

AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

Product Description

EnergyCAP utility bill & energy management software is the result of over 30 years of development experience providing industry leading utility bill and energy efficiency software to government, education, and business organizations. EnergyCAP's many innovative features provide powerful ways to save. EnergyCAP is flexible and allows you to customize your software license to fit your precise needs.

Applicable Special Item Numbers

Special Item No. 132-32 Term Software Licenses
Special Item No. 132-33 Perpetual Software Licenses
Special Item No. 132-34 Maintenance of Software as a Service
Special Item No. 132-50 Training Courses
Special Item No. 132-52 Electronic Commerce and Subscription Services

SPECIAL ITEM NUMBER 132-32 - TERM SOFTWARE LICENSES

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service – which is categorized under a difference SIN (132-34).

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

Microcomputers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

SPECIAL ITEM NUMBER 132-33 - PERPETUAL SOFTWARE LICENSES

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user’s self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

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Microcomputers

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- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

SPECIAL ITEM NUMBER 132-34 - MAINTENANCE OF SOFTWARE AS A SERVICE

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially.

Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

SPECIAL ITEM NUMBER 132-50 - TRAINING COURSES (FPDS Code U012)

SPECIAL ITEM NUMBER 132-52 - ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES

FPDS Code D304 Internet Access Services

EnergyCAP, Inc.
2026 Sandy Drive, State College, PA 16803
Phone: 877-327-3702
Web: <http://www.energycap.com>

Contract Number: GS-35F-231CA

Period Covered by Contract: March 12, 2015 – March 11, 2020

General Services Administration
Federal Acquisition Service

Pricelist current through Modification #PS-0015, dated October 17, 2017.

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsadvantage.gov>).

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1. Information for Ordering Activities

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

EnergyCAP, Inc.
2026 Sandy Drive
State College, PA 16803

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance: 877-327-3702

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule Contract
Block 16: Data Universal Numbering System (DUNS) Number: 127324908
Block 30: Type of Contractor: B. Other Small Business
Block 31: Woman-Owned Small Business - No
Block 37: Contractor's Taxpayer Identification Number (TIN): 27-1272222
Block 40: Veteran Owned Small Business (VOSB): B: Other Veteran Owned Small Business

- 4a. CAGE Code: 3WPR6
- 4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<u>132-33</u>	<u>30</u> Days
<u>132-32</u>	<u>30</u> Days
<u>132-34</u>	<u>30</u> Days
<u>132-50</u>	<u>30</u> Days
<u>132-52</u>	<u>30</u> Days

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

c. i. SIN 132-54 and SIN 132-55, ACCELERATED SERVICE DELIVERY (7 calendar days or less): the time required for COMSATCOM services to be available after order award. Under Accelerated Service Task Orders, service acceptance testing, unless otherwise required by the satellite provider or host nation, shall be deferred until Ordering Activity operations permit.

ii. SIN 132-54 and SIN 132-55, TIME-CRITICAL DELIVERY (4 hours or less): the time required for COMSATCOM services to be available after order award. Under Time-Critical Task Orders, service acceptance testing unless otherwise required by the satellite provider or host nation shall be deferred until Ordering Activity operations permit. Time-Critical Delivery shall be predicated on the availability of COMSATCOM transponded capacity (contracted bandwidth and power, pre-arranged Host Nation Agreements, frequency clearance) or COMSATCOM subscription services (bandwidth, terminals, network resources, etc.).

iii. For SIN 132-54 and SIN 132-55, EXTENDED SERVICE DELIVERY TIMES: the time required under extenuating circumstances for COMSATCOM services to be available after order award. Such extenuating circumstances may include extended time required for host nation agreements or landing rights, or other time intensive service delivery requirements as defined in the individual requirement. Any such extended delivery times will be negotiated between the Ordering Activity and Contractor.

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: 0 % - N/A days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity: N/A
- c. Dollar Volume: 1% for orders over \$100,00
- d. Other Special Discounts (i.e. Government Education Discounts, etc.): N/A

8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

10. Small Requirements: The minimum dollar of orders to be issued is \$100.00.

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

a. The Maximum Order for the following Special Item Numbers (SINs) is \$500,000:

- Special Item Number 132-3 - Leasing of Product
- Special Item Number 132-4 – Daily / Short Term Rental
- Special Item Number 132-8 - Purchase of Equipment
- Special Item Number 132-9 - Purchase of Used or Refurbished Equipment
- Special Item Number 132-12 - Equipment Maintenance
- Special Item Number 132-32 - Term Software Licenses
- Special Item Number 132-33 - Perpetual Software Licenses
- Special Item Number 132-34 - Maintenance of Software as a Service
- Special Item Number 132-51 - Information Technology Professional Services
- Special Item Number 132-52 - Electronic Commerce (EC) Services
- Special Item Number 132-53 – Wireless Services
- Special Item Number 132-54 – Commercial Satellite Communications (COMSATCOM) Transponded Capacity
- Special Item Number 132-55 – Commercial Satellite Communications (COMSATCOM) Subscription Services

b. The Maximum Order for the following Special Item Numbers (SINs) is \$25,000:

- Special Item Number 132-50 - Training Courses

c. The Maximum Order for the following Special Item Numbers (SINs) is \$1,000,000:

- Special Item Number 132-60A-F – Access Certificates for Electronic Services (ACES) Program
- Special Item Number 132-61 – Public Key Infrastructure (PKI) Shared Service Provider (SSP) Program
- Special Item Number 132-62 – HSPD-12 Product and Service Components

d. The Maximum Order for the following Special Item Numbers (SINs) is \$150,000:

- Special Item Number 132-100 - Ancillary Supplies and/or Services

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information

Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which

payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov>

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes _____
No X

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): _

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract:

EnergyCAP, Inc. ("ECI") warrants to Licensee only that, for a period of 180 days beginning on the day following acceptance as defined in the FAR and the underlying GSA Schedule Contract, the media containing the Software shall be free from defects in materials and workmanship. If it is not, ECI will at its option either repair or replace the same if ECI is notified of such defect and the defective media is returned to ECI, together with proof of purchase, within the 180-day period. THE FOREGOING STATES LICENSEE'S SOLE AND EXCLUSIVE REMEDY, AND ECI'S SOLE AND EXCLUSIVE LIABILITY FOR, ANY DEFECT, FAILURE OR OTHER PROBLEM WITH THE SOFTWARE WHATSOEVER. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, THE SOFTWARE IS PROVIDED AS IS, WITHOUT WARRANTY OF ANY KIND. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED. ECI DOES NOT WARRANT THAT THE SOFTWARE WILL RUN WITHOUT ERROR OR BE PROBLEM-FREE. IN NO EVENT SHALL ECI BE LIABLE TO LICENSEE FOR ANY LOSS OR DAMAGES, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION DATA LOSS, LOSS TO BUSINESS, OR OTHERWISE), INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR OTHERWISE, ARISING FROM OR RELATED IN ANY WAY TO THE SOFTWARE AND/OR DOCUMENTATION LICENSED BY ECI, WHETHER SUCH DAMAGES OR LOSS SOUND IN CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, AND ALL OTHERS), WARRANTY, OR UNDER STATUTE. ECI HAS ABSOLUTELY NO OBLIGATIONS OR LIABILITIES ASSOCIATED WITH OR ARISING OUT OF THE MANNER IN WHICH LICENSEE USES THE SOFTWARE AND OTHER DATA COVERED BY THIS LICENSE AGREEMENT.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 877-327-3702 x2 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:00am to 5:00pm Eastern Time.

4. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) :

_____ 1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums,

on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

 X

2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

5. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days' written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to 50% of all term license payments during the period that the software was under a term license within the ordering activity.

7. TERM LICENSE CESSATION

- a. After a software product has been on a continuous term license for a period of 120 months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

8. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
 - (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
 - (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license

(132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE
(SPECIAL ITEM NUMBER 132-50)**

1. SCOPE

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

6. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

7. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.

- b. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;
 - (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

8. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

Software licensees have unlimited access to online training and help resources provided by ECI and made available online at <http://www.EnergyCAP.com>.

<p>TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES (SPECIAL IDENTIFICATION NUMBER 132-52)</p>
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*****NOTE: If offering IT Professional Services with E-Commerce, use SIN 132-51 and include the Terms and Conditions applicable to the IT Professional Services offered.**

1. SCOPE

The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE

The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

3. INFORMATION ASSURANCE

- a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)
- b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, “Standards for Security Categorization of Federal Information and Information Systems”) (FIPS 200, “Minimum Security Requirements for Federal Information and Information Systems”) prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 132-52 is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).
- c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

4. DELIVERY SCHEDULE.

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in *Information for Ordering Activities Applicable to All Special Item Numbers*, paragraph 6. *Delivery Schedule*.

5. INTEROPERABILITY.

When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

6. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

7. PERFORMANCE OF ELECTRONIC SERVICES

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

9. RIGHTS IN DATA

The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

10. ACCEPTANCE TESTING

If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

11. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

Guaranteed system availability of 98% during customary Eastern Time Zone business office hours. Licensee shall be entitled to a credit of \$500 if system availability in any calendar quarter falls below 98% for that quarter.

The warranty shall commence upon the later of the following:

- a. Activation of the user's service
- b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

12. MANAGEMENT AND OPERATIONS PRICING

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

13. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

14. MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

14. ELECTRONIC COMMERCE SERVICE PLAN

(a) Describe the electronic service plan and eligibility requirements.

(b) Describe charges, if any, for additional usage guidelines.

(c) Describe corporate volume discounts and eligibility requirements, if any.

**USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS**

PREAMBLE

EnergyCAP, Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

Contact: Blaine Clapper, Asst. V.P., Sales
Phone: 877-327-3702
Email: Blaine.Clapper@EnergyCAP.com
Fax: 719-623-0577

**(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

**BASIC GUIDELINES FOR USING
“CONTRACTOR TEAM ARRANGEMENTS”**

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.

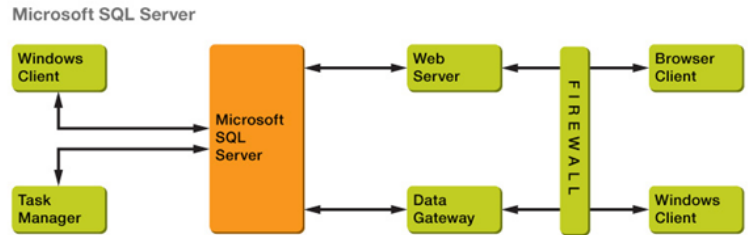
4. EnergyCAP Overview

Introduction

Welcome to EnergyCAP, the most powerful, flexible, and capable energy information system available in the market today. The following is an overview of EnergyCAP, along with information about the functionality that has made EnergyCAP the best-selling energy management software for over 30 years!

Architecture & Deployment Options (Web v Installed v SQL)

EnergyCAP uses the powerful Microsoft SQL Server for data storage and processing, which enables the tracking of an unlimited number of bills, accounts, meters, and buildings. Host your own EnergyCAP database, or we will host it for you in our commercial datacenter.



There are two client applications of EnergyCAP that connect to the database, both are used in parallel. The Web Browser Client and the Installed Windows Client. In general the Windows Client is used by power-users and administrators.

Web Browser Client



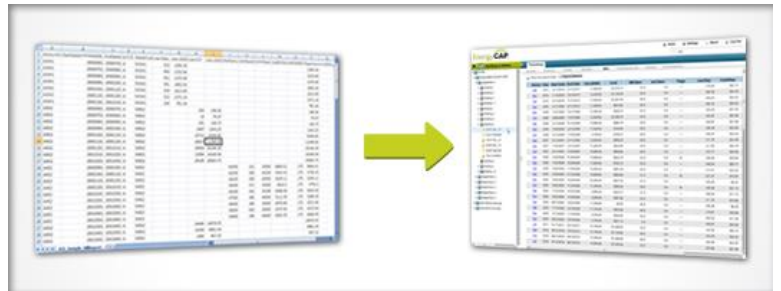
Installed Windows Client



Set Up Data Through Wizards or Import Templates

Setup Wizards throughout EnergyCAP walk you through new account, meter, building, and vendor setup; budget creation; rate schedule setup; bill entry workflow processes; and more.

Data import templates can greatly reduce manual data entry time, improve data accuracy, and speed up the overall implementation process. Import organizational data, historical bills, meter data, and a lot more.



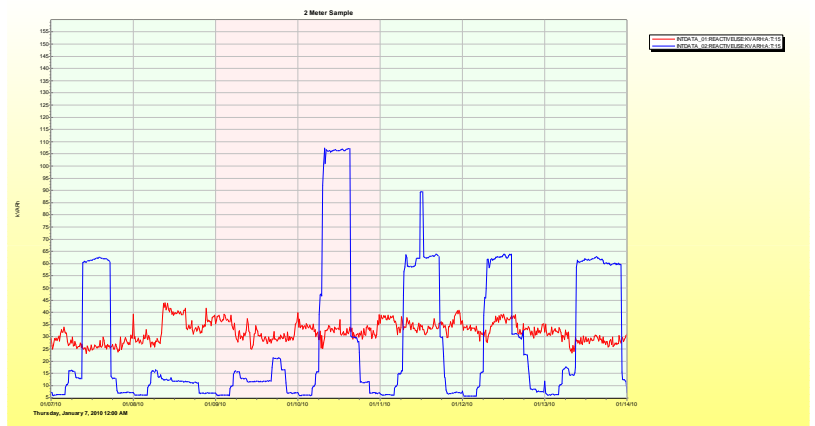
Types of Data

Track two types of energy information: (1) billing data and (2) channel data.

Billing data is information that comes from utility bills: monthly consumption, demand, cost, etc.

Meter:	486215-ELECTRIC1	Serial Number:	GRPHME #101 ...	Rate:	Rate-1
Place Code:	486215				
Electric Usage & Cost	4,897 kWh			4,500.00	\$
Metered/Actual Demand	58 kW				
Electric Billed Demand & Cost	58 kW			800.00	\$
Energy Supply Charge				0.00	\$
Misc Charges				189.00	\$
Usage & Cost Adjustments	0 kWh			0.00	\$
Taxes				0.00	\$
Late Fee				0.00	\$

Channel data is and time-series data, such as 15-minute electric meter interval data, daily gas consumption, production, occupancy, weather data, etc.



Navigation & Setup

Track any commodity (electric, natural gas, propane, oil, water, sewer, steam, refuse, recycling, telecom, etc.) and type of utility account, including vendor, deregulated, and internal chargeback or customer accounts. Record any or all bill line items.



Data is structured in user-friendly “TreeViews” that allow you to set up the database based on your organization’s hierarchical structure. Create two layouts: one for facilities & meters, and one for cost centers & accounts.

Filter reports and set individual user access rights for any level of the TreeView.

Buildings & Meters

- ▼ County Govt
 - ▶ Civil Services
 - ▶ Community Services
 - ▶ General Services
 - ▶ Admin Annex
 - ▶ Central Administration
 - ⚡ Electric #1
 - 🔥 Natural Gas
 - 🛢️ Oil
 - 💧 Water1
 - 💧 Water2
 - ▶ Contracting & HR
 - ▶ Energy Management
 - ▶ Facilities Mgmt
 - ▶ IT Services
 - ▶ North Office
 - ▶ Shared Services
 - ▶ Sustainability Office
 - ▶ New Hanover
 - ▶ Public Safety
 - ▶ Social Services

Accounts

- ▼ Accounts
 - ▼ COUNTY GOVERNMENT
 - ▶ 01-GENERAL GOV ADMIN
 - ▼ 02-JUDICIAL ADMIN
 - ▶ 33-CIRCRT 55-COURTS
 - ▶ 34-COM ATTORNEY
 - ▶ 111810251713
 - ▶ 131410305-50
 - ▶ 55-COURTS
 - ▶ 04-PUBLIC WORKS
 - ▶ 05-HEALTH & WELFARE
 - ▶ 06-PARKS & REC
 - ▶ 07-COMMUNITY DEV
 - ▶ ACCOUNT CLOSED

EnergyCAP allows you to create meter and building benchmarking groups based on any user-defined condition.

Examples of common groups are: building types, location/region of buildings, primary use of buildings, year constructed, buildings sharing similar control systems, meters on same rate code, meters by commodity, etc.



EnergyCAP automatically creates groups and reports on commonly requested conditions, such as primary use of buildings and account by utility rate by vendor.

Code	Name	Address	Status
02431178	02431178	Welles Pike State College, PA 16801	Active
109410250812	109410250812	309 WEST SCHOOL STREET State College, PA 16801	Inactive
109410250808	109410250808	48 HANCOCK PL State College, PA 16801	Inactive
109410253411	109410253411	43 CAROLYN CIRCLE, LEEBURG ME State College, PA 16801	Inactive
109410251712	109410251712	48 SYCOUX ROAD State College, PA 16801	Inactive
109410254472	109410254472	80PINE CIRCLE, HAMILTON ME State College, PA 16801	Inactive

Bill Entry-Upload, Workflow Settings

EnergyCAP's user-configurable workflow settings give you control over processes for entering, importing, auditing, verifying, approving, and paying utility bills.

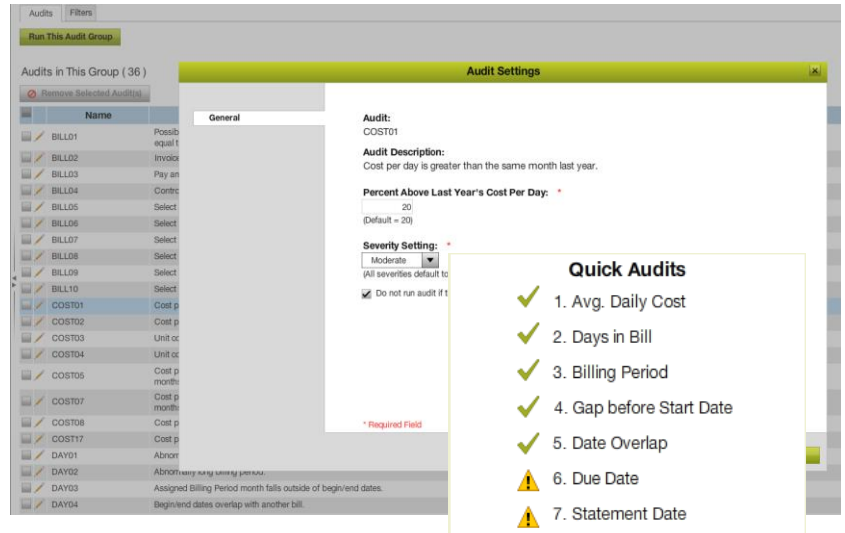
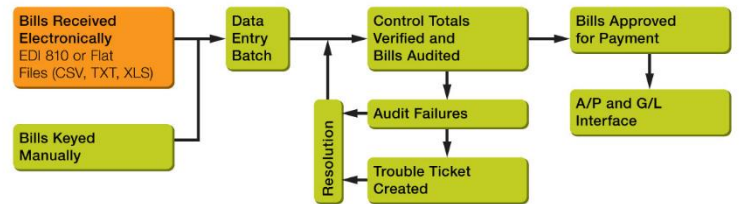
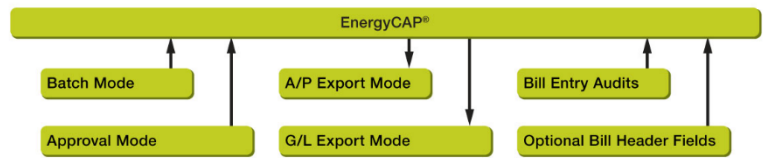
There are two ways to enter utility bills into EnergyCAP: manual entry or electronic import. Electronic bills can be imported in either EDI or flat file (txt, csv, xls) formats.

Alternatively, EnergyCAP can create tenant or chargeback bills from percentage splits, formulas, and meter readings.

Verify utility bill accuracy and spot problems using EnergyCAP's library of more than 50 audits. Create audit groups, perform quick check audits, and automate bill checking.

Export audited and approved bill records to an accounting system for final processing and payment, eliminating double entry of billing data.

Workflow Management Configuration Options



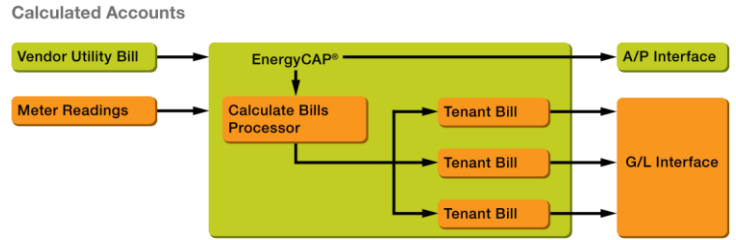
Chargebacks & Tenant Rebilling

EnergyCAP simplifies and streamlines the tenant rebilling and internal chargeback processes by performing the calculations for you.

Internal allocations of energy use and cost can be calculated in any of three ways:

- Bill Splits – Split bills by specific percentages for shared or unmetered facilities
- Calculated Accounts – Enter or import submeter readings to generate “invoices” for customers or tenants
- Virtual Accounts – Create scripts for more complex chargeback calculations

Chargebacks are managed through EnergyCAP’s Customers & Chargebacks Module and displayed in an easy-to-understand graphical workflow format.

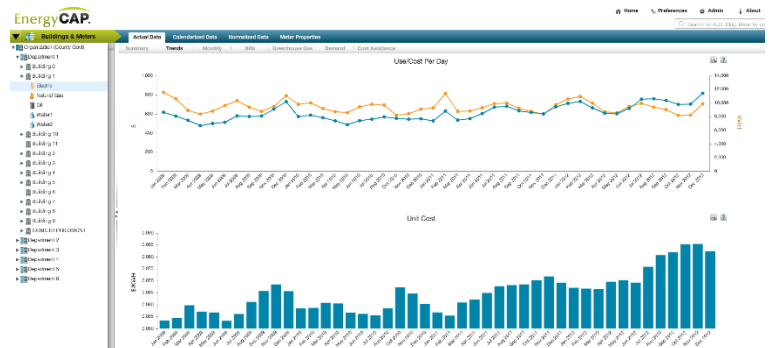


The screenshot shows the 'Add Charge' and 'Split Bill' interfaces. At the top, there's a lightning bolt icon and the text 'HELM #63884122 HELM_122'. Below that is an 'Add Charge' form with fields for 'Amount: 25', 'Observation Type: Fee', and 'With Caption: Fee'. Underneath is a 'Split Bill' section with a 'Total Split Percentage: 100.00000000%' and three 'Split %' input fields, each set to '25.00000000'. At the bottom, there are three 'Create Bill' cards, each with a 'Meter' and 'Customer' field. The first card has Meter: 'RCWPLANT-ELE1] Baker CW Plant-Ele12' and Customer: 'Education_Opp'. The second has Meter: '[CLEM_E120AD] clement elect' and Customer: 'Baird_Incubator'. The third has Meter: '[CLEM_E120CH] clement elect' and Customer: 'Educational Opportu'.

Reporting & Analyzing Data

“PowerViews” are located throughout EnergyCAP to give you a snapshot of cost, unit cost, and consumption for any meter, building, or department within your organization. This exclusive EnergyCAP feature puts current data at your fingertips.

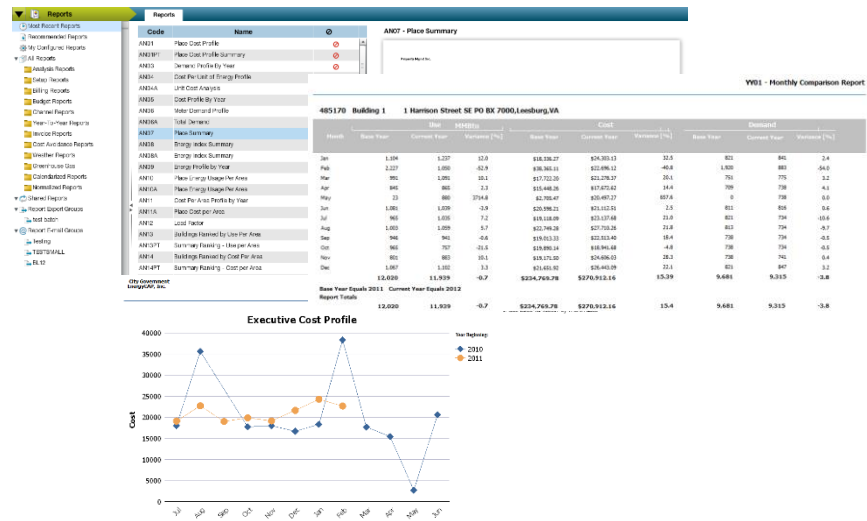
Quickly spot data outliers. Simply click on a meter, building, department, or other node to view trend charts and graphs, which are automatically displayed and dynamically updated.





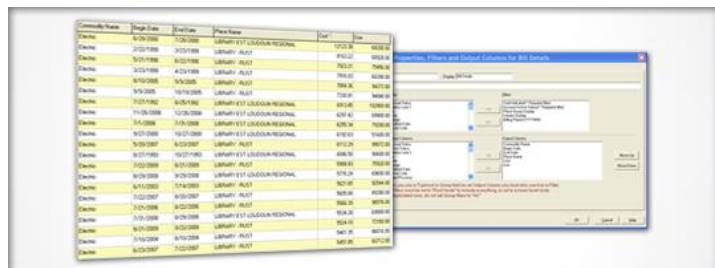
A user-configurable dashboard displays performance charts and graphs.

EnergyCAP displays utility information through more than 300 useful reports, charts, and graphs. Report categories include: Analysis, Billing, Budget, Cost Avoidance, ENERGY STAR, Greenhouse Gas, Invoice, Production, Weather, Calendarized, Normalized, and Year-to-Year. Export to Excel, PDF, HTML, or other formats. Customize your reports through a wide variety of filtering options.



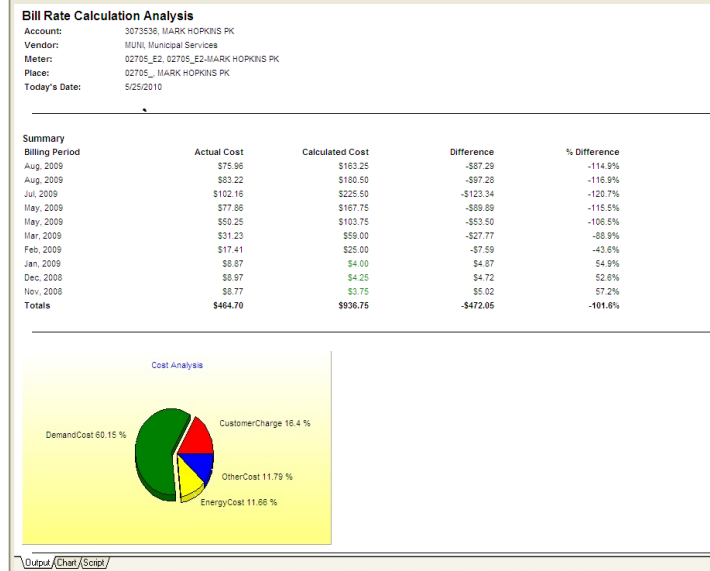
Data Export to Excel

Design custom spreadsheets for quick and easy export – to Excel or other applications – for ad-hoc reporting.



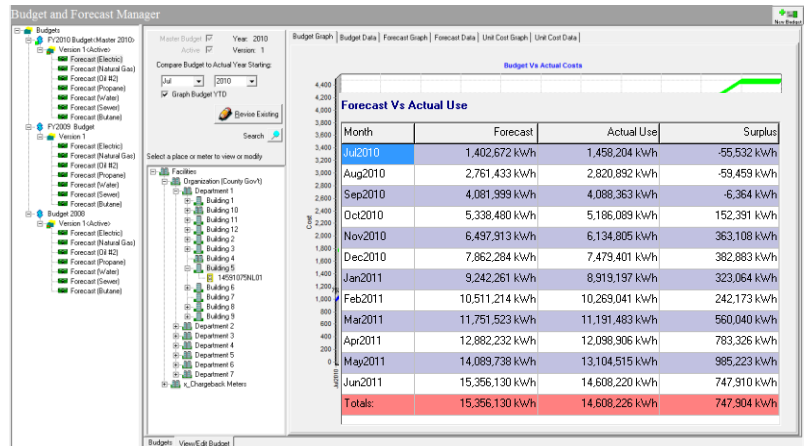
Rate Analysis

The Rate Wizard lets you create and maintain any number of simple or complex rates. Use the rate engine to verify bill cost and then run alternative analyses, or “What if” scenarios. For example, you can answer, “What would I have paid if this account had been on rate GS2 instead of rate GS1?” Create your own rate library with the helpful Rate Wizard.



Budgets & Forecasts

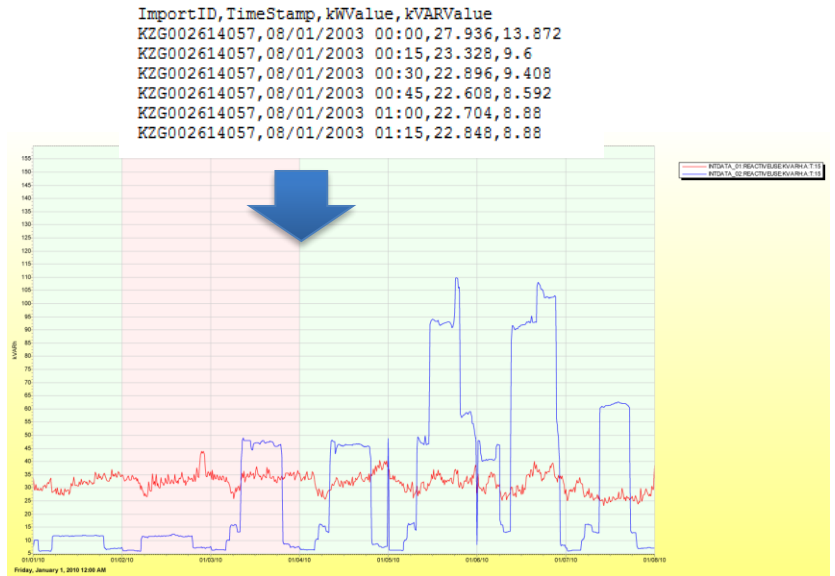
Create meter-by-meter, building-by-building granular budgets and forecasts that can be rolled up to any level of the organization, modified, and used for reporting. Create any number of budgets (actual, best case, worst case) based on historical bills or expected costs, usage, and unit costs.



Interval and Channel Data

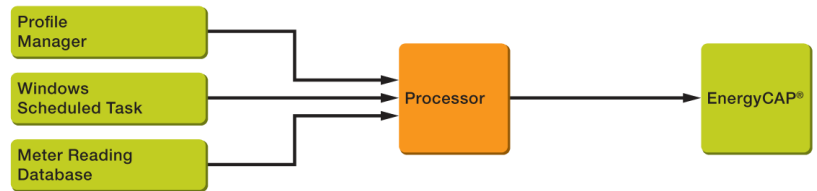
Import and analyze meter interval data (usually 15, 30, or 60-minute intervals) for detailed energy consumption analysis.

There are numerous options for charting, auditing, aggregating, and analyzing. In addition, track other electric meter channels (KVAR, power factor, current, voltage, etc.) and any time-series data, including production volume, occupancy, or weather conditions. Associate production with energy use to calculate, for example, energy used per hotel room stay or widget manufactured.



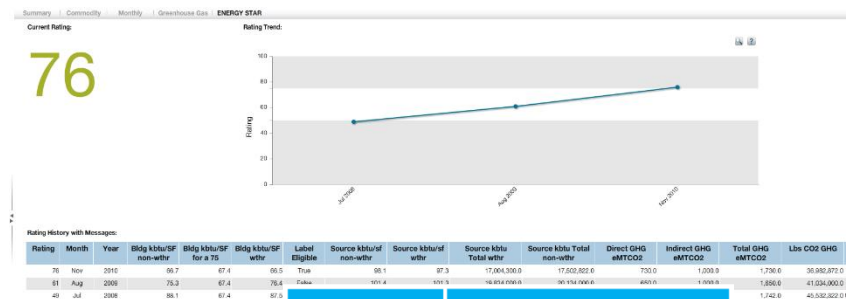
The Meter Data Converter and Scheduler (MDCS) enables you to automate and schedule the querying, formatting, and importing of meter reading data from a metering system into your EnergyCAP database.

Meter Data Converter and Scheduler

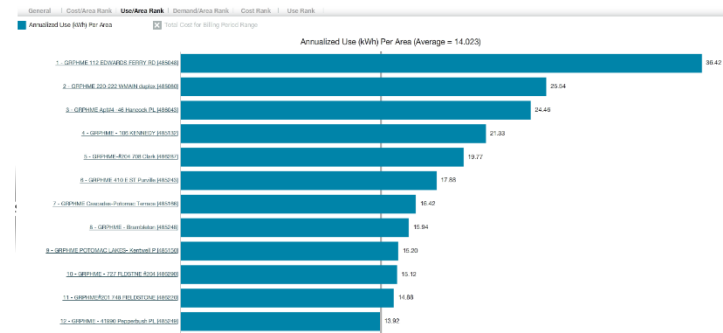


Benchmarking – ENERGY STAR

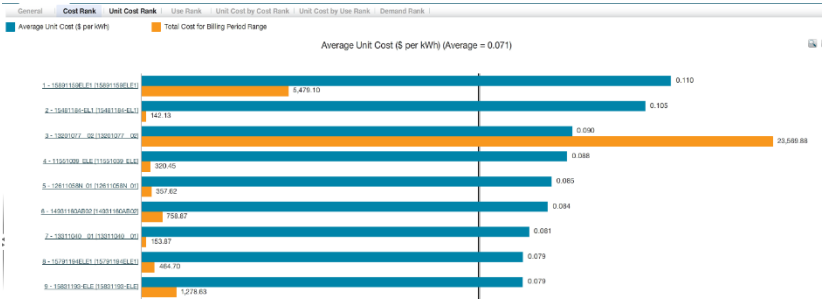
Automatically submit your building data to the EPA's Portfolio Manager in order to benchmark your buildings with their peers and obtain an official ENERGY STAR rating.



Rank and compare all of your organization's buildings within automatically created and user-defined peer groups. Instantly highlight outliers to prioritize energy conservation efforts.

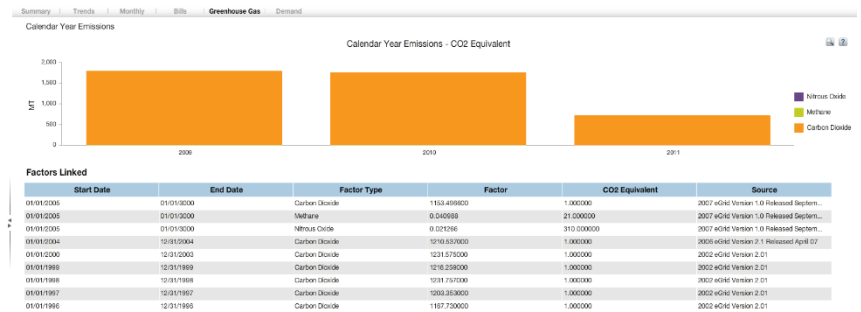


Rank and compare accounts and meters for quick rate analysis. Compare use per day, cost per day, and unit cost.



Greenhouse Gas Emissions

Calculate carbon footprint and report the Greenhouse Gas emissions resulting from energy use.

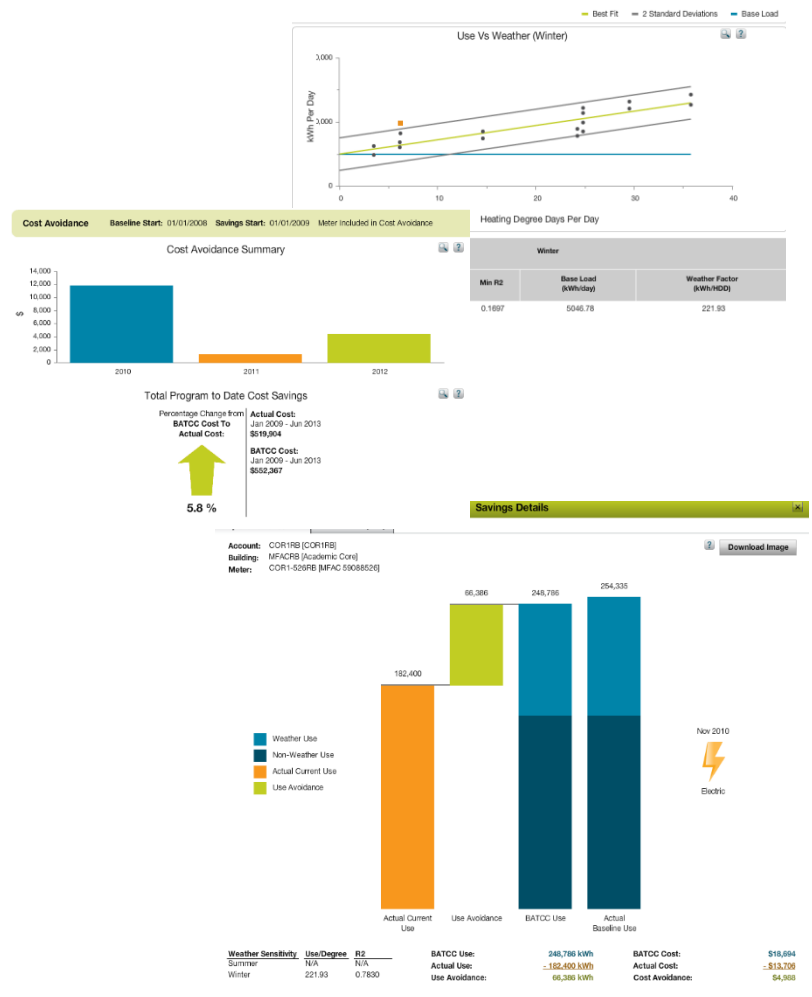


Cost Avoidance, M&V, and Weather Normalization

Calculate the savings attributable to energy management by comparing current bills with a normalized baseline year. EnergyCAP's Cost Avoidance module complies with the IPMVP, Section C (www.EVO-World.org) "whole building method" of energy savings measurement & verification.

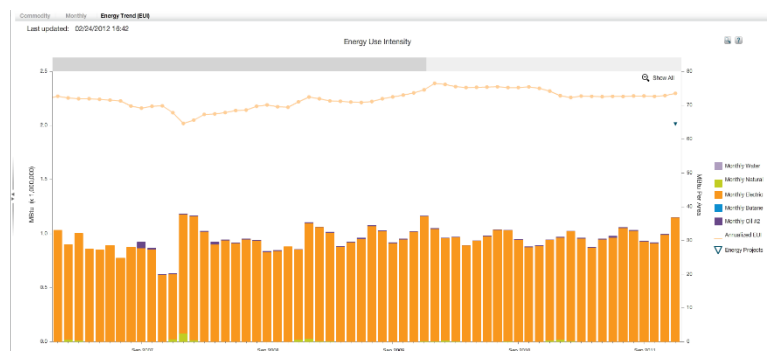
Calendarize utility bill usage and cost data by allocating it to the appropriate calendar month.

Normalize consumption data to a user-defined baseline year for meaningful year-to-year weather adjusted usage comparisons.



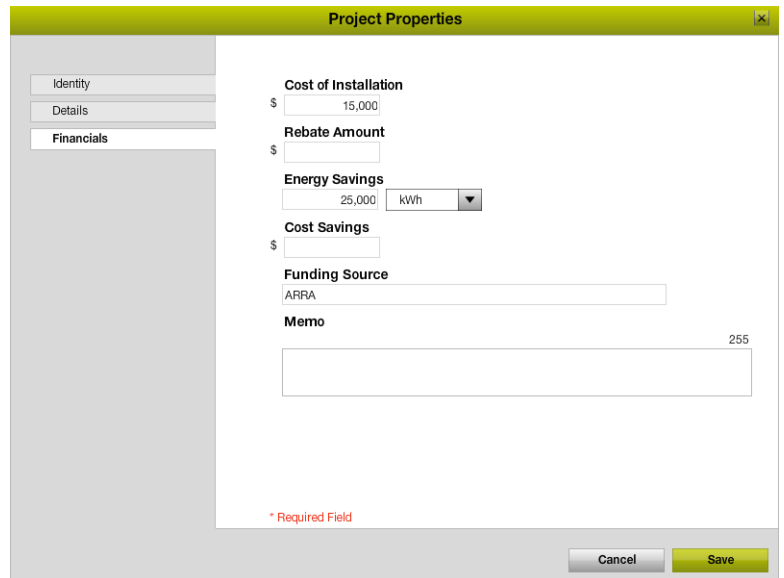
Energy Use Intensity

Energy Use Intensity is a very useful indicator of long-term energy efficiency trends. EUI represents the energy consumed by a building relative to its size. A building's EUI is calculated by taking the total energy consumed in one year (measured in kBtu) and dividing it by the total floorspace of the building.



Project Tracking

Report the energy and cost savings from your energy management projects. Organize the energy management projects you are implementing at a building or site. Report on the types of projects, start and completion dates, cost of the installation, rebate information, and the energy and cost savings from the project.



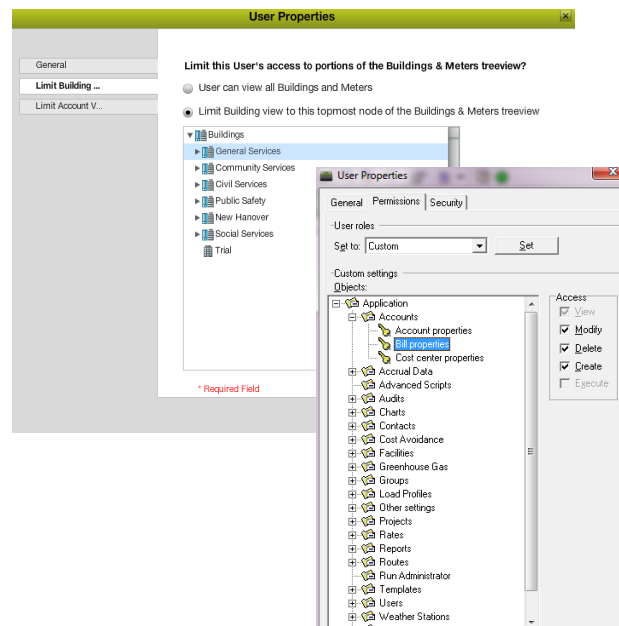
The screenshot shows the 'Project Properties' dialog box with a sidebar on the left containing 'Identity', 'Details', and 'Financials'. The main area contains the following fields:

- Cost of Installation:** \$ 15,000
- Rebate Amount:** \$
- Energy Savings:** 25,000 kWh (with a dropdown arrow)
- Cost Savings:** \$
- Funding Source:** ARRA
- Memo:** A text area with the number 255 in the top right corner.

At the bottom, there is a red asterisk label '* Required Field' and two buttons: 'Cancel' and 'Save'.

User Permissions

Each user has a login name, password, and list of accessible menus and features. Users can be limited to individual buildings, departments, or organizational levels. Authentication and authorization is a two-step process. Active directory compatible.



The screenshot shows the 'User Properties' dialog box. The 'General' tab is active, showing options to 'Limit this User's access to portions of the Buildings & Meters treeview?':

- User can view all Buildings and Meters
- Limit Building view to this topmost node of the Buildings & Meters treeview

A tree view on the left shows a hierarchy of categories: Buildings, General Services, Community Services, Civil Services, Public Safety, New Hanover, Social Services, and Trial. A second, smaller 'User Properties' dialog box is overlaid on top, showing the 'Security' tab with 'User roles' set to 'Custom' and a list of objects with checkboxes for 'View', 'Modify', 'Delete', 'Create', and 'Execute'.

Help

Numerous resources are available to assist if you have support questions.

Online searchable User Manual – <http://Help.EnergyCAP.com>

Technical Videos

Support Line – 877.327.3702

Support Suite & Knowledgebase

EnergyCAP Enterprise User Manual

You are here: Home → Getting Started

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Getting Help
EnergyCAP Quick Start Guide
Identifying your EnergyCAP Software Release, Database Version, and Build
Launching the EnergyCAP Software
Setting Preferences
EnergyCAP Enterprise System Requirements
Defining the

Getting Started

- Getting Help
 - EnergyCAP Quick Start Guide
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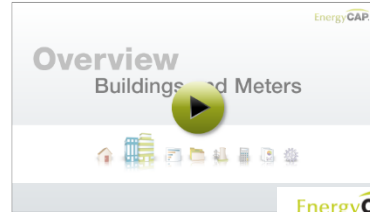


- Buildings and Meters Overview (Video)
- Adding a Building
- Adding a Meter
- Entering Bill Data
- Setting Up ENERGY STAR
- Modifying Buildings or Meters
- Viewing Chart Data
- Selecting a Bill Entry Template for a Meter
- Tracking a Project

Buildings and Meters

Access detailed energy information at the meter level, summary information at the building level, and rolled up overviews at all organizational levels such as department, division, and region.

Buildings and Meters Overview (Video)



EnergyCAP Support Suite

28 Feb 2013

Support Center

- Register**
Register a new account to submit new or view existing tickets.
- Submit a Ticket**
Submit a new issue to a Department.
- Knowledgebase**
View categorized listing of all common frequently asked questions.
- News**
View latest company news and announcements.
- Downloads**
View our categorized library of downloads for all necessary manuals, software, etc.

Latest Download Files	Date Added
Removed Weather Stations	26 Oct 2011 09:07 AM
Duplicate Obs Type and Commodity	15 Jun 2011 02:31 PM
Setup Sheet	14 Jun 2011 01:23 PM
Setup Sheet View	14 Jun 2011 01:21 PM

Popular Knowledgebase Articles	Views
EC Enterprise: Deleting a Bill Export Profile	4424
EC Enterprise: Setup Sheet Import Aborted - Error Message	4049
EC Enterprise: Not receiving Data on BL17 when Batch and Date Filters are used	3225
EC Enterprise : Can't Import Custom Spreadsheet.xml	3223
EC Enterprise: Can't run EnergyCAP reports via Citrix	3148

Latest News

- February 15: Technical Support Personnel Change
- February 14: Service Pack 2 of EnergyCAP 6.2
- January 05: Offices closed on Monday, January 9
- December 21: Offices closed for Christmas and New Years Day
- December 01: 2011 EnergyCAP Customer Satisfaction Survey Drawing Winners
- November 22: Offices closed for Thanksgiving

Search:

Entire Support Site

5. Products & Services Price List

This portion intentionally left blank.

EnergyCap, Inc. Products Pricing Proposal

10/17/2017

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NUMBER	PRODUCT DESCRIPTION	Description	UOI	GSA (%) DISCOUNT (exclusive of the .75% IFF)	GSA OFFER PRICE (exclusive of the .75% IFF)	GSA OFFER PRICE (inclusive of the .75% IFF)	QUANTITY/VOLUME DISCOUNT	COO
132 32	EnergyCAP, Inc.	ECE-250-BASE-ANNUAL	ENT-SL	EnergyCAP Enterprise-Base Features_250_Meters_CA_H	Base Software License & Maintenance	Per year	5%	\$8,075.00	\$8,136.02	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	250-ID_Module	ENT-SL	Interval Data Module_250_Meters	Optional module	Per year	9%	\$1,052.90	\$1,060.86	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	250-Chargebacks_Module	ENT-SL	Chargebacks Module_250_Meters	Optional module	Per year	9%	\$1,684.63	\$1,697.36	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	250-AP_Interface_Module	ENT-SL	A/P Interface Module_250_Meters	Optional module	Per year	9%	\$1,052.90	\$1,060.86	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	250-Accrual_Module	ENT-SL	250-Accrual_Module	Optional module	Per year	5%	\$1,900.00	\$1,914.36	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	ECE-500-BASE-ANNUAL	ENT-SL	EnergyCAP Enterprise-Base Features_500_Meters_CA_H	Base Software License & Maintenance	Per year	5%	\$10,925.00	\$11,007.56	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	500-ID_Module	ENT-SL	Interval Data Module_500_Meters	Optional module	Per year	9%	\$1,579.35	\$1,591.28	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	500-Chargebacks_Module	ENT-SL	Chargebacks Module_500_Meters	Optional module	Per year	9%	\$2,526.95	\$2,546.05	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	500-AP_Interface_Module	ENT-SL	A/P Interface Module_500_Meters	Optional module	Per year	9%	\$1,579.35	\$1,591.28	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	500-Accrual_Module	ENT-SL	Accruals Module_500_Meters	Optional module	Per year	5%	\$2,850.00	\$2,871.54	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	ECE-1000-BASE-ANNUAL	ENT-SL	EnergyCAP Enterprise-Base Features_1000_Meters_CA_H	Base Software License & Maintenance	Per year	5%	\$16,150.00	\$16,272.04	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	1000-ID_Module	ENT-SL	Interval Data Module_1000_Meters	Optional module	Per year	6%	\$2,632.24	\$2,652.13	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	1000-Chargebacks_Module	ENT-SL	Chargebacks Module_1000_Meters	Optional module	Per year	6%	\$4,211.59	\$4,243.42	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	1000-AP_Interface_Module	ENT-SL	A/P Interface Module_1000_Meters	Optional module	Per year	6%	\$2,632.24	\$2,652.13	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	1000-Accrual_Module	ENT-SL	Accruals Module_1000_Meters	Optional module	Per year	5%	\$4,750.00	\$4,785.89	Addl 1% on orders of \$100,000 or more	USA

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NUMBER	PRODUCT DESCRIPTION	Description	UOI	GSA (%) DISCOUNT (exclusive of the .75% IFF)	GSA OFFER PRICE (exclusive of the .75% IFF)	GSA OFFER PRICE (inclusive of the .75% IFF)	QUANTITY/VOLUME DISCOUNT	COO
132 32	EnergyCAP, Inc.	ECE-1500-BASE-ANNUAL	ENT-SL	EnergyCAP Enterprise-Base Features_1500_Meters_CA_H	Base Software License & Maintenance	Per year	5%	\$19,000.00	\$19,143.58	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	1500-ID_Module	ENT-SL	Interval Data Module_1500_Meters	Optional module	Per year	6%	\$3,158.69	\$3,182.56	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	1500-Chargebacks_Module	ENT-SL	Chargebacks Module_1500_Meters	Optional module	Per year	6%	\$5,053.90	\$5,092.09	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	1500-AP_Interface_Module	ENT-SL	A/P Interface Module_1500_Meters	Optional module	Per year	6%	\$3,158.69	\$3,182.56	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	1500-Accrual_Module	ENT-SL	Accruals Module_1500_Meters	Optional module	Per year	5%	\$5,700.00	\$5,743.07	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	ECE-2000-BASE-ANNUAL	ENT-SL	EnergyCAP Enterprise-Base Features_2000_Meters_CA_H	Base Software License & Maintenance	Per year	5%	\$21,850.00	\$22,015.11	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	2000-ID_Module	ENT-SL	Interval Data Module_2000_Meters	Optional module	Per year	7%	\$3,685.14	\$3,712.99	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	2000-Chargebacks_Module	ENT-SL	Chargebacks Module_2000_Meters	Optional module	Per year	7%	\$5,896.22	\$5,940.78	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	2000-AP_Interface_Module	ENT-SL	A/P Interface Module_2000_Meters	Optional module	Per year	7%	\$3,685.14	\$3,712.99	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	2000-Accrual_Module	ENT-SL	Accruals Module_2000_Meters	Optional module	Per year	5%	\$6,650.00	\$6,700.25	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	ECE-2500-BASE-ANNUAL	ENT-SL	EnergyCAP Enterprise-Base Features_2500_Meters_CA_H	Base Software License & Maintenance	Per year	5%	\$24,700.00	\$24,886.65	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	2500-ID_Module	ENT-SL	Interval Data Module_2500_Meters	Optional module	Per year	5%	\$4,277.92	\$4,310.25	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	2500-Chargebacks_Module	ENT-SL	Chargebacks Module_2500_Meters	Optional module	Per year	5%	\$6,843.83	\$6,895.55	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	2500-AP_Interface_Module	ENT-SL	A/P Interface Module_2500_Meters	Optional module	Per year	5%	\$4,277.92	\$4,310.25	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	2500-Accrual_Module	ENT-SL	Accruals Module_2500_Meters	Optional module	Per year	5%	\$7,718.75	\$7,777.08	Addl 1% on orders of \$100,000 or more	USA

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NUMBER	PRODUCT DESCRIPTION	Description	UOI	GSA (%) DISCOUNT (exclusive of the .75% IFF)	GSA OFFER PRICE (exclusive of the .75% IFF)	GSA OFFER PRICE (inclusive of the .75% IFF)	QUANTITY/VOLUME DISCOUNT	COO
132 32	EnergyCAP, Inc.	ECE-3500-BASE-ANNUAL	ENT-SL	EnergyCAP Enterprise-Base Features_3500_Meters_CA_H	Base Software License & Maintenance	Per year	5%	\$32,300.00	\$32,544.08	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	3500-ID_Module	ENT-SL	Interval Data Module_3500_Meters	Optional module	Per year	6%	\$5,527.71	\$5,569.48	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	3500-Chargebacks_Module	ENT-SL	Chargebacks Module_3500_Meters	Optional module	Per year	6%	\$8,844.33	\$8,911.16	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	3500-AP_Interface_Module	ENT-SL	A/P Interface Module_3500_Meters	Optional module	Per year	6%	\$5,527.71	\$5,569.48	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	3500-Accrual_Module	ENT-SL	Accruals Module_3500_Meters	Optional module	Per year	5%	\$9,975.00	\$10,050.38	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	ECE-5000-BASE-ANNUAL	ENT-SL	EnergyCAP Enterprise-Base Features_5000_Meters_CA_H	Base Software License & Maintenance	Per year	5%	\$42,750.00	\$43,073.05	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	5000-ID_Module	ENT-SL	Interval Data Module_5000_Meters	Optional module	Per year	6%	\$7,238.66	\$7,293.36	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	5000-Chargebacks_Module	ENT-SL	Chargebacks Module_5000_Meters	Optional module	Per year	6%	\$11,581.86	\$11,669.38	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	5000-AP_Interface_Module	ENT-SL	A/P Interface Module_5000_Meters	Optional module	Per year	6%	\$7,238.66	\$7,293.36	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	5000-Accrual_Module	ENT-SL	Accruals Module_5000_Meters	Optional module	Per year	5%	\$13,062.50	\$13,161.21	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	ECE-7500-BASE-ANNUAL	ENT-SL	EnergyCAP Enterprise-Base Features_7500_Meters_CA_H	Base Software License & Maintenance	Per year	5%	\$59,850.00	\$60,302.27	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	7500-ID_Module	ENT-SL	Interval Data Module_7500_Meters	Optional module	Per year	32%	\$7,238.66	\$7,293.36	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	7500-Chargebacks_Module	ENT-SL	Chargebacks Module_7500_Meters	Optional module	Per year	32%	\$11,581.86	\$11,669.38	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	7500-AP_Interface_Module	ENT-SL	A/P Interface Module_7500_Meters	Optional module	Per year	32%	\$7,238.66	\$7,293.36	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	7500-Accrual_Module	ENT-SL	Accruals Module_7500_Meters	Optional module	Per year	5%	\$13,062.50	\$13,161.21	Addl 1% on orders of \$100,000 or more	USA

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NUMBER	PRODUCT DESCRIPTION	Description	UOI	GSA (%) DISCOUNT (exclusive of the .75% IFF)	GSA OFFER PRICE (exclusive of the .75% IFF)	GSA OFFER PRICE (inclusive of the .75% IFF)	QUANTITY/VOLUME DISCOUNT	COO
132 32	EnergyCAP, Inc.	ECE-10,000-BASE-ANNUAL	ENT-SL	EnergyCAP Enterprise-Base Features_10,000_Meters_CA_H	Base Software License & Maintenance	Per year	5%	\$71,250.00	\$71,788.41	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	10,000-ID_Module	ENT-SL	Interval Data Module_10,000_Meters	Optional module	Per year	5%	\$11,845.09	\$11,934.60	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	10,000-Chargebacks_Module	ENT-SL	Chargebacks Module_10,000_Meters	Optional module	Per year	5%	\$18,952.14	\$19,095.36	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	10,000-AP_Interface_Module	ENT-SL	A/P Interface Module_10,000_Meters	Optional module	Per year	5%	\$11,845.09	\$11,934.60	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	10,000-Accrual_Module	ENT-SL	Accruals Module_10,000_Meters	Optional module	Per year	5%	\$21,375.00	\$21,536.52	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	ECE-250-BASE-PERPETUAL	ENT-SL	EnergyCAP Enterprise-Base Features_250_Meters_CA_H	Base Software License	Up to 250 meters	5%	\$22,325.00	\$22,493.70	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	250-ID_Module	ENT-SL	Interval Data Module_250_Meters	Optional module	Up to 250 meters	9%	\$3,685.14	\$3,712.99	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	250-Chargebacks_Module	ENT-SL	Chargebacks Module_250_Meters	Optional module	Up to 250 meters	9%	\$5,896.22	\$5,940.78	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	250-AP_Interface_Module	ENT-SL	A/P Interface Module_250_Meters	Optional module	Up to 250 meters	9%	\$3,685.14	\$3,712.99	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	250-Accrual_Module	ENT-SL	Accruals Module_250_Meters	Optional module	Up to 250 meters	5%	\$6,650.00	\$6,700.25	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	ECE-500-BASE-PERPETUAL	ENT-SL	EnergyCAP Enterprise-Base Features_500_Meters_CA_H	Base Software License	Up to 500 meters	5%	\$32,300.00	\$32,544.08	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	500-ID_Module	ENT-SL	Interval Data Module_500_Meters	Optional module	Up to 500 meters	9%	\$5,527.71	\$5,569.48	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	500-Chargebacks_Module	ENT-SL	Chargebacks Module_500_Meters	Optional module	Up to 500 meters	9%	\$8,844.33	\$8,911.16	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	500-AP_Interface_Module	ENT-SL	A/P Interface Module_500_Meters	Optional module	Up to 500 meters	9%	\$5,527.71	\$5,569.48	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	500-Accrual_Module	ENT-SL	Accruals Module_500_Meters	Optional module	Up to 500 meters	5%	\$9,975.00	\$10,050.38	Addl 1% on orders of \$100,000 or more	USA

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NUMBER	PRODUCT DESCRIPTION	Description	UOI	GSA (%) DISCOUNT (exclusive of the .75% IFF)	GSA OFFER PRICE (exclusive of the .75% IFF)	GSA OFFER PRICE (inclusive of the .75% IFF)	QUANTITY/VOLUME DISCOUNT	COO
132 33	EnergyCAP, Inc.	ECE-1000-BASE-PERPETUAL	ENT-SL	EnergyCAP Enterprise-Base Features_1000_Meters_CA_H	Base Software License	Up to 1000 meters	5%	\$50,635.00	\$51,017.63	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	1000-ID_Module	ENT-SL	Interval Data Module_1000_Meters	Optional module	Up to 1000 meters	6%	\$9,212.85	\$9,282.47	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	1000-Chargebacks_Module	ENT-SL	Chargebacks Module_1000_Meters	Optional module	Up to 1000 meters	6%	\$14,740.55	\$14,851.94	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	1000-AP_Interface_Module	ENT-SL	A/P Interface Module_1000_Meters	Optional module	Up to 1000 meters	6%	\$9,212.85	\$9,282.47	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	1000-Accrual_Module	ENT-SL	Accruals Module_1000_Meters	Optional module	Up to 1000 meters	5%	\$16,625.00	\$16,750.63	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	ECE-1500-BASE-PERPETUAL	ENT-SL	EnergyCAP Enterprise-Base Features_1500_Meters_CA_H	Base Software License	Up to 1500 meters	5%	\$60,610.00	\$61,068.01	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	1500-ID_Module	ENT-SL	Interval Data Module_1500_Meters	Optional module	Up to 1500 meters	6%	\$11,055.42	\$11,138.96	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	1500-Chargebacks_Module	ENT-SL	Chargebacks Module_1500_Meters	Optional module	Up to 1500 meters	6%	\$17,688.66	\$17,822.33	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	1500-AP_Interface_Module	ENT-SL	A/P Interface Module_1500_Meters	Optional module	Up to 1500 meters	6%	\$11,055.42	\$11,138.96	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	1500-Accrual_Module	ENT-SL	Accruals Module_1500_Meters	Optional module	Up to 1500 meters	5%	\$19,950.00	\$20,100.76	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	ECE-2000-BASE-PERPETUAL	ENT-SL	EnergyCAP Enterprise-Base Features_2000_Meters_CA_H	Base Software License	Up to 2000 meters	5%	\$70,585.00	\$71,118.39	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	2000-ID_Module	ENT-SL	Interval Data Module_2000_Meters	Optional module	Up to 2000 meters	7%	\$12,897.98	\$12,995.45	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	2000-Chargebacks_Module	ENT-SL	Chargebacks Module_2000_Meters	Optional module	Up to 2000 meters	7%	\$20,636.78	\$20,792.73	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	2000-AP_Interface_Module	ENT-SL	A/P Interface Module_2000_Meters	Optional module	Up to 2000 meters	7%	\$12,897.98	\$12,995.45	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	2000-Accrual_Module	ENT-SL	Accruals Module_2000_Meters	Optional module	Up to 2000 meters	5%	\$23,275.00	\$23,450.88	Addl 1% on orders of \$100,000 or more	USA

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NUMBER	PRODUCT DESCRIPTION	Description	UOI	GSA (%) DISCOUNT (exclusive of the .75% IFF)	GSA OFFER PRICE (exclusive of the .75% IFF)	GSA OFFER PRICE (inclusive of the .75% IFF)	QUANTITY/VOLUME DISCOUNT	COO
132 33	EnergyCAP, Inc.	ECE-2500-BASE-PERPETUAL	ENT-SL	EnergyCAP Enterprise-Base Features_2500_Meters_CA_H	Base Software License	Up to 2500 meters	5%	\$80,560.00	\$81,168.77	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	2500-ID_Module	ENT-SL	Interval Data Module_2500_Meters	Optional module	Up to 2500 meters	5%	\$14,971.14	\$15,084.27	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	2500-Chargebacks_Module	ENT-SL	Chargebacks Module_2500_Meters	Optional module	Up to 2500 meters	5%	\$23,953.40	\$24,134.41	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	2500-AP_Interface_Module	ENT-SL	A/P Interface Module_2500_Meters	Optional module	Up to 2500 meters	5%	\$14,971.14	\$15,084.27	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	2500-Accrual_Module	ENT-SL	Accruals Module_2500_Meters	Optional module	Up to 2500 meters	5%	\$27,016.10	\$27,220.25	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	ECE-3500-BASE-PERPETUAL	ENT-SL	EnergyCAP Enterprise-Base Features_3500_Meters_CA_H	Base Software License	Up to 3500 meters	5%	\$104,785.00	\$105,576.83	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	3500-ID_Module	ENT-SL	Interval Data Module_3500_Meters	Optional module	Up to 3500 meters	6%	\$19,346.98	\$19,493.18	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	3500-Chargebacks_Module	ENT-SL	Chargebacks Module_3500_Meters	Optional module	Up to 3500 meters	6%	\$30,955.16	\$31,189.08	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	3500-AP_Interface_Module	ENT-SL	A/P Interface Module_3500_Meters	Optional module	Up to 3500 meters	6%	\$19,346.98	\$19,493.18	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	3500-Accrual_Module	ENT-SL	Accruals Module_3500_Meters	Optional module	Up to 3500 meters	5%	\$34,912.50	\$35,176.32	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	ECE-5000-BASE-PERPETUAL	ENT-SL	EnergyCAP Enterprise-Base Features_5000_Meters_CA_H	Base Software License	Up to 5000 meters	5%	\$137,750.00	\$138,790.93	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	5000-ID_Module	ENT-SL	Interval Data Module_5000_Meters	Optional module	Up to 5000 meters	6%	\$25,335.85	\$25,527.30	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	5000-Chargebacks_Module	ENT-SL	Chargebacks Module_5000_Meters	Optional module	Up to 5000 meters	6%	\$40,536.52	\$40,842.84	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	5000-AP_Interface_Module	ENT-SL	A/P Interface Module_5000_Meters	Optional module	Up to 5000 meters	6%	\$25,335.85	\$25,527.30	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	5000-Accrual_Module	ENT-SL	Accruals Module_5000_Meters	Optional module	Up to 5000 meters	5%	\$45,718.75	\$46,064.23	Addl 1% on orders of \$100,000 or more	USA

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NUMBER	PRODUCT DESCRIPTION	Description	UOI	GSA (%) DISCOUNT (exclusive of the .75% IFF)	GSA OFFER PRICE (exclusive of the .75% IFF)	GSA OFFER PRICE (inclusive of the .75% IFF)	QUANTITY/VOLUME DISCOUNT	COO
132 33	EnergyCAP, Inc.	ECE-7500-BASE-PERPETUAL	ENT-SL	EnergyCAP Enterprise-Base Features_7500_Meters_CA_H	Base Software License	Up to 7500 meters	5%	\$191,710.00	\$193,158.69	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	7500-ID_Module	ENT-SL	Interval Data Module_7500_Meters	Optional module	Up to 7500 meters	8%	\$34,548.70	\$34,809.77	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	7500-Chargebacks_Module	ENT-SL	Chargebacks Module_7500_Meters	Optional module	Up to 7500 meters	8%	\$55,277.08	\$55,694.79	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	7500-AP_Interface_Module	ENT-SL	A/P Interface Module_7500_Meters	Optional module	Up to 7500 meters	8%	\$34,548.70	\$34,809.77	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	7500-Accrual_Module	ENT-SL	Accruals Module_7500_Meters	Optional module	Up to 7500 meters	5%	\$62,343.75	\$62,814.86	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	ECE-10,000-BASE-PERPETUAL	ENT-SL	EnergyCAP Enterprise-Base Features_10,000_Meters_CA_H	Base Software License	Up to 10,000 meters	5%	\$225,625.00	\$227,329.97	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	10,000-ID_Module	ENT-SL	Interval Data Module_10,000_Meters	Optional module	Up to 10,000 meters	5%	\$41,457.81	\$41,771.09	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	10,000-Chargebacks_Module	ENT-SL	Chargebacks Module_10,000_Meters	Optional module	Up to 10,000 meters	5%	\$66,332.49	\$66,833.74	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	10,000-AP_Interface_Module	ENT-SL	A/P Interface Module_10,000_Meters	Optional module	Up to 10,000 meters	5%	\$41,457.81	\$41,771.09	Addl 1% on orders of \$100,000 or more	USA
132 33	EnergyCAP, Inc.	10,000-Accrual_Module	ENT-SL	Accruals Module_10,000_Meters	Optional module	Up to 10,000 meters	5%	\$74,812.50	\$75,377.83	Addl 1% on orders of \$100,000 or more	USA
132 32	EnergyCAP, Inc.	Report_Designer_Module	ENT-SL	EnergyCAP Report Designer Module	Report Designer Module	Per year	5%	\$1,895.25	\$1,909.57	Addl 1% on orders of \$100,000 or more	USA
132 34	EnergyCAP, Inc.	SFTWR_MAINT_PERPET	E-ECMA	EnergyCAP Maintenance Agreement (ECMA)	Annual software maintenance and support service agreement. Includes software technical support, software upgrades, and access to weather data, GHG conversion factors, and interface to ENERGY STAR's Portfolio Manager.	Of perpetual software license fee per year	6%	16.85%	16.97%	Addl 1% on orders of \$100,000 or more	USA
132 34	EnergyCAP, Inc.	SFTWR_IMPLM ENT	ENT-IMP	Software Implementation Services	Implementation services	per hour	5%	\$157.93	\$159.12	Addl 1% on orders of \$100,000 or more	USA
132 52	EnergyCAP, Inc.	HOSTING	E-DB Hosting	EnergyCAP Database Hosting	Database hosting service	meter w/ \$2,500 per year minimum	5%	\$0.95	\$0.96	Addl 1% on orders of \$100,000 or more	USA

EnergyCap, Inc. Training Courses Pricing Proposal

10/17/2017

SIN(s) PROPOSED	Course Title	Course Length	Minimum Participants	Maximum Participants	Price per Student per Day (based on Max attendance)	Price Per Course or Per Person	GSA(%) DISCOUNT (exclusive of the .75% IFF)	PRICE OFFERED TO GSA (excluding IFF)	PRICE OFFERED TO GSA (including IFF)	QUANTITY/VOLUME DISCOUNT
132 50	Online Software Training Session	One Hour	1	999	200	Per Person/Per hour	5%	\$190.00	\$191.44	Addl 1% on orders of \$100,000 or more.
132 50	OnSite Software Training: Two six-hour days in Eastern or Central time zone	Two Six Hour Days	1	30	N/A	Per Course	5%	\$5,695.12	\$5,738.16	Addl 1% on orders of \$100,000 or more.
132 50	OnSite Software Training: Two six-hour days in Mountain or Pacific time zone	Two Six Hour Days	1	30	N/A	Per Course	5%	\$6,652.20	\$6,702.47	Addl 1% on orders of \$100,000 or more.

6. Distribution Points

The EnergyCAP software described herein may only be purchased from EnergyCAP, Inc., the application's developer and sole source.

EnergyCAP products are produced at and supported from EnergyCAP, Inc.'s headquarters location in State College, PA, USA. The personnel providing EnergyCAP software training are also located at the State College, PA office.

7. Participating Dealers

The EnergyCAP software application and related services described herein are only available from EnergyCAP, Inc., the application's developer and sole source.