed the rates set forth herein by more than five percent (5%) per annum, plus any reasonable expenses at cost.

14. MEDIA APPEARANCES: In media dealings that involve IRA funded activities, the Vendor, and its subcontractors and Vendors, shall clearly state and identify that the activity or Program is funded by the U.S. Department of Energy pursuant to the Inflation Reduction Act of 2022 and the Programs are funded and managed as separate programs from Focus on Energy.

15. RECORDS AVAILABLE FOR AUDIT AND INSPECTION: Vendor shall maintain, accurate and complete records, books, documents, payroll papers, accounting records and materials, invoices, receipts, and other evidence pertaining to the costs it incurs under this Agreement and all transactions related hereto, or to the costs it incurs under this Agreement (collectively, and whether in tangible, digital or electronic form, the "Records"), under *Policy Manual* and with Generally Accepted Accounting Principles consistently applied, and to be retained throughout the term of this Agreement and for six (6) years following its termination or expiration.

Vendor shall make all such Records available upon request at reasonable times and from time to time during the Term of Agreement and for six (6) years thereafter for inspection by the Administrator or Commission, or any of their respective authorized representatives or agents.

If any litigation or claim begins on or before six (6) years after this Agreement terminates, the Records shall be retained by Vendor until all litigation or claims involving the Records have been resolved.

The provisions in this Article shall also apply upon expiration or termination of this Agreement.

Vendor must maintain sufficient segregation of Records from other projects or Programs. These obligations pursuant to this Article shall survive termination or expiration of this Agreement for a period of six (6) years after the termination or expiration of this Agreement. This Article shall survive the term of this Agreement.

If, pursuant to this Article, Vendor receives a request for Records during the Term of Agreement, for six (6) years thereafter, or after all litigation or claims, whichever is later, Vendor shall provide the request to Administrator with a proposed not-to-exceed budget for responding to the request for Records for Administrator review and approval. Vendor may invoice Administrator for costs associated with responding to a request for Records during the Term of Agreement if these costs do not exceed the approved Total Contract Budget Amount. The budget for responding to a request for Records shall not increase the Total Contract Budget Amount.

Vendor shall provide financial records listed above upon request no later than five (5) Business Days after request.

16. INSURANCE: Vendor shall provide and maintain in full force and effect at no cost to the Administrator the following insurance coverage with limits as indicated, which may be revised by Administrator if required by state or federal law, at all times during the term of Agreement:

a. Vendor shall maintain **Worker's Compensation** and **employer's liability** insurance as required by law in the state in which Services are being performed as described below:

(1) The employers' liability limits shall be one million dollars ($1,000,000) each accident for bodily injury by accident, or one million dollars ($1,000,000) each employee and policy for bodily injury by disease.

b. Vendor shall maintain **commercial general liability (CGL)** insurance or its equivalent satisfactory to the Administrator and, if necessary, commercial umbrella or excess insurance with a total limit of $1,000,000 each occurrence, with a $2,000,000 annual aggregate as described below. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Agreement.

(1) CGL insurance shall be written on an occurrence form and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Administrator and the Commission shall each be included as an additional insured using the current ISO endorsement or an equivalent form. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the Administrator and the Commission. There shall be no endorsement or modification of the insurance to make it excess over other available insurance; alternatively, if the insurance states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

c. Vendor shall maintain **automobile liability** insurance and, if necessary, commercial umbrella or excess liability insurance with a combined single limit (or equivalent) of $500,000 each accident as described below:

(1) Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

(2) The Administrator and the Commission shall each be included as an additional insured using the current ISO endorsement or an equivalent form as described in (b) above.

(3) Vendor's insurance shall be primary with respect to the Administrator and the Commission's insurance or self-insurance, and Administrator's policy shall not be written or endorsed contrary to this requirement.

d. Vendor waives the right of subrogation, and waives all rights against the Administrator and the Commission and its agents, officers, directors and employees for recovery of damages.

e. All insurance shall be placed and maintained with insurers authorized to do business in the state in which Services is being performed and that have an A.M. Best rating of A - VII or better, (or equivalent satisfactory to Administrator). Vendor agrees to furnish copies of any insurance policies for the Administrator if requested. Those policies may be redacted to prevent the disclosure of Confidential Information.

f. Vendor shall furnish the Administrator with duly executed Certificates of Insurance certifying that such insurance has been provided and that Vendor will give Administrator thirty (30) days' prior written notice of any material change in, or cancellation of, such insurance coverage. Such certificate shall also specify the dates when such insurance commences and expires. Certificates should be delivered pursuant to the notification process found in this Agreement.

g. Vendor agrees that such insurance shall be maintained throughout the entire Term of Agreement. New certificates shall be provided within two (2) weeks of the renewal date of any expiring insurance coverage giving evidence of continuing coverage subject to Administrator's withholding of any payments due to Vendor until such certificates are received. The failure of the Administrator and the Commission to obtain evidence of such insurance from Vendor before permitting Work to commence or continue shall not be deemed to be a waiver by the Administrator and the Commission, and the

Vendor shall remain under continuing obligation to maintain the insurance coverage.

h. Insurance policies of Vendor shall be on an occurrence basis.

i. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of Vendor for the Vendor's operations. These are solely minimum amounts and do not affect the rights of the Administrator and the Commission to further indemnification, nor do they limit the Vendor's liability.

17. ASSIGNMENT OF PERSONNEL; SUBCONTRACTING: Only Vendor and its employees shall perform the Services. Vendor shall not subcontract or reassign performance of the Services to any other person(s) or entity without Administrator's prior written consent

18. INDEMNITIES: Vendor shall indemnify and hold harmless the Administrator, Implementer, Subcontractors, the Statewide Energy Efficiency and Renewables Administration, Inc. (SEERA) and the Commission and all of their respective officers, members, directors and employees (the "Indemnified Parties") from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of Vendor, in performing Services under this Agreement. Vendor shall indemnify and hold harmless the Indemnified Parties from all suits, actions or claims of any character brought for or on account of any obligations arising out of Agreements between Vendor to perform services or otherwise supply products or services. Vendor shall expressly protect, indemnify, and hold harmless the Indemnified Parties from any and all claims, demands, suits, liability and expense by reason of injury to or death of any agent or employee of Vendor of any tier while performing Services under this Agreement, including claims, demands and actions founded upon or growing out of the claim or assertion that any Indemnified Party did not furnish or afford at such premises a safe place of Services or employment or requisite statutory safety in a public building, or were otherwise either solely or jointly negligent; Vendor further agrees to perform the Services in accordance with applicable safety rules and agrees to indemnify and hold harmless the Administrator and the Commission, their officers, agents, and employees from any civil penalties which may be assessed for violations of the Occupational Safety and Health Act of 1970 and any amendments thereto, or any standards, rules or orders promulgated, or regulations prescribed pursuant thereto, where such violations exist either solely or partially by reason of any acts or omissions of Vendor, its officers, agents, employees or, and all reasonable attorneys' fees and costs related thereto. Vendor shall defend, indemnify and hold harmless the Administrator and the Commission for any fraud, theft, stealing, diverting, embezzling, unlawful taking, unlawful distribution, computer fraud, forgery, voluntary parting, funds transfer, fraud or misappropriation of funds by Vendor or its agents, employees, affiliates, , and all reasonable attorneys' fees and costs related thereto.

EXCEPT AS SET FORTH BELOW, UNDER NO CIRCUMSTANCES WILL THE VENDOR, ADMINISTRATOR, THE COMMISSION BE LIABLE TO THE OTHERS FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, LOSS OF OPPORTUNITY, ETC. Notwithstanding the foregoing, this exclusion shall not be applicable to the Vendor in the event of the negligence, willful misconduct, misappropriation of funds or other activity against which the Vendor indemnifies the Administrator and the Commission under breach of confidentiality provisions set forth in this Agreement, by the Administrator or its officers, agents, employees, affiliates, and/or Subcontractors.

19. Conflict of Interest: Vendor, and their employees, may engage in business activities, other than those described directly below, if these activities do not create a conflict of interest with Performance of the Work. Vendor also affirms that it and its employees shall promptly and fully inform the Administrator and the Commission of any business activities and/or relationships that any person, fully acquainted with the circumstances, could reasonably conclude might unfairly advantage Vendor and its employees, and the Vendor agrees that it shall abide by the Commission's reasonable determination as to whether such activities or relationships fall within the terms of this Article. Vendor agrees, and will obligate its employees to discontinue any activity that the Commission determines to constitute a conflict of interest.

Vendor affirms that neither it nor its employees has or presently expects any beneficial, contractual or business relationship with the Administrator or Commission that will be directly affected by Vendor's Performance of the Work. Vendor further affirms that it, its employees shall not develop, pursue, or confirm any such beneficial, contractual, or business relationships with the above-mentioned Parties throughout the Term of Agreement, and for six (6) months thereafter, without the written permission of the Commission.

While conducting business on behalf of any organization other than the IRA Programs or the Focus on Energy Program, Vendor shall ensure that their time, travel and any other costs are not billed to either the IRA Programs or Focus on Energy.

No software license or IT systems development may be installed or conducted on systems owned by the IRA Programs or Focus on Energy or utilizing IRA/Focus on Energy data without a waiver being obtained from the Administrator.

20. Nondiscrimination/Affirmative Action: In connection with the performance of work under this contract, the Vendor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation as defined in Wis. Stat. § 111.32(13m), or national origin. This provision shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Vendor further agrees to take affirmative action to ensure equal employment opportunities.

Contracts estimated to be over fifty thousand dollars ($50,000) require the submission of a written affirmative action plan by the Vendor. An exemption occurs from this requirement if the Vendor has a workforce of fewer than fifty (50) employees. Within fifteen (15) working days after this Agreement is executed, the Vendor must submit the plan to the Commission for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

The Vendor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

Failure to comply with the conditions of this clause may result in the Vendor's being declared an "ineligible" contractor, termination of the contract, or withholding of payment.

21. GOVERNING LAW: This Agreement shall be governed, construed and enforced in accordance with the internal laws of the State of Wisconsin, without regard to any law of conflicts that may direct the application of the laws of another jurisdiction. Administrator and Vendor each hereby irrevocably submits itself to the original jurisdiction of the state and federal courts sitting in Madison, Wisconsin with regard to any controversy in any way relating to the execution, delivery or performance of this Agreement. Suits, claims or actions founded upon such controversies shall be brought or filed exclusively in such courts. The exclusive venue for any dispute or controversy arising under this Agreement shall be the Dane County, Wisconsin Circuit Court or the Federal District Court for the Western District of Wisconsin.

22. TERMINATION: Administrator may terminate this Agreement upon thirty (30) calendar days' written notice to Vendor. Termination may be for cause or without cause. In the event of a termination without cause, Vendor will be paid for all approved Services up to the date of termination.

23. ASSIGNMENT: Vendor may not assign, subcontract, pledge, transfer, or hypothecate this Agreement or any interest of Administrator herein, whether pursuant to a change of control, by operation of law or otherwise, including any interest in funds belonging to or which may accrue to Administrator, without the prior written consent of Administrator. This Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns.

24. MISCELLANEOUS:

a. ENTIRE AGREEMENT, PRECEDENCE, ACCEPTANCE MODIFICATIONS: The terms and conditions set forth herein constitute the entire understanding of the parties relating to the provisions of the Services by Vendor to Administrator. All previous proposals, offers, and other communications relative to the provisions of these Services by Vendor, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated by reference herein. Any modifications or revision of any provisions hereof or any additional provisions contained in any acknowledgement or other document issued by the Vendor is hereby expressly objected to by Administrator and shall not operate to modify the Agreement.

b. DISPUTES, ATTORNEY FEES: Any dispute regarding this Agreement or the Services shall be resolved first by exchange of documents by senior management of the parties, who may be assisted by counsel. Any thereafter unresolved disputes shall be litigated in the state whose law governs under Section 21 hereunder.

c. WAIVER OF TERMS AND CONDITIONS: The failure of Administrator or Vendor in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in the Agreement or the waiver by Administrator or Vendor of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

d. NOTICES: Any notices required hereunder may be sent by orally confirmed US Mail, courier service (e.g. FedEx), orally confirmed telecopy (fax) or orally confirmed email

(further confirmed by US Mail) to the addresses set forth on the Execution Page, page 1.

e. SEVERABILITY AND SURVIVAL: Each provision of this Agreement is severable from the others. Should any provision of this Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of this Agreement.

Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it valid and enforceable consistent with the parties' intent. The terms and conditions set forth herein shall survive the termination of this Agreement.

ATTACHMENT A
2 CFR PART 200 – PROVISIONS FOR COMMUNITY BASED ORGANIZATIONS (CBO)

1) Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that DOE financial assistance will be used to fund the Agreement. CBO will comply will all applicable federal law, regulations, executive orders, and DOE policies, procedures, and directives.

2) No Obligation by Federal Government: The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to Program Implementer, CBO, or any other party pertaining to any matter resulting from the Agreement.

3) Program Fraud and False or Fraudulent Statements or Related Acts: CBO acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to CBO's actions pertaining to this Agreement.

4) Lobbying:
   a) By accepting funds under this Award, the CBO agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

5) Publications:
   a) The CBO is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

   • Acknowledgment: "This material is based upon work supported by the U.S. Department of Energy's Office of State and Community Energy Programs (SCEP) under the IRA Home Energy Rebates Award Number DE-SE0000073."

   • *Abridged Legal Disclaimer:* "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

6) Supplies
   a) See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

7) Debarment and Suspension (Executive Orders 12549 and 12689):
   a) This Agreement is a covered transaction for purposes of 2 CFR 180 and 2 CFR 3000. As such CBO is required to verify that none of CBO, its principals, or its affiliates are listed on the governmentwide exclusions in the System for Award Management (SAM).
   b) CBO must comply with 2 CFR 180, part C and 2 CFR 3000, part C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
   c) This certification is a material representation of fact relied upon by Program Implementer. If it is later determined that CBO did not comply with 2 CFR 180, part C and 2 CFR 3000, part C, in addition to remedies available to Program Implementer, Program Administrator, and PSC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

8) Procurement of Recovered Materials:
   a) In the performance of this contract and in the execution of CBO's work under the contract, CBO shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule, meeting contract performance requirements, or at a reasonable price.
   b) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

9) Foreign National Involvement:
   a) If the CBO anticipates involving foreign nationals in the performance of an award, they may be required to provide DOE through the Program Administrator with specific information about each foreign national to satisfy requirements for foreign national participation.
   b) A foreign national is defined as any person who is not a U.S. citizen by birth or naturalization.
   c) The volume and type of information collected may depend on various factors associated with the award.

10) Record Retention
   a) Consistent with 2 CFR 200.334 through 200.338, CBO is required to retain records relating to this Award.

11) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
   a) As set forth in 2 CFR 200.116, CBOs are prohibited from obligating or expending project funds (Federal funds and recipient cost share) to:
      i) Procure or obtain;
      ii) Extend or renew a contract to procure or obtain; or

iii) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
   (1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
   (2) Telecommunications or video surveillance services provided by such entities or using such equipment.
   (3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

b) See Public Law 115-232, section 889 for additional information.

Applicable to contracts exceeding $10,000

12) **Affirmative Action and Pay Transparency Requirements**

All federally assisted construction contracts exceeding $10,000 annually will be subject to the requirements of Executive Order 11246:

(1) Recipients, subrecipients, and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.
(2) Recipients and Contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.
(3) Recipients, subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors, and subcontractors must take. See OFCCP's Technical Assistance Guide at:

https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec.

13) **Termination of Agreement**:

a) Termination at Will

i) The Program Administrator or PSC reserves the right to terminate this Agreement at any time, for any reason, or for no stated reason, by a written notice to the CBO not less than sixty (60) calendar days in advance of termination. Upon any such termination, the Program Administrator or PSC's liability shall be limited to the undisputed, actual costs incurred by the CBO in carrying out the Work prior to the date of the termination plus any reasonable termination expenses. Termination expenses for which reimbursement may be appropriate are those expenses having prior written approval of the Program Administrator or PSC and may include reasonable and necessary expenses relating to concluding outstanding obligations under the Agreement such as completing administrative duties.

ii) Reimbursable termination expenses shall not include, without limitation, legal fees, costs, or expenses incurred in disputing or litigating any claims arising from or relating to this Agreement or its termination or any alleged breach of the Agreement.

iii) The CBO may request, in writing, to terminate this Agreement. At its discretion, the Program Administrator or PSC may approve any such termination request. If the termination request is approved, the Program Administrator or PSC and the CBO shall mutually agree upon the termination date.

b) Termination for Cause

The Program Administrator or PSC may terminate this Agreement if, through any cause, the CBO fails to fulfill its material obligations hereunder in a timely and proper manner or violates any of the material provisions of this Agreement. The Program Administrator or PSC shall give the CBO thirty (30) calendar days' written notice of its intent to terminate under this provision (provided that if the basis for the notice is a material or repeated failure or breach, the Program Administrator or PSC may terminate upon written notice). The Program Administrator or PSC shall in any such written notice identify the grounds for proposed termination and grant the CBO a reasonable opportunity to respond which shall not be less than five (5) business days (provided that if the proposed termination is based on a material or repeated failure or breach, the Program Administrator or PSC shall not be required to allow a right to respond). Upon termination under this provision, the Program Administrator or PSC's liability to the CBO shall be limited to the actual costs the CBO has incurred in carrying out the Work as of the date of termination.

c) Termination – Inadequate Appropriations

Program Administrator and PSC reserve the right to terminate this Agreement in whole or in part without penalty due to non-appropriation of necessary funds by the Legislature or Department of Energy.

Applicable to contracts exceeding $100,000

14) **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352):

a) CBOs who apply or bid for an award exceeding $100,000 shall file the required certification found at APPENDIX A, 44 C.F.R. PART 18.

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352.

Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

d) Such disclosures are forwarded from tier to tier up to the non-Federal award.

Applicable to contracts exceeding $150,000

15) **Clean Air Act** (42 U.S.C. 7401-7671q) and the **Federal Water Pollution Contract Act** (33 U.S.C. 1251-1387) as amended:

a) CBO agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

b) CBO agrees to report each violation to Program Implementer and understands and agrees that Program Implementer will, in turn, report each violation as required to assure notification to Program Administrator, the Public Service Commission (PSC), FOCUS ON ENERGY, the Department of Energy (DOE), and the appropriate Environmental Protection Agency Regional Office.

c) CBO agrees to include these requirements in each contract exceeding $150,000 financed in whole or in part with Federal assistance.

16) **Federal Water Pollution Control Act**:

1. CBO agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. CBO agrees to report each violation to Program Implementer and understands and agrees that Program Implementer will, in turn, report each violation as required to assure notification to Program Administrator, PSC, FOCUS ON ENERGY, DOE, and the appropriate Environmental Protection Agency Regional Office.

CBO agrees to include these requirements in each contract exceeding $150,000 financed in whole or in part with Federal assistance.