



Proposal for Davis-Bacon Compliance Services

This proposal is made by and between the National Weatherization Corporation (“NWC”) with corporate offices at 512 North Washington Street Alexandria, VA 22314, and the <client>, located at <address>.

NWC will be responsible for assisting the client in determining Direct Hires, Contractors and Subcontractors (hereinafter referred to as “Contractors”) eligibility as “Responsible Contractors” in accordance with applicable Federal and State regulations.

NWC, in conjunction with Points North (“PN”), will provide an advanced web-based application that replaces the labor-intensive, manual process of complying with the Davis-Bacon Act (“DBA”) and other prevailing wage reporting requirements. Our electronic application completes much of the work for Contractors automatically.

This Contract includes the following subsections:

1. Overview
2. Services
3. Deliverables
4. Pricing
5. Terms and Conditions
6. Acceptance of Agreement

1. Overview

This Contract for Certification of Contractor Payrolls for the <client> includes the following functions:

- Vetting Contractor criteria: NWC will ensure that Contractors are in compliance with the language outlined in the current and amended WAP State Plans
- Provide Certified Contractor's weekly payrolls. NWC will reduce the burden on Grantee by assuming this responsibility.
- Obtain, verify, and file an electronic signature from Contractors.
- Generate and maintain electronic records: NWC will ensure that weekly certified payroll reports will be easily available for retrieval.
- Generate and transmit job reporting based on payroll reports.
- Assist in verifying that Davis-Bacon Weatherization Wage Rates are actually being paid as reported.
- Assist in verifying that overtime and benefits submitted by the Contractors are within Department of

Labor (DOL) regulations. NWC will identify discrepancies and notify appropriate parties for corrective actions as required.

- Retrieve and archive data entries as batch data files from each Contractor, according to NWC published data formats. Data can also be retrieved via web data entry screens.
- Using policies and guidelines provided by DOL and other regulatory agencies, perform compliance audits.

2. Services

Step 1: Registration/Set-Up Services

NWC will perform independent investigation to ascertain each Contractor's eligibility and maintain their compliance with all applicable State and Federal Regulations. NWC will verify or deliver the following for each Contractor or Subcontractor:

- Verify that the Contractor's Company is in good standing with the <appropriate client's State Agency> as applicable.
- Verify that the Contractor is registered with the <appropriate client's State Agency>.
- Confirm that the Contractor is not in the Federal Excluded Parties List System, EPLS (list of entities that have been debarred or suspended).
- Confirm Proof of Certification by the Building Performance Institute (BPI) and others, unless they are grandfathered.
- Obtain Occupational Safety & Health Administration (OSHA) construction training certificates verifying completion of the course, OSHA construction safety and health completion card from the Department of Labor.
- Verify US Environmental Protection Agency, Lead Safe Work (LSW) Practices by obtaining Renovation Firm Certificate confirming completed training for renovators under EPA's Renovation, Repair, and Painting (RRP) Program.
- Validate Certificate of current liability Insurance.
- Provide DOL Prevailing Wage rates for each county served.

Step 2: Certify Weekly Payroll

Using PN's Certified Payroll Reporting application, NWC will provide weekly reports for Contractors to the Sub-Grantees as follows:

- Federal WH-347 reports will be generated by PN and stored by NWC
- NWC will archive the electronically signed weekly Federal WH-347 reports from all parties. NWC serves as a central repository for these reports, for Contractors, Subgrantees and the Grantee. NWC will distribute reports in format and type as requested and required, including archived reports for enforcement agencies' audits.

3. Deliverables

NWC will provide the Grantee and Sub-Grantee with the following:

- List of Contractor Companies that pass/fail certification with analysis for any failures

- Summary report of jobs based upon payroll reports as specified
- Compliance Auditing results:
 - Verification that all Contractors have filed either a standard Certified Payroll or a No Work Report
 - Detailed audit reports
 - Reports of Discrepancies, Warnings and Corrections

NWC will provide to the Grantee, Sub-Grantee and Contractors with the following:

- Payroll certification or analysis for failures
- Online access via authorized login to the following:
 - Weekly Certified Payroll Reports
 - Archived reports for all prior payroll periods
 - Wage Determinations ("WDs") as provided by the DOL
- Back-up disks containing all online information

All online and disk information can be printed as required. The Grantee receives all information. The Sub-Grantees receive all information for their service areas and Contractors will only have access to information and reports appropriate to them.

4. Pricing

- A one-time, registration/set-up fee of \$265.50 per Federal Employer Identification Number (EIN)
- A weekly fee, per project (per WH-347 including No Work reports) per employee identification number. Reporting included with this fee is specific to:
 - NWC validation of an acceptably formatted payroll data file per specification provided to Payroll Company
 - Federal WH-347 report and Associated Compliance Statement
- All other professional services, including manual data entry or reports, written testimony and/or testimony before regulatory agencies, or validation of criteria not outlined in this Contract will be separately quoted in accordance with standard NWC rates for custom services.

5. Terms and Conditions

- NWC will perform the required tasks for Registration/Set-up (Step #1) for all Contractors and Subcontractors within 5 business days from receipt of a signed contract, and the receipt of the list of applicants.
- NWC/PN will generate and deliver Certified Payroll Reporting in an electronic file format within four (4) business days of receipt of data, except under conditions of force majeure.
- NWC/PN holds no responsibility for Contractor-provided data and likewise has no contingent nor consequential liability associated with the results that such data provides in report form. Contractor accepts full responsibility and any associated contingent or consequential liability for the accuracy of all data provided to NWC/PN.
- NWC/PN holds no responsibility nor associated contingent or consequential liability for the timeliness of reports in the event of Contractor delay(s) in submitting data or force majeure conditions affecting

operations and services.

- Contractor will alert NWC/PN per “support ticket” entry for each requested processing and will provide all data files for each payroll period as required for production of Certified Payroll Reporting.
- Contractor will authenticate reporting, as required.
- Contractor will utilize NWC/PN – Certified Payroll Reporting solution to upload payroll data files or complete entry of necessary information in the event the contractor does not utilize a payroll service such as Automatic Data Processing, Inc. (ADP), Paychex or Ceridian, which generate the necessary payroll data file.
- Either party may terminate this agreement with 30 days written or validated electronic notice.
- Invoices will be issued on a bi-weekly basis.
- Payment Terms will be Net 30 days.
- This exclusive agreement is for a one (1) year period from date of Contract execution.

Limited Warranty

NWC warrants that the data received for processing Certified Payroll reporting will be processed in the format known to NWC according to the current regulatory requirements as documented to NWC. Except as otherwise set forth above, the data-processing services are provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

Limitation of Liability

In no event shall NWC be liable for damages hereunder for any cause whatsoever that exceed the amount paid for data processing services. In no event will NWC be liable for any lost profits or other incidental or consequential damages arising out of the use of, or inability to use the data, even if NWC has been advised of the possibility of such damages.

6. Acceptance of Agreement

IN WITNESS WHEREOF, this Agreement is executed as of <date>.

<Client> by

<Client & Title>

Date

National Weatherization Corporation by

<NWC Officer>

Date