

GSA Order Form

GSA contract #GS-35F-231CA

Prepared For:

City of Ann Arbor, MI
Ann Arbor, Michigan

Date: 12/22/2025

Subscription Effective Date: 2/1/2026

Quote Number: Q-12352

Expiration: 1/26/2026

Initial Term: 12 months

Pricing Summary

Subscription Services 2/1/2026-1/31/2027

Description	Qty	Unit of Measure	Price
EnergyCAP UtilityManagement - Government - Base License (0-250 Meters)	500	Meters	USD 12,108.31
EnergyCAP UtilityManagement - Government - Chargebacks (0-250 Meters)	500	Meters	USD 2,800.65
EnergyCAP UtilityManagement - Government - Interval Data (0-250 Meters)	500	Meters	USD 1,750.41
TOTAL:			USD 16,659.37

One-Time Services

Description	Qty	Unit of Measure	Price
EnergyCAP UtilityManagement - Government - Implementation Services	70	Hours	USD 11,027.80
EnergyCAP UtilityManagement - Government - Online Training	5	Hours	USD 1,052.90
TOTAL:			USD 12,080.70

First Year Total Price

USD 28,740.07

(Includes IF Fee)

GSA 1% Volume Discount

(applicable if GSA schedule items total \$100,000 or more)

3-year contracted pricing summary with 4% max.

Subscription Services	Year 1	Year 2	Year 3	Total
EnergyCAP UtilityManagement - Government: Base/Chargebacks/Interval Data	\$16,659.37	\$17,325.74	\$18,018.77	
Sub-total	\$16,659.37	\$17,325.74	\$18,018.77	\$52,003.89
One-Time Services				
EnergyCAP UtilityManagement - Government: Implementation/Training Services	\$12,080.70			
Sub-total	\$12,080.70	\$0.00	\$0.00	\$12,080.70
Total	\$28,740.07	\$17,325.74	\$18,018.77	\$64,084.59

Additional Details

3-year contract commitment - annual uplift limited to a 4% maximum and subject to GSA contract specifications.

Invoicing Terms

Software Invoicing: 100% Upfront

Recurring Services Invoicing: 100% Upfront

One-Time Invoicing: 25% Execution, 25% + 45 Days, 50% + 180 Days

Annual Renewal Fee

Renewal Invoice - Upon Anniversary of Subscription Effective Date

Subscription Services: 100% in Advance

Terms and Conditions

1. This quote and product pricing are the proprietary property of EnergyCAP, LLC (ENC), are provided to the recipient at recipient's request, and may not be divulged to any third parties.
2. To order, please sign and return this Order Form.
3. The EnergyCAP Utility Management software and services, including the pricing provided herein, are governed by GSA Contract #GS-35F-231CA. Terms not addressed in the GSA contract, such as support, professional services, and usage, are governed by the EnergyCAP Master Subscription Agreement ("MSA"), available at <https://www.energycap.com/Legal>.
In the event of a conflict between the GSA contract and all other terms, the GSA contract shall control. All other items provided in this quote are considered open market items, which are governed by the MSA.
4. The terms of any Licensee-provided purchase or procurement documentation, such as a purchase order, acknowledgement form, or other similar documentation and any pre-printed terms and conditions on or attached to Licensee's purchase orders or invoices will be of no force or effect.

Acknowledgement

I signify that I am an authorized representative of the organization named above. My signature below confirms the organization's intent to purchase the above-noted products and services ("Products") and authorizes EnergyCAP, LLC to deliver and invoice for the Products under the Terms & Conditions outlined herein.

Signature: _____

Name: _____

Title: _____

Date: _____

PO #: _____

Exhibit 1

Statement of Work

1. Overview

EnergyCAP Subscription Services will be implemented based on the details outlined in this Statement of Work (SOW). The deployment of EnergyCAP Subscription Services will include project management services (data gathering, setup, configuration, and implementation assistance) throughout the implementation process, followed by user training and system support for the duration of the contract.

2. Definitions

Unless otherwise defined in the Agreement, the defined terms below have the meaning assigned below:

- **“ENC”** EnergyCAP, LLC
- **“EUM”** EnergyCAP UtilityManagement™
- **“ECH”** EnergyCAP CarbonHub™
- **“ESA”** EnergyCAP SmartAnalytics™
- **“Bill CAPture”** EnergyCAP Bill CAPture™
- **“SLA”** Service Level Agreement
- **“PM”** Project Manager
- **“API”** Application Programming Interface.
- **“Account”** means a logical entity for tracking a utility account within the System. An Account may represent a specific Licensee Billing Account, an aggregation of Billing Accounts, or a virtual account used for calculation purposes.
- **“GHG”** Greenhouse Gas
- **“Emissions Record”** stores GHG emissions information and values (dates, emission source type, quantity or cost, and emission factor).
- **“Emissions Source”** contains emissions records and defines the default GHG emission scope category and factor for new emissions records.
- **“Collection”** organizes emissions sources in a hierarchy for reporting purposes.
- **“Point”**, or **“Data point”** means a data measuring point where interval data is being collected and tracked.
- **“Site”** means the location of a property, or building, where interval data is being collected.
- **“ENERGY STAR”** means the United States Environmental Protection Agency’s (EPA) program to encourage reduced energy use.
- **“Portfolio Manager”** means the specific application used by the EPA to administer the ENERGY STAR program for buildings. Portfolio Manager has a user interface and APIs that support the creation/management of buildings (“properties”) and meters and the upload of billing data.
- **“Standard Work Package”** is a collection of configuration tasks and services that provide the foundational functionality necessary to get the Subscription Services ready for use in a production environment.
- **“Advanced Work Package”** is a collection of optional configuration tasks and services that provide additional functionality to provide greater value from optional features offered as part of the Subscription Services that require more in-depth configuration and setup.
- **“Data Requirements”** means the critical data required to properly setup the Standard Work Package in the Subscription Services.
- **“Interface”** means (manual or automated) data transfer between different systems.

3. Project Description

3.1. Project Schedule

The following baseline project schedule, which includes the phases and milestones necessary to complete the Professional Services described in this SOW, establishes an expected project duration during which Licensee and ENC shall commit the necessary staff resources to deliver the Professional Services described in this SOW.

Milestone Definitions:

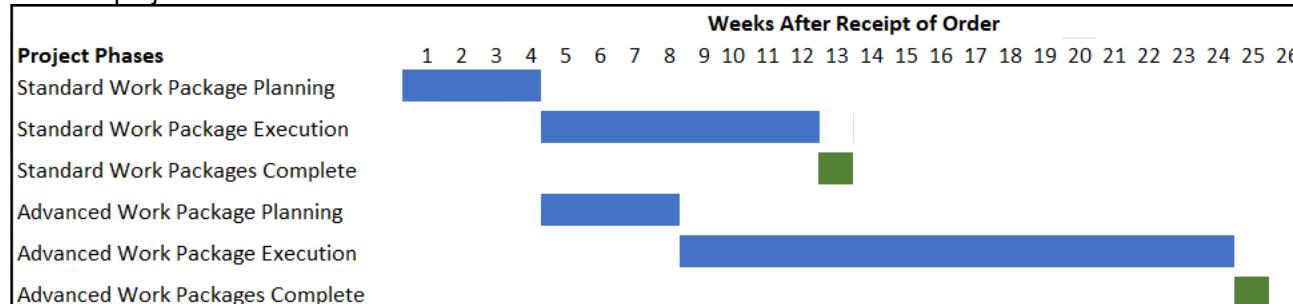
- Standard Work Package Planning Complete - The date all standard data gathering tasks need to be complete to ensure that the Standard Work Package Execution phase can be completed as scheduled.
- Standard Work Package Execution Complete - The date that all Standard Work Packages will be fully implemented.
- Advanced Work Package Planning Complete - The date all advanced data gathering and Licensee sign-off tasks need to be complete to ensure that the Advanced Work Package Execution phase can be completed as scheduled.
- Advanced Work Package Execution Complete - The date that all Advanced Work Packages will be fully implemented.

Project milestones are scheduled as follows:

Project Phases	Scheduled Completion Time
Standard Work Package Planning	A weeks after project kickoff
Standard Work Package Execution	B weeks after project kickoff
Advanced Work Package Planning	C weeks after project kickoff
Advanced Work Package Execution	D weeks after project kickoff

Achievement of the Standard Work Package Planning and Advanced Work Package Planning milestones depend on Licensee's availability and performance. ENC planning for Execution Phases is based upon this schedule. If Standard Work Package Planning and Advanced Work Package Planning activities are delayed, completion times of Execution Phases cannot be guaranteed. This project schedule is notional and ENC may adjust the phases and milestones to accelerate the Licensee's time to value in using EUM, ECH, and/or ESA.

Notional project schedule is shown below.



3.2. Project Description and Phases

The implementation project is divided into the following project phases: Standard Work Package Planning, Standard Work Package Execution, Advanced Work Package Planning, and Advanced Work Package Execution.

The Standard Work Packages purchased by Licensee to be implemented during this project are listed below. The details are available online at the identified location.

Standard Work Package	Work Package Description
EUM Base Features	https://workpackages.energycap.com/BaseFeatures.pdf
Bill CAPture	https://workpackages.energycap.com/BillCAPture.pdf
ECH Base Features – Plus EUM	https://workpackages.energycap.com/ECH_PlusEUM_BaseFeatures.pdf
ESA Base Features	https://workpackages.energycap.com/ESA_BaseFeatures.pdf

The Advanced Work Packages purchased by Licensee to be implemented during this project are listed below. The details are available online at the identified location.

Advanced Work Package	Work Package Description
Chargebacks	https://workpackages.energycap.com/Chargebacks.pdf
Custom Online Training	https://workpackages.energycap.com/CustomOnlineTraining.pdf

Phase One – Standard Work Package Planning

Standard Work Package Planning begins after SOW execution based on availability of Licensee's staff resources. The purpose is to gather accurate and complete data that will be the foundational dataset used to setup the Subscription Services.

- Project Kickoff Meeting
 - A project kickoff meeting will be scheduled after the Sales to PMO handoff meeting.
 - During the project kickoff meeting, the ENC PM will review the SOW, Work Packages, and Data Requirements with Licensee's assigned PM. As part of this review, ENC will provide a brief overview of EUM, ECH, and/or ESA to highlight setup data required to populate the Data Requirements.
 - Licensee's objectives will be documented.
 - ENC will provide Licensee PM administrator access to Licensee's database and an overview of user management.
 - ENC PM will provide Licensee PM with a project schedule.
- Verify the Work Packages
 - Licensee PM will review the Work Packages and previously identified modifications to the Work Packages highlighted in the "Documented Exceptions to Standard and Advanced Work Packages" section of this SOW.
 - Licensee will request any newly identified modifications to the Work Packages within ten (10) business days after the kickoff meeting. The ENC PM will review any requested modifications.
 - ENC will provide a change order to Licensee for any new modifications identified after the execution of this SOW.
- Data Collection
 - Licensee will gather Data Requirements for initial EUM, ECH, and/or ESA setup with support from ENC. Licensee is responsible for the accuracy of the data as it will be used as the foundational data to set up the Subscription Services for use by Licensee.
 - For Bill CAPture service enrollment, ENC will work with Licensee to identify and implement the most expeditious approach for enrollment bill collection.
 - Once the Data Requirements are gathered, the ENC PM will review and identify any incomplete or problematic data.
 - Licensee PM and ENC PM will coordinate to address any issues related to the Data Requirements.
- Completion
 - Standard Work Package Planning is complete when the project kickoff meeting has been completed, work packages verified by the Licensee, and initial data collection completed.

Phase Two – Standard Work Package Execution

Standard Work Package Execution begins after the Standard Work Package Planning is complete. The ENC project team will setup and configure the Licensee's database according to the Standard Work Packages and any

agreed upon exceptions.

- Standard Setup
 - ENC team members will review the approved modifications to the Standard Work Packages, the Data Requirements package that's been collected, and Standard Work Package tasks.
 - ENC PM will lead the Standard Work Package Execution process including the setup of EUM, ECH, and/or ESA objects and the configuration of system modules.
 - Enrollment of the Bill CAPture service will begin.
- Training
 - ENC will provide training related to identifying and resolving bill data gaps and overlaps in EnergyCAP. Licensee will be responsible for identifying and resolving any bill data gaps and overlaps, including duplicate and/or missing bills, associated with Bill CAPture service enrollment and post-enrollment Bill CAPture go-live period.
 - ENC will provide training related to the formatting and importing historical bill data to EUM. Licensee will be responsible for formatting and importing historical bill data after completion of training, including identifying and resolving any bill data gaps and overlaps associated with import of historical bill data. If Licensee prefers that ENC complete the historical data conversion, ENC will provide Licensee with a change order for this work based on review of example historical bill data files and volume of data to be imported.
- Completion
 - Vendor bill processing using EUM will begin at the end of Standard Work Package Execution. If Licensee intends to pay vendor bills with an AP Interface through the Subscription Services, the current payment process will need to continue in parallel until the AP Interface is completed during Advanced Work Package Execution.
 - Standard Work Package Execution is expected to take up to eight (8) weeks unless significant exceptions to the Standard Work Packages are mutually agreed by Licensee and ENC.

Phase Three – Advanced Work Package Planning

Advanced Work Package Planning typically begins after Standard Work Package Planning and runs in parallel with Standard Work Package Execution, but may be completed in parallel with Standard Work Package Planning to accelerate the project schedule. The purpose is to provide greater value from the Subscription Services' optional features.

- Coordination and Planning
 - The ENC PM will schedule meeting(s) marking the beginning of Advanced Work Package Planning to review the schedule for each of the purchased Advanced Work Packages, and the approved modifications to the Advanced Work Packages.
 - The meeting(s) will include the ENC PM, Licensee PM, and the Licensee subject matter experts related to each of the Advanced Work Packages.
- Data Collection and Review
 - ENC team members will lead requirements gathering sessions related to each of the purchased Advanced Work Packages.
 - The Licensee PM and subject matter experts will gather the information needed in ENC-provided requirements templates or formats described in Advanced Work Package.
 - The ENC team members will document Licensee's Advanced Work Package requirements and provide to Licensee PM for sign-off.
- Completion
 - The completion of advanced data gathering and Licensee sign-off of all the purchased Advanced Work Package requirements marks the end of Advanced Work Package Planning phase.

Phase Four – Advanced Work Package Execution

Advanced Work Package Execution begins after Advanced Work Package Planning and runs in parallel with Standard Work Package Execution.

- Advanced Setup

- The ENC team will perform all advanced setup per the approved requirements from Advanced Work Package Planning phase.
- The ENC PM will notify Licensee PM when the setup of each Advanced Work Package is complete, and Licensee PM will ensure availability of subject matter expert(s) to review the setup of each Advanced Work Package within the specified review period.
- Upon notification by the ENC PM, the Licensee PM and subject matter expert will have ten (10) business days to review the setup of each Advanced Work Package. Prior to final acceptance, ENC will provide up to two iterations of functional deliverables in which the scope change is minimal and in sum amount is less than 10% of the total cost of the deliverable. Each iteration must be requested by Licensee within ten (10) business days from first delivery of the functional deliverable. If the iterations exceed 10%, if Licensee requests more than two iterations, or if the timeframe exceeds ten (10) business days from original delivery date, then ENC shall provide a quotation to Licensee for services at ENC's then-current rates for services.
- A statement of Licensee's acceptance, expiration of the ten (10) business day review period without Licensee feedback, or receipt of full payment for the Advanced Work Package based on the invoicing schedule constitutes "final acceptance" by Licensee that ENC has delivered custom software that meets pre-determined specifications.
- Training
 - ENC will provide five (5) hours of EUM custom online training during advanced setup and configuration of EUM. The agenda for training will be determined jointly by ENC and Licensee.
- Completion
 - Usage of Licensee's complete EUM workflow will begin at the end of Advanced Work Package Execution phase.
 - The completion of Advanced Work Package Execution phase marks the end of the implementation project.
 - ENC will schedule a project completion meeting introducing Licensee to ENC's Customer Success team.

3.3. Exceptions to the Standard and Advanced Work Packages

- Licensee will import interval data using EnergyCAP API's based on documentation provided on EnergyCAP's Developer website. ENC project team will not provide support to Licensee on the use of these API's.
- For the ESA Base Features and Chargebacks Work Packages, ENC will configure roughly 20 submeter scenarios for Licensee's onsite Solar PV generation.
- As part of the Custom Online Training Work Package, ENC will train Licensee on the setup of chargeback calculations, if required. Licensee will be responsible for the setup of any chargeback calculations.

3.4. Location

All Professional Services will be performed remotely or at such other location(s) as otherwise agreed between ENC and Licensee.

3.5. Project Risks

ENC will provide prompt notice of any risk or issue that has the potential to impact the performance of the Professional Services and will participate as appropriate and requested in actions to mitigate the risk. Common risks are as follows:

Risk	Impact (H, M, L)	Probability (H, M, L)	Mitigation Strategy
Ownership of Project	H	L	Licensee sponsor and PM work to keep project personnel engaged in the project
Access to Data	M	M	Licensee PM works to maintain access to necessary data
Organization of	M	M	Licensee PM prepares and provides data to ENC

Risk	Impact (H, M, L)	Probability (H, M, L)	Mitigation Strategy
Data			in organized fashion
Schedule Delays	M	L	Licensee PM and project personnel keep up with project schedule and assigned tasks
Turnover in Personnel	H	M	Licensee PM ensures effective transition of knowledge and responsibilities within Licensee team
Change in Scope	H	M	Licensee PM and ENC PM maintains project requests within contracted scope

4. Roles and Responsibilities

ENC personnel for the following roles will be assigned following execution of this SOW and will remain working under the SOW throughout its term (for as long as they remain employed by ENC).

Role	Responsibilities
Project Manager	<ul style="list-style-type: none"> • Project coordination and collaboration • Primary project point of contact • Coordinate project status and delivery of deliverables in a timely manner • Facilitate communications • Training
Project Management Team Lead	<ul style="list-style-type: none"> • Manages project team • Facilitates issues that may arise • Ensures quality of implementation
CAPture Services	<ul style="list-style-type: none"> • Manages CAPture Services department • Assists with escalated requests or issues as needed • Ensures quality of implementation
Account Executive	<ul style="list-style-type: none"> • Lead point of contact for all matters specific to Licensee account • Assists with high-level severity requests or issue escalations as needed
Chief Project Officer, Project Management Office	<ul style="list-style-type: none"> • Manages project management office • Facilitates issues that may arise

Licensee personnel for the following roles will be assigned following execution of this SOW and will remain working under the Services SOW throughout its term (for as long as they remain employed by Licensee).

Role	Responsibilities
Project Sponsor	<ul style="list-style-type: none"> • Project approval to start • Approval of project change orders as necessary • Approve or delegate approval that project has completed satisfactorily
Project Manager	<ul style="list-style-type: none"> • Primary point of contact • Manage project: ensure deliverables are reviewed and approved in timely manner • Ensure critical success factors are identified, validated and approved • Facilitates communications

Role	Responsibilities
IT Technical and Systems Integration Support	<ul style="list-style-type: none">• Provide access, documentation, and support to systems for integrations• Provide IT resources• Provide technical expertise• Provide integration specifications• Mitigate risks, issues
Accounting Support	<ul style="list-style-type: none">• Understand accounting and workflow functions of system• Provide expertise on accounting codes and structures of data• Key decision making• Mitigate risks, issues
Additional Support	<ul style="list-style-type: none">• Identify and approve reporting requirements• Conduct testing via scenarios and ad-hoc• Provide feedback and sign off on key deliverables

5. Statement of Work Approval

By the signatures of their duly authorized representatives below, ENC and Licensee, intending to be legally bound, agree to all of the provisions of this Statement of Work

Licensee EnergyCAP, LLC

By: _____ By: _____

Print: _____ Print: _____

Title: _____ Title: _____

Date: _____ Date: _____