STATE OF INDIANA
OFFICE OF ENERGY AND DEFENSE DEVELOPMENT
GRANT 9-APE-009
EDS # A302-9-APE-009

This Grant Agreement, entered into by and between the Indiana Office of the Lieutenant Governor, Office of Energy and Defense Development (the “State”) and Bloomington High School South (the “Grantee”), 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 Grant Agreement.

The purpose of this Grant Agreement is to enable the State to award a grant of Eight Thousand Dollars and No Cents ($8,000.00) to the Grantee for eligible costs of the project (the “Project”) or services as described in Exhibits A and B of this Grant Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in Indiana Code 4-4-2.4 and 10 CFR 600 establishing the authority to make this Grant, as well as any rules adopted thereunder.

Grantee shall fully comply with the provisions of Exhibits C and D which detail requirements of U.S. Department of Energy. Exhibits C and D are attached hereto and fully incorporated by reference into this Grant Agreement.

2. Term.

This Grant Agreement shall commence on September 19, 2008, and shall remain in effect through December 31, 2010 (the “Expiration Date”). All work and services carried out under this Grant Agreement must be completed by May 31, 2009 (the “Completion Date”). All draw downs of grant funds must be submitted by May 31, 2009. In no event shall payments be made for work done or services performed after the Completion Date.

3. Design and Implementation of Project.

The Grantee shall be solely responsible for the proper design and implementation of the Project as described in Exhibit A, attached hereto and incorporated fully herein. The Grantee agrees to complete the Project in accordance with the plans and specifications contained in its application which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

4. Monitoring Reviews by the State.

The State may conduct an on-site monitoring review of the Project. Such monitoring review will document the following:

A. Whether Project activities are consistent with those set forth in Exhibit A, the grant applications, and the terms and conditions of the Grant Agreement.

B. A complete, detailed analysis of actual state, local and/or private funds expended to date on the Project and conformity with the amounts for each budget line item as set forth in Exhibit A, attached hereto and incorporated herein.
C. A detailed listing of all Project costs by project budget line item which are accrued yet unpaid, if any.

D. A written evaluation as to the Grantee’s timely progress in project management, financial management and control systems, procurement systems and methods, and performance relative to timely submission of project reports.

5. Payment of Grant Funds by the State.

The payment of this Grant by the State to the Grantee shall be made in accordance with the following schedule and conditions:

A. This Grant Agreement must be fully executed.

B. All the evidentiary materials required by Exhibit A, attached hereto and incorporated herein, must be submitted to and approved by the State.

C. Any other grant conditions must be met to the State’s satisfaction.

D. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State’s determination that the Grantee’s performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

E. Unless authorized by statute and previously agreed, all payments will be made in arrears only upon presentation of approved and signed State of Indiana Claim Vouchers. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.

F. If advance payment of a portion of the grant funds is permitted by statute, and the State agrees to provide such advance payment, it shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures.

G. The Grantee shall submit to the State written progress reports until the completion of the project. These reports shall be submitted on a quarterly basis. These reports must detail progress made toward the completion of the Project described in Exhibit A.

H. If this Grant Agreement is terminated by either party prior to the Expiration of this Grant Agreement, the State may promptly conduct an on-site monitoring of the Project and complete a Project monitoring report.

I. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to impose sanctions against the Grantee including, but not limited to, suspension of all grant payments, and/or suspension of the Grantee’s participation in State grant programs until such time as all material breaches are cured to the State’s satisfaction. Sanctions may also include repayment of all State funds expended that are not in the scope of this Project or the Budget.

J. All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution.
designated by the Grantee in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Grant except as permitted by IC 4-13-2-20 or by the statute authorizing this Grant.

6. Audits and Maintenance of Records.

Grantee shall submit to an audit of funds paid through this Grant Agreement, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

Following the expiration of this Grant Agreement, the Grantee shall arrange for a financial and compliance audit of funds provided by State pursuant to this Grant Agreement if required. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The Grantee is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Grant Agreement. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Grantee’s fiscal year. Grantee agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Grantee, and not of a parent, member, or subsidiary corporation of the Grantee, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Grant Agreement and that the Grantee is not out of compliance with the financial aspects of this Grant Agreement.

Information for state and federal auditors is provided in Exhibit B, attached hereto and fully incorporated by reference into this Grant Agreement. Exhibit C also contains additional information concerning the applicability of audit requirements.

7. Project Budget and Budget Modification.

The approved Project Budget is set forth as Exhibit A of this Grant Agreement. The Grantee shall not spend more than the amount for each line item, as described in the Budget, without the prior written consent of a duly authorized representative of the State, nor shall the Project costs funded by this Grant Agreement and those funded by the local and/or private share be amended without the prior written consent of the State.

8. Statutory Authority of Grantee.

The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Grant, should a legal determination of its ineligibility be made by any court of competent jurisdiction.

9. Use of Grant Funds by Grantee.

The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with the Budget and for no other purpose.
10. Compliance with Laws.

A. The Grantee 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 Grant shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant require formal modification.

B. The Grantee 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., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at http://www.in.gov/ethics/. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant 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. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, further work or payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee 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 Grantee agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Grant.

E. If a valid dispute exists as to the Grantee’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 Grantee, the Grantee may request that it be allowed to continue, or receive work, without delay. The Grantee 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 Grantee warrants that the Grantee and its subgrantees, 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 Grant and grounds for immediate termination and denial of further work with the State.

G. The Grantee 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 Grantee and any principals of the Grantee certify that (A) the Grantee, 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 Grantee will not violate the terms of IC 24-4.7 for the duration of the Grant, even if IC 24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee (A) except for de minimis and nonsystematic violations, 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 Grant, even if IC 24-4.7 is preempted by federal law.

11. Drug-Free Workplace Certification.

The Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total Grant amount set forth in this Grant Agreement is in excess of $25,000.00, Grantee hereby further agrees that this Grant Agreement is expressly subject to the terms, conditions and representations of the following Certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all grants with and grants from the State of Indiana in excess of $25,000.00. No award of a grant shall be made, and no grant, purchase order or agreement, the total amount of which exceeds $25,000.00, shall be valid, unless and until this certification has been fully executed by the Grantee and made a part of the Grant Agreement as part of the Grant documents.

The Grantee 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 employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Grantee'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; and

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
Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and

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) take appropriate personnel action against the employee, up to and including termination; or (2) require 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.

12. Funding Cancellation.

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 Grant Agreement, it shall be canceled. A determination by the Director of the SBA that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

13. Information Technology Accessibility Standards.

Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: http://www.access-board.gov/508.htm.


Pursuant to the Indiana Civil Rights Law, specifically including 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 Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant 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 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”). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors agree to comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.
15. Notice to Parties.

Whenever any notice, statement or other communication is required under this Grant, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Office of Energy and Defense Development  
101 West Ohio Street, Suite 1250  
Indianapolis, IN 46204

B. Notices to the Grantee shall be sent to:

Bloomington High School South  
Attn: Cindy Kvale  
1965 South Walnut St.  
Bloomington, IN 47401


Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) This Grant Agreement, (2) Attachments prepared by the State, (3) Invitation to Apply for Grant; and (4) the Grant Application.

17. Renewal. – Intentionally omitted.

18. Termination for Convenience.

This Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.


I swear or affirm under the penalties of perjury that I have not altered, modified or changed the State’s Boilerplate grant clauses (as defined in the March 2008 OAG/IDOA Professional Services Contract Manual) in any way except for the following paragraphs:

6. Audits and Maintenance of Records. – Language added to identify federal funding source and requirements.
17. Renewal. – Intentionally omitted.
Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the Grantee, or that he/she is the properly authorized representative, agent, member or officer of the Grantee, that he/she has not, nor has any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Grant other than that which appears upon the face of this Grant.

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

<table>
<thead>
<tr>
<th>Bloomington High School South</th>
<th>(Where Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>Attested By:</td>
</tr>
<tr>
<td>Printed Name:</td>
<td></td>
</tr>
<tr>
<td>Title:</td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
</tbody>
</table>

Office of the Lieutenant Governor

Rebecca Skillman, Lieutenant Governor

Date: __________________________

Department of Administration

Carrie Henderson, Commissioner

Date: __________________________

State Budget Agency

Christopher A. Ruhl, Director

Date: __________________________

APPROVED as to Form and Legality:
Office of the Attorney General

(For) Stephen Carter, Attorney General

Date: __________________________
EXHIBIT A
SCOPE OF WORK

Bloomington High School South (BHSS), through the support of the Indiana Office of Energy Development and the Raymond Foundation, hopes to be the first public high school in Monroe County to install a grid-tied photovoltaic (PV) system. The original impetus for this project comes from the BHSS Solar Racing Team, which has a keen interest in promoting public awareness of solar/electric systems. The team already owns more than half (860 W) of the solar panels needed for this project.

This project will be a 1.5 kW roof-mounted PV array which will produce 2.18 MWh of electricity annually. The annual reduction in greenhouse gases will be equivalent to 2.23 tons of carbon dioxide. A display case in the Science Hallway will contain the inverter, other appropriate instrumentation, and weekly-updated charts of the electricity production. Other information about clean, renewable solar energy, as well as several types of solar panels, will also be displayed.

A website prominently linked to the BHSS homepage will be maintained with system performance data. The student body and community will have access to daily, weekly, monthly, and annual performance data. The students in Earth Science, Biomedical Science, Physics, and AP Physics classes will use this data for classroom activities and analyses, as shown in the Education Plan.

Education Plan:

Both the installation and the monitoring of the project will be an opportunity for student participation. Morton Energy has agreed to allow the AP Physics class (18 students) to construct the racks for holding the PV array and to help with the wiring of the panels. The actual connection to the grid would be done by the contractor. The inverter showing the energy production will be set in a display case in the science hallway of the school. The Earth Science, Biomedical Science, Physics, and AP Physics classes will have assignments using the data collected. More than half of the science faculty at BHSS would use the data in their class activities.

Earth Science classes will make short-term and long-term correlations between energy production and their own weather observations and with weather data generated by BHSS’s Weatherbug computerized weather data reporting system. Earth Science students will also use the data to complete activities based on the comparison of electricity generation by solar and fossil-fuel technology. Biomedical Sciences classes will use the carbon dioxide reduction data in their project on carbon footprints. Physics HD classes will draw comparisons between solar energy production and coal, nuclear, hydro-electric, and geothermal energy. Physics HD classes will use the data to calculate the array size needed to provide power for a hybrid car, an electric car, and the Tesla Roadster. They will also learn to calculate PV array sizes needed to support off-grid houses. Physics HD students this year, who learn to do these calculations, and who also sign up for AP Physics in 2009, will go to the Solar Decathlon in Washington, D.C. in October to examine off-grid solar houses constructed by college student teams. They will be expected to draw comparisons between our system and those of the off-grid houses.

Additional class activities for AP Physics are found at the U.S. Department of Energy and include: Photovoltaic Power Output & I-V Curves; Photovoltaic Orientation & Power Output; Irradiance, Temperature & PV Output; Series and Parallel Circuits; and Effect of Shading on a Photovoltaic Module. The system performance data will also be posted and stored online, on a website prominently linked to the BHSS home page. This website will be continually updated and will contain:

1. Home page with photos of system
2. Chart of kWmax vs. day of month
3. Chart of kWmax vs. time of day
4. Chart of kwh vs. day of month
5. Chart of kwh vs. time of day
6. System information
7. Performance summary (yearly report, carbon and green house gas reduction)
8. Photo gallery - including student participation in installation

The student body and the public will have access to this model for renewable energy production within the community.

Budget:

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Equipment</td>
<td>$14,520</td>
</tr>
<tr>
<td>2. Engineering</td>
<td>$0</td>
</tr>
<tr>
<td>3. Site Preparation</td>
<td>$0</td>
</tr>
<tr>
<td>4. Installation</td>
<td>$1,480</td>
</tr>
<tr>
<td>Total cost (1-4)</td>
<td>$16,000</td>
</tr>
<tr>
<td>OED Grant</td>
<td>$8,000</td>
</tr>
<tr>
<td>Applicant share (total cost – grant)</td>
<td>$8,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Source of applicant’s share</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Raymond Foundation</td>
<td>$8,000</td>
</tr>
</tbody>
</table>

Duties and Responsibility of Grantee:

1. Maintain communication with the State for the duration of the Grant. Grantee shall allow the State to conduct project site visits when given five (5) business days notice.

2. Funding credit shall be given to the Indiana Office of Energy & Defense Development and the U.S. Department of Energy on any materials developed, reports/presentations given or published, and, if applicable, on any conference/workshop promotions. All material shall contain the following: “This publication was prepared with the support of the U.S. Department of Energy (DOE) and the Indiana Office of Energy & Defense Development (OED). However, any opinions, findings, conclusions, or recommendations expressed herein are those of the authors and do not necessarily reflect the views of DOE and OED.”

3. List the “Indiana Office of Energy & Defense Development” as a sponsor on grantee website, educational and marketing materials, and at grantee events. Grantee shall use the logo provided by the Indiana Office of Energy & Defense Development. Grantee shall display any signage provided by OED that identifies OED as a sponsor in the project. Signage shall be displayed in a prominent location where visitors will be likely to see it.

4. Provide the State with an update on the project in quarterly reports. Reports detail activities and results for the time specified, and include information about grant monies received, energy/environmental benefits, community benefits, and a narrative depicting the project’s progress. Grantees are required to submit quarterly reports until the date that denotes the end of the contract time frame.

5. Provide the State with a final report. Final reports are required by each grantee within 30 days after the contract’s expiration date. These reports are formatted in the same manner as quarterly reports, and indicate the culmination of all work performed by the grantee in exchange for grant awards. The close out stage will not commence until the final report is received.
EXHIBIT B

In accordance with the rules governing the administration of federal programs, the following information is provided to the Grantee for tracking of federal funds and to allow State or Federal examiners to identify the origin of federal funding:

CFDA No.: 81.041
TITLE: State Energy Program
AWARD No.: NT43163-9-APE-009
FEDERAL AGENCY: U.S. Department of Energy (DOE)
STATE: Office of the Lieutenant Governor

EXHIBIT C
OTHER TERMS AND CONDITIONS

Grantees should refer to the regulations cited below to determine the certification to which they are required to attest. Grantees should also review the instructions for certification included in the regulations before signing this Grant Agreement. Signature of this Grant Agreement provides for compliance with certification requirements under 34 CFR Part 82, “New Restrictions on Lobbying” and 34 CFR Part 85, “Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirement for Drug-Free Workplace (Grants).” This certification shall be treated as a material representation of fact upon by the Grantee, and is required as a prerequisite for entering into this transaction.

I. LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

II. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

(1) The Grantee certifies to the best of its knowledge and belief, that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions by any Federal department or agency;

(b) have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the primary Grantee is unable to certify to any of the statements in section II (1), Grantee shall provide a written explanation to the Office of Energy and Development immediately.

III. LOBBYING DISCLOSURE ACT OF 1995, SIMPSON-CRAIG AMENDMENT

Applicant organizations which are described in section 501(c)(4) of the Internal Revenue Code of 1986 and engage in lobbying activities after December 31, 1995, shall not be eligible for the receipt of Federal funds constituting an award, grant, or loan. Section 501(c)(4) of the Internal Revenue Code of 1986 covers:

Civic leagues or organizations not organized for profit but operated exclusively for the promotion of social welfare, or local associations of employees, the membership of which is limited to the employees of a designated person or persons in a particular municipality, and the net earnings of which are devoted exclusively to charitable, educational, or recreational purposes.

(Public Law 104-99, January 26, 1996)], lobbying activities is defined broadly. (See section 3 of the Act.)

The Grantee certifies, to the best of his or her knowledge and belief, that: it IS NOT an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; OR that it IS an organization described in section 501(c)(4) of the Internal Revenue Code of 1986, which after December 31, 1995, HAS NOT engaged in any lobbying activities as defined in the Lobbying Disclosure Act of 1995, as amended.

IV. ADDITIONAL AUDIT REQUIREMENTS FOR GRANTEES THAT EXPEND OVER $500,000 IN FEDERAL AWARDS PER YEAR

Any grantee expending Five Hundred Thousand Dollars ($500,000) or more in Federal awards per year must have an audit made for that year by an independent auditor. For-profit organizations should consult 10 CFR 600.316 for guidance. Non-profit organizations, institutions of higher education, and local governments should consult the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations” for guidance.

EXHIBIT D
U.S. DEPARTMENT OF ENERGY
ASSURANCE OF COMPLIANCE
NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS


I. Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved, with Federal assistance extended to the Grantee by the Department of Energy, this assurance obligates the Grantee for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Grantee for the period during which the Federal assistance is extended to the Grantee by the Department of Energy.
II. Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Grantee’s employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department, the Grantee agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

III. Subrecipient Assurance

The Grantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, the subrecipient shall be required to sign a written assurance form, however, the obligation or both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

IV. Data Collection and Access to Records

The Grantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Grantee’s receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to, the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age, and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age, and disability, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Grantee agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Grantee from the use of Federal assistance funds extended by the Department of Energy, Facilities of the Grantee (including physical plants, building, or other structures) and all records, books, accounts, and other sources of information pertinent to the Grantee’s compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer of employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U.S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereto, to the Grantees by the Department of Energy, including installment payments on account after such data of application for Federal assistance which are approved before such
date. The Grantee recognizes and agrees that such Federal assistance will be extended in reliance upon the representation and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, the successors, transferees, and assignees, as well as the person(s) whose signature appears on this Grant Agreement and who are authorized to sign this assurance on behalf of the Grantee.

Grantee certifies by signing this Grant Agreement that it has complied, or that, within ninety (90) days of the date of this grant, will comply with all applicable requirements of 10 C.F.R. § 1040.5. A copy will be furnished to Grantee upon written request to the Office of the Lieutenant Governor, Office of Energy and Defense Development.
AUTOMATED DIRECT DEPOSIT
AUTHORIZATION AGREEMENT
State Form 47551 (R4/3/07)
Approved by State Board of Accounts, 2007

☐ Add Deposit  ☐ Change Deposit  ☐ Stop Deposit

Name of Person who prepared this request.
Name: 
Daytime Telephone Number: 

THIS FORM APPLIES TO YOU, IF YOU ARE:

1) A person, business, or other entity who has a contract with the state; or
2) A person, business, or other entity who submits an invoice to the state; or
3) A state employee who seeks reimbursement for travel expenses incurred while traveling on state business.

Indiana law (I.C. 4-13-2-14.8) requires that YOU receive PAYMENT(S) by means of electronic transfer of funds.

INSTRUCTIONS:
1. Complete Section 1 below.
2. Have your financial institution complete Section 2 and return it to you.
3. File the completed form with the Indiana Auditor of State, 200 W. Washington St., Room 240, Indianapolis, IN 46204-2728.
4. Retain a copy of the completed form for your records.

You are responsible for insuring that this form was approved and instructions above are followed. By signing this form, you represent that it is understood by all parties that, if approved:
1. The State of Indiana must initiate credits (deposits) in various amounts, by electronic transfer of funds through automated clearing house (ACH) processes, to the below listed checking (demand) or savings account designated in the financial institution named below.
2. If necessary, you will accept reversals from the State for any credit entries made in error to a bank account per National Automated Clearing House Association (NACHA) regulations.
3. You may only revoke this request and authorization by notifying the Auditor of State in writing, at the above address, at least fifteen (15) days before the effective date of revocation.
4. Any change to the account or to a new financial institution will require a new State of Indiana Automatic Direct Deposit Authorization Agreement. Failure to timely notify the Auditor of State of an account change will delay payment.
5. The State of Indiana and its entities are not liable for late payment penalties or interest if you fail to provide information necessary for an electronic funds transfer and/or you do not properly follow the Instructions above.

SECTION 1:  

AUTHORIZATION

According to Indiana law, your signature below authorizes the transfer of electronic funds under the following terms:

Financial Institution: _____________________________
Account Number: _____________________________

Type of Account: 
☐ Checking (Demand) 
☐ Savings

Printed Name (as shown on the account): _____________________________
Address (number and street, and/or PO Box no.): _____________________________
Signature of Account Holder: _____________________________

SECTION 2:  

FINANCIAL INSTITUTION'S APPROVAL

The financial institution identified below agrees to accept automated deposits under the terms set forth herein:

Name of Financial Institution: _____________________________
Telephone: (________ ) _____________________________

Address: _____________________________
Number and Street, and/or P.O. Box No. _____________________________
City, State, and Zip Code (00000-0000) _____________________________

Date  _____________________________
Financial Institution's Authorized Signature: _____________________________

ABA Transit-Routing Number: _____________________________
Title: _____________________________
For Official Use Only: Grantee Name: 

Project I.D.: 

Grant I.D.: 

<table>
<thead>
<tr>
<th>AUTHORIZED SIGNATURES FOR PAYMENT REQUEST:</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Office of Energy and Defense Development must have on file the following signatures before any funds can be drawn.</td>
</tr>
<tr>
<td>Please list at least two (2) persons who will be authorized to sign payment requests against state funds on behalf of the grantee.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Person 1:</th>
<th>Person 2:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
<tr>
<td>Typed Name</td>
<td>Typed Name</td>
</tr>
<tr>
<td>Typed Title</td>
<td>Typed Title</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ATTESTATION OF SIGNATURES:</th>
</tr>
</thead>
<tbody>
<tr>
<td>I certify that the above signatures are of the individuals authorized to request payments. (The following signature may be that of Legal Counsel OR a Notary.)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Legal Counsel:</th>
<th>Notary:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
<tr>
<td>Typed Name</td>
<td>Typed Name</td>
</tr>
<tr>
<td>Attorney Number</td>
<td>Typed Title</td>
</tr>
<tr>
<td>Date</td>
<td>County of Residence</td>
</tr>
<tr>
<td>Please place notary seal here:</td>
<td></td>
</tr>
<tr>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>[ ]</td>
<td>[ ]</td>
</tr>
</tbody>
</table>
# Taxpayer Identification Number Request

**State of Indiana**

**W-9**

**Print or Type**

<table>
<thead>
<tr>
<th><strong>Legal Name</strong></th>
<th>(OWNER OF THE EIN OR SSN AS NAME APPEARS ON IRS OR SSN RECORDS)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Trade Name</strong></td>
<td>Complete only if doing business as (D/B/A)</td>
</tr>
<tr>
<td><strong>Remit Address</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Purchase Order Address - Optional**

**Check legal entity type and enter 9 digit taxpayer Identification Number (TIN) below:**

<table>
<thead>
<tr>
<th><strong>Legal Entity Type</strong></th>
<th><strong>TIN</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Individual</strong></td>
<td>(Individual's SSN)</td>
</tr>
<tr>
<td><strong>Sole Proprietorship (Owner's SSN or Business EIN)</strong></td>
<td>SSN</td>
</tr>
<tr>
<td><strong>Partnership</strong></td>
<td>(Partnership's EIN)</td>
</tr>
<tr>
<td><strong>Estate / Trust</strong></td>
<td>(Legal Entity's EIN)</td>
</tr>
<tr>
<td><strong>Other</strong> (Limited Liability Company, Joint Venture, Club, etc)</td>
<td>(Entity's EIN)</td>
</tr>
<tr>
<td><strong>Corporation</strong></td>
<td>(Corp's EIN)</td>
</tr>
<tr>
<td><strong>Government</strong> (or Government operated entity)</td>
<td>(Entity's EIN)</td>
</tr>
<tr>
<td><strong>Organization Exempt from Tax under Section 501(a)</strong></td>
<td>(Org's EIN)</td>
</tr>
</tbody>
</table>

**Check here if you do not have a SSN or EIN but have applied for one.**

**Under penalties of perjury, I certify that:**

1. The number listed on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me) AND
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, and acquisition or abandonment of secured property, contribution to an individual retirement arrangement (IRA), and payments other than interest and dividends.)

**CERTIFICATION INSTRUCTIONS:** You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.

**THE IRS DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.**

I am a U.S. person (including a U.S. resident alien).

**NAME (Print or Type)**

**AUTHORIZED SIGNATURE**

**Agency**

**DATE**

**PHONE**

**Agency use only 1099**

**Approved by:**
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Purpose of form: We are required to file an information return with the IRS and must get your correct taxpayer identification number (TIN) to report our payments to you.

Use Form W-9 on the reverse side, if you are a U.S. person (including a U.S. resident alien), to give us your correct TIN and, when applicable to:

1. Certify the TIN you are giving is correct.
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are an exempt payee.

If you do not provide us with the information, your payments may be subject to 31% federal income tax backup withholding. Also, if you do not provide us with this information, you may be subject to a $50 penalty imposed by the Internal Revenue Service per I.R.C. 6723.

Federal law on backup withholding preempts any state and local law remedies, such as any rights to a mechanic’s lien. If you do not furnish a valid TIN, or if you are subject to backup withholding, the payer is required to withhold 31% of its payment to you. Backup withholding is not a failure to pay you. It is an advance tax payment. You should report all backup withholding as a credit for taxes paid on your federal income tax return.

Specific Instructions: Enter your legal name on that line. Your legal name is the one that appears on your Social Security Card or your Employer Identification Number if a business. If you are a sole proprietor, then your legal name is the business owner’s name. If you have a “doing business as” (d/b/a) name, enter on the trade name line. Enter your remit address on the next line, and if you have a separate address for purchase orders enter that address on the appropriate line.

Next select the organization type for your name, check the box, and record the appropriate taxpayer identification number (TIN) in the space provided. Notice that individuals and sole proprietors are the only types with a social security number. If you are a corporation or an exempt 501(c)(3) organization, you must answer yes or no on legal and medical services. If you are a sole proprietor you must show the business owner’s name in the legal name box and the business name in the trade name box. You cannot use only the business name. For the TIN, you may use either the individual’s SSN or the employer identification number (EIN) of the business. However, the IRS prefers that you show the SSN.

Finally, complete the certification section, sign and date the form.

If you are a foreign person, use the appropriate Form W-8.