

**PREPARED FOR**

City Of Tomball ("Subscriber")

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Tomball, TX 77375

**PREPARED BY**

Brightly Software Inc ("Company")  
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**Dude Solutions is now Brightly. Same world-class software, new look and feel.**

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

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**Pricing is based on unlimited users. Subscription ("Services") includes Public Portal, Parcel Connector, and GIS Connector. Enterprise includes all modules (Permits, Inspections, Plan Review, Code Enforcement, and Business Licensing)**

- **Proposal includes Sourcewell Purchasing Co-op discount (21% on Subscription; 5% on Services)**

- **Your Purchasing Info (Sourcewell discount):** <https://www.sourcewell-mn.gov/node/399506>  
(<https://www.sourcewell-mn.gov/node/399506>)

**ID# 124317**

- **Our Purchasing Info:** <https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi>  
(<https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi>)

This SOW has been defined to leverage Brightly's experience, while optimizing the use of resources, thereby maximizing cost efficiencies on behalf of Client.

Based on our current understanding of the complexity and scope of this effort and the expected involvement of the Brightly team resources, the current estimated Fixed Price for this engagement is shown in the Investment table. This estimated cost breakdown is as follows:

**Term: 69 months (01/01/2023 - 09/30/2028)**

Services			
Item	Start Date	End Date	Investment
SmartGov - Enterprise	1/1/2023	9/30/2023	12,432.85 USD
SmartGov Connector Merchant	1/1/2023	9/30/2023	690.93 USD
SmartGov Connector Financial	1/1/2023	9/30/2023	690.93 USD
SmartGov Connector ECM-Laserfiche	1/1/2023	9/30/2023	690.93 USD
SmartGov Connector BlueBeam	1/1/2023	9/30/2023	690.93 USD
- SmartGov Permitting	1/1/2023	9/30/2023	Included



Services			
Item	Start Date	End Date	Investment
- SmartGov Code Enforcement	1/1/2023	9/30/2023	Included
- SmartGov Business License	1/1/2023	9/30/2023	Included
4.0 Month(s) included at no additional cost on the first term 01/01/2023 - 04/30/2023			-6,679.81 USD
			<b>Subtotal:</b> 8,516.76 USD
Professional Services			
Item	Investment		
General Config	2,375.00 USD		
Fees Configuration (Pages)	504.45 USD		
Workflow template customization (package of 10)	9,975.00 USD		
Existing Merchant Connector Configuration	1,425.00 USD		
Map Connector Configuration	1,187.50 USD		
Parcel Connector Configuration	2,968.75 USD		
Portal Configuration	1,187.50 USD		
Financial Export Connector Configuration	2,375.00 USD		
Laserfische Connector Configuration	2,968.75 USD		
Blue Beam Connector Configuration	1,425.00 USD		
SmartGov Custom Implementation	0.00 USD		
Project Management	3,958.79 USD		
	<b>Subtotal:</b> 33,102.89 USD		



## Professional Services

Item	Investment
SmartGov Training - Basic	2,752.15 USD
	<b>Subtotal:</b> 33,102.89 USD
<b>Total Initial Investment</b>	<b>41,619.65 USD</b>

\*Includes 30 customized templates (3 packages of 10)

The above level of effort and associated pricing is based on the SMARTGOV package selected by City Of Tomball and is subject to change based on defined client requirements that may be discovered during project delivery. Any identified project scope or requirements changes will be addressed via the Company's Change Control Authorization ("CCA") process.

## Subscription

Item	Investment Year 2 Start Date: 10/01/ 2023	Investment Year 3 Start Date: 10/01/ 2024	Investment Year 4 Start Date: 10/01/ 2025	Investment Year 5 Start Date: 10/01/ 2026	Investment Year 6 Start Date: 10/01/ 2027
SmartGov - Enterprise	17,224.24 USD	17,740.97 USD	18,273.20 USD	18,821.40 USD	19,386.05 USD
SmartGov Connector Merchant	957.21 USD	985.93 USD	1,015.50 USD	1,045.97 USD	1,077.35 USD
SmartGov Connector Financial	957.21 USD	985.93 USD	1,015.50 USD	1,045.97 USD	1,077.35 USD
SmartGov Connector ECM- Laserfiche	957.21 USD	985.93 USD	1,015.50 USD	1,045.97 USD	1,077.35 USD
SmartGov Connector BlueBeam	957.21 USD	985.93 USD	1,015.50 USD	1,045.97 USD	1,077.35 USD
- SmartGov Permitting	Included	Included	Included	Included	Included



Subscription						
Item	Investment Year 2 Start Date: 10/01/ 2023	Investment Year 3 Start Date: 10/01/ 2024	Investment Year 4 Start Date: 10/01/ 2025	Investment Year 5 Start Date: 10/01/ 2026	Investment Year 6 Start Date: 10/01/ 2027	
- SmartGov Code Enforcement	Included	Included	Included	Included	Included	
- SmartGov Business License	Included	Included	Included	Included	Included	
Total:	21,053.08 USD	21,684.69 USD	22,335.20 USD	23,005.28 USD	23,695.45 USD	



## Introduction

Brightly Software, Inc. ("Company") is pleased to submit this Statement of Work ("SOW") to City Of Tomball for SmartGov Professional Services. SmartGov streamlines permitting, planning/zoning, Inspections, code enforcement, and business licensing, providing efficiency for your jurisdiction and enhanced customer service for your citizens. The package City Of Tomball has chosen for implementation of SmartGov will be implemented using proven processes and methodologies managed by an experienced project manager dedicated to delivering a successful project.

Company looks forward to the opportunity to deliver these services and the ever-lasting development of a strong business partnership.

## Custom Implementation and Features

The Custom Implementation leverages best practices but includes wide flexibility in Company assisted customization. It is based on our pre-configured settings to streamline your setup but allows full access to modify your final configuration.

With Custom, you get access to the Full Software and your features include:

Feature	Custom
All Modules (Permitting, Licensing, Code Enforcement, Recurring Inspections)	Included
Public Portal	Included
Custom Fee Codes (across all modules)	Included
Custom Fields (across all modules)	Unlimited
Departments associated with Templates and Inspection Types (e.g., Building Safety and Construction, Planning and Zoning, etc.)	Unlimited
156 Standard Reports and Output Documents	Included
Custom Reports and Output Documents	Unlimited (Additional Fee Required)
Pre-configured Inspection Types (109 across all modules)	Included
Pre-configured Submittal Types (140 across all modules)	Included
Pre-configured Workflow Steps (152 across all modules)	Included
Additional Inspection Types	Unlimited (Additional Fee Required)



Feature	Custom
Additional Submittal Types	Unlimited (Additional Fee Required)
Additional Workflow Steps	Unlimited (Additional Fee Required)
Mobile App (Android and iOS)	Included
Pre-configured Templates and Workflow (77 templates across all modules)	Included
Additional Templates and Workflow	Unlimited Unlimited (Additional Fee Required)
Case number formatting	Customized
Users	Unlimited

With Custom you will get access to the following Services:

Service	Custom
Project Management	Per Agreement
Public Portal Configuration	Self-service or Per Agreement
Custom Code References	Included
Custom Condition Setup	Unlimited
Custom Field Configuration	Unlimited
Department Customization	Included
Fee/ Financial Setup	Per Agreement
Jurisdiction Specific Settings (Time zone, Holidays, etc.)	Included
Inspection Types Additions	Per Agreement
Template and Workflow Customization	Per Agreement
Template and Workflow Additions	Per Agreement
User Setup and Security	Included



Please talk with your account representative to determine timing for your Custom Implementation.

## **Planning, Initial Set Up & System Level Configuration**

As part of the General Configuration Brightly will:

- Create your database with our defaults
- Load your users with Company standard permissions (provided in Company input sheet)
- Load your Code References/Violation types (provided in Company input sheet)
- Load up to 20 additional custom attributes/details (not associated with fees)
- Load your logo
- Provide access to 156 reports/output documents (see list)
- Provide ongoing access to our Virtual Classroom Training classes

## **Workflow Template Customization**

CD-WT10 Company will add up to x10 custom process templates across all modules (Permits/Licensing/Code Enforcement/Recurring Inspections) until your product readiness date or 12 months after purchase whichever comes first.

## **Financial Setup and Fees Pages**

Based on your fee schedule Company will:

- Setup your fee code calculations
- Load your FMS/GL Codes (provided in Company input sheet)
- Load your Valuation table (provided in Company input sheet or ICC table)
- Setup your fixture costs (if needed)
- Load your custom attributes / details as required for your fee calculations

## **Public Portal Configuration Setup**

The Company will customize your Portal by:

- Linking your logo
- Exposing all permits/business licenses that you want your citizens to have access to
- Will advise on best practices and load your custom verbiage into the available fields
- Provide the access URL to add link to any needed jurisdiction web pages





## Parcel Connector Setup

Company will configure EITHER a Delimited Parcel Job OR ARCGIS Parcel Job on behalf of the customer

- Delimited File – A delimited file may be uploaded to the job at runtime or may be made available to the job via FTP using anonymous access or a username and password. The delimited file option supports a single address for each individual parcel.
- Parcel Layer – A parcel layer must be accessible by URL through an ESRI REST service. A secondary address-only layer may also be provided for parcels that have more than one address. The layer(s) must be publicly accessible and may be secured with a username and password.

The configured parcel job will be available for the customer to run on-demand. If using the ARCGIS option or a delimited file that is accessible via FTP, the job may also be scheduled to run on a consistent basis (e.g., daily, weekly, monthly, etc.).

## Map (GIS) Connector Setup

The Company will connect to your supported ESRI Map Service secured by a publicly trusted certificate issued by a Certificate Authority.

The clients Map Service must be publicly accessible and require no user authentication of any kind. The Map Service must include a parcel layer with a designated field having parcel numbers that exactly match those provided in the Parcel Connector source data (this layer may be the same as that provided for the Parcel Connector if no authentication is required for access). Support for Feature, Tiled, and Web Map Services is not included.

Custom base maps are not supported. Base maps from the ESRI base map library will be available for use.

## Financial Connector Setup

The Company will customize the configuration of the export to match your financial system input needs. These customizations could include:

- Additional data fields
- Altered order of column information
- Alternate delimiter or fixed width formatting

## Merchant Service Connector Setup

The Company will setup our connector to your merchant vendor (from our authorized list of vendors).



The client will need to provide the relevant linking information for the Company to complete the setup. These will often include connection URLs, Login IDs, and Transaction Keys.

The Company cannot get this information on the client's behalf due to security and privacy concerns.

## Digital Markup Tool Setup

The Company will setup our connector to Bluebeam.

Company will provide training on how to check documents in and out but will not provide training on other Bluebeam software components.

This does NOT include a subscription to Bluebeam or training on how to use the Bluebeam software and this must be purchased separately from that vendor.

- ***Bluebeam Studio Prime is the only edition of Studio that is compatible with the SmartGov integration.***
- ***The SmartGov integration is compatible with all 3 Revu editions***

## Laserfiche Setup

The Company will setup our connector to Laserfiche.

This connector allows file attachments in SmartGov to be stored within an Enterprise Content Management (ECM) system. The Laserfiche integration was built in compliance with Content Management Interoperability Services (CMIS) standards.

Customer must have the Laserfiche CMIS Gateway installed and configured for the desired repository and be able to provide a browser binding URL that SmartGov can reach from the cloud.

There are three Secured Functions that control access to the Laserfiche configuration options:

1. Admin.JurisdictionBlobProvider – Allow user to all Enterprise Content Management (ECM) settings and mappings
2. Admin.JurisdictionBlobProvider.ConfigureCMISConnection – Allow user to configure CMIS connection settings
3. Admin.JurisdictionBlobProvider.ConfigureECMTemplates – Allow user to configure metadata template mappings



## **SmartGov Training - Basic**

The Company web-based training will train the client in a "train-the-trainer" format.

The training agenda will be agreed upon by the consultant and the client lead and is designed to provide the client team with an interactive experience in the software to facilitate an understanding of the utilized parts of the software.

This training can span a 2-week period, provided in 3.5 hour sessions to meet client needs but will not exceed eight sessions. Once the team has been trained on all utilized sections of the software the training is complete.

## **Change Control Authorization Process**

Any changes to the defined scope will require a signed Change Order by the client. This Change Order will outline the additional work required and costs associated with the change. It will also include estimated changes to your launch schedule that must also be approved.



## Appendix

### Parcel Configuration Setup

Parcel source data (delimited file or parcel layer) must include the following fields, at a minimum:

- Parcel Number
- Primary Situs Address
- Primary Situs City
- Primary Situs State
- Primary Situs Zip Code
- Owner Name
- Owner Street Address
- Owner City populated for USA addresses only
- Owner State populated for USA addresses only
- Owner Zip Code populated for USA addresses only
- International Indicator with a value of "Y" for any owner address outside of the USA
- International line including the full regional equivalent of the city, state and zip code for any owner address outside of the USA

Inclusion of the following additional fields is recommended:

- Parcel center point latitude in decimal degrees
- Parcel center point longitude in decimal degrees

If using a secondary address layer with the ARCGIS Parcel job, the address layer must contain the following fields:

- Parcel Number
- Secondary Situs Address
- Secondary Situs City
- Secondary Situs Zip Code

Inclusion of the following additional fields is recommended for the secondary address layer:

- Address point latitude in decimal degrees
- Address point longitude in decimal degrees

### Map (GIS) Connector Setup

The following base maps are currently included (subject to change):

- Imagery
- Imagery Hybrid
- Streets
- Topographic
- Navigation
- Streets (Night)
- Terrain with Labels
- Light Gray Canvas



- Dark Gray Canvas
- Oceans
- National Geographic Style Map
- Open Street Map
- Charted Territory Map
- Community Map
- Navigation (Dark Mode)
- Newspaper Map
- Human Geography Map
- Human Geography Dark Map
- Modern Antique Map
- Mid-Century Map
- Nova Map
- Colored Pencil Map
- Firefly Imagery Hybrid
- USA Topo Maps

## Financial Connector Setup

By default, financial extract jobs are pre-configured and the included configuration of the Receipt Extract job will produce a comma-delimited file with the following data points:

- Receipt Number
- Receipt Date
- FMS/GL Code
- Fund
- GL Account
- Fee Amount Paid
- Fee Code Name
- Permit/License/Case Number
- Payer Name

The included configuration of the Receipt Extract – FMS/GL Summary job will produce a comma-delimited file with the following data points:

- FMS/GL Code
- Fund
- GL Account
- Fee Amount Paid

The file output of the financial extract may be written to the customer's FTP site, if desired, to facilitate automated external processing of the file. The customer may request the use of an alternate delimiter if a comma is not acceptable.

The financial extract job may be run on demand or scheduled to run on a consistent basis (e.g., daily, weekly, monthly, etc.). Companion reports designed for reconciliation and extract verification are also available.



## Blue Beam Connector Configuration

Bluebeam Software is comprised of a document management component, known as Studio, and a client-side application, Revu. Each component has three (3) editions with various features.

Bluebeam Studio is the repository for Bluebeam Projects and Sessions. Only one license/subscription is required for each jurisdiction. It is available in the following editions:

- Bluebeam Studio Prime (**Compatible with SmartGov**) – Cloud-based (allows third party integrations with the Bluebeam Studio API), additional Bluebeam cost
- Bluebeam Studio (**Not Compatible with SmartGov**) – Cloud-based, included with the Bluebeam Revu user license at no additional Bluebeam cost
- Bluebeam Studio Enterprise (**Not Compatible with SmartGov**) – On-Premises

Bluebeam Revu is the client-side software that provides the tools necessary to review and mark up documents. This software must be installed on each client computer that will be used to perform review and mark up tasks. Revu is available in the following editions:

- Revu Standard (**Compatible with SmartGov**) – Standard tool set
- Revu CAD (**Compatible with SmartGov**) – Includes all of the standard tools, along with plugins for 2D and 3D PDF creation
- Revu eXtreme (**Compatible with SmartGov**) – Includes all of the standard tools and CAD plugins, with additional features like Optical Character Recognition (OCR) and batch processes.

The Revu user license includes access to Bluebeam Studio, but Bluebeam Studio is not sufficient for integration with SmartGov. Each SmartGov user that will be checking projects in and out of Bluebeam or performing review and mark up tasks must also be a member of the Bluebeam Studio Prime account.



### **Order Form terms**

- By accepting this Order Form, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Fees for the full Services Term defined above.
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order Form.
- This Order Form and its Services are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- To the extent professional services are included in the Professional Services section of this Order Form, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Terms by reference.
- During the 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 Services 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 Service Terms will be charged at the then-current rate.
- Acceptance of this Order Form 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 Form and may not use the Service.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order Form annually. If the Subscriber fails to appropriate funds sufficient to maintain the Service(s) described in this Order Form, then the Subscriber may terminate the Service(s) 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 Service(s) 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 Form. 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-321935 on any applicable purchase order and email to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com)
- Brightly Software, Inc. maintains the necessary insurance coverage for its products and professional services, including but not limited to liability and errors & omissions coverage. Proof of insurance can be provided upon request.



Illuminate: Bringing the best Ideas to Light

#### **Bringing Assets Into Focus**

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 12<sup>th</sup>-15<sup>th</sup>, 2023. 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 \$895 for tuition only and \$1795 for the "Brightly Bundle". The Brightly Bundle includes meals, a 4-night hotel stay and tuition.** Registration is open beginning September 1<sup>st</sup> through March 10<sup>th</sup>, 2023.



## Signature

Presented to:

Q-321935

December 12, 2022, 2:16:25 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**