

Board Office Use: Legislative File Info.	
File ID Number	24-1265
Introduction Date	6-5-2024
Enactment Number	24-1200
Enactment Date	6/5/2024 CJH



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer, Division of Facilities Planning and Management- Kenya Chatman, Executive Director, Facilities

Board Meeting Date June 5, 2024

Subject Purchase Agreement – Brightly Software, Inc., formerly Dude Solutions – District-wide Various Sites Utility O&M Sustainability Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of a Purchase Agreement by and between the District and Brightly Software, Inc., formerly Dude Solutions, Carly, NC, for the latter to purchase and deliver items of equipment, materials, and supplies for the District-wide Various Sites Utility O&M Sustainability Project, in the total amount of \$27,614.43, as the selected vendor, with delivery on June 6, 2024, pursuant to the Purchase Order.

Discussion Vendor is the supplier of delivering materials, equipment and items supplies. Bidding is not required because the price is under the bid threshold of \$109,300.

0.00%

LBP (Local Business Participation Percentage)

Recommendation Approval by the Board of Education of a Purchase Agreement by and between the District and Brightly Software, Inc., formerly Dude Solutions, Carly, NC., for the latter to purchase and deliver items of equipment, materials, and supplies for the District-wide Various Sites Utility O&M Sustainability Project, in the total amount of \$27,614.43, as the selected vendor, with delivery on June 6, 2024, pursuant to the Purchase Order.

Fund 21 Building Fund Measure J

Fiscal Impact

Attachments

- Contract Justification Form
- Purchase Contract Agreement, including Exhibits
- Certificate of Insurance
- Routing Form



CONTRACT JUSTIFICATION FORM
**This Form Shall Be Submitted to the Board Office With Every
Agenda Contract.**

Legislative File ID No. 24-1265

Department: Facilities Planning and Management

Vendor Name: Brightly Software, Inc. formerly Dude Solutions

Project Name: District-wide Various Sites Utility O&M Sustainability Project **Project No.:** 21109

Contract Term: Intended Start: June 6, 2024

Intended End: June 30, 2024

Total Cost Over Contract Term: \$27,614.43

Approved by: Preston Thomas

Is Vendor a local Oakland Business or has it met the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

The District selected Brightly Software, Inc., formerly Dude Solutions, because they currently provide this service for the District.

Summarize the services or supplies this contractor or vendor will be providing.

Vendor will purchase and deliver items of equipment, materials, and school supplies for the District-wide Various Sites Utility O&M Sustainability Project.

Was this contract competitively bid? Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

1) How did you determine the price is competitive?

The Vendor was selected because it has and is currently providing supplies, items, and equipment at a reasonable price for the District.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$109,300 or less (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: _____

Maintenance Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: _____

3) Explain in detail the facts that support the applicability of the exception marked above:

- Brightly Software, Inc. formerly Dude Solutions is the vendor of supplying equipment, materials and school supplies for various sites for the District.

OAKLAND UNIFIED SCHOOL DISTRICT
PURCHASE AGREEMENT

This Agreement is made this 6 day of June, 2024, by and between **Oakland Unified School District**, “District,” and **Brightly Software, Inc. formerly Dude Solutions** “Seller,” with respect to the following recitals:

A. District is a public school district organized and existing under the laws of the State of California.

B. Seller was selected as the supplier for the purchase and delivery of the items of equipment, materials, and supplies detailed in the invoice provided by Seller, dated August 29, 2023, attached hereto as **Exhibit A** (“Items”). District desires to contract with Brightly Software, Inc., for Professional Services to provide basic Utility Bill Accounting, infrastructure management, facilities, vendors, account, meters; utility expense tracking, District-wide energy management; identifying and targeting energy efficiency opportunities; communicate energy-related successes to stakeholders for the Utility O & M Sustainability Project. The Services include all work described in the August 29, 2023 invoice attached to this Agreement as Exhibit A. Nothing in the invoice shall change or modify the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Delivery of Items. Seller agrees to deliver the Items, as specified in **Exhibit A**, to District at the following address: District-wide – Various sites, Oakland, California.
2. Time of Commencement and Completion. The Seller shall commence providing services under this Agreement no later than June 6, 2024 and will diligently perform as required and complete performance by June 30, 2024. (Delivery Date”). Time is of the essence in this Agreement.
3. Contract Price. District agrees to pay Vendor the price of TWENTY-SEVEN THOUSAND SIX HUNDRED FOURTEEN DOLLARS AND FORTY-THREE CENTS (\$27,614.43) within thirty (30) calendar days following receipt of Seller’s invoice for the satisfactory delivery of the Items.
4. [Not Used].
5. Conformance to Contract Documents. Seller agrees that the Items to be furnished

Purchase Contract Agreement – Brightly Software, Inc. formerly Dude Solutions – District-wide Various sites – Utility O & M Sustainability Project - \$27,614.43

pursuant to this Agreement (“Contract”) shall conform to all of the requirements set forth in the Contract Documents, as defined below.

6. Contractor Responsibility. [Not Used]

7. Indemnity. Seller shall defend and indemnify District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all third party claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to reasonable attorney fees and costs including fees of consultant) of any kind, nature, and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Vendor, or Vendor's employees, agents, or volunteers (collectively, the "Vendor Parties"), in the performance of Vendor's obligations under this Agreement.

7. [Not Used]

8. [Not Used]

9. [Not Used]

10. Insurance. Without in any way limiting Seller’s liability, or indemnification obligations set forth in Paragraph 6 above, Seller shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate, if applicable; and (iii) worker’s compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Neither Seller nor any of the Seller Parties shall commence performing any portion of the Contract until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days’ prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A certificate of insurance shall be attached to this Agreement as proof of Insurance.

11. Independent Contractor Status. Seller is engaged in an independently established trade, occupation, or business to provide the Items required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District’s business. Seller is free from the control and direction of District in connection with the manner in which it

Purchase Contract Agreement – Brightly Software, Inc. formerly Dude Solutions – District-wide Various sites – Utility O & M Sustainability Project - \$27,614.43

provides the Items to District. Seller understands and agrees that Seller and the Vendor Parties shall not be considered officers, employees, agents, partners, or joint ventures of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District’s employees are normally entitled.

13. Taxes. All payments made by District to Seller pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Seller, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Seller shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Seller and the Seller Parties and otherwise in connection with this Agreement.

14. Fingerprinting Notice and Acknowledgement. Seller and the Seller Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code (“Education Code”) section 45125.1.

15. Tuberculosis Certification. Seller and the Seller Parties shall at all times comply with the tuberculosis (“TB”) certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Seller hereby represents and warrants to District the following:

A. Seller and Seller Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

B. The following Seller and Seller Parties shall have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

_____. [Attach and sign additional pages, as needed.]

Seller shall maintain on file the certificates showing that the Seller and Seller Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Seller and shall be available to District upon request or audit.

Seller further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by Seller and Seller Parties are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

16. Confidential Information. Seller shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Seller shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Seller shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

17. Assignment/Successors and Assigns. Seller shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the District, except that Vendor shall have the full ability to transfer or assign this Agreement to the surviving entity in a merger or consolidation or to a purchaser of all or substantially all of its assets without the written consent of the District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

18. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

19. Modification of Contract. [Not Used]

20. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties and approved by the District's governing board.

21. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

22. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to Vendor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

23. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Seller shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code

section 49406 and others. Seller agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

24. Non-Discrimination. There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

25. Attorneys' Fees. If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

26. Liability of District. Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

27. Time. Time is of the essence to this Agreement.

28. Waiver. No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.

29. Entire Agreement. This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

30. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

31. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

32. Warranty of Authority. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

33. Forms. The following documents are incorporated into the Contract as the "Contract Documents":

Purchase Contract Agreement – Brightly Software, Inc. formerly Dude Solutions – District-wide Various sites – Utility O & M Sustainability Project - \$27,614.43

DS DS

- ~~Fingerprinting Notice and Acknowledgement.~~
- Workers' Compensation Certification.
- August 29, 2023, Invoice.

34. Mediation. A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third-party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

35. Safety Regulations. [Not Used]

IN WITNESS WHEREOF the parties have executed this Agreement on the date first hereinabove written.

OAKLAND UNIFIED SCHOOL DISTRICT

Seller

Brightly Software, Inc. formerly

Dude Solutions

Preston Thomas (May 10, 2024 14:10 PDT)

 Preston Thomas, Chief Systems
 and Services Officer, Facilities
 May 10, 2024

 Date

DocuSigned by:

 515587D5E38B490...
 Signature
 SVP, Sales
 23 April 2024

 Date

Benjamin Davis, President
 Board of Education
 6/6/2024

 Date

[TITLE]

DocuSigned by:

 A9B6E81FDE10455...
 VP of Sales
 23 April 2024

Kyla Johnson-Trammell, Secretary
 and Superintendent, Board of Education
 6/6/2024

 Date

APPROVED AS TO FORM:

 OUSD General Counsel
 5/8/24

 Date

EXHIBIT A

[attach proposal]

Purchase Contract Agreement – Brightly Software, Inc. formerly Dude Solutions – District-wide Various sites –
Utility O & M Sustainability Project - \$27,614.43



Tax ID: 56-2174429
 Phone: 877-639-3833
 Email: accountsreceivable@brightlysoftware.com

Invoice

Invoice #: INV-222466
 Invoice Currency: USD
 Invoice Date: 08/29/2023
 Terms: Net 30
 Due Date: 09/28/2023
 Client ID: 1231352

Bill To:
Oakland Unified School District
Hannah Press
 900 High Street
 Oakland, CA 94601
 United States

Ship To:
Oakland Unified School District
Hannah Press
 900 High Street
 Oakland, CA 94601
 United States

Client PO #:

Reference: CalSave/Epylon Contract # 020-D

Description	Site	Start Date	End Date	Quantity	Amount
Energy Manager Professional	Oakland Unified School District	07/01/2023	06/30/2024		\$27,614.43
				SUBTOTAL	\$27,614.43
				SALES TAX	\$0.00
				TOTAL	\$27,614.43

TOTAL APPLIED	USD \$0.00
TOTAL DUE	USD \$27,614.43

Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com.
[Need a copy of our W-9? Click here to get a copy from our SharePoint site.](#)
[Need updated vendor information regarding our name change? Click here.](#)

TO PAY BY CHECK

Brightly Software, Inc.
 PO Box 360717
 Pittsburgh, PA 15251-6717
 OR 15250-6717

TO PAY BY ACH

HSBC Bank USA, N.A.
 95 Washington St. 4 South
 Buffalo, NY 14203
 Account #: 879026464
 Routing #: 022000020

TO PAY BY WIRE

HSBC Bank USA, N.A.
 452 5th Ave.
 New York, NY 10018
 Account #: 879026464
 Fed #: 021001088
 Swift #: MRMDUS33

TO PAY BY CREDIT CARD

Call 877-639-3833
 (3% surcharge applies)

This Invoice and its Services are governed by the terms of the Brightly Software Master Subscription Agreement found at <https://www.brightlysoftware.com/terms> ("Terms"), unless Subscriber has a separate written agreement executed by Brightly Software 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.

WORKERS' COMPENSATION CERTIFICATE

Purchase Contract Agreement – Brightly Software, Inc. formerly Dude Solutions – District-wide Various sites –
Utility O & M Sustainability Project - \$27,614.43

{SR832992}

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700, in relevant part, provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, ... "

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Brightly Software, Inc.

Name of Contractor

DocuSigned by:

Kelly Caputo

C3C10791979F48A

Signature

Kelly Caputo

Print Name

24 April 2024

Date

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

DRUG-FREE WORKPLACE CERTIFICATION

[attach form]

Purchase Contract Agreement – Brightly Software, Inc. formerly Dude Solutions – District-wide Various sites –
Utility O & M Sustainability Project - \$27,614.43

DRUG-FREE WORKPLACE CERTIFICATION

The Drug-Free Workplace Act of 1990 (Government Code sections 8350 *et seq.*) requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- (b) Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or organization's policy of maintaining a drug-free workplace;
 - (3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - (4) The penalties that may be imposed upon employees for drug abuse Violations;
- (c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq.*

I acknowledge that I am aware of the provisions of Government Code Section 8350 *et seq.* and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Brightly Software, Inc.

 DocuSigned by: Name of Contractor


 C3C10791979F48A Signature

Kelly Caputo

 Print Name

24 April 2024

 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. 445 SOUTH STREET MORRISTOWN, NJ 07962-1966 CN101547597-BRIGH-GAWUC-	CONTACT NAME: PHONE (A/C No. Ext): FAX (A/C No.): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : HDI Global Insurance Company</td> <td>41343</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : Travelers Casualty & Surety Company</td> <td>19038</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : HDI Global Insurance Company	41343	INSURER B : Travelers Property Casualty Co. of America	25674	INSURER C : Travelers Casualty & Surety Company	19038	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED BRIGHTLY SOFTWARE, INC. 11000 REGENCY PARKWAY STE 300 CARY, NC 27518															

COVERAGES CERTIFICATE NUMBER: NYC-011486687-06 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLD1110115	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ INCL \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			TC2J-CAP-7440L34A-TIL-23	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	UB-8P83929A-23-51-K (AOS) UB-8P79233A-23-51-R (AZ,MA,WI)	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Cyber			CYD5616704S	10/01/2023	10/01/2024	PER CLAIM 5,000,000 AGGREGATE 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THE OAKLAND UNIFIED SCHOOL DISTRICT AND THE DISTRICT PARTIES ARE HEREBY ADDITIONAL INSURED AS OBLIGATED UNDER CONTRACT UNDER THE REFERENCED GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE POLICIES.

CERTIFICATE HOLDER OAKLAND UNIFIED SCHOOL DISTRICT 900 HIGH STREET OAKLAND, CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA LLC
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DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Facilities Utility Operations & Maintenance Project	Site	918
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Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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Contractor Information

Contractor Name	Brightly Software, Inc. (Formerly Dude Solutions)	Agency's Contact	Davion Cooper		
OUSD Vendor ID #	003829	Title	Principal		
Street Address	11000 Regency Parkway, Suite 400	City	Carly	State	NC
Telephone	877-639-3833	Zip	27518		
		Policy Expires			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	21109				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	7-1-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	6-30-2024
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$27,614.43
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	


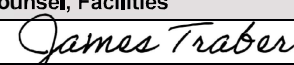
Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
9650/9855	Fund 21 Measure J	210-9650-0-9855-8200-5826-918-9180-9005-9999-21109	5826	\$27,614.43

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities Planning & Management				
	Signature 	Date Approved	May 10, 2024		
2.	General Counsel, Facilities				
	Signature 	Date Approved	5/8/24		
3.	Chief Systems & Services Officer, Facilities Planning and Management				
	Signature	Date Approved			
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			