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**BOARD CHAIR DISTRICT 1**
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**MEMBER DISTRICT 5**
STEVE SLONE

**VICE CHAIR DISTRICT 4**
KEITH SMALLWOOD

**MEMBER DISTRICT 3**
WILLIAM NEWSOME, JR

**Consent Agenda Item (Action Item):** Purchase added software training through Brightly for Bus Parts Inventory

**Applicable State or Regulations: BOE Policy 04.32**

**Fiscal/Budgetary Impact:** The cost of the software/training component will cost our department $1500

**History/Background:** We currently use School Dude through Brightly for all our school extra-curricular field trips, plus our mechanics use this program for their service/work orders on their buses. With adding the training for inventory this will make our department more efficient by not overspending, and having parts readily available in a time of need.

**Recommended Action:** Approval of the School Dude (Brightly) add on training software for our mechanical department of Pupil Transportation.

**Contact Person(s):** Seth Crisp

| | | |
|---|---|---|
| _____ | Seth Crisp | Tonya H. Williams |
| **Principal** | **Director** | **Superintendent** |

**Date:** 9/28/26

The Floyd County Board of Education does not discriminate on the basis of race, color, national origin, age, religion, marital status, sex, or disability in employment, educational programs, or activities as set forth in Title IX & VI, and in Section 504.

**PREPARED FOR**

Floyd County Board of Education ("Customer")

442 Kentucky 550

Eastern, KY 41622

**PREPARED BY**

Siemens ("Company")

4242 Six Forks Road, Suite 1400

Raleigh, NC 27609

**PUBLISHED ON**

July 28, 2026

- Omnia Partners Contract Number: R210702
- https://www.omniapartners.com/suppliers/brightly/public-sector

**Bill To Address:**

**Ship To Address:**

Sara Hamilton
442 Kentucky 550
Eastern , KY
41622
United States

**Subscription Term: 12 months (08/01/2026 - 07/31/2027)**

## Professional Services

| Item | Investment |
|---|---|
| Consulting Service | 1,496.25 USD |
| | **Subtotal:** 1,496.25 USD |

## Total Initial Investment 1,496.25 USD

# Consulting Services Statement of Work

**Summary:**

Company will provide certain professional consulting services to Customer. These professional services include providing Customer with focused guidance by an experienced Company consultant to aid the utilization of Customers application effectively and efficiently. Services are tailored to Customers needs but may include meeting with key stakeholders to ensure the set-up and configuration of the system will meet Customer's current and future needs; workflows meet the needs of the business; available data is cleaned, aligned, and imported; and end users are trained.

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

| | |
|---|---|
| Consulting Service | 1.00 Day(s) |

**Deliverables:**

The following list of deliverables are example categories, the specific deliverables included in Customer's service will be documented and presented by the Company Project Coordinator during the project kick off call. If additional services are requested, a new Consulting Services SOW may be required. Virtual services are delivered in 4-hour increments, or until a maximum of the days In Scope have been consumed.

- **Project initiation and discovery:** Virtual interviews between Company and Customer to review desired outcomes, current processes, account configuration, data, and reporting needs, and change management process.
- **Data Import:** Data loading of pick list values or primary record data types (e.g. work orders, events, PM schedules) in Customer's application.
- **Account configuration:** Reviewing, removing duplicates, making recommendations for best alignment of data categories, and aligning with Company Import templates for inclusion in Customer's solution. Data loading and account configurations are tailored to Customer needs.
- **Application Training:** Administrator and/or role-based user training to include functions associated to specific role permissions. Desktop and/or mobile training topics include maintaining current data, basic or advanced workflows, creation and processing of records, and general navigation. Training is tailored to Customer needs.
- **Consulting:** Focused guidance by experienced Company consultants to aid the utilization of Customers application effectively and efficiently.

**Acceptance Process:**

All the days In Scope have been consumed or desired outcome has been met, not to exceed the days In Scope.

**Assumptions:**

**Customer Assumptions:**

- If applicable (data import), data should be provided in an Excel or CSV format in one sheet or workbook with unique records in each row. Multi-tab spreadsheets or multiple rows of data per record will not import successfully and will require additional services. Company cannot access or extract data from other systems or locations.
- If applicable (data import), not all data from a legacy system or database will have a one-for-one match in your Company solutions. Company will work with Customer to determine the best approach to capture and map this data.
- Customer is responsible for providing login information ahead of time to users, as well as provide devices where the mobile app (if applicable) or web browser is downloaded and up to date.
- Customer is responsible for troubleshooting any issues related to their IT infrastructure including network and device management.
- Customer will schedule time for the appropriate resources to be available to the consultant for the duration of any confirmed virtual meeting(s). The success of this process is dependent on the attendance and responsiveness of the key stakeholders.
- Customer will verify with their Company Project Coordinator that they have the correct versions of applications to allow for requested changes to their data or account configuration.
- For onsite activities, Customer will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections
- Customer acknowledges rescheduling or cancelling services within 2 weeks of the confirmed date will require rescheduling based on current availability which may result in delays to the larger implementation project and a rescheduling fee.

**Company Assumptions:**

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

**Project Schedule:**

Project schedule is dependent on the services purchased by Customer and will be determined during the project kick-off call, not to exceed the days In Scope.

**Change Management:**

Customer 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 services outlined in this SOW, the consulting service will be completed to trigger billing for the full service.

**Order terms**

BY SIGNING THIS ORDER FORM, WHETHER BY ELECTRONIC OR WRITTEN SIGNATURE, YOU ARE PLACING A BINDING ORDER FOR THE OFFERINGS SHOWN. IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERINGS.

A. The "Effective Date" of the Agreement between Customer and Siemens is the date Customer accepts this Order
B. Proposal expires in sixty (60) days.
C. The Siemens entity entering into this Agreement is Brightly Software, Inc., a Delaware corporation, and the notice address shall be Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801 USA, Attn: Brightly Software.
D. By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Customer agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
E. Payment terms: Net 30
F. This Order and its Offerings will be subject to the terms and conditions of the Terms of Service (the Base Terms together with any applicable Supplemental Terms) found at https://www.assetmanagement.siemens.com/terms (https://www.assetmanagement.siemens.com/terms) ("Agreement"), unless Customer has a separate written agreement executed by Siemens for the Offerings, in which case the separate written agreement will govern its defined Term. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or other document from Customer 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.
G. Where the Customer is a state, local, or public education entity created by the laws of the applicable state, Siemens and Customer agree that the provisions of the State, Local Government, and Higher Education Addendum ("SLED Addendum") found at https://www.assetmanagement.siemens.com/terms (https://www.assetmanagement.siemens.com/terms) take precedence over any conflicting terms in the Agreement to the extent the deviations set forth therein are required by applicable law.
H. Siemens shall invoice Customer and Customer agrees to pay Siemens the amount specified on this Order. Quantities purchased may not be decreased during the relevant Subscription Term. Customer is responsible for providing complete and accurate billing and contact information to Siemens and notifying Siemens promptly of any changes to such information.
I. If Customer is paying by credit card or Automated Clearing House ("ACH"), Customer shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Siemens is hereby authorized to charge any applicable fees, including any processing fees, using such Automatic Payment Method.
J. Customer is responsible for paying all taxes associated with its purchases hereunder. Siemens shall invoice Customer and Customer shall pay that amount unless Customer provides Siemens with a valid tax exemption certificate, direct pay permit, or other government-approved documentation. Notwithstanding the foregoing, Customer is responsible for, and, to the extent permitted by law, will indemnify Siemens for: 1) any encumbrance, fine, penalty or other expense which Siemens may incur as a result of Customer's failure to pay any taxes required hereunder, and 2) any taxes, including withholding taxes, resulting from making an Offering available to

Users in geographic locations outside the country in which Customer is located as per the Order. For clarity, Siemens is solely responsible for taxes assessable against Siemens based on its income, property and employees.

K. Siemens maintains the right to increase fees within the Subscription Term for Recurring Fee Offerings 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.

L. In the event Customer purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Siemens, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or taxes. Such terms and conditions shall be negotiated solely by and between Customer and such authorized reseller. In the event Customer ceases to pay the reseller, or terminates its agreement with the reseller, Siemens shall have the right to terminate Customer's access to the Cloud Services at any time upon thirty (30) days' notice to Customer unless Customer and Siemens have agreed otherwise in writing.

**Professional Services:**

A. Professional Services Offerings will be subject to the terms and conditions of the Services Supplemental Terms found at https://www.assetmanagement.siemens.com/terms (https://www.assetmanagement.siemens.com/terms).

B. Unless otherwise specified in an applicable Order: (i) Siemens will perform the Professional Services during workdays, Monday through Friday, up to 8 hours a day; (ii) any estimate of hours or costs are reasonable, good faith estimates only; and (iii) each task is performed as firm fixed price work or time and materials as described in this Order. Siemens is only obliged to supply Professional Services and/or Deliverables as expressly stated in this Order. Siemens shall not be obliged to supply any Professional Services and/or Deliverables without a valid Order.

C. **Scheduling.** Siemens requires at least 6 weeks advanced notice from the acceptance of an Order to schedule Professional Services delivery dates when travel is required. Onsite Professional Services shall be delivered consecutively in a single onsite visit unless the applicable Order includes the additional fees and incidental expenses associated with multiple visits.

D. **Unused Professional Services.** Unless otherwise specified in the Order, Siemens reserves the right to expire any unused Professional Services 6 months from the Effective Date set forth on the Order, and Customer will not be entitled to receive a refund for any fees prepaid for such expired Professional Services.

E. **Customer Cooperation.** Customer will cooperate reasonably and in good faith with Siemens in its performance of Professional Services by: (i) providing access to any necessary Customer Data, (ii) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Siemens to perform its obligations under the Order, and (iii) actively participate in scheduled project meetings. Any delays in the performance of Professional Services or delivery of Deliverables caused by Customer may result in additional applicable charges for resource time.

F. **Incidental Expenses.** Customer will reimburse Siemens for travel and related business expenses incurred in connection with Professional Services. If an estimate of incidental expenses is included in the Order, Siemens will not exceed a 5% inflation of such estimate without the written consent of Customer.

G. Siemens may utilize Artificial Intelligence in the performance of Professional Services and the creation of any Deliverables.

**Additional Information**

A. Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer.

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 Customer. Tax exemption certifications can be sent to ams-accountsreceivable.si@siemens.com

B. Billing frequency other than annual is subject to additional processing fees.

C. Provide Siemens with the purchase order number, if applicable. Acceptance of this Order without a purchase order number indicates that a purchase order is not necessary. Please reference Q-472382 on any applicable purchase order and email toams-purchaseorders.si@siemens.com (mailto:ams-purchaseorders.si@siemens.com)

D. Company can provide evidence of insurance upon request.