

**STATE OF NORTH CAROLINA**

**Contract Identification NWS 2024-0139**

**COUNTY OF WAKE**

**MASTER SERVICES AGREEMENT**

THIS MASTER SERVICES AGREEMENT (hereinafter “Agreement”) is entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between, Enpira Inc., a Delaware Corporation with its principal business offices located at 2530 Meridian Pkwy STE 300 Durham NC (prior to 12/31/2023) and 5000 Centre Green Way STE 500 Cary NC (after 1/1/2024) (the “Contractor”), and the Town of Apex, a municipal corporation of the State of North Carolina, (the “Town”). Town and Contractor may collectively be referred to as “Parties” hereinafter.

**WITNESSETH:**

WHEREAS, Town, is engaged in the operation of Town buildings, facilities, and vehicles, the study of which is necessary to determine fuel, solar, and other utility usage and efficiency; and

WHEREAS, the professional services of outside firms or consultants and/or others will from time to time in the future be needed by the Town for the services as described above; and

WHEREAS, Contractor provides professional services of the nature required by the Town and employs trained and experienced technical personnel possessing adequate knowledge, skills, and experience to provide such professional services to the Town; and

WHEREAS, the Parties contemplate that the services of the Contractor will be performed in various stages in accordance with separate authorizations to be issued by the Town, and the Parties desire to set forth the basic terms of their agreement in this Master Services Agreement rather than in the separate authorizations issued by the Town; and

WHEREAS, the Parties acknowledge and agree that this Agreement shall act as a base agreement under which the Parties can enter into multiple specific transactions by executing a Purchase Order and written confirmation to proceed pursuant to a Scope of Services, quote, and/or rate sheet; and

WHEREAS, the Parties agree that this Agreement is non-exclusive and does not require or commit the Contractor to being available to perform services until a Scope of Services and quote is submitted, and does not preclude the Town from hiring other vendors or contractors to perform the same or similar work.

NOW THEREFORE, in consideration of the foregoing recitals, and the premises and mutual covenants herein contained, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, hereto do contract and agree as follows:

## **1. SCOPE OF SERVICES.**

The Contractor agrees to perform for the Town the following general services when requested by the Town:

Enpira will provide software and utility data services as detailed in individual Scopes of Services to be included as Appendices to this Agreement as well as in the attached “Attachment: Software Terms of Use Agreement.” .

When service is requested by the Town, Contractor shall provide a detailed Scope of Services and quote that shall be governed by the terms of this Agreement. If a rate sheet is provided and attached to this Agreement then the quote shall be consistent with the rate sheet. The quote and Scope of Services shall reference this Agreement and this Agreement shall be incorporated into and made a part of the Scope of Services and quote whether or not expressly incorporated by reference in the Scope of Services and quote. “Appendix 1: Scope of Services – Town of Apex Facility Portfolio” has already been provided and is attached and incorporated into this Agreement as if fully set forth herein.

In the event of a conflict between the terms of a Scope of Services, quote, or estimate and this Agreement, this Agreement shall control.

## **2. SPECIFICATIONS.**

Upon request by the Town, Contractor will provide plans and specifications prior to engaging in any services under this Agreement. Contractor hereby acknowledges that it is fully licensed to perform the work contemplated by this Agreement. In the event of a conflict between the provided plans and specifications and this Agreement, this Agreement shall control.

## **3. TIME OF COMMENCEMENT AND COMPLETION.**

This Agreement shall terminate on July 1, 2026 unless terminated sooner in accordance with the terms of this Agreement. Contractor shall commence and complete the work required by this Agreement in accordance with the dates provided in the Scopes of Services as agreed upon by the Parties. Contractor shall immediately notify the Town of any event or circumstance that may, immediately or in the future, impede the proper and timely execution of any work so that remedial action may be taken. Contractor shall not begin any work pursuant to this Agreement or a Scope of Services until written confirmation has been provided by the Town. The Parties hereby agree that written confirmation may be provided through electronic communication from the Town’s representative identified in Section 13 of this Agreement. If Contractor has not satisfactorily commenced or completed the work within the times specified, the Town may declare such delay a material breach of contract and may pursue all available legal and equitable remedies. Any changes to the schedule(s) provided in the Scope of Services must be agreed to in writing by the Town and the Contractor.

#### **4. CONSIDERATION AND PAYMENT OF SERVICES.**

In consideration of the above services, the Town will pay the Contractor an initial amount of \$40,425.00 as detailed in the attached Proposal #1054, dated 11/06/2023. For future services designated by individual Scopes of Services, The Town will pay the Contractor the amount authorized by the issued Purchase Order corresponding to the agreed upon Scope of Services and quote. After services are agreed upon pursuant to this Agreement and the associated Scopes of Service, Contractor will invoice the Town for work performed. Town has the right to require the Contractor to produce for inspection all of Contractor's records and charges to verify the accuracy of all invoices. Town shall pay Contractor's invoices within thirty (30) days of receipt unless a bona fide dispute exists between Town and Contractor concerning the accuracy of said invoice or the services covered thereby.

#### **5. INDEMNIFICATION.**

To the extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold-harmless the Town of Apex, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, suits or losses, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against or from the Town of Apex its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof resulting from the gross negligence of the Contractor.

#### **6. APPLICABILITY OF LAWS AND REGULATIONS.**

The Contractor shall adhere to all laws, ordinances, and regulations of the United States, the State of North Carolina, the County of Wake, and the Town of Apex in the performance of the services outlined in this contract and any attached specifications.

This Agreement shall be governed by the laws of the State of North Carolina. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or nonperformance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Wake County, North Carolina, or the United States District Court sitting in Wake County, North Carolina, and it is agreed by the Parties that no other court shall have jurisdiction or venue with respect to such suits or actions.

#### **7. E-VERIFY COMPLIANCE.**

The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Contractor shall require all of the Contractor's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

## **8. QUALITY AND WORKMANSHIP.**

All work shall be performed to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided. Contractor shall provide services in accordance with all federal, state and local law and in accordance with all governing agency regulations and shall be held to the same standard and shall exercise the same degree of care, skill and judgment in the performance of services for the Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in North Carolina.

## **9. INSURANCE.**

The Contractor shall maintain valid general liability insurance in the minimum amount of \$1,000,000, commercial automobile liability insurance in the minimum amount of \$2,000,000, and provide certificates of such insurance naming the Town of Apex as an *additional insured* by endorsement to the policies. If the policy has a blanket additional insured provision, the contractor's insurance shall be primary and non-contributory to other insurance. Additionally, the contractor shall maintain and show proof of workers' compensation and employer's liability insurance in the minimum amount of \$1,000,000. The Contractor shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Apex within 10 days of their receipt of notice from the insurance company.

All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this document. Notwithstanding the foregoing, neither the requirement of Contractor to have sufficient insurance nor the requirement that Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

## **10. PRE-PROJECT SAFETY REVIEW MEETING.**

If requested by the Town, the Contractor shall attend a pre-project safety review meeting with the contacting Department Head and Supervisors and Safety and Risk Manager prior to the start of work.

## **11. DEFAULT.**

In the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement, Town shall have the right to terminate Contractor upon seven (7) days written notice in which event Contractor shall have neither the obligation nor the right to perform further services under this Agreement.

## **12. TERMINATION FOR CONVENIENCE.**

Town shall have the right to terminate this Agreement for the Town's convenience upon thirty (30) days written notice to Contractor. Contractor shall terminate performance of services on a schedule acceptable to the Town. In the event of termination for convenience, the Town shall pay Contractor for all services satisfactorily performed. In the event of termination for default or for convenience, Contractor shall refund Town for any services paid for but not performed and will refund Town on a pro rata basis for any software license fees paid, based on the number of days remaining in the Fiscal Year(s) at the time of termination.

### **13. NOTICE.**

Any formal notice, demand, or request required by or made in connection with this Agreement shall be deemed properly made if delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

TO CONTRACTOR: Attn: Daniel Kauffman, President  
Contractor: Enpira Inc.  
Address: 5000 CentreGreen Way STE 500  
Cary NC 27513  
Email: contact@enpira.io

TO TOWN: Town of Apex  
Attention: Amanda Grogan  
PO Box 250  
Apex, NC 27502  
Email: Amanda.grogan@apexnc.org

### **14. DELAY BEYOND THE CONTROL OF THE PARTIES.**

Neither Contractor nor Town, having taken commercially reasonable precautions, shall be in default of the provisions of this Agreement for delays in performance due to forces beyond the control of the parties. "Forces beyond the control of the parties" shall mean, but is not limited to, delay caused by natural disaster, fire, flood, earthquakes, storms, lightning, epidemic, pandemic, war, riot, civil disobedience, or other event reasonably outside of the parties' control. Due to the ever-changing circumstances surrounding the COVID-19 pandemic, situations may arise during the performance of this Agreement that affect availability of resources and staff of Contractor or the Town. There could be changes in anticipated performance times and service costs. Contractor will exercise reasonable efforts to overcome the challenges presented by current circumstances. In the event of changes in performance times or service costs caused by the COVID-19 pandemic the Town reserves the right to terminate this Agreement in accordance with its terms. The Parties agree that they shall not be liable to each other for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 pandemic.

### **15. NONWAIVER FOR BREACH.**

No breach or non-performance of any term of this Agreement shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties. No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance and for any such breach or non-performance each party shall be relegated to such remedies as provided by law.

## **16. CONSTRUCTION.**

Should any portion of this Agreement require judicial interpretation, it is agreed that the Court or Tribunal construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any one party by reason of the rule of construction that a document is to be more strictly construed against the party who prepared the documents.

## **17. NO REPRESENTATIONS.**

The parties hereby warrant that no representations about the nature or extent of any claims, demands, damages, or rights that they have, or may have, against one another have been made to them, or to anyone acting on their behalf, to induce them to execute this Agreement, and they rely on no such representations; that they have fully read and understood this Agreement before signing their names; and that they act voluntarily and with full advice of counsel.

## **18. SEVERABILITY.**

In the event for any reason that any provision or portion of this Agreement shall be found to be void or invalid, then such provision or portion shall be deemed to be severable from the remaining provisions or portions of this Agreement, and it shall not affect the validity of the remaining portions, which portions shall be given full effect as if the void or invalid provision or portion had not been included herein.

## **19. COUNTERPARTS.**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

## **20. MODIFICATION.**

This Agreement including the attached “ATTACHMENT: SOFTWARE TERMS OF USE AGREEMENT” and “APPENDIX 1 SCOPE OF SERVICES-TOWN OF APEX FACILITY PORTFOLIO” contains the full understanding of the parties. Any modifications or addendums to this Agreement must be in writing and executed with the same formality as this Agreement.

## **21. BINDING EFFECT.**

The terms of this Agreement shall be binding upon the parties' heirs, successors, and assigns.

## **22. ASSIGNMENT.**

Contractor shall not assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the Town. Nothing contained in this paragraph shall prevent Contractor from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist Contractor in the performance of services rendered.

**23. INDEPENDENT CONTRACTOR.**

Contractor is an independent contractor and shall undertake performance of the services pursuant to the terms of this Agreement as an independent contractor. Contractor shall be wholly responsible for the methods, means and techniques of performance.

**24. NON-APPROPRIATION.**

Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the Town are from appropriations and monies from the Town Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the Town to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the Town.

**25. IRAN DIVESTMENT ACT CERTIFICATION.**

N.C.G.S. 147-86.60 prohibits the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina from contracting with any entity that is listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. N.C.G.S. 147-86.59 further requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. As of the date of execution of this Agreement the Contractor hereby certifies that the Contractor is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Contractor will not utilize any subcontractors found on the Final Divestment List.

**26. ANTI-HUMAN TRAFFICKING.**

The Contractor warrants and agrees that no labor supplied by the Contractor or the Contractor's subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

**27. NONDISCRIMINATION.**

Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, Contractor hereby warrants and agrees that Contractor will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial

customers in connection with this Agreement. For the purposes of this Agreement “protected class” includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.

**28. ELECTRONIC SIGNATURE.**

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this Agreement and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The Parties hereby consent to use electronic or digitized signatures in accordance with the Town’s Electronic Signature Policy and intend to be bound by the Agreement and any related documents. If electronic signatures are used the Agreement shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this \_\_\_\_ day of \_\_\_\_\_, 2023.

**Enpira, Inc.**

**Town of Apex**

Name: Daniel Kauffman

\_\_\_\_\_  
Shawn Purvis, Interim Town Manager

\_\_\_\_\_  
(Signature)

Title: President & CEO

Attest:

Attest:

\_\_\_\_\_  
(Secretary, if a corporation)

\_\_\_\_\_  
Allen L. Coleman, CMC, NCCCC  
Town Clerk

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Antwan Morrison, Finance Director



## ATTACHMENT: SOFTWARE TERMS OF USE AGREEMENT

This SOFTWARE TERMS OF USE AGREEMENT ("Agreement") outlines the terms by which Town of Apex ("Licensee") may access and use software licensed by ENPIRA INC. ("Licensor") (each, a "Party"; collectively, the "Parties").

### 1. USE OF SOFTWARE

1.1 As referred to herein, "Software" shall mean any and all proprietary software, libraries, technology, and owned and operated by Licensor, including but not limited to hosted software available for access at <https://enpira.io>.

1.2 Licensee acknowledges and agrees that the Software may be used only by Licensee's employees, contractors, or other agents who have been authorized by Licensee to use the Software in accordance with the terms and conditions of this Agreement under Licensee's supervision (each an "Authorized User"). Licensee shall remain responsible for ensuring that all Authorized Users who receive access to the Software through the Licensee, whether or not permitted under this Agreement, comply with the terms and conditions of this Agreement, and Licensee will remain liable for all use of the Software by those Authorized Users.

### 2. OWNERSHIP

2.1 The Software contains proprietary trade secrets of Licensor, having great commercial value to Licensor. All Software provided to Licensee under this Agreement is provided on a strictly confidential and limited-use basis as set forth in this Agreement. Title to all Software and all related patent, copyright, trademark, trade secret, intellectual property, and other ownership rights shall be and remain exclusively with Licensor.

2.2 All rights in and to the Software that are not expressly granted hereunder are reserved for Licensor. This Agreement is not an agreement of sale, and no title, patent, copyright, trademark, trade secret, intellectual property, or other ownership right to any Software is transferred to Licensee by virtue of this Agreement.

### 3. USE RESTRICTIONS

3.1 Except as otherwise permitted under this Agreement, Licensee shall not, and shall not permit any Authorized User to do any of the following:

- (a) copy the Software, in whole or in part;
- (b) modify, correct, adapt, translate, enhance or otherwise prepare derivative works or improvements of any Software;
- (c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Software to any person or entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
- (d) reverse engineer, disassemble, decompile, decode or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part;

(e) bypass or breach any security device or protection used for or contained in the Software;

(f) remove, delete, efface, alter, obscure, translate, combine, supplement or otherwise change any trademarks, terms of the use, warranties, disclaimers, or proprietary rights or other symbols, notices, marks or serial numbers on or relating to any copy of the Software;

(g) use the Software in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any person or entity, or that violates any applicable law;

(h) use the Software for purposes of (i) benchmarking or competitive analysis of the Software; (ii) developing, using or providing a competing software product or service; or (iii) any other purpose that is to Licensor's detriment or commercial disadvantage; or

(i) use the Software in or in connection with the design, construction, maintenance, operation or use of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Software could lead to personal injury or severe physical or property damage.

#### 4. WARRANTIES AND DISCLAIMERS.

4.1 Representations and Warranties. Each Party represents and warrants that the execution, delivery, and performance by such Party of this Agreement are within its powers and have been duly authorized by all necessary action by such Party. Licensee represents, warrants, and covenants that it will comply fully with all federal, state, and local laws, rules, requirements, and regulations pertaining to the Software and its business and operations.

4.2 DISCLAIMER OF WARRANTIES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LICENSED SOFTWARE HAS BEEN PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 4.1, LICENSOR DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE SOFTWARE, INCLUDING THEIR ACCURACY, CURRENCY AND COMPLETENESS, AND ALL RESULTS OBTAINED THEREFROM.

4.3 LIMITATION OF LIABILITY. EXCEPT AS FOR LIABILITIES ARISING OUT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL LICENSOR, ITS SUBSIDIARIES, OR AFFILIATES, OR ITS OR THEIR RESPECTIVE DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, SUCCESSORS OR ASSIGNS, BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, INTERRUPTION OF BUSINESS, INACCURATE DISTRIBUTION, OR OTHER SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER LICENSOR HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. LICENSOR HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF PROVIDED DATA.

4.4. INDEMNIFICATION. Notwithstanding anything to the contrary in this Agreement, Licensor will, at its own expense, indemnify, defend, and hold harmless Licensee and its directors, officers, employees, elected officials, and agents from any claim, demand, cause of action, debt, liability or suit (a) alleging that the Software infringes any copyright, trademark, patent, right of publicity, right of privacy, licenses or other intellectual property right, whether or not registered, and/or (b) alleging that Licensor has misappropriated any trade secret or other intellectual property right of any other person or entity, including, without limitation, any losses, damages, or expenses (including, without limitation, attorney's fees and costs) arising from or relating to any such claim or suit. Licensee will provide Licensor with reasonable assistance, at Licensor's expense, in settling and/or defending any such claim or suit.

## APPENDIX 1: SCOPE OF SERVICES – TOWN OF APEX FACILITY PORTFOLIO

### Service Description

Enpira is an energy and resource information management software service that enables licensees to consolidate and track utility information for buildings and other facilities. Enpira, with the permission of the licensee, collects the facility's electricity, natural gas, and/or water usage information from the respective utilities. Enpira compiles available utility data into a secure web-accessible database, which authorized users can then access. The Enpira software service is provided by Enpira Inc.

### Scope of Services

Enpira will complete the following Scope of Services for the Town of Apex:

- Construct a database representing all Apex facilities which are billed for any utility usage and cost
- Import the following data in the database on a monthly basis:
  - Duke Energy electricity usage and cost data
  - Town of Apex electricity usage and cost data
  - Dominion Energy natural gas usage and cost data
  - Town of Apex water usage data
  - Fleet vehicle fuel usage and cost data through Fleetio
  - Solar production data from Fronius solarweb
- Import historical usage data as far back as such data is readily available
- Create an output format from the Enpira database to populate the Apex Greenhouse Gas Emissions Dashboard (<https://www.apexnc.org/1838/Greenhouse-Gas-Emissions-Dashboard>)
- Provide export files to populate the Dashboard on a monthly basis, including:
  - GHG Emissions in MT CO<sub>2</sub>e
  - Monthly electricity usage and cost by department
  - Monthly natural gas usage and cost by department
  - Fleet vehicle usage and cost by department
  - Water usage by department
- Import electric smart meter data as available from Duke Energy and the Town of Apex Utilities
- Provide access to all data for the Town of Apex personnel through Enpira's portal at <http://enpira.io>

## Town of Apex Responsibilities

The Town of Apex is responsible for the following:

- Assigning a primary point of contact for this Work Scope to assist Enpira with data and account set-up
- Abiding by the terms of the Enpira Software Terms of Use Agreement included as Attachment
- Providing Enpira with a facility list containing all Town of Apex facilities that are billed for electricity, water and/or natural gas usage, with the facility list to include:
  - Facility name
  - Facility address
  - Facility group
  - Facility type
  - Square footage (where available)
  - Year built (where available)
  - Utility accounts numbers, where known
- Providing Enpira with historical and ongoing electricity and water usage and cost data in machine readable form into an SFTP folder specified by Enpira
- As requested by Enpira, providing Enpira with assistance in correcting utility data issues where required, and supporting Enpira's interactions with the data providing utilities as needed
- Collaborating with Enpira to identify all facilities associated with the Town of Apex utility data (both historical and ongoing), and to assist in naming and grouping all facilities
- Providing Enpira with a list of users at the Town of Apex including name, email, and facilities groups required in each user account
- Inspecting the account and informing Enpira of any identified data issues requiring correction, as well as any requested changes in facility name, facility information, facility group, and/or meter name

## Tasks

The following details Enpira's tasks pertaining to the construction of the database and account access for The Town of Apex:

1. *Data Compilation:* Inventory and compilation of historical and ongoing utility data.
2. *Test Account Creation:* Test account in which all available utility usage and cost data is allocated to pre-defined virtual meters at predefined virtual facilities within Enpira's database.

3. *Test Account Iteration:* Collaboration with the Town of Apex point of contact on database set-up, utility account identification and assignment, facility and meter naming, and data reconciliation issues.
4. *Final Account Deployment:* Deployment of a permanent account for the Town of Apex based on the approved final test account.
5. *Training:* Training of Town of Apex personnel on Enpira software, collection of requests for modification and additional service functionality, and modification to the account set-up.
6. *Acceptance:* Formal acceptance by the Town of Apex of acceptability of Enpira’s services, following which Enpira will invoice.
7. *Support:* Ongoing customer support including additional training as needed, alerts, and ad hoc requests.

Stage	Stage Conclusion
1. Data Compilation	Complete inventory of all data to be loaded into the database, mutually agreed between Enpira and Apex
2. Test Account Creation	Presentation of a full portfolio account working demo
3. Test Account Iteration	Acceptance by Apex of the demo account structure
4. Final Account Deployment	Access granted to the primary point of contact
5. Training	Access granted to all identified users
6. Acceptance	Formal acceptance by Apex of Enpira’s service
7. Support	Ongoing

### Timeframe

The Town of Apex requests completion of initial account set up by February 1<sup>st</sup> 2024 for use in Fiscal Year 2025 budgeting. Enpira database and functionally should enable Apex to use Enpira for this purpose by then. The deadline may be extended due to delays in contract finalization, Apex responsiveness to Enpira requests, or unforeseen data or portfolio complexity.

### Payment

Enpira proposes the following payment for services:

Service	Amount
Account Initialization	\$5,000
Prorated Fiscal Year 2024 software license (February – June 2024)	\$10,425
Fiscal Year 2025 software license, valid July 1 <sup>st</sup> 2024 – June 30 <sup>th</sup> 2025	\$25,000