



Internet Bidding Service
Order Form

Order Date:	Ordered by:
Name of Participant:	
Phone:	Fax:
Address:	
Shipping Address:	
ATTN:	

Description	Number of Transactions (Minimum Required)	Fee
Internet Biding Service – Annual Contract	six	\$2,100
Additional Transactions	each	\$350
Customized Bid Document	each	Per NWC Estimate
TOTAL DUE NOW:		\$2,100
(Payment completes this form)		

Approved: _____

Date: _____

Printed Name: _____

Title: _____

1. The Participant must enter into a contract with National Weatherization Corporation, for a minimum of 6 transactions (\$2,100.00) to be completed within a 12 month time period. Payment of this amount is due upon execution of the contract.
2. A transaction occurs when the Participant posts an invitation to bid through NWC on Bid Express and when that bid closes successfully.
3. Use of NWC's Uniform Bid Document is included at no additional charge. A Participant may request a customized bid document to be developed by NWC at prevailing NWC rates.
4. Transactions above six (6) in an annual contract period will be billed by NWC to Participant at a fee of \$350.00 per transaction. Billing will be monthly in arrears. Participant will have thirty (30) days to pay undisputed bills.
5. The NWC Internet Bidding Service will be activated upon receipt of a fully executed Agreement, and upon receipt of payment.

**Fax Completed Contract to:
877-739-3934**

THIS INTERNET BIDDING SERVICE Contract (hereinafter "Contract") is made this _____ day of _____, _____, by and between _____, a Participant in the in the State of _____ (hereinafter "STATE"), whose address is _____ (hereinafter "Participant"), and the **National Weatherization Corporation.**, (hereinafter "NWC") a Virginia corporation, whose address for the purposes of this Contract is at 512 North Washington Street, Alexandria, VA 22314

I. Term:

The Term of this Contract is from _____ to _____. Subject to Participant's rights under Section XII below, this Contract shall automatically renew four times for the subsequent fiscal years ("Renewal Term(s)" upon the same terms and conditions hereunder but at the transaction fee then in effect.

II. Definitions:

- a. Participant – The agency or organization entering into this Contract with National Weatherization Corporation.
- b. Internet Bidding Service – A service provided by NWC and supported by Bid Express that creates a virtual internet based marketplace for Participants to advertise and administer bids for Weatherization Assistance Program projects. Potential bidders and contractors use this marketplace to look for projects and respond to Participant's bids.
- c. Potential Bidders/Contractors – Companies who perform weatherization services and are seeking business from Participants.
- d. Qualified Bidders/Contractors – Companies who are certified by NWC to have met State requirements to perform services under the Weatherization Assistance Program.
- e. IBS Administrator –The Participant's employee or representative designated by the Participant as the primary interface with NWC for the administration of Internet Bidding Services.
- f. User ID and Password – Identifying information assigned by NWC to Participant for use in securely accessing the web pages contained as part of the Internet Bidding Service.
- g. Transaction – A transaction occurs when a Participant posts a bid using the Internet Bidding Service and that bid closes successfully.
- h. Uniform Bid Document – A uniform document developed by NWC that is used by Participants to specify the Weatherization Assistance Program work they are putting out to bid.
- i. Weatherization Assistance Program – The federal government program designed to weatherize homes of qualified individuals by providing funding to States to administer locally.

III. NWC Scope of Services:

This Contract is for the purpose of providing Participant with Web-based access to NWC Internet Bidding Service supported by Bid Express including any updates, upgrades or revisions (collectively, the Software) provided under this Contract. NWC agrees to provide Participant with access, maintenance and related services (Services), as more specifically defined in Exhibit A. Subject to the terms and conditions of this Contract, during the term of this Contract, NWC will provide to Participant the NWC Services described in Exhibit A, or substantially similar services if such substantially similar services would provide Participant with substantially similar benefits.

IV. NWC Software Service and Documentation:

- a. NWC is the owner or exclusive licensor of NWC service and its associated written documentation and training program and materials (hereinafter "NWC Service and Documentation").
- b. Participant may, at its own expense, copy the NWC Service and Documentation, in whole or in part, as needed for the effective use and operation of the system, provided, however, that Participant shall reproduce NWC's trademark, copyright and other proprietary notices on all such copies, including diskettes and printed materials. Participant shall not distribute any copies of NWC documentation to any person or entity outside Participant's organization without the express written permission of NWC, as this is a right specifically reserved to NWC. In addition, Participant may not otherwise copy, license, sell, lease, transfer, distribute, modify, alter, reverse engineer, disassemble, or decompile any portion of the NWC Service and Documentation and must take all necessary steps to prevent others from doing so. Should Participant learn of any unauthorized use Participant shall immediately notify NWC. Upon any termination of this Contract, Participant shall immediately cease all use of the NWC Service and Documentation and must destroy, and certify the destruction of, all copies of the NWC Service and Documentation to NWC. Participant has no rights in the NWC Service and Documentation other than those set forth herein.
- c. NWC is the sole owner of its NWC website and domain name at *www.weatherizationcorp.com* and the contents therein, and of all software and intellectual property produced by NWC in the performance of its duties hereunder, including without limitation, information originated by NWC and information prepared by NWC from information provided by Participant or other Participants. NWC claims copyright and all other intellectual property rights under state and federal law to the information it owns at its NWC web site. Use of the website by Participant is set forth pursuant to the obligations and conditions set forth in Section VII.

V. NWC Support Services:

The NWC Support Services provided hereunder are subject to the following terms and conditions:

- a. IBS Administrator(s): Participant will designate, in writing, a person as "IBS Administrator" who will be responsible for coordinating technical problems and contacting NWC for telephone support. Participant may also designate one (1) person as "IBS Administrator Back-up. Prior to acting as a NWC Administrator, the individual must receive NWC training. These IBS Administrators may be changed from time to time upon written notice from Participant to NWC, and may assume duties upon completion of training. Participant agrees that all telephone support questions from Participant's individual potential bidders will be directed to the IBS Administrator. NWC technical support is not obligated to respond to inquiries from anyone other than a designated IBS Administrator. Participant agrees that direct support of, or contact with, the individual contractors or other employees of Participant is beyond the scope of the support services provided under this Contract. Violations of this provision may, in NWC's sole discretion, result in the imposition of NWC's current support service hourly fees for Participant's not on a support services plan. NWC agrees, however, to provide written notice to Participant of its intent to invoke such fees for subsequent violations of this provision.
- b. Telephone Support: NWC's technical support personnel will be available to designated IBS Administrators by telephone to answer questions and obtain assistance regarding the use of the most current version of the NWC Service released by NWC, and to help identify, verify, and resolve problems with the Service ("Telephone Support"). Telephone Support will be made available on Monday through Friday from 9:00 a.m. to 6:00 p.m., Eastern Time, holidays excluded. All costs of Telephone Support shall be borne by NWC and not by Participant, excluding communication carrier costs. During scheduled bid openings, Telephone Support, with prior notice of seven (7) business days, will be available until the bid opening is concluded. Prior notice is defined by the dates posted

on the Participant's Bid Opening Schedule. NWC's technical personnel will respond within twenty-four hours (24) of the initial call.

- c. New Releases: NWC will provide Participant access to any standard new versions of the NWC Service, if released by NWC on a general basis. All such new versions shall be subject to the terms and conditions of this Contract.
- d. NWC Electronic Signatures, Passwords: NWC will deliver, verify, and control electronic signatures. For the placement of content on the website by Participant, NWC will provide initial user ID's and passwords to access the NWC Service and internet site. After receipt and initial log-on, Participant is responsible through its designated NWC Administrators for a user ID and password administration for all of Participant's authorized users under this Contract.

VI. *Fees and Billing.*

- a. Fees: An Annual Subscription Fee of \$_____ entitles Participant to the Internet Bidding Services outlined in this CONTRACT and further described in Exhibit A. Services includes up to six (6) transactions using NWC's Uniform Bid Document. Additional bid events and/or the development of a customized bid document are additional services to be billed to Participant at the then customary rates of NWC.
- b. Invoicing: The Annual Subscription Fee is due and payable on the effective day of this CONTRACT. NWC will invoice Participant on a monthly basis in arrears for no more than \$_____ US Dollars per Transaction for all Transactions above six in a contract year. Transaction is defined as the passing of the posted date of the advertisement and the passing of the bid due date and time. NWC reserves the right to change the fees chargeable to the Participant for the NWC Service or various components thereof upon notice of not less than ninety (90) days to Participant. Participant may be charged a reasonable fee for training activities or assistance with the placement of Participant data upon the web site, provided a written Contract is reached concerning such fees. Reasonable fees shall be charged to non- Participant Contractors of the internet services, including fees for the establishment of electronic signatures and NWC Service, upon such terms and conditions as NWC may determine. From time to time, NWC agrees to review its Contractor fees with Participant to assess the availability of access by all qualified potential Contractors for Participant contracts, but NWC shall be solely responsible for determining fees charged for the use of the NWC Service.
- c. Payment of Fees: All fees to be charged to Participant shall be invoiced on a monthly basis, with the exception of the Annual Subscription Fee, unless otherwise agreed. Unless Participant disputes invoice within five (5) business days, payment is due in thirty (30) days. Interest shall be charged at a rate of one percent (1%) per month until any undisputed invoice unpaid for more than 30 days.
- d. Taxes. All payments required by this Contract are exclusive of all national, state, municipal or other governmental excise, sales, value-added, use, personal property, and occupational taxes, excises, withholding taxes and obligations and other levies now in force or enacted in the future, all of which Participant will be responsible for and will pay in full, except for taxes based on NWC's net income.

VII. *Participant 's Obligations.*

- a. Compliance with Law and Rules and Regulations. Participant agrees that Participant will comply at all times with all applicable laws and regulations and NWC's general rules and regulations relating to its provision of NWC Service as stated herein, or as may be published from time to time by NWC. Participant acknowledges that NWC exercises no control whatsoever over the content of the information passing through its sites containing the Participant Area and equipment and facilities

used by NWC to provide NWC Service ("Internet Data Centers"), and that it is the sole responsibility of Participant to ensure that the information it transmits and receives is accurate and complies with all applicable laws and regulations.

- b. Participant 's Costs. Participant agrees that it will be solely responsible, and at NWC's request will reimburse NWC, for all costs and expenses as set forth in Section V.
- c. No Competitive Services. Participant may not at any time permit any NWC Service to be utilized for the provision of any services that compete with any NWC services, without NWC's prior written consent
- d. Participant shall be responsible for the content and accuracy of all information it posts on the NWC website.
- e. Participant shall provide the information (e.g., bid requirements, contract specifications, and so forth) required for each package, project or item to be bid to NWC not later than five (5) business days prior to the beginning of the required notice period for the package, project or item to be bid. This information shall conform to the requirements of the Uniform Bid Document. Participant shall timely provide any changes to its information, requirements and specifications, but in any event not later than three (3) business days prior to a Bid Acceptance Date.
- f. Participant shall be the sole and exclusive authority for all decisions concerning substantive and procedural determinations concerning the sufficiency of all Bids.
- g. Participant shall make all decisions concerning a contractor's eligibility to bid on a project, but NWC reserves the right to determine Contractor eligibility to use the Services based on but not limited to the following: proper payment, submission of required information.
- h. Participant acknowledges that its approval for a Contractor to apply for a Digital ID from NWC or to apply for a certificate from a certificate authority shall constitute approval for the Contractor to submit Internet bids to Participant through the NWC Service, and Participant assumes all responsibility for such approval.
- i. Participant shall update the eligible Contractors' list or other list of approved Contractors on NWC as often as necessary unless Participant does not track eligible Contractors.
- j. Participant shall promptly notify NWC of any system problems or complaints concerning NWC's performance of this Contract.
- k. Participant shall timely download all bids released to Participant by NWC following the close of the bid submission period.
- l. Participant shall provide to NWC and to Participant 's Contractors procedures for handling such procedural exceptions as Participant may wish to address, including without limitation, how NWC or Contractors may notify Participant in the event that a bid has been submitted but has not been opened at the designated bid opening.
- m. Participant shall post bid tabulation data to NWC within two weeks after award. Participant agrees that NWC may use the bid tab data posted by the Participant in its NWC offerings and services.

VIII. *Confidential Information.*

- a. Confidential Information. Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business, plans, technology, and products, including the terms and conditions of this Contract ("Confidential Information"). Confidential Information will include, but not be limited to, each party's proprietary software and Participant information protected from release by STATE law. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this Contract, nor disclose to any third party (except as required by applicable open records laws or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information.
- b. Exceptions. Information will not be deemed Confidential Information hereunder if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Contract by the receiving party; or (iv) is independently developed by the receiving party.
- c. In the event a request is made for NWC's confidential information under any open records or freedom of information law applicable to Participant, Participant will promptly notify NWC and permit NWC to oppose the release of the confidential information under applicable laws. NWC acknowledges and agrees that it will have no longer than 72 hours from the date any such request was received by Participant to exercise its rights under this provision, regardless of when NWC was notified.

IX. *Representations and Warranties.*

- a. Representations by Participant. Participant represents and warrants that Participant 's activities, materials, data, information and Participant Equipment used by Participant in connection with this Contract (collectively, "Participant's Business") does not as of the Installation Date, and will not during the term of this Contract operate in any manner that would violate any applicable law or regulation.
- b. Warranties and Disclaimers by NWC. This Section states Participant 's sole and exclusive remedy for any failure by NWC to provide NWC Services.

1) Service Level Warranty. In the event Participant experiences any of the following and NWC determines in its reasonable judgment that such inability was caused by NWC's failure to provide NWC Services for reasons within NWC's reasonable control and not as a result of any actions or inactions of Participant or any third parties (including Participant Equipment and third party equipment), NWC will, upon Participant's request in accordance with paragraph (iii) below, pay Participant a loss of service fees as described below:

- i. Inability to Access the Service (Downtime). If Participant is unable to transmit and receive information from NWC's Internet Data Center because NWC failed to provide the NWC Services for more than six (6) hours in a calendar month, NWC will pay a loss of service fee of \$100.00 for each such hour of service, up to an aggregate maximum fee of \$500 in any one (1) calendar month. In the event of a loss of service which results in Participant's decision to postpone or reschedule a bid opening, the loss of service fee shall be up to an aggregate maximum fee of \$1,000 for any one (1) calendar month. NWC's scheduled maintenance of the website, Internet Data Center and NWC

Services, or the scheduled maintenance of NWC's internet provider shall not be deemed to be a failure of NWC to provide NWC Services.

ii. Participant Must Request Loss of Service Fee: To receive any of the fees described in this section IX.b, Participant must notify NWC within five (5) business days from the time Participant becomes eligible to receive such fee. Failure to comply with this requirement will forfeit Participant's right to receive a fee.

iii. Remedies Shall Not Be Cumulative; Maximum Credit: In the event that Participant is entitled to multiple fees hereunder arising from the same event, such fees shall not be cumulative and Participant shall be entitled to receive only the maximum single credit available for such event.

iv. Termination Option for Chronic Problems: If, in any single calendar month, three (3) or more events for which loss of service fees are applicable, then Participant may terminate this Contract for cause and without penalty by notifying NWC within five (5) days following the end of such calendar month. Such termination will be effective immediately upon receipt of such notice by NWC.

2) No Other Warranty. Except for the express warranty set out in subsection (a) above, the NWC Services are provided on an "as is" basis, and Participant's use of the NWC Services is at its own risk. NWC does not make, and hereby disclaims, any and all other Express and/or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non infringement and title, and any warranties arising from a course of dealing, usage, or trade practice. NWC does not warrant that the NWC Services will be uninterrupted, error-free, or completely secure.

3) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NWC does not and cannot control the flow of data to or from NWC'S Internet Data Centers and other portions of the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions caused by these third parties can produce situations in which NWC'S or Participant s' connections to the Internet (or portions thereof) may be impaired or disrupted. Although NWC will use commercially reasonable efforts to take actions it deems appropriate to remedy and avoid such events, NWC cannot guarantee that they will not occur. Accordingly, NWC disclaims any and all liability resulting from or related to such events.

X. *Limitations of Liability.*

- a. Personal Injury. Each Participant employee and any other persons visiting a NWC training event or NWC Data Centers does so at their own risk and NWC assumes no liability whatsoever for any harm to such persons resulting from any cause other than NWC's negligence or willful misconduct resulting in personal injury to such persons during such a visit.
- b. Damage to Participant Equipment or Business. NWC assumes no liability for any damage to, or loss relating to, Participant's Business resulting from any cause whatsoever. NWC assumes no liability for any damage to, or loss of, any Participant Equipment resulting from any cause other than NWC's negligence or willful misconduct. To the extent NWC is liable for any damage to, or loss of, the Participant Equipment for any reason, such liability will be limited solely to the then-current value of the Participant Equipment.
- c. Exclusions. Except as specified in subsections (a) and (b) above, in no event will NWC be liable to Participant, any Representative, or any third party for any claims arising out of or related to this Contract, Participant Equipment, Participant's Business or otherwise, and any lost revenue, lost profits, replacement goods, loss of technology, rights or services, direct, incidental, punitive, indirect or consequential damages, loss of data, or interruption or loss of use of service or of any Participant Equipment or Participant's Business, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

- d. Basis of the Bargain; Failure of Essential Purpose. Participant acknowledges that NWC has set its prices and entered into this Contract in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Contract will survive and apply even if found to have failed of their essential purpose.

XI. *Indemnification.*

- a. NWC's Indemnification of Participant. NWC will indemnify, defend and hold Participant harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any claim, suit, action, or proceeding (each, an "Action") brought against Participant alleging (i) the infringement of any third party registered U.S. copyright or issued U.S. patent resulting from the provision of NWC Services pursuant to this Contract (but excluding any infringement caused by Participant's Business or Participant Equipment) and (ii) personal injury to Participant's Representatives from NWC's negligence or willful misconduct.

- b. Notice. Each party will provide the other party prompt written notice upon of the existence of any such event of which it becomes aware, and an opportunity to participate in the defense thereof.

XII. *Termination.*

- a. For Convenience By Either Party. Either party may terminate this Contract for convenience at any time effective after the first (1st) anniversary of the Production Date by providing ninety (90) days' prior written notice to the other party at any time thereafter.

- b. For Cause. Either party will have the right to terminate this Contract if: (i) the other party breaches any material term or condition of this Contract and fails to cure such breach within thirty (30) days after receipt of written notice of the same, except in the case of failure to pay fees, which must be cured within five (5) days after receipt of written notice from NWC; (ii) the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (iii) the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing. No Liability for Termination. Neither party will be liable to the other for any termination or expiration of this Contract in accordance with its terms.

- c. Effect of Termination. Upon the effective date of expiration or termination of this Contract: (1) NWC will immediately cease providing the NWC Services; (2) any and all payment obligations of Participant under this Contract will become due immediately; (3) within thirty (30) days after such expiration or termination, each party will return all Confidential Information of the other party in its possession at the time of expiration or termination and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement; and (4) Participant will remove from all Participant Equipment all NWC software and documentation within five (5) days of such expiration or termination and either certify destruction of or return to NWC the software and documentation. If Participant does not remove the software and documentation within such five-day period, NWC will have the option to proceed in any reasonable manner to protect its interests in the software and documentation.

XIII. *Miscellaneous Provisions.*

- a. Force Majeure. Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under this Contract due to any cause beyond its reasonable control, including act of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet, provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to correct promptly such failure or delay in performance.
- b. Marketing. Participant agrees that NWC may refer to Participant by name, and may briefly describe Participant's Business, in NWC's marketing materials and web site. Participant hereby grants NWC a license to use any Participant trade names and trademarks solely in connection with the rights granted to NWC pursuant to this Section XIII.
- c. No Export. Participant shall not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Contract.
- d. Governing Law; Dispute Resolution, Severability; Waiver. This Contract is made under and will be governed by and construed in accordance with the laws of the STATE (except that body of law controlling conflicts of law) and specifically excluding from application to this Contract that law known as the United Nations Convention on the International Sale of Goods. Any dispute relating to the terms, interpretation or performance of this Contract (other than claims for preliminary injunctive relief or other pre-judgment remedies) may be, but is not required to be, resolved at the request of either party through mediation. Mediation will be conducted in the capital city of the STATE. The parties agree to request a single mediator possessing knowledge of online services Contracts; however the mediation will proceed even if such a person is unavailable. In the event mediation fails, any lawsuit must be brought in the Superior Court of the county in which the capital city of STATE is situate. In the event any provision of this Contract is held by a court of competent jurisdiction to be contrary to the law, the remaining provisions of this Contract will remain in full force and effect. The waiver of any breach or default of this Contract will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.
- e. Assignment. Neither party may assign its rights or delegate its duties under this Contract either in whole or in part without the prior written consent of the other party, except that NWC may assign this Contract in whole as part of a reorganization, consolidation, merger, or transfer of substantially all of its assets. Any attempted assignment or delegation without such consent will be void. This Contract will bind and inure to the benefit of each party's successors and permitted assigns.
- f. Notices: Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party indicated on the signature page hereof, or at such other address as may hereafter be furnished in writing by either party hereto to the other. Such notice will be deemed to have been given as of the date it is delivered, mailed or sent, whichever is earlier.
- g. Relationship of Parties. NWC and Participant are independent Participants and this Contract will not establish any relationship of partnership, joint venture, employment, franchise or Participant between NWC and Participant. Neither NWC nor Participant will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

- h. Entire Contract; Counterparts. This Contract, including all documents incorporated herein by reference, constitutes the complete and exclusive Contract between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and Contracts, written and oral, regarding such subject matter. This Contract may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.
- i. Survival of Certain Provisions: All obligations and responsibilities of the parties relating to the licensing and protection of intellectual property and confidential information shall survive the termination of this Contract and remain enforceable by either party.
- j. Amendments: This Contract may be amended from time to time in writing executed by both parties hereto. No term in any purchase order or other business forms supplied by either party shall modify, waive or amend any provision of this Contract except as expressly provided in this Contract.

IN WITNESS WHEREOF, Participant, acting pursuant to authority under law and through its duly authorized officers, has caused this Contract to be signed in its name, and NWC, acting pursuant to and in conformity with its charter and bylaws and acting by and through its duly authorized officers, has caused this Contract to be signed in its name, all as of the date and year first written above.

PARTICIPANT:

Signature: _____
Print Name: _____

Title: _____
Date: _____

NATIONAL WEATHERIZATION CORPORATION:

Signature: _____
Print Name: _____

Title: _____
Date: _____

Exhibit A: Scope of Services

1. Services:

The application will be installed on a server residing in a data center and will utilize an appropriate server operating system. This application server will be sized to support the expected number of named Participants and will include mirrored hard drives, redundant power supplies and fans for hardware failure tolerance

The application will be hosted within a climate controlled, secure data center. The data center facility features include:

- limited access
- UPS systems with generator backup
- redundant HVAC systems
- broadband internet connectivity
- dry chemical fire suppressant
- environmental exception alerts

Data center technical support includes:

- 24/7 System monitoring
- Routine maintenance such as operating system upgrades, patches and anti-virus updates. NWC and Participant will establish a weekly scheduled maintenance window.
- IT support for such things as incident analysis, incident resolution, component replacement and related activities. Telephone support will be made available on Monday through Friday from 7:00 a.m. to 7:00 p.m. Eastern time, holidays excluded.
- Backups
 - Backups will be performed daily
 - Backups to be stored weekly at a secure offsite data retention facility

2. Electronic Bid Services:

- a. NWC shall provide an internet site available to all Bidders, Contractors, and potential Bidders or Contractors (hereinafter "Contractor(s)" or Potential Contractor(s)") which contains procurement notices for Participant capital improvement program construction projects.
- b. Upon a Potential Contractor's registration and payment of appropriate fees, NWC shall provide the Potential Contractor with the NWC Service and activate an account, a secured and verifiable electronic signature, and any necessary Contractor names and passwords. The Contractor is solely and exclusively responsible for safeguarding the Contractor name, password, and electronic signature from compromise or unauthorized use.
- c. NWC shall provide an automated uniform bid document for use by Participant to describe its capital improvement program construction project. A copy of the uniform bid document is attached as Attachment A. NWC shall provide a customized bid document to Participant for an additional fee based on standard rates then in effect.
- d. NWC shall provide a service to each Potential Contractor upon which the Potential Contractor can submit an electronic Bid upon a selected project. The Bid shall be verified and maintained in a secure format until the Bid Acceptance Date and Time specified by Participant. The Bid shall be in a form

and format acceptable to Participant and provide all information required by Participant's instructions to Potential Contractors.

- e. At the Bid Acceptance Date and Time, NWC shall terminate the acceptance of any new Bids or changes to existing Bids, and shall release the Accepted Bids for retrieval by Participant. Upon request by Participant, NWC shall transmit brief identification of any Bids which were incomplete, withdrawn, or not accepted, in a separate file listing the name or identification of the withdrawing or rejected Potential Contractor and the reason for non-acceptance of the bid (e.g., withdrawn, invalid signature, incomplete submission (specify section not completed), data transfer failure, and so on).
- f. NWC shall configure its system such that at the Bid Acceptance Date and Time a duplicate archive file of the Accepted Bids at NWC's website location will be created. These archive files shall not be used to process any Bids but shall solely serve as a verifiable backup of the Accepted Bid file in the event of any interruption or processing anomaly which may cause the accuracy of the Accepted Bids to be questioned.
- g. In order to minimize the risk of Accepted Bids not being successfully transmitted, each Potential Contractor will be provided an electronic notice of acceptance which can be reduced to printed form by the Contractor, and the ability of the authorized Contractor to obtain a printed copy of the full contents of the Contractor's bid, including the date/time of acceptance by the NWC Service.

2. Website Information Services:

- a. NWC shall provide an electronic location accessible to Potential Contractors upon which it will post Participant procurement information, bid requirements, project notices, and bid opening results. Participant shall have the ability to post, update and edit the Participant information, but access to post, update and edit such information shall not be available to any Contractor .
- b. NWC shall post on the system such notices and disclaimers that are appropriate to advise Potential Contractors that the electronic bidding system is used at the Contractor's sole risk and that Participant accepts no responsibility for bids that are not transmitted to the electronic bidding site regardless of cause.
- c. NWC shall post on the system notices of anticipated system interruptions, such as routine maintenance and system upgrade times. NWC shall endeavor to conduct such activities at non-peak times, and not during the 48 hour period immediately preceding any Bid Acceptance Date and Time.

3. Additional Services:

- a. Customized Bid Documents shall be an additional service.
- b. Participant bid events in excess of 6 per contract year shall be an additional service.
- c. Should Participant accept additional future NWC services from NWC (e.g., future functionality, enhancements) such services shall be governed by the terms and conditions of this Contract.