

## **Qualified Contractor Network Terms and Conditions**

As described in the Qualified Contractor Application ("Application"), these Qualified Contractor Network Terms and Conditions ("Terms and Conditions") shall apply to all projects that Qualified Contractors perform under the Indiana Energy Program ("IESP" or "Program") and shall be subject to the IESP Contractor Code of Conduct ("Code of Conduct") as defined in the Application. In addition to these Terms and Conditions, Qualified Contractors must follow and abide by all processes and requirements stated in the Contractor Participation Manual. Unless otherwise noted, all definitions contained in the Contractor Participation Manual apply to these Terms and Conditions. The Contractor Participation Manual can be found on the IESP website <https://indianaenergysaver.com/qualified-contractors/>.

## **TERMS and CONDITIONS**

### **1. Effective Date**

A Qualified Contractor's ability to participate in the program network will be effective as of the date the Qualified Contractor receives notice of an approved application ("Approval Notice"). Upon receipt of the Approval Notice, the Qualified Contractor is subject to these Terms and Conditions. An IESP Qualified Contractor's approval status is subject to renewal each year on the anniversary of the Approval Notice for an additional one-year period unless the Qualified Contractor indicates they no longer would like to participate or is otherwise suspended or terminated from the Program. Approval as a Qualified Contractor does not constitute any guarantee of work under the IESP.

### **2. Qualified Contractor is an Independent Contractor**

Being approved as a Qualified Contractor does not create an agency or contractual relationship between the Qualified Contractor and the State of Indiana, the IESP, the Indiana Office of Energy Development, EGIS, or any Implementation Contractor. The Qualified Contractor shall not represent that the services it provides, or the materials it uses, are in any way endorsed or approved by the State of Indiana, the Indiana Office of Energy Development, EGIS, or any Implementation Contractor.

### **3. Qualified Contractor Listing to IESP Website**

Once approved, the Qualified Contractor will be listed on the IESP website as a participating program partner.

### **4. Qualified Contractor Required Training**

Once approved, the Qualified Contractor will be provided with training materials and is required to participate in an initial IESP Qualified Contractor training webinar. The Qualified Contractor will need to participate in a re-certification process annually. Qualified Contractors may also be required to attend and pass additional training sessions as required by the IESP.

### **5. Disclaimers**

The IESP, the Indiana Office of Energy Development, the State of Indiana, EGIS, or any Implementation Contractor:

- (i) Do not endorse any particular trade ally, manufacturer, product, system, or design being offered as a rebate in the Program,
- (ii) Make no representation or warranty to the Qualified Contractor or any other person or party and assumes no liability to the Qualified Contractor or any other person with respect to the quality, safety performance, or other aspect and design, product, system, equipment, or appliance installed or received and expressly disclaims any such representations, warranties, and liability, including, but not limited to, any implied warranties or merchantability or fitness for purpose particular purpose,
- (iii) Are not responsible for the proper disposal/recycling of any waste generated by this project.

## **6. IESP Post Inspection and Verification Requirements**

The Qualified Contractor understands the Program will conduct inspections to verify the quality of completed work. Qualified Contractors must cooperate with inspections and verifications. If installation errors are found during the quality control review ("QC") by the IESP or the Implementation Contractor, the Qualified Contractor will be responsible for remedying all issues.

## **7. IESP Reporting Requirements**

The Qualified Contractor is responsible for all reporting as requested by the IESP. Reporting responsibilities may include, but are not limited to, financial management, customer engagement, compliance with labor standards, and the installation of products on the project. The IESP will provide contractors with training and the forms they must use for reporting.

## **8. Recapture of IESP Funds**

Qualified Contractors will support any and all recapture attempts of IESP funds. If the IESP determines a Qualified Contractor has been paid any amount to which the Qualified Contractor is not entitled, the Qualified Contractor agrees to repay the Program the amount received for work performed, including incentives, within 30 days after receipt of notice to repay the recapture amount.

## **9. Confirmation of Credentials**

The Qualified Contractor, having an approved application to participate in the Network, authorizes the Program to share and obtain information with certifying entities so the Program can validate the contractor's work quality and the contractor's certifications, registrations, and ability to undertake work on Federally funded projects, and validate work quality.

## **10. Licensing**

The Qualified Contractor must provide evidence of all required licensing as part of the application process. The Qualified Contractor is required to obtain and maintain any required federal, state, county, or municipal government licenses required for installing measures and shall not perform work for which they are not licensed if licensing is required. The Qualified Contractor will follow the steps outlined in the Contractor Participation Manual to document licensing to the IESP.

## **11. Permits**

The Qualified Contractor is required to obtain and comply with the terms of any required permits before starting work on any IESP project. The Qualified Contractor will follow the steps outlined in the Contractor Participation Manual to upload permits to the IESP system of record.

## **12. Codes**

All Qualified Contractors must undertake work in compliance with all applicable codes, regulations, laws, and standards in the jurisdiction where IESP work is located.

## **13. Termination**

The IESP may suspend or terminate a Qualified Contractor from participation in the Qualified Contractor Network for any reason, including not complying with the Terms and Conditions, making any material misrepresentations, poor performance, failure to follow the Code of Conduct, failure to comply with the Program standards, unresponsiveness, or inappropriate unethical behavior and conduct. Termination from the program will follow process outlined in the Contractor Participation Manual.

## **14. Insurance**

Qualified Contractors shall maintain commercial general liability insurance providing coverage for bodily injury, death, property damage, premise, products and completed operations with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Coverage shall continue for a period of two (2) years after the date that the Qualified Contractor no longer participates in the Program.

Qualified Contractors shall maintain automobile liability insurance with a combined single limit of \$1,000,000 and such coverage shall continue for a period of two (2) years after the date that the Qualified Contractor no longer participates in the Program.

Qualified Contractor commercial general liability policy and automobile liability insurance shall be endorsed to name the State of Indiana, the Indiana Office of Energy Development and EGIS BLN Consulting USA, L.L.C as additional insureds on a primary and noncontributory basis.

Qualified Contractors shall maintain Workers' Compensation coverage covering the obligations of the Qualified Contractor as required to meet all statutory requirements of IC § 22-3-2 with at least the minimum limits required by law.

Not less than 15 days prior to the date any policy furnished or carried pursuant to these Terms and Conditions will expire, the Qualified Contractor shall deliver to the Program a certificate(s) of insurance evidencing the renewal of such policy(s), and the Qualified Contractor shall promptly pay all premiums thereon due. No work shall be performed as part of the IESP, nor shall the Qualified Contractor be entitled to any payment without current insurance.

The Qualified Contractor shall immediately notify the Program of the occurrence of any accident, event or incident involving personal injury or property damage that might reasonably result in any complaint or claim, in law or in equity, against the Qualified Contractor, any non-Customer party, the Indiana Office of Energy Development, State of Indiana, or EGIS BLN Consulting USA, L.L.C.

## **15. Indemnification**

To the fullest extent permitted by law, the Qualified Contractor shall indemnify, defend and hold harmless the State of Indiana, the Indiana Office of Energy Development, EGIS BLN Consulting USA, L.L.C, and any Implementation Contractor and their subsidiaries, affiliates, suppliers, agents, officers, directors, employees, from all accidents, claims, judgments, liens, liabilities, losses, damages or injuries of any kind or nature whatsoever (including, without limitation, defects, personal or bodily injury, occupational injury or illness, arising out of related or related to any act or omission by the Qualified Contractor related to the Program or work, labor, services, or materials provided by Qualified Contractor as part of the Program (collectively, "Claims"), if the Claims are caused in part or in whole by a Qualified Contractor or anyone directly or indirectly employed by the Qualified Contractor or anyone for whose acts for which the Qualified Contractor may be liable.

## **16. Federal Requirements**

The Qualified Contractor is required to comply with all federal program requirements, shown on the IESP website <https://indianaenergysaver.com/DOE-Federal-Terms-and-Conditions>.