



## **PREPARED FOR**

City Of Dickinson ("Subscriber")

Gary Zuroff  
Director of Public Works

38 1st Street West  
Dickinson, ND 58601

## **PREPARED BY**

Brightly Software Inc ("Company")  
11000 Regency Parkway, Suite 300  
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## **PUBLISHED ON**

November 08, 2023



Q-381473

Sourcewell/NJPA purchasing contract

- <https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents> (<https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents>).
- Contract #090320-SDI

Subscription Term: 61 months (12/01/2023 - 12/31/2028)

Cloud Services					
Item	Start Date	End Date	Pricing Based On	Discount % Sourcewell	Investment
Asset Essentials Enterprise	12/1/2023	12/31/2024	25,167.00 Population	21.00%	31,082.16 USD
- Facilities/ Physical Plant Module	12/1/2023	12/31/2024		21.00%	Included
- Treatment Plants Module	12/1/2023	12/31/2024		21.00%	Included
- Streets/ Signs/ Sidewalks Module	12/1/2023	12/31/2024		21.00%	Included
- Storm Water Module	12/1/2023	12/31/2024		21.00%	Included
- Electric and Gas Module	12/1/2023	12/31/2024		21.00%	Included
- Water Distribution and Waste Water Collection Module	12/1/2023	12/31/2024		21.00%	Included
- Sanitation Module	12/1/2023	12/31/2024		21.00%	Included



Cloud Services					
Item	Start Date	End Date	Pricing Based On	Discount % Sourcewell	Investment
- Parks, Recreation and Forestry Module	12/1/2023	12/31/2024		21.00%	Included
- Fleet Module	12/1/2023	12/31/2024		21.00%	Included
- Dude Analytics	12/1/2023	12/31/2024			Included
- AE Safety	12/1/2023	12/31/2024		21.00%	Included
- Asset Essentials Inventory	12/1/2023	12/31/2024		21.00%	Included
- GIS Asset Management	12/1/2023	12/31/2024		21.00%	Included
- Other Module	12/1/2023	12/31/2024		21.00%	Included
Asset Essentials Connector Toolkit	12/1/2023	12/31/2024	25,167.00 Population	21.00%	3,625.31 USD
3.0 Month(s) included at no additional cost on the first term 12/01/2023 - 02/29/2024					-7,955.62 USD
				<b>Subtotal:</b>	26,751.85 USD



<b>Professional Services</b>			
<b>Item</b>	<b>Pricing Based On</b>	<b>Discount % Sourcewell</b>	<b>Investment</b>
Asset Essentials Enterprise Implementation with Consulting	25,167.00 Population	5.00%	12,674.90 USD
Asset Essentials Connector Toolkit Training	1.00 Day(s)	5.00%	1,496.25 USD
			<b>Subtotal:</b> 14,171.15 USD
<b>Total Initial Investment</b>			<b>40,923.00 USD</b>

\*Invoice for Cloud Services and Professional Services to be sent on or after January 1, 2024



## Cloud Services

Item	Discount % Sourcewell	Investment Year 2 Start Date: 01/01/ 2025	Investment Year 3 Start Date: 01/01/ 2026	Investment Year 4 Start Date: 01/01/ 2027	Investment Year 5 Start Date: 01/01/ 2028
Asset Essentials Enterprise	21.00%	29,551.96 USD	30,438.52 USD	31,351.67 USD	32,292.22 USD
- Facilities/ Physical Plant Module	21.00%	Included	Included	Included	Included
- Treatment Plants Module	21.00%	Included	Included	Included	Included
- Streets/ Signs/ Sidewalks Module	21.00%	Included	Included	Included	Included
- Storm Water Module	21.00%	Included	Included	Included	Included
- Electric and Gas Module	21.00%	Included	Included	Included	Included
- Water Distribution and Waste Water Collection Module	21.00%	Included	Included	Included	Included
- Sanitation Module	21.00%	Included	Included	Included	Included
- Parks, Recreation and Forestry Module	21.00%	Included	Included	Included	Included
- Fleet Module	21.00%	Included	Included	Included	Included



Cloud Services					
Item	Discount % Sourcewell	Investment Year 2 Start Date: 01/01/ 2025	Investment Year 3 Start Date: 01/01/ 2026	Investment Year 4 Start Date: 01/01/ 2027	Investment Year 5 Start Date: 01/01/ 2028
- Dude Analytics		Included	Included	Included	Included
- AE Safety	21.00%	Included	Included	Included	Included
- Asset Essentials Inventory	21.00%	Included	Included	Included	Included
- GIS Asset Management	21.00%	Included	Included	Included	Included
- Other Module	21.00%	Included	Included	Included	Included
Asset Essentials Connector Toolkit	21.00%	3,446.83 USD	3,550.24 USD	3,656.75 USD	3,766.45 USD
Total:		32,998.79 USD	33,988.76 USD	35,008.42 USD	36,058.67 USD

## Asset Essentials Implementation with Consulting GIS Rider Statement of Work

**Summary:**

Company will provide specified professional consulting services to Subscriber to implement Asset Essentials, an on-line Computerized Maintenance Management System – Geographic Information System (GIS) functionality. These professional services include meeting with key stakeholders to ensure the set-up and configuration of the system will meet the client's operational needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

**In Scope:** The Deliverables below will be considered in scope of this SOW



1. Asset Essentials GIS Implementation
2. Asset Essentials GIS Training

#### **Deliverables:**

- Project initiation and discovery
- Available GIS data loaded
- GIS configuration
- User acceptance testing (UAT)
- End User training for Administrator and Full User roles

#### **Acceptance Process:**

As each deliverable is completed, the Project Coordinator will confirm with the Subscriber and document acceptance in the Project Community Portal.

- Project initiation and discovery
  - Kickoff call complete.
  - Discovery call complete
  - Data, configuration, and training requirements documented.
- Available Data Loaded
  - Available GIS data is loaded in AE to meet documented data requirements.
- Account Configuration
  - GIS features have been setup and configured to meet documented configuration requirements.
- User Acceptance Testing
  - Consultant-led end-to-end walkthrough and client UAT has demonstrated functionality satisfying configuration requirements.
- End User Training
  - Administrator and Full User roles have been received training on their role.

#### **Assumptions:**

Subscriber Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
- For on-site activities, Subscriber will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in Excel or CSV format. Each record type



will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.

- If unable to provide data in an acceptable format for import, Consultant will guide Subscriber on how to manually create records.
- Subscriber has up to five business days to confirm deliverable acceptance. No response will be interpreted as acceptance.

#### Company Assumptions:

- Consultant will not access any 3rd party systems for the purpose of exporting data.
- For on-site activities, Company will bill Subscriber for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.

#### Project Schedule:

- Kick-off Call with Project Coordinator
  - Confirm software and services purchased
  - Identify key stakeholders
  - Assign resources
  - Schedule key milestone dates, including anticipated projected completion date
  - Access to Company's on-line Learning Management System
  - Access to an interactive project plan
- Discovery with Consultant
  - Interview key stakeholders to understand specific maintenance & operations objectives
  - Overview of AE with key stakeholders, including data import requirements
  - Determine optimal GIS configuration to meet objectives and drive KPIs
  - Document data, configuration, and training requirements
  - Schedule required consulting activities and confirm projected completion date
- Data loaded by Consultant
  - Review, cleanse, and load available GIS data
- Account configuration by Consultant
  - Work Order creation from Map
  - Citizen Portal
  - Mobile Profiles
  - Configure GIS Map settings
  - Configure GIS Layer configuration
  - Asset syncing
- User Acceptance Testing
  - Configuration demo to walk through the end-to-end workflow from request to completion
  - Demonstrate key functionality meets configuration requirements
- Consultant conducts End User Training for Administrator and Full User roles
  - End-to-end walkthrough for their role





- Desktop and mobile training
- Project Close

#### **Change Management:**

Subscriber may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

#### **Invoicing:**

At the conclusion of Go Live Support, the main consulting milestone will be completed to trigger billing for the full consulting service.

## **Asset Essentials Implementation with Consulting Statement of Work**

#### **Summary:**

Company will provide specified professional consulting services to Subscriber to implement Asset Essentials (AE), an on-line Computerized Maintenance Management System. These professional services include meeting with key stakeholders to ensure the set-up and configuration of the system will meet the client's operational needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

**In Scope:** The Deliverables below will be considered in scope of this SOW:

1. Asset Essentials Implementation with Consulting
2. Asset Essentials Training
3. Post Consulting Go-Live Support

#### **Deliverables:**

- Project initiation and discovery
- Available location, asset, user, PM schedule Data Loaded
- Account configuration
- User acceptance testing (UAT)
- End User training for Administrator and Full User roles
- Go-Live support



### **Acceptance Process:**

As each deliverable is completed, the Project Coordinator will confirm with the Subscriber and document acceptance in the Project Community Portal.

- Project initiation and discovery
  - Kickoff call complete
  - Discovery call complete
  - Data, configuration, and training requirements documented
- Available data loaded
  - Available location, asset, user, PM schedule data is loaded in AE to meet documented data requirements.
- Account Configuration
  - Account has been setup and configured to meet documented configuration requirements.
- User Acceptance Testing
  - Consultant-led end-to-end walkthrough and client UAT has demonstrated to Subscriber functionality meets configuration requirements.
- End User Training
  - Administrator and Full User roles have received training on their role.
- Go-Live Support
  - 30-day Go-Live Support period has been concluded.

### **Assumptions:**

Subscriber Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
- For onsite activities, Subscriber will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in Excel or CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.
- If Subscriber is unable to provide data in an acceptable format for import, Consultant will guide Subscriber on how to manually create records.
- Subscriber has up to (5) business days to confirm deliverable acceptance. No response will be interpreted as acceptance.

Company Assumptions:



- Consultant will not access any 3rd party systems for the purpose of exporting data.
- Once End User Training has been completed, 30-day Go-Live Support period begins, consisting of up to 4 weekly 30-minute check-ins with the Implementation Specialist. If client does not attend a scheduled check-in, it will be assumed no assistance was needed.
- For on-site activities, Company will bill Subscriber for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.

#### **Project schedule and approach:**

- Kick-off Call with Project Coordinator
  - Confirm software and services purchased
  - Identify key stakeholders
  - Assign resources
  - Schedule key milestone dates, including anticipated project completion date
  - Access to Company's on-line Learning Management System
  - Access to an interactive project plan
- Discovery with Consultant
  - Interview key stakeholders to understand specific maintenance & operations objectives
  - Overview of AE with key stakeholders, including data import requirements
  - Determine optimal AE configuration to meet objectives and drive KPIs
  - Document data and configuration requirements
  - Schedule required consulting activities and confirm projected completion date
- Data loaded by Consultant
  - Review, cleanse, and load available user, location, asset, and scheduled PM data
- Account configuration by Consultant
  - Populate key drop-down menus
  - Review/modify request and work order templates
  - Configure workflow for request/approval/assignment of work orders
- User Acceptance Testing
  - Configuration demo to walk through the end-to-end workflow from request to completion
  - Demonstrate key functionality meets configuration requirements
- Consultant conducts End User Training for Administrator and Full User roles
  - End-to-end walkthrough for their role
  - Desktop and mobile training
- Go-Live Support
  - Company provides (4) weekly check-in calls with Implementation Specialist and Subscriber
  - Company Implementation specialist addresses any issues identified. Where issues require product support, Implementation Specialist will submit to Company Support
  - Implementation Specialist adjusts configurations as needed prior to project close
- Project Close



**Sample Project Timeline (project timelines may vary):**

Timeline Events	Day 1	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13
Project Kick Off Call	█													
LMS (Learning Management System) Review and Q&A		█	█	█	█									
Discovery Call			█											
Data Review					█									
Data Loading						█								
Account Configuration						█	█							
UAT (User Acceptance Testing)								█						
User Training								█						
Post-Consulting Call									█					
GLS (Go Live Support)										█	█	█	█	█
Project Close														█

**Change Management:**

Subscriber may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

**Invoicing:**

At the conclusion of Go Live Support, the main consulting milestone will be completed to trigger billing for the full consulting service.

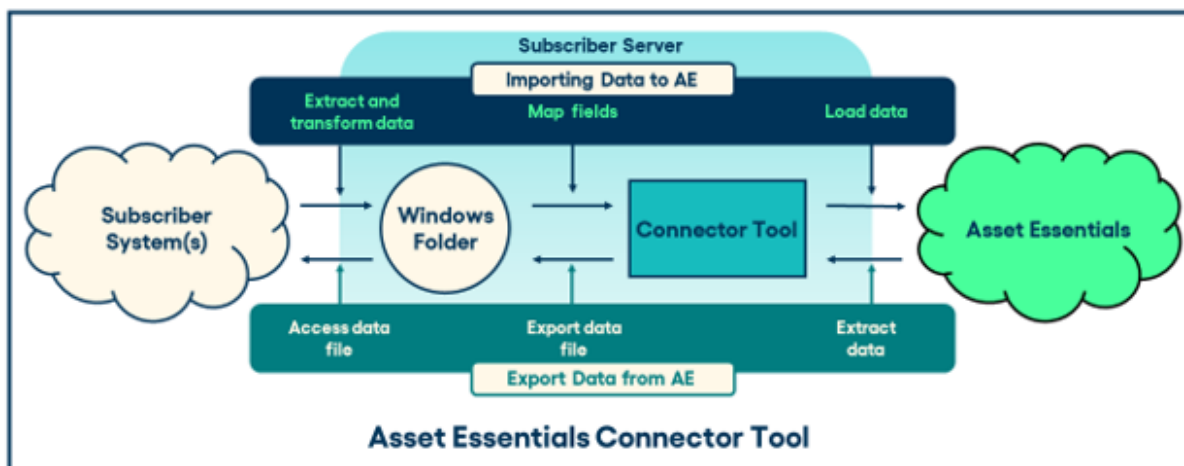


# Asset Essentials Connector Tool

## Summary:

Company will provide specified professional consulting services to Subscriber to implement the Asset Essentials Connector Tool. The Connector Tool is an on-premises tool for exporting data from Asset Essentials into a folder or importing data from a folder in CSV (comma-separated value) file format. These professional services include meeting with a key Subscriber stakeholder to review data flow requirements, review field mapping for CSV file import, map Assets Essentials data fields to CSV file for export and train the Subscriber on all Connector Tool functionality.

## Overview diagram (does not represent what is being delivered):



**In Scope:** The below will be considered in scope of this SOW:

1. Asset Essentials Connector Tool implementation
2. Asset Essentials Connector Tool training

## Deliverables:

- Project initiation and discovery (discuss data flow requirements)
- System requirements and direction on where to download the Connector Tool provided
- Testing connectivity between Asset Essentials and the Connector Tool
- Training provided on: Asset Essentials available tables; field mapping, filtering, scheduling within the Connector Tool; CSV file import/export requirements based on data flow requirements
- Recommend changes needed to CSV file



- Demonstrate an export using the Connector Tool and import assuming the Subscriber is able to provide a compatible CSV file

#### **Acceptance Process:**

As each deliverable is completed, the Company Project Coordinator or Consultant will confirm with the Subscriber and document acceptance in the Project Community Portal.

- Project initiation and discovery completed
- Subscriber has downloaded and deployed the Connector Tool
- Company has trained Subscriber on the Connector Tool

#### **Assumptions:**

##### **Subscriber Assumptions:**

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
- For onsite activities, Subscriber will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.
- If unable to provide data in an acceptable format for import, Consultant will guide Subscriber on how to manually create records.
- If importing data applies, import data file must be provided by Subscriber with required Asset Essentials fields.
- If exporting data applies, Subscriber is responsible for supplying mapping, creating a script (if applicable) to monitor the output location, and importing of the data file into any Subscriber systems.
- Responsible for providing an always on Windows environment to support the Connector Tool.
- Responsible for creating a Windows folder or SFTP site.

##### **Company Assumptions:**

- For on-site activities, Company will bill Subscriber for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.
- Subscriber has up to (5) business days to confirm deliverable acceptance. No response will be



interpreted as acceptance.

- Company will not access or is not responsible for exporting or importing data out of Subscriber system(s) or creating any scripts to automate the process or transforming/modifying any CSV import files into the Connector Tool.
- Any API needs will be considered out of scope of this service.

#### **Project Schedule:**

From project initiation to demonstration, this service will take no longer than 8 hours to complete.

#### **Change Management:**

Subscriber may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

#### **Invoicing:**

Once all deliverables have been completed, this service will be billed at 100%.

#### **Special Terms for Asset Essentials:**

Asset Essentials pricing is based on a maximum storage limit of 200GB of data. Data storage that exceeds 200GB may subject to an additional fee of \$200 per year per additional 200GB of storage.



### **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
- 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.

### **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-381473 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.

# Brightly Illuminate

## **Illuminate: Bringing the best Ideas to Light**

Brightly's Illuminate conference is a place for operations and asset management leaders to gather and share our collective wisdom, spotlighting the best new ideas and learning from one another to realize a brighter future. Take stock of where you've been and plan for where you're going while connecting with industry peers and experts as passionate to help their organizations thrive as you are.

Brightly's Illuminate conference is a gathering of the brightest minds in operations and asset management, where you can connect with leaders in their field, exchange expertise, and uncover new opportunities to realize a brighter future

Illuminate is March 11<sup>th</sup>-14<sup>th</sup>. Attendees are in for the best in-person conference yet, with more knowledge, training, and technology than ever before.

## **Enlighten**

Share your expertise and level up your knowledge with hands-on education and training you can bring back to your team.

## **Envision**

Explore the brightest ideas and smartest solutions to elevate the work your organization is doing and realize your vision for the future.

## **Engage**

Broaden your professional network by sharing wisdom with fellow operations and asset management leaders.

**Admission for Illuminate is \$995 for tuition only and \$1895 for the "Brightly Bundle". The Brightly Bundle includes meals, a 4-night hotel stay and tuition.** Registration is open beginning October 1<sup>st</sup>, 2023 through March 8<sup>th</sup>, 2024.





# Signature

Presented to:

Q-381473

September 21, 2023, 3:39:53 PM

Accepted by:

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**Printed Name**

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**Signed Name**

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**Title**

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**Date**