



**PREPARED FOR**

Village Of Kronenwetter ("Subscriber")

1582 Kronenwetter Drive

Kronenwetter, WI 54455

**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.**

**Meet Brightly at [brightlysoftware.com](https://brightlysoftware.com)**

**PUBLISHED ON**

January 26, 2024



Q-385451

Sourcwell/NJPA purchasing contract

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

Subscription Term: 34 months (03/01/2024 - 12/31/2026)

Cloud Services					
Item	Start Date	End Date	Pricing Based On	Discount % Sourcwell	Investment
- Predictor Streets/ Signs/ Sidewalks	3/1/2024	12/31/2024		21.00%	Included
Capital Predictor Enterprise	3/1/2024	12/31/2024	7,210.00 Population	21.00%	5,427.96 USD
Predictor Water Distribution	3/1/2024	12/31/2024	7,210.00 Population	21.00% 61.62%	1,666.67 USD
					<b>Subtotal: 7,094.63 USD</b>
Professional Services					
Item	Pricing Based On		Discount % Sourcwell		Investment
Predictor Enterprise Implementation Promotion	One-Time Promotion				-5,672.40 USD
					<b>Subtotal: 13,887.60 USD</b>



<b>Professional Services</b>			
<b>Item</b>	<b>Pricing Based On</b>	<b>Discount % Sourcewell</b>	<b>Investment</b>
Capital Predictor Enterprise Implementation	One-Time		19,560.00 USD
			<b>Subtotal: 13,887.60 USD</b>
<b>Total Initial Investment</b>			<b>20,982.23 USD</b>

- To be eligible for the Predictor Enterprise Implementation promotional pricing proposal must be accepted by December 30, 2023.



## Cloud Services

Item	Discount % Sourcewell	Investment Year 2 Start Date: 01/01/ 2025	Investment Year 3 Start Date: 01/01/ 2026
- Predictor Streets/ Signs/Sidewalks	21.00%	Included	Included
Capital Predictor Enterprise	21.00%	6,904.36 USD	7,318.62 USD
Predictor Water Distribution	21.00% 61.62%	2,120.00 USD	2,247.20 USD
	Total:	9,024.36 USD	9,565.82 USD



# Predictor Enterprise Model Development Statement of Work

## Package 1

### Purpose

The purpose of the Predictor Enterprise Model Development, as scoped herein, is to build the working first-generation asset lifecycle model\* required to realize the value that a Predictor Enterprise subscription has to offer in support of the Client's infrastructure investment planning processes. To facilitate this outcome, a Brightly's (Company) Selected Consultant (Consultant) will use their expertise along with the Client's provided data and input, to develop a lifecycle model.

### Value

By partnering with Brightly, you are provided expert consulting and configuration of Predictor Enterprise. In summary, the scope of the proposed Predictor Enterprise Model Development Service includes:

- Consultant to build lifecycle model(s) for the asset class(es) identified in this SOW and using the Client's data;
- Client data loaded into the lifecycle model(s) in Predictor using the asset class(es) identified in this SOW and using the Client's data and input;
- One (1) month of online support provided directly by the Consultant. This service is designed to provide Client staff with assistance in matters related to reporting; troubleshooting, and refining the previously delivered lifecycle model(s);

\*A "first-generation lifecycle model" is a fully functional Predictor Enterprise lifecycle model that can be used to present reports and explore the functional aspects of Predictor Enterprise software. However, the term 'first-generation' is used to qualify that while the model is built using the Consultant's expertise, it may not yet be mature or accurate enough for actual decision-making purposes since additional client input is required. Also note that a single model applies to a single asset class. For example, a model built for pavement would not include information about signage or street markings.

Per this scope of services, a lifecycle model will be developed for the asset class(es) identified below:

- Pavement

### Methodology and Approach

#### Task 1: Pre-Workshop Kick-Off Meeting and Preparation

Consultant will work with the Client's designated Project Manager to facilitate a Kick-Off Meeting and prepare themselves and the Client's project team for the data gathering.



### **Sub-Task 1.1: Kick-Off Meeting**

*Remote Task:*

The purpose of the Kick-Off Meeting is to:

1. Review project goals and objectives;
2. Review data requirements;
3. Review available data sources and decision support criteria;
4. Address any scope, logistical, or scheduling questions.

### **Sub-Task 1.2: Initial Model Preparation**

*Remote Task:*

Project preparation tasks during this phase of the project will include:

1. Consultant will review relevant information provided by the Client, including data sources (such as GIS), decision support processes, plans, assessment reports, and other information that will be beneficial to the project outcomes. Consultant will advise Client of any schema or data changes required for a successful model. Consultant may make assumptions or calculate additional fields so the model may proceed to be built in a timely manner if required changes to source data are not completed by the Client in a timely manner.
2. Access to Company online Predictor Enterprise resources will be provided. An email will be issued to designated Client staff with links to access the software, Knowledge Base, and eLearning videos. A meeting with a Client IT representative may be necessary if there are any installation questions.

### **Client Responsibilities**

1. Designate a Project Manager. This person will interact directly with the Consultant to set meeting times, coordinate staff, direct feedback, approve invoices and other tasks as required to help keep the project on track.
2. Determine who will participate in the data gathering and model review. Company suggests that participants include both personnel who are actively involved in plan decision making and personnel who are responsible for managing data that contributes to the decision-making processes.
3. Determine and assemble data sources that will be used in Predictor Enterprise. This should include any existing condition rating systems, decision support criteria used to determine repair, rehabilitate, & replace, and budget & planning strategies. These resources will be provided to the Consultant for review prior to the initial model preparation.
4. Complete data schema and/or data updates recommended by the consultant and provide updated data to Consultant.
5. Consultant will host any required meetings using online screen sharing software (WebEx, Zoom, or similar). The Client is responsible for ensuring remote access for all Client participants.

### **Deliverables**

1. A remotely facilitated Project Kick-Off Meeting, to be facilitated by Company's Solutions Consultant and



attended by applicable Client and Consultant team members.

## **Task 2: Lifecycle Model Building**

Remote Task: Two-day duration per asset type

Consultant will utilize Client data and input to refine the asset lifecycle model for the scoped asset(s).

The format is as follows:

### 1. Initial Model Presentation and Discussion

*Workshop Session 1:*

*Participants: Senior Managers, Asset System Managers and their designee(s), GIS staff, Project Manager*

Consultant will step the workshop participants through the initial model, explaining the criteria used and the results. This will include:

- a. Treatment parameters. The types of treatments that are currently being used, criteria for triggering treatments, and treatment effects.
- b. Service State (aka Condition) criteria. Criteria for determining the service state of assets, including condition scoring, likelihood of failure, age, and other criteria as it would be used for decision making.
- c. Lifecycle criteria such as material, size, location, era of installation, and other criteria that contributes toward defining the life expectancy of assets.
- d. Degradation Profile. The deterioration curve of the asset(s).
- e. Decision criteria. Additional decision criteria other than service state that will be used in the lifecycle model. Examples include material, criticality, capacity, location etc.
- f. Decision Model. How all the criteria come together to trigger treatments and their effects in a decision model.
- g. Costing data for each treatment, which are determined in the unit of measure for the asset(s).
- h. Budget caps. At least one simulation should be built on existing budgets. Other simulations may be created that vary the budget amounts.
- i. Data structure. Evaluate how the Client's data matches up to the decision criteria. Make note of modifications that may need to be performed.
- j. Forced projects. Any projects that the Client is already committed to may be identified and forced to happen in the designated year in the model simulation.

Client will have the opportunity to provide some input for the model during this session, which may be incorporated at the Consultant's sole discretion to further enhance the initial model.

### 2. Wrap Up



### *Workshop Session 2:*

*Participants: Project Manager and others to be determined*

This time will be used to review the first-generation asset lifecycle model and review the results and available reporting

### **Client Responsibilities**

1. Consultant will host the meetings using online screen sharing software (WebEx, Zoom, or similar). The Client is responsible for ensuring remote access for all Client participants.
2. Client staff should arrive prepared with all digital and paper-based information deemed relevant to the workshop.

### **Deliverables**

1. Remote Workshop session facilitated by an Company Selected Consultant as described herein.
2. Predictor Enterprise model files as developed.
3. Copies of any data that has been modified during the process.

### **Task 3: Post Workshop Support**

Remote Task: duration is as needed

During the one (1) month period immediately following delivery of the first-generation Predictor Enterprise lifecycle models, the Consultant will remain the primary contact for support as it becomes desired by the Client staff who participated in the Task 2 workshop. The purpose of this support period is to provide Client staff an opportunity to ask questions on the lifecycle model(s), reports, data, or other material deemed necessary by the Client to extend the value of the Predictor Enterprise subscription. This support is in addition to Company's standard support services.

1. All support will be provided through email, scheduled online meetings, and phone conferences. The Client Project Manager will schedule the support activities with the Company Solutions Selected Consultant prior to each event.
2. At Consultant's sole discretion, the Consultant may engage in some additional development of lifecycle models, reports, or other material in consultation with the Client as deemed appropriate.
3. Support are limited to staff who participate in the workshop, but the services provided by Consultant during this phase includes help for workshop participants to communicate to other Client staff.

### **Project Assumptions**





Company has made the following general assumptions in this SOW to derive the estimated cost for this project. It is the responsibility of Client to validate these assumptions, which include Client responsibilities before signing the Acceptance. Deviations from these assumptions may impact Company's ability to successfully complete the project. Any changes in scope, schedule, or costs will be documented by the Project Coordinator, whether there is a cost impact or not.

- Company and Consultant are not responsible for delays caused by missing data or other configuration information that is required to be available prior to the consulting service. Having the requested data and configuration information available prior to the consulting service may minimize delays so progress can be made quickly.
- Client shall use best efforts to Identify of all project-related key information to allow the project schedules to begin on time. Any changes to key information after Project kickoff may require a Change Controls.
- Parties agree to provide timely responses to task-related emails or phone calls to enable on-time completion of all assignments.
- At least 24-hour notice cancellation shall be given by the Parties if required members for any scheduled meeting cannot attend. This shall allow sufficient time to cancel/re-schedule the meeting as soon as possible to keep the project on schedule.
- Prerequisite data gathering, which may relate to an orientation call or requirements gathering meeting, must be completed prior to the scheduled meeting. A productive meeting requires that the data gathering be complete in advance of the meeting.

#### **Excluded from Services**

For the avoidance of doubt, the following services are not included:

- Unless otherwise included in the Consulting service, evaluation of your current practices, policies, procedures, or personnel for the purposes of performance or other improvements.
- Troubleshooting any issues related to your IT infrastructure, including computer software not provided by Brightly and/or GIS or other systems.
- Migration of data from other systems or locations, unless specified on the Order Form.
- Updating any of your source data.
- Export of data to any other systems or third parties other than those specified on the Order Form.
- Training in Predictor software/model development.

#### **Milestone Billing - Invoice Schedule**

Invoicing for the Predictor Enterprise Model Development service will be provided as delivery milestones are met. Below is the schedule for the billing milestones and the related percentage.



<b>Predictor Enterprise Model Development Milestones</b>	<b>Description</b>	<b>Percentage</b>
<b>Kickoff and Data Gathering</b>	Kickoff meeting and initial model preparation (Task 1)	50%
<b>Workshop Sessions and Wrap Up</b>	Lifecycle model building, workshop sessions and wrap up (Task 2)	50%



### **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.



#### **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-385451 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-385451

November 17, 2023, 4:28:28 PM

Accepted by:

---

**Printed Name**

---

**Signed Name**

---

**Title**

---

**Date**



# Data Security + Brightly: Top 10 FAQs for IT departments



## AWS benefits:

- Guaranteed availability
- Predictable total cost of ownership
- Instant elasticity/scalability
- Real-time monitoring
- Regularly delivered/vendor managed
- Data redundancy
- Data durability
- Data security
- Faster deployments

### 1. What are all inbound and outbound firewall requirements to connect to and use your product?

There are no inbound firewall requirements. All application communication is over http and https ports (80 and 443).

If your organization filters outbound traffic you will need to allow port 80 and 443 traffic access to \*.brightlysoftware.com.

### 2. Where is your application hosted?

Brightly uses multiple availability zones in the AWS US-East-1 region (Northern Virginia).

### 3. What are the security certifications and policies in place for your data center infrastructure and your organization?

Brightly hosts our SaaS (software as a service) applications in highly secure and available AWS data center infrastructure. AWS regularly achieves third-party validation for thousands of global compliance requirements that are continuously monitored to meet security and compliance standards across all types of businesses. The standards supported by AWS include PCI-DSS, HIPAA/HITECH, FedRAMP, GDPR, FIPS 140-2, and NIST 800-171, helping satisfy compliance requirements for virtually every regulatory agency around the globe.

Brightly' information security policy framework is based on the ISO/IEC 27001:2013 Information Security Management standards and addresses controls appropriate to insure the confidentiality, integrity, and availability of client data. Our security policies and procedures are based on security best practices such as frequent user security training, regular security patching, defense in depth, and least permissions access. We use the Cloud Security Alliance (CSA) Security Trust Assurance and Risk (START) program to assess and validate our security practices. In addition, annual HIPAA and PCI Data Security Standards assessments are performed. Brightly is registered under the EU-US Privacy Shield framework.

### 4. Does Brightly always encrypt client data?

All user communication with Brightly applications is via securely encrypted TLS/SSL (TLS v1.2 minimum) communication channels (https). Brightly uses the most current technology for our SSL certificates: 2048 bit key, SHA-2 signature algorithm, and industry standard CA providers. Insecure cipher keys are not used. All services within the AWS infrastructure encrypt data in motion using AWS's proprietary TLS implementation.

All client data at rest is encrypted using the Advanced Encryption Standard (AES) with 256-bit keys (AES-256). It's the strongest industry-adopted and government-approved algorithm for encrypting data. We use the AWS Key Management Service (KMS) to ensure that the keys used



for data encryption are also protected at rest and have a separate access management system from access to client data. KMS is based on an AWS's fleet of hardware security modules (HSM) which contain security controls to prevent encryption keys from leaving the device in a way that could allow unauthorized access.

## 5. What are your data privacy policies?

Brightly protects the privacy of client data using a layered defense-in-depth approach to information security. Brightly has adopted security policies and implemented company-wide information security training to protect the privacy of client data. By policy, Brightly employees are prohibited from disclosing information obtained from clients to any other person or entity except in the performance of services for the client and only when the release of the information is authorized by the client.

Brightly' Legal and Information Security teams supports our data privacy management. We keep current on privacy and security laws and regulations to maintain a data privacy program aligned with changing requirements. These high-level policies are reviewed and approved by executive management. In addition to maintaining written policies, Brightly requires annual data privacy awareness training program for all employees.

Brightly' data privacy policy is available online - <https://www.brightlysoftware.com/privacy>. We will never share, sell, or distribute data that specifically identifies your organization. We may offer services that allow you to view "average" or aggregated data from other clients, but this data will never be specifically identified to you or your organization.

Brightly complies with the European Union's Global Data Protection Regulation (GDPR). Brightly is register under the Privacy Shield Framework. The Privacy Shield Principles lay out a set of requirements governing participating organizations use and treatment of personal data received from the EU and Switzerland. See here for additional information - <https://www.privacyshield.gov/US-Businesses>

## 6. What is your general strategy for releasing fixes, patches and enhancements that incorporate best practices and user feedback?

All application updates and releases are included as part of Brightly annual subscription agreement. Clients are not required to provide any support during these updates as Brightly release them via our Software as a Service (SaaS) model.

We release application updates, which include both patches and product enhancements, on a biweekly cadence. Significant enhancements occur roughly quarterly and are communicated in advance to clients. All releases are documented in our online release notes.

Brightly provides a community site - <https://community.brightlysoftware.com/s/>. This site provides clients with access to product support – including information on recent release. Clients are also able to submit product fix and enhancement requests through the community portal.

## 7. What protections do you provided against unauthorized access to data?

In addition to continuous encryption of client data in motion and at rest Brightly implements controls at the infrastructure, product, and procedure levels to further protect data from unauthorized access.

Brightly uses AWS security services for Web Application Firewall (WAF) and AWS Shield Distributed Denial-of-Service (DDoS) protection. AWS WAF protect our web applications and APIs against common web exploits and bots that may affect availability, compromise security, or consume excessive resources. AWS Shield protects against common, most frequently occurring network and transport layer DDoS attacks. AWS Shield provides always-on detection and automatic inline mitigations that minimize application downtime and latency in the event of a DDoS attack.

AWS Application Load Balancers (ALB) and Virtual Private Clouds (VPC) are used to segment network traffic between internet accessible, internal and database zones. ALB's provide scalability and resiliency by distributing incoming application traffic across multiple targets, such as web servers, across multiple availability zones. A VPC is a logically isolated virtual network within the AWS Cloud.

VPC access control lists and security groups are used to ensure that internal VPC's will only communicate with other approved internal resources.

Antivirus monitoring is a critical component for data protection. Current antivirus solutions are maintained on all endpoints to protect data integrity. Antivirus applications are installed as part of the imaging process for all computers. Antivirus signature updates are deployed daily.

Brightly uses a third party Managed Detection and Response (MDR) service to monitor our AWS environment for potential threats. Our MDR partner provides a dedicated Security Operations Center, staffed with highly skilled and specialized security experts, and 24/7 vigilance. The MDR system ingests events from endpoints, firewalls, load balancers, network flows, and event logs. The ingested data are combined with threat signatures and behavioral analytics to detect dynamic threats quickly across the entire environment. The goal is to provide 24/7/365 monitoring, proactive threat hunting, and coordinated threat response support to stop malicious activity before it can gain a foothold.

Brightly products build in numerous security controls, including role-based permissions and secure software development practices. Role-based permissions allow the configuration of granular access controls to grant scope of data access and functional capabilities based on specific user roles. Brightly uses a Secure Software Development Life Cycle (S-SDLC) framework that defines how we build our applications from inception to decommissioning. Application security considerations are an active component of planning and requirements. Regular vulnerability scanning and application dynamic and static testing are part of the S-SDLC.

Brightly uses separate environments for development, quality assurance testing and production. Production environments are separated logically from non-production environments to avoid unauthorized access or changes to production data. Brightly software development policies specify that production data containing personal data is restricted from non-production environments for testing or other purposes.

Client data is segmented from other clients using separate databases instances located on the multi-tenant database server infrastructure. Additional logical data segmentation is provided using unique Client ID numbers.

Brightly is committed to protecting the security of its customers' information and we take all reasonable precautions to protect it from unauthorized access, modification, or disclosure. Our documented and management approved incident management response policy documents the process used in responding to an actual or suspect data breach. It specifies members of the incident response team and steps to be followed for incident identification, containment, eradication, and recovery. Brightly has identified the relevant law enforcement and regulatory authorities we may need to contact in the event of a security incident. The policy also provides for prompt notification of clients impacted by an incident.

## **8. What precautions do you have in place for business continuity and disaster recovery?**

Brightly has implemented disaster recovery and business continuity plans to ensure our customers experience consistent delivery of their crucial online services. Plans and procedures are documented for backups, data recovery and disaster recovery.

Full database backups and transaction log backups are performed automatically on Production servers for all databases. Database backups are taken nightly, and transaction logs are taken every 15 minutes. Backup processes are actively monitored for failures. The Product Delivery team is notified of failures and steps are taken to resolve. Stored backups are electronically transmitted over secure encrypted channels to AWS S3 storage daily. After 30 days in Amazon S3 storage backups are moved to Amazon Glacier storage for long-term archiving. Daily backups are archived and maintained for a minimum of one year. Monthly backups are archived and maintained for a minimum of seven years. Backups stored in AWS are encrypted. All AWS storage is in the continental United States.

Multiple AWS Availability Zones (AZ) within our AWS Region are used to provide for recovery capability. AWS Availability Zones (AZ) are isolated data center locations within an AWS region. Each AZ is backed by multiple physical data centers. While a single availability zone can span multiple data centers, no two zones share a data center. Each AZ in a region has redundant and separate power, networking, and connectivity to reduce the likelihood of two zones failing simultaneously.

Our application redundancy strategy leverages AWS auto scale groups in conjunction with multiple availability

zones. The configuration is based on architectural and industry best standards to provide the continuous service in the event of a failure. Web and application servers are in an active/active configuration. Web traffic is load balanced between all web servers by an AWS Application Load Balancer (ALB). The failure of any web server or availability zone is detected by the ALB. The ALB disables the failed server and web traffic is automatically rerouted to the remaining server nodes.

Each tier of the application has multiple servers in either an active/active or active/passive configuration based on architectural needs and industry standards. Infrastructure-as-Code (IaC) technology allows for the rapid scaling or deployment of infrastructure to meet emergency needs.

High availability for data in the local AWS AZ is provided by using database servers in an active/passive configuration in concert with AWS Elastic Block Storage (EBS). Database requests are routed to the active database server. In the event of a failure on the active database server, the passive server is automatically brought online and takes over active database responsibilities. EBS volumes are replicated within the local AZ.

Brightly' main facility is in Cary, North Carolina. Located near Research Triangle Park, Cary has excellent access to transportation facilities and emergency services. The office is located within the same power grid as a regional medical center. In the event of a power outage, restoration of service to this grid is a utility priority. Brightly has additional office locations in the United States, Canada, the UK, Australia, and India. Our business can operate at capacity if any office location is lost. Fully remote business operation for an extended period (such as during a pandemic) is also possible if access to all office locations is impaired.

## **9. Do clients retain full rights and control of their data?**

Per section 2.2 (b) of Brightly standard Terms of Service (<https://www.brightlysoftware.com/terms>) Brightly acknowledges and agrees that the Client retains all ownership right, title, and interest in and to Client data, including all Intellectual Property Rights. The data you place in our applications belongs to you. We will never share, sell, or distribute data that specifically identifies your organization. We may offer services that allow you to view "average" or aggregated data from other clients, but this data will never be specifically identified to you or your organization.

Clients can self-service exports of their data through the application by using an export utility or running detailed system reports and then exporting the report. Exports can be saved in PDF, Excel or csv formats.

## **10. Does your web-based interface support authentication, including standards-based single sign-on?**

Brightly encourages clients to use the single sign-on (SSO) feature provided with the application. This allows users to log in to the application based on the client's already established password policy. Our SSO supports any SAML 2.0 compatible identity service (like Microsoft's Azure AD or Active Directory Federation Services).

## About Brightly Software

Brightly, the global leader in intelligent asset management solutions, enables organizations to transform the performance of their assets. Brightly's sophisticated cloud-based platform leverages more than 20 years of data to deliver predictive insights that help users through the key phases of the entire asset lifecycle. More than 12,000 clients of every size worldwide depend on Brightly's complete suite of intuitive software – including CMMS, EAM, Strategic Asset Management, IoT Remote Monitoring, Sustainability and Community Engagement. Paired with award-winning training, support and consulting services, Brightly helps light the way to a bright future with smarter assets and sustainable communities. For more information, visit [brightlysoftware.com](https://brightlysoftware.com)

866.455.3833 / [info@brightlysoftware.com](mailto:info@brightlysoftware.com) / [brightlysoftware.com](https://brightlysoftware.com)



## Leonard Ludi

---

**From:** Herring, Allison <allison.herring@brightlysoftware.com>  
**Sent:** Tuesday, January 16, 2024 11:57 AM  
**To:** Leonard Ludi  
**Cc:** Hunt, Jon  
**Subject:** RE: [External] Additional Request - Brightly Software | Proposal & Sourcewell Info

Leonard,

This is what my team and I have put together for you:

In short, both Cedar and Brightly are providing key, supplementary services that address different needs for the Village. You can think of it in phases.

**Phase One:** *Data collection and organization.* Cedar is mainly focused on GIS-related services and dataset creation. Their project deliverables are centered on sorting and refining data and it does not appear to cater to broader data analysis and predictive modeling needs that the Village is requesting. While our defined scope of work doesn't involve the data data collection, we can leverage the information you've already gathered from recent pavement condition scores, existing GIS data, and your latest sign reflectivity data/inventory.

**Phase Two:** *Use data to create models for in-depth capital planning.* Brightly Software offers:

- **Expert Consulting:** Offers professional expertise in building lifecycle models, which is beneficial for strategic asset management
- **Client Engagement:** Actively involves clients in the development process, ensuring a tailored capital planning solution
- **Continued Support:** Provides post-workshop support to assist clients in fully utilizing the developed models.

Please let us know if this information is sufficiently detailed or if further clarification is required. Thank you again for your patience; we're here to assist in any way possible!

Best,

**Allison Herring** / Government Account Executive / M: 919-364-6812  
**Brightly**, A Siemens Company

---

**From:** Herring, Allison (SI BSW OPS S GOV B)  
**Sent:** Tuesday, January 16, 2024 9:12 AM  
**To:** Leonard Ludi <lludi@kronenwetter.org>  
**Subject:** RE: [External] Additional Request - Brightly Software | Proposal & Sourcewell Info

Leonard,

Good morning! My apologies for the delayed response, we were off for the holiday yesterday.

Let me check with the team and see if they were able to get that done. We had a busy week of RFPs last week, so I apologize for the delay! I will let you know soon.

Best regards,

**Allison Herring** / Government Account Executive / M: 919-364-6812  
**Brightly**, A Siemens Company

---

**From:** Leonard Ludi <[lludi@kronenwetter.org](mailto:lludi@kronenwetter.org)>  
**Sent:** Monday, January 15, 2024 12:10 PM  
**To:** Herring, Allison <[allison.herring@brightlysoftware.com](mailto:allison.herring@brightlysoftware.com)>  
**Subject:** RE: [External] Additional Request - Brightly Software | Proposal & Sourcewell Info

**Caution:** This email originated from outside of the organization. Do not click links or open attachments unless you trust the sender and know the content is safe.

Good morning Alison,  
Just following up regarding the following request. Hope all is well,  
Thanks,

**Leonard Ludi**  
Director of Public Works & Utilities

  
Village of  
**Kronenwetter**  
1582 Kronenwetter Drive  
Kronenwetter, WI 54455  
Cell: 715-432-2351  
Direct: 715-693-4200 ext. 1731  
Fax: 715-693-4202  
[www.kronenwetter.org](http://www.kronenwetter.org)

---

**From:** Herring, Allison <[allison.herring@brightlysoftware.com](mailto:allison.herring@brightlysoftware.com)>  
**Sent:** Monday, January 8, 2024 8:57 AM  
**To:** Leonard Ludi <[lludi@kronenwetter.org](mailto:lludi@kronenwetter.org)>  
**Subject:** RE: [External] Additional Request - Brightly Software | Proposal & Sourcewell Info

Leonard,

We can absolutely do that! I will have Jon and the team look over it and get it back to you by EOW.

Best,

**Allison Herring** / Government Account Executive / M: 919-364-6812  
**Brightly**, A Siemens Company

---

**From:** Leonard Ludi <[lludi@kronenwetter.org](mailto:lludi@kronenwetter.org)>  
**Sent:** Friday, January 5, 2024 5:21 PM  
**To:** Herring, Allison <[allison.herring@brightlysoftware.com](mailto:allison.herring@brightlysoftware.com)>  
**Cc:** Peter Wegner <[pwegner@kronenwetter.org](mailto:pwegner@kronenwetter.org)>; Hunt, Jon (SI BSW OPS S GOV B) <[jon.hunt@siemens.com](mailto:jon.hunt@siemens.com)>  
**Subject:** Additional Request - Brightly Software | Proposal & Sourcewell Info

**Caution:** This email originated from outside of the organization. Do not click links or open attachments unless you trust the sender and know the content is safe.

Good afternoon Alison,

The best way for us to level the two (2) bids we have for GIS Asset Management Services is ask that you critique your competitor's proposal.

Based on our conversations thus far, could you provide the pro's and con's of the attached "Cedar Corporation" proposal and let us know the value Brightly Software is providing that Cedar is not? Could we have this back by 'end of business' Friday, January 12, 2024?

Let me know if there are any questions. Appreciate you entertaining this exercise....

Thank you,

**Leonard Ludi**

Director of Public Works & Utilities

  
Village of  
**Kronenwetter**  
1582 Kronenwetter Drive  
Kronenwetter, WI 54455

Cell: 715-432-2351

Direct: 715-693-4200 ext. 1731

Fax: 715-693-4202

[www.kronenwetter.org](http://www.kronenwetter.org)

---

**From:** Herring, Allison <[allison.herring@brightlysoftware.com](mailto:allison.herring@brightlysoftware.com)>

**Sent:** Friday, December 8, 2023 2:29 PM

**To:** Leonard Ludi <[lludi@kronenwetter.org](mailto:lludi@kronenwetter.org)>

**Cc:** Peter Wegner <[pwegner@kronenwetter.org](mailto:pwegner@kronenwetter.org)>; Hunt, Jonathan <[jonathan.hunt@siemens.com](mailto:jonathan.hunt@siemens.com)>

**Subject:** RE: [External] Brightly Software | Proposal & Sourcewell Info

Leonard & Pete,

As promised, I've made some updates to the proposal we discussed, and I have attached the revised version below for your review.

Link to updated proposal here: <https://brightlysoftware.octiv.com/view/q-385451>

In this updated proposal, I have included water as another asset class, and we've adjusted the cost for water to \$2,000. Additionally, I've modified the implementation package to our "standard implementation." Detailed information about the scope of work (SOW) is available in the attached proposal.

Please take your time to review the changes, and feel free to reach out if you have any questions or require further clarification.

I look forward to discussing any questions you may have.

Best regards,

**Allison Herring** / Government Account Executive / M: 919-364-6812  
**Brightly**, A Siemens Company

---

**From:** Herring, Allison (SI BSW S)  
**Sent:** Friday, November 17, 2023 4:50 PM  
**To:** Leonard Ludi <[lludi@kronenwetter.org](mailto:lludi@kronenwetter.org)>  
**Cc:** [jmills@withersravenel.com](mailto:jmills@withersravenel.com); Hunt, Jonathan (SI BSW OPS S GOV B) <[jonathan.hunt@siemens.com](mailto:jonathan.hunt@siemens.com)>  
**Subject:** Brightly Software | Proposal & Sourcewell Info

Leonard,

It was great talking with you and the team this morning. Please find the attached proposal and Sourcewell details for your review. If you face any issues with the links or have questions, feel free to reach out.

**Capital Predictor Enterprise – Streets/Signs/Sidewalks (3-year contract + Sourcewell):**

Kronenwetter, WI: [Click here to view your proposal](#)

**Multi-year Contracts:**

In the 3-year contract, you'll notice a 6% uplift in our software cost year-over-year. Additionally, there's a non-appropriation clause in the Order Form under Terms to address any unforeseen financial reasons that may hinder your continued use of our services.

**Sourcewell Purchasing Cooperative:**

Included in your Order Form is information about the purchasing cooperative. Approximately 75% of my government clients, including yourself, utilize it to purchase our software. Sourcewell's benefits lie in competitively solicited and awarded vendor contracts, ensuring all bid requirements are met, guaranteeing the lowest cost for government entities. This enables us to offer a 21% discount on your yearly software cost.

- **Your Purchasing Info:** [Kronenwetter, WI](#)
- **Our Purchasing Info:** [Brightly Software](#)

Looking forward to our next discussion on December 7th. Feel free to reach out if you have any questions in the meantime.

Best regards,

**Allison Herring** / Government Account Executive / M: 919-364-6812  
**Brightly**, A Siemens Company