



Issue Paper

DATE:

June 7, 2024

AGENDA ITEM (ACTION ITEM):

Consider/Approve the purchase of the AEM Console energy management program to replace the current energy management program.

APPLICABLE BOARD POLICY:

Energy Management 05.23

HISTORY/BACKGROUND:

The energy management software program currently in use is no longer being maintained and serviced efficiently for the needs of the district. The AEM Console program, offered through New Energy Technology, meets the required parameters for the district energy management program. AEM Console will convert data from the current system, load monthly energy data, provide ongoing service for data management, and support energy accounting processes.

FISCAL/BUDGETARY IMPACT:

The annual fee for AEM Console is \$27,000.00, which is \$5,056.00 less than our current provider's annual fee. There is a one-time setup fee of \$8,500.00 for AEM Console, for a first-year cost of \$35,000.00.

RECOMMENDATION:

Approval to purchase the AEM Console energy management program to replace the current energy management program.

CONTACT PERSON:

Christine Baker, Brian E. Vanover

Principal/Administrator

District Administrator

Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.
Principal—complete, print, sign and send to your Director. Director—if approved, sign and put in the Superintendent's mailbox.

Product	2023-2024	2024-2027 **	2024-2025 Only	Difference From 23-24
Energy Management	\$30,241.96	N/A	\$32,056.48	6.0% Increase
Trip Direct	\$6,671.45	\$5,301.36	\$5,964.03	10.6% Decrease
Maintenance Direct	\$15,223.72	\$12,097.28	\$13,609.44	10.6% Decrease
FS Direct	\$8,726.18	\$6,934.12	\$7,800.88	10.6% Decrease
Total	\$60,863.31	\$24,332.76	\$59,430.83	2.35% Decrease

** Based on three-year agreement

** No price increase for three-year term

** Equates to 20% discount compared to single year renewal

Product	2023-2024	2024-2027 **	2024-2025 Only
NET Energy Mgmt Software	N/A	N/A	\$35,500.00

\$8,500.00 (One-Time Setup Fee)

\$27,000.00 (Annual Subscription)



May 7th, 2024

Dear Chris,

As requested, this proposal from New Energy Technology and its subsidiary AEM Movement is to convert Kenton County School District's existing Energy Manager energy/utility accounting and Interval Data database to the AEM Console, provide ongoing daily/weekly/monthly service for loading KCSD's Interval Data, and supporting monthly maintenance of your energy accounting in the AEM Console.

This table lists the software (AEM Console) and service fees we are proposing to provide a turn-key solution that makes the transition from Energy Manager to the AEM Console as smooth as possible.

Deliverables	One-Time Fee	Annual Fee (ongoing)	Duration
Transfer up to 15-years of historical data from Energy Manager to the AEM Console (all site attributes, energy/utility accounts, interval data, weather data, and other important attributes).	\$4,500		1-month
Sync the AEM Console with ENERGY STAR's Portfolio Manager (PM) aligning the AEM Console with meters with PM for daily synchronization.	\$1,500		1-month
Redirect the Interval Data source feeds from going to the Energy Manager to the AEM Console.	\$1,000		1-month
Review in detail the KCSD's database in the AEM Console with KCSD and make changes as directed by KCSD to ensure the database is accurate and fully operational.	\$1,500		1-2 months
AEM Console License Fee (up to 30 facilities).		\$9,000	12-months
Maintain AEM Console synchronization link with Portfolio Manager.		\$1,800	12-months
Daily maintain the Interval Data database receiving feeds from the Interval Data sources (18-20 meters).		\$16,200	12-months
Total	\$8,500	\$27,000	

Undoubtedly, you will have questions regarding this proposal, which I am happy to discuss at your earliest convenience. Thank you for requesting and considering our proposal.

Sincerely,

Charles Haupt
President

Energy
mgmt.



PREPARED FOR

Kenton County School District ("Subscriber")

PREPARED BY

Brightly Software Inc ("Company")
11000 Regency Parkway, Suite 300
Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

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PUBLISHED ON

March 22, 2024



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March 22, 2024
Kenton County School District

Thank you for your continued support of our market leading solutions for improving educational operations. We at Brightly are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Brightly is dedicated to providing best in class solutions that are built exclusively for the unique needs of educational institutions, including the following for Kenton County School District:

Subscription Term: 12 months (07/01/2024 - 06/30/2025)

Cloud Services			
Item	Start Date	End Date	Investment
Energy Manager Interval Data Recording	7/1/2024	6/30/2025	\$13,652.61
Energy Manager Interval Data Recording Ongoing Management	7/1/2024	6/30/2025	\$13,652.61
Energy Manager	7/1/2024	6/30/2025	\$4,751.26
Annual Renewal:			\$32,056.48 USD



Order terms

- By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- Payment terms: Net 30
- Billing frequency for Cloud Services will be Annual.
- First Cloud Services invoice to be sent on or around .
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order.
- This Order and its Offerings are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Agreement"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Offerings, in which case the separate written agreement will govern. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or similar Subscriber document are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- To the extent professional services are included in the Professional Services section of this Order, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Agreement by reference.
- During the Subscription Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Company maintains the right to increase Subscription Fees within the Subscription Term by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
- Acceptance of this Order on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the terms set forth herein, you must not accept this Order and may not use the Offerings.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order annually. If the Subscriber fails to appropriate funds sufficient to maintain the Offerings described in this Order, then the Subscriber may terminate the Offerings at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Offerings terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

**Special Terms**

- Subscriber hereby authorizes Company and its service provider to use Subscriber's credentials to access Subscriber utility account information and use the utility information in connection with the Offerings and to utilize the information for any purpose permitted by law.

Additional information

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-402142 on any applicable purchase order and email to [Purchaseorders@Brightlysoftware.com \(mailto:Purchaseorders@Brightlysoftware.com\)](mailto:Purchaseorders@Brightlysoftware.com)
- Brightly Software, Inc. can provide evidence of insurance upon request.



Signature

Presented to:

Q-402142

March 22, 2024, 2:33:25 PM

Accepted by:

Printed Name

Signed Name

Title

Date