



PERALTA COMMUNITY COLLEGE DISTRICT

Summary/Coversheet Approval Request for Contracts, Change Orders & Addendums

DATE: 04/26/2022

Agreement CTS # 133923 (Previous CTS Number) 148404 (Previous CTS Number) 171590

Check one of the following: Contract Change Order Addendum

Check One: (Can be ratified w/ Chancellors signature) Under \$50,000

(If over requires Board Approval) See BP _____ and AP _____ Over \$50,000

****DGS Specific**-**

*Construction Contracts (CUPCA): *Below \$200,000 *\$200,000 and Above

Requestor Name: Adil Ahmed, Vice Chancellor for Finance & Administration

Preparer Name and contact Info: Richard Ferreira, Executive Assistant, rferreira@peralta.edu

College & Department: District Finance & Administration

Vendor Name: EdgeRock Technology Partners

Purchase Order 3000130689

Number: _____ Board

Approval Date (If applicable) 09/14/2021 and 12/14/2021, submitted for May 10, 2022

Scope of work or amended scope of work attached: YES NO

Vendor Signed Contract: YES NO

Memorandum to the Chancellor (include explanation of why the services are being outsourced or reason for the work in general).

Continue to provide additional services to PCCD Finance Department through FY 2021-22 to ensure compliance under the District Financial Aid Office due to vacancies. Financial Aid Subject Matter Experts.



**PERALTA COMMUNITY COLLEGE DISTRICT
INDEPENDENT CONTRACTOR & ORIGINAL CONTRACT
ADDENDUM FORM # 2**

Contractor/Consultant Information:

Name of Contractor:	<u>EdgeRock Technology</u>
Business License No.:	<u>N/A</u>
Tax ID Number:	<u>20-2051945</u>
Vendor Number:	<u>730209</u>

Contract Information: Please attach a cover memo attention to the Chancellor

ICC #	<u>Other</u>	Project Name or Scope (Please attach a copy of the original ICC and previous addendums)
Purchase Order #	<u>3000130689</u>	
Contract Start Date:	<u>07/01/2021</u>	End: <u>06/30/2022</u>
New Contract End Date:	<u>N/A</u>	
Original/Previous Contract Amount:		<u>\$ 617,000.00</u>
Request to Increase/Decrease the Contract By:		<u>\$ 250,000.00</u>
Total Contract Amount:		<u>\$ 867,000.00</u>
Board Approval Date(s):	<u>09/14/2021 and 12/14/2021, for 06/28/2022</u>	(if applicable)

Accounting Codes: (additional lines are provided for split funding only)

LOC	FUND	COST CTR	OBJECT	PR	ACTIVITY & SUFF	SPPJ	LN	PREVIOUS AMOUNT	ADDENDUM +/-	TOTAL
1	01	141	5105	1	672000	0000	00	\$ 129,000.00		\$ 129,000.00
1	11	141	5105	1	672000	0000	00	\$ 121,000.00		\$ 121,000.00
1	01	141	5105	1	672000	0000	00	\$ 367,000.00		\$ 367,000.00
1	01	415	5105	1	646000	0000	00		\$ 250,000.00	\$ 250,000.00
										\$ 0.00
										\$ 0.00
									Sub-Total:	\$ 867,000.00
									Total Paid:	
									Remaining Balance:	\$ 867,000.00

Funds Verified by Business Manager Date

Approval Routing:

_____ College President/Vice Chancellor	_____ Date
_____ Vice Chancellor, Financial Services	_____ Date
_____ Chancellor	_____ Date

STATEMENT OF WORK

This Statement of Work (“SOW”) incorporates by reference all of the terms and conditions of the Professional Services Agreement (“PSA”) dated July 1, 2021 between BGSF, Inc., DBA EdgeRock Technology Partners (“Company”) and Peralta Community College District (“Client”).

1. Company Personnel being provided to Client under this SOW: Richard "Dick" Davis
2. Company Personnel Position Title: Financial Aid PSFT Subject Matter Expert
3. Detailed Description of Project and/or Services to be performed by Company Personnel:
 - Collaborate with HURON group currently serving as functional advisors to identify missed opportunities, implement system set up adjustments and validation processes for campuses that address specific issues outlined in specific business process within financial aid.
 - Work with IT team regularly to test ERP system patches and Peoplesoft Update Manager (PUM) upgrades, critical to the functionality of the Campus Solutions (CS) functionality for financial aid. Represent financial aid in the district technology analyst meetings.
 - Partner with newly appointed financial administrator to address programmatic administration gaps in timely operations that inhibit reporting processing.
 - Assist campus leadership with reporting specificity to meet tailored responses to emergency funding request
4. Primary location of Services (Address/Building): Remote
5. Assignment Information:
 - a. Hourly Straight Bill Rate: \$200.00
 - b. Not to exceed 1250 hours with a total cost not to exceed \$250,000
 - c. Approximate Start Date: March 1, 2022
 - d. Approximate End Date: June 30, 2022
 - e. Anticipated Work Schedule: Monday - Friday
 - f. On-site/Off-site work schedule: Offsite
 - g. Equipment Needed: No
 - h. Project Manager(s): Marla Williams-Powell
6. Confidentiality, Overtime & Expenses:
 - a. Bill Rate(s) is a confidential matter between Client and Company and shall not be divulged to any other party, specifically including Company Personnel on assignment.
 - b. Overtime must be approved by Client.
 - c. Reasonable travel and out-of-pocket expenses *are included* in the Hourly Rate(s) identified in this section of this Statement of Work. All expenses must be approved by Client prior to billing.
7. Purchase Orders
 - a. Client states that a Purchase Order (“P.O.”) *is required* as part of the agreement between Client and Company. Client agrees that if a P.O. is required, that one will be executed in an amount equal to the estimated value of the anticipated Services and that a copy of the P.O. (including a P.O. number and amount) shall be provided to Company prior to the delivery of Company’s Services.
 - b. Client further agrees that upon expiration or depletion of any existing P.O., that Client will replenish and reissue a new P.O. within (7) seven days as a condition to Company’s continuation of Service delivery.
 - c. Company reserves the right to discontinue Services at its sole discretion should a P.O. not be issued or

reissued to Company in a timely manner as outlined in this section.

8. Acceptance

- a. Client agrees to accept Company's standard status and expense report(s) as authorized forms to document the Services performed including the hours and expenses incurred by Company's Personnel.
- b. Client designated Project Manager or authorized representative shall review, approve, and submit to Company, all time records for Services performed by Personnel during the immediately preceding week, by no later than Monday at 5:00 PM following the week Services are performed. Such approval constitutes acceptance of the Services performed by Personnel and Client's agreement to pay Company.
- c. Any refusal to accept such Services shall be noted on the time record for the applicable week, along with a written explanation of the legitimate reasons therefor. Client's failure to note such refusal shall constitute acceptance of Services.
- d. Client "Project Manager(s)" identified above shall have overall responsibility for directing, managing and approving the Company Personnel's Services. Client may substitute other authorized persons to act as Project Manager from time to time upon written or email notice to Company

9. Payment Information:

- a. Company invoices will be mailed or emailed to the following parties:

Name: Adil Ahmed

Company: Peralta Community College District

Department: Finance and Administration

Address: 333 East 8th Street Oakland California 94606

Email: aahmed@peralta.edu

- b. For Payment inquiries, Company may contact the Client's Accounts Payable department at:

Accounts Payable Supervisor Name: Adil Ahmed

Accounts Payable Supervisor Email: aahmed@peralta.edu

Phone Number: 916-439-9971

- c. Client Approved Hours: Net 30 days upon receipt of invoice and Client-approved timesheet.

- d. Expenses: Net 30 upon receipt of invoice and Client-approved expense report.

10. Term and Termination

Any Services provided by Personnel after expiration of a SOW will be provided under the terms set forth in the most recent SOW pertaining to such Personnel.

[Signature Page To Follow]



The undersigned has read, understands, and agrees to the terms and conditions contained herein.

CLIENT: Peralta Community College
District

BGSF

By: _____

Name: _____

Title: _____

Date: _____

By:  _____

Name: Matt Murray
Sr. Vice President
Title: May 31, 2022 15:26 CT

Date:



PERALTA COMMUNITY COLLEGE DISTRICT
Summary/Coversheet Approval Request for Contracts,
Change Orders & Addendums

DATE: 11/23/2021

Agreement CTS # 133923 (Previous CTS Number) 148404

Check one of the following: Contract Change Order Addendum

Check One: (Can be ratified w/ Chancellors signature) Under \$50,000

(If over requires Board Approval) See BP _____ and AP _____ Over \$50,000

****DGS Specific**-**

*Construction Contracts (CUPCA): *Below \$200,000 *\$200,000 and Above

Requestor Name: Adil Ahmed, Vice Chancellor for Finance & Administration

Preparer Name and contact Info: Richard Ferreira, Executive Assistant, rferreira@peralta.edu

College & Department: District Finance & Administration

Vendor Name: EdgeRock Technology Partners

Purchase Order Number: 3000130689

Board Approval Date (If applicable) 09/14/2021 (Submitted for 12/14/2021)

Scope of work or amended scope of work attached: YES NO

Vendor Signed Contract: YES NO

Memorandum to the Chancellor (include explanation of why the services are being outsourced or reason for the work in general).

Continue to provide additional services to PCCD Finance Department through FY 2021-22 to ensure compliance under the District Financial Aid Office due to vacancies. Financial Aid Subject Matter Experts. Please see the two (2) additional Statement(s) of Work.



**PERALTA COMMUNITY COLLEGE DISTRICT
INDEPENDENT CONTRACTOR & ORIGINAL CONTRACT
ADDENDUM FORM # 1**

Contractor/Consultant Information:

Name of Contractor:	<u>EdgeRock Technology</u>
Business License No.:	<u>N/A</u>
Tax ID Number:	<u>20-2051945</u>
Vendor Number:	<u>730209</u>

Contract Information: Please attach a cover memo attention to the Chancellor

ICC # _____	Other _____	Project Name or Scope (Please attach a copy of the original ICC and previous addendums)
Purchase Order #	<u>3000130689</u>	
Contract Start Date:	<u>07/01/2021</u>	End: <u>06/30/2022</u>
New Contract End Date:	<u>N/A</u>	
Original/Previous Contract Amount:	<u>\$ 250,000.00</u>	
Request to Increase/Decrease the Contract By:	<u>\$ 367,000.00</u>	
Total Contract Amount:	<u>\$ 617,000.00</u>	
Board Approval Date(s):	<u>09/14/2021, (Submit for 12/14/2021)</u>	(if applicable)

Accounting Codes: (additional lines are provided for split funding only)

LOC	FUND	COST CTR	OBJECT	PR	ACTIVITY & SUFF	SPPJ	LN	PREVIOUS AMOUNT	ADDENDUM + / -	TOTAL
1	01	141	5105	1	672000	0000	00	\$ 129,000.00		\$ 129,000.00
1	11	141	5105	1	672000	0000	00	\$ 121,000.00		\$ 121,000.00
1	01	141	5105	1	672000	0000	00		\$ 367,000.00	\$ 367,000.00
										\$ 0.00
										\$ 0.00
										\$ 0.00
									Sub-Total:	\$ 617,000.00
									Total Paid:	
									Remaining Balance:	\$ 617,000.00

Tami Taylor
Tami Taylor (Jan 4, 2022 15:11 PST)

Funds Verified by Business Manager _____ Date _____

Approval Routing:

_____	_____
College President/Vice Chancellor	Date
<u>Adil</u>	<u>01/05/2022</u>
<small>Adil Ahmed (Jan 5, 2022 10:42 PST)</small>	_____
Vice Chancellor, Financial Services	Date
<u>Jacobson</u>	<u>01/05/2022</u>
_____	_____
Chancellor	Date



STATEMENT OF WORK

This Statement of Work ("SOW") incorporates by reference all of the terms and conditions of the Professional Services Agreement ("PSA") dated July 1, 2021 between BGSF, Inc., DBA EdgeRock Technology Partners ("Company") and Peralta Community College District ("Client" or "District").

1. Company Representative under this SOW: Richard "Dick" Davis
2. Company Representative Expertise: Financial Aid PSFT Subject Matter Expert
3. Detailed Description of Services to be performed by Company Representative:
 - A. Consulting and implementation with respect to: (i) Establishing quality control systems for the new financial aid year, including but not limited to working with IT to develop implementation checklists, aligning administrative online functions, establishing test modules for migration to production, assessing and implementing test controls that define and ensure data accuracy, and creation and consolidation of data collection queries and reports. (ii) Troubleshooting ongoing issues to include reconciliation with Common Origination and Disbursement (COD) as mandated by the Department of Education, including but not limited to performing validation of disbursements.
 - B. Training and Development: Company Representative will work with existing District Representative to (i) develop documentation concerning systems and processes and provide training for new and existing financial aid staff on all campuses and the district office; (ii) develop, test and incorporate best practices and updated data processes to improve financial aid operations across the District; (iii) establish quality control systems to correctly process summer awards; (iv) create standard queries/reports for District (to aid in audit review process); (v) develop and implement a training plan for FA technical support (involving IT, Administration, Campus FA leadership); (vi) develop and implement a sustainable system awarding processes for "external awards" (e.g., HEERF) through batch methodology, and system engagement related to the implementation of the Cal Grant processes; (vii) improve cross system engagement with Campus Solutions and PeopleSoft to reduce duplicate efforts at the college level related to package completion and checklists; (viii) work with District IT representatives to develop continuous verification on potential fraudulent students; and (ix) develop and implement a methodology to troubleshoot conversion instances of automatic system errors regarding "less than half time" students
4. Primary location of Services (Address/Building): Remote
5. Assignment Information:
 - a. Hourly Bill Rate: \$200.00
 - b. Approximate Start Date: November 1, 2021
 - c. Approximate End Date: June 31, 2022, unless extended by District as provided in sub-paragraph f., below
 - d. Anticipated Work Schedule: Monday – Friday
 - e. Project Breakdown (Hours/Cost)- Estimated Hours not to exceed 1,625 with a total cost of not to exceed \$325,000; provided that District has the right to increase the number of hours by up to 100 additional hours at the bill rate indicated above by providing notice to Consultant no later than May 31, 2022
 - f. On-site/Off-site work schedule: Offsite
 - g. Equipment Needed: No
 - h. District Representative: Marla Williams-Powell
6. Confidentiality & Expenses:
 - a. To the extent not disclosed to the public in connection with the District's approval of this SOW, the Hourly Bill Rate is a confidential matter between Client and Company and shall not be divulged to any other party, specifically including Company Representative under this SOW.
 - b. The not to exceed cost stated in sub-section 5 of this SOW shall not be exceeded without specific prior approval of an additional Purchase Order by District as specified in sub-section 7 below.



- c. Reasonable travel and out-of-pocket expenses *are included* in the Hourly Bill Rate(s) identified in subsection 5 of this Statement of Work. All expenses must be approved by Client prior to billing.

7. Purchase Orders

- a. Client states that a Purchase Order ("P.O.") *is required* as part of the agreement between Client and Company. Client agrees that if a P.O. is required, that one will be executed in an amount equal to the estimated value of the anticipated Services and that a copy of the P.O. (including a P.O. number and amount) shall be provided to Company prior to the delivery of Company's Services.
- b. Client further agrees that upon expiration or depletion of any existing P.O., that Client will replenish and reissue a new P.O. within (7) seven days as a condition to Company's continuation of Service delivery.
- c. Company reserves the right to discontinue Services at its sole discretion should a P.O. not be issued or reissued to Company in a timely manner as outlined in this section.

8. Acceptance

- a. Client agrees to accept Company's standard status and expense report(s) as authorized forms to document the Services performed and expenses incurred by Company Representative.
- b. Client designated District Representative shall review, approve or reject, and return to Company, time records for Services performed during the immediately preceding week, by no later than Monday at 5:00 PM following the week Services are performed. Such approval constitutes acceptance of the progress or completion Services performed and Client's agreement to pay Company for the hours listed on the time record.
- c. Refusal to accept any time for any Services shall be noted on the time record for the applicable week, along with a written explanation of the legitimate reasons therefor. Client's failure to note such refusal shall constitute acceptance of progress or completion of the Services identified on the time record.

9. Payment Information:

- a. Company invoices, including copies of the time-records pertaining to the period of time covered by each invoice, will be mailed or emailed to the following parties:

Name: Adhil Ahmed

Company: Peralta Community College District

Department: Finance and Administration

Address: 333 East 8th Street, Oakland, California 94606

Email: aahmed@peralta.edu

- b. For Payment inquiries, Company may contact the Client's Accounts Payable department at:

Accounts Payable Supervisor Name: Adil Ahmed

Accounts Payable Supervisor Email: aahmed@peralta.edu

Phone Number: 9164399971

10. Term and Termination

Any Services provided by Company Representative after expiration of a SOW will be provided under the terms set forth in the most recent SOW pertaining to such Company Representative.

[Signature Page To Follow]



The undersigned has read, understands, and agrees to the terms and conditions contained herein.

CLIENT: Peralta Community College
District

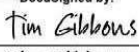
By: 

Name: Dr. Jannett N. Jackson

Title: Interim Chancellor

Date: 01/05/2022

BGSF

DocuSigned by:

By: Tim Gibbons
Name: Tim Gibbons
Title: Vice President
Date: 11/24/2021



STATEMENT OF WORK

This Statement of Work ("SOW") incorporates by reference all of the terms and conditions of the Professional Services Agreement ("PSA") dated July 1, 2021 between BGSF, Inc., DBA EdgeRock Technology Partners ("Company") and Peralta Community College District ("Client" or "District").

1. Company Representative under this SOW: Hemanth Kumar
2. Company Representative Expertise: Financial Aid PSFT Subject Matter Expert
3. Detailed Description of Services to be performed by Company Representative:
 - A. Consulting and implementation with respect to: (i) Establishing quality control systems for the new financial aid year, including but not limited to: working with IT to develop implementation checklists, aligning administrative online functions, establishing test modules for migration to production, assessing and implementing test controls that define and ensure data accuracy, and creation and consolidation of data collection queries and reports. (ii) Troubleshooting ongoing issues to include reconciliation with Common Origination and Disbursement (COD) as mandated by the Department of Education, including but not limited to performing validation of disbursements..
 - B. Training and Development: Company Representative will work with existing District Representative to
 - (i) develop documentation concerning systems and processes and provide training for new and existing financial aid staff on all campuses and the district office; (ii) develop, test and incorporate best practices and updated data processes to improve financial aid operations across the District; (iii) establish quality control systems to correctly process summer awards; (iv) create standard queries/reports for District (to aid in audit review process); (v) develop and implement a training plan for FA technical support (involving IT, Administration, Campus FA leadership); (vi) develop and implement a sustainable system awarding processes for "external awards" (e.g., HEERF) through batch methodology, and system engagement related to the implementation of the Cal Grant processes (vii) improve cross system engagement with Campus Solutions and PeopleSoft to reduce duplicate efforts at the college level related to package completion and checklists; (viii) work with District IT representatives to develop continuous verification on potential fraudulent students; and (ix) develop and implement a methodology to troubleshoot conversion instances of automatic system errors regarding "less than half time" students
4. Primary location of Services (Address/Building): Remote
5. Assignment Information:
 - a. Hourly Bill Rate: \$150.00
 - b. Approximate Start Date: November 1st, 2021
 - c. Approximate End Date: December 17, 2021 unless extended by District as provided in sub-paragraph f., below
 - d. Anticipated Work Schedule: Monday – Friday
 - e. Project Breakdown (Hours/Cost)- Estimated Hours not to exceed 280 with a total cost of not to exceed \$42,000; provided that District has the right to increase the number of hours by up to 100 additional hours at the bill rate indicated above by providing notice to Consultant no later than December 1, 2021.
 - f. On-site/Off-site work schedule: Offsite
 - g. Equipment Needed: No
 - h. District Representative: Marla Williams-Powell
6. Confidentiality & Expenses:
 - a. To the extent not disclosed to the public in connection with the District's approval of this SOW, the Hourly Bill Rate is a confidential matter between Client and Company and shall not be divulged to any other party, specifically including Company Representative under this SOW.

¹ Page 8 The not to exceed cost stated in sub-section 5 of this SOW shall not be exceeded without specific prior approval of an additional Purchase Order by District as specified in sub-section 7 below.



- c. Reasonable travel and out-of-pocket expenses *are included* in the Hourly Bill Rate(s) identified in subsection 5 of this Statement of Work. All expenses must be approved by Client prior to billing.

7. Purchase Orders

- a. Client states that a Purchase Order ("P.O.") *is required* as part of the agreement between Client and Company. Client agrees that if a P.O. is required, that one will be executed in an amount equal to the estimated value of the anticipated Services and that a copy of the P.O. (including a P.O. number and amount) shall be provided to Company prior to the delivery of Company's Services.
- b. Client further agrees that upon expiration or depletion of any existing P.O., that Client will replenish and reissue a new P.O. within (7) seven days as a condition to Company's continuation of Service delivery.
- c. Company reserves the right to discontinue Services at its sole discretion should a P.O. not be issued or reissued to Company in a timely manner as outlined in this section.

8. Acceptance

- a. Client agrees to accept Company's standard status and expense report(s) as authorized forms to document the Services performed and expenses incurred by Company's Representative.
- b. Client designated District Representative shall review, approve or reject, and return to Company, time records for Services performed during the immediately preceding week, by no later than Monday at 5:00 PM following the week Services are performed. Such approval constitutes acceptance of the progress or completion of Services performed and Client's agreement to pay Company for the hours listed on the time record.
- c. Refusal to accept any time for any Services shall be noted on the time record for the applicable week, along with a written explanation of the legitimate reasons therefor. Client's failure to note such refusal shall constitute acceptance of progress or completion of the Services identified on the time record.

9. Payment Information:

- a. Company invoices, including copies of the time-records pertaining to the period of time covered by each invoice, will be mailed or emailed to the following parties:

Name: Adhil Ahmed

Company: Peralta Community College District

Department: Finance and Administration

Address: 333 East 8th Street, Oakland, California 94606

Email: aahmed@peralta.edu

- b. For Payment inquiries, Company may contact the Client's Accounts Payable department at:

Accounts Payable Supervisor Name: Adil Ahmed

Accounts Payable Supervisor Email: aahmed@peralta.edu

Phone Number: 9164399971

10. Term and Termination

Any Services provided by Company Representative after expiration of a SOW will be provided under the terms set forth in the most recent SOW pertaining to such Company Representative.


[Signature Page To Follow]

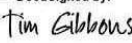
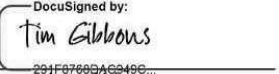


The undersigned has read, understands, and agrees to the terms and conditions contained herein.

CLIENT: Peralta Community College
District

BGSF

By: 
Name: Dr. Jannett N. Jackson
Title: Interim Chancellor
Date: 01/07/2022

DocuSigned by:

By: 
Name: Tim Gibbons
Title: Vice President
Date: 11/24/2021



PERALTA COMMUNITY COLLEGE DISTRICT
Memorandum Approval Request for Contracts,
Change Orders & Addendums

DATE: July 15, 2021

TO: Dr. Jannett N. Jackson, Interim Chancellor

FROM: Adil Ahmed, Interim Vice Chancellor

DEPARTMENT: Finance & Administration

SUBJECT: EdgeRock Technology Partners- Financial Aid Services FY 2021-22

Enclosed for your review and approval are the following action items:

SECTION 1 - DESCRIPTION OF SERVICES

Background: Provide services to PCCD Finance Department to ensure compliance under the District Financial Aid Office due to vacancies. Financial Aid Subject Matter Experts.

Vendor: EdgeRock Technology Partners Vendor #: 730209
 Funding Source: 01 Amount: 250,000
 Budget Name: General Fund
 Contract Type: Vendor Agreement CTS Ticket #: 133923
 Requisition #: 2000143896 Board Approval Date: Requesting
 Budget Codes: (see notes) Board Approval Attached: Yes N/A

Note(s): Funding to be \$121,000 from Grant Fund 11 and \$129,000 from the General Fund 01.

SECTION 2 – PRELIMINARY APPROVALS

1. Department/Unit Manager

(see Vice Chancellor)

Department/Unit Manager _____ Date _____

2. Budget Officer/Verification of Funds

(see Vice Chancellor)

Business/Budget Officer _____ Date _____

3. College President/Vice Chancellor

(see Vice Chancellor)

College President/Vice Chancellor _____ Date _____

4. Purchasing Department

John Hiebert

John Hiebert (Sep 20, 2021 08:56 PDT)

Purchasing Officer _____ Date _____

5. Vice Chancellor of Finance & Administration

Adil Ahmed

Adil Ahmed (Sep 17, 2021 12:56 PDT)

Vice Chancellor _____ Date _____

6. Chancellor

Jannett N. Jackson

Chancellor _____ Date _____

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) made effective as of the 1st day of July, 2021 (“Effective Date”) is between BGSF, Inc., through its subsidiaries BG Staffing, LLC and/or BG Finance and Accounting, Inc.; d/b/a American Partners, Extrinsic, Zycron, Vision Technology Services, Donovan & Watkins, Smart Resources, Accountable Search, EdgeRock Technology Partners, Momentum Solutionz and/or BG Creative (collectively the “Company” or “BGSF”) and Peralta Community College District, with offices at 333 East 8th Street, Oakland, CA 94606 (“Client”).

1. SCOPE OF SERVICES:

1.1 **SERVICES:** The Company agrees to allocate, following a request from Client and as available, consultants with technical, financial, programmatic and/or administrative expertise, including but not limited to expertise relating to the administration of financial aid programs (each a “Company Representative”), to perform certain services identified on a SOW (defined below) (collectively “Services”). Each SOW will, when executed by Client, become part of this Agreement. The terms set forth herein govern the relationship between the Company and Client unless specifically excluded in a writing signed by both parties.

1.1.1 The term “Client” shall include parent, subsidiaries and affiliated entities and their respective directors, officers, employees, agents, successors and assigns.

1.2 STATEMENTS OF WORK:

1.2.1 When Client requests Company furnish a qualified Company Representative to perform Services, the Company, with input from Client, will complete a Statement of Work (“SOW”) utilizing the form, whereby a Sample is attached hereto as Exhibit A. Services will commence upon completion of SOW in accordance with its terms.

1.2.2 All Company Representative performing services under a SOW shall be employees or subcontractors of the Company.

1.2.3 If the Company is required to increase wage and/or payroll burden costs at any time during the term of this Agreement as the direct result of any determination, order, or action by any applicable federal, state, or local governmental authority, Client will reimburse the Company at cost for any such increase, upon reasonable notice.

1.2.4 In the event that Client requests that Company replace any Company Representative, Company shall use commercially reasonable efforts to replace such Company Representative within 30 days or as mutually agreed in writing by the parties.

1.2.5 The Company warrants that the Services shall be furnished for the Client in a workmanlike manner, using its best efforts and in accordance with professional standards of skill and care in the Company’s business and industry. In the event the Company fails to correct or replace Services furnished by the Company or any representative, employee or agent of the Company that do not comply with the specifications in a SOW or the terms of this Agreement within fifteen (15) days of receipt of notice from Client, then Client shall have the right to terminate this Agreement pursuant to section 3.4.2.

2. CLIENT’S DUTIES AND RESPONSIBILITIES:

Client agrees to:

2.1 Cooperation Concerning Supervision of Company Representative. Unless otherwise specified by Client from time to time, Company will regularly consult with, and comply with any instructions or directives regarding the scope and results of the Services given by the individual identified in the SOW who will have general control over such Services.

2.2 Client will not permit any Company Representative providing Services at Client premises to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards,

PROFESSIONAL SERVICES AGREEMENT

merchandise, negotiable instruments, or other valuables without Company's express prior written approval or as set forth in the relevant SOW.

- 2.3 Supervise, control, and safeguard its business operations, products, services, intellectual property, processes, systems, and premises.
- 2.4 Provide any on-site Company Representative with a safe work area and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed.
- 2.5 Obtain Company's express prior written approval prior to changing any Services specified in a SOW.

3. GENERAL TERMS:

3.1 FEES AND PAYMENT TERMS:

- 3.1.1 Client will approve hours worked for Services on a weekly basis no later than Monday at 5:00 PM following the week Services are performed.
- 3.1.2 Client warrants that it is able and willing to pay for the Services it approves in accordance with each Statement(s) of Work.
- 3.1.3 Approved timesheets by an authorized Customer representative that are not disputed in writing within thirty (30) days will be evidence of satisfactory work and therefore, guarantee payment.
- 3.1.4 Any late invoicing by Company shall not affect the obligation of the Client to pay for the Services covered by that invoice.
- 3.1.5 Invoices are due net thirty (30) days from receipt of invoice.
- 3.1.6 All fees set forth by any SOW reflect hourly rates applicable to the Company Representative and the services identified therein and shall be determined for each individual placement.

3.2 CONVERSION FEE: If Client engages any Company Representative as its direct employee, independent contractor, or obtains such person through any person or firm other than Company within 12 months after the commencement of any applicable SOW or DPA, Client agrees to notify Company and pay the Conversion fees set forth therein any Exhibit A and/or "Conversion Fee Schedule", whereby a Sample is attached hereto as Exhibit C. Each individual placement that Company makes to Client shall be accompanied by an Exhibit C if Conversion Fees have not been included in the SOW.

3.3 SALES TAXES: If applicable sales taxes of a state or political subdivision are levied or assessed in connection with and directly related to any amounts invoiced by Company to Client, Client will be responsible for paying only the sales taxes that Company separately states on the invoice or other billing documents, provided, however, that (i) nothing herein will preclude Client from claiming whatever sales tax exemptions are applicable to amounts Company bills Client.

3.4 TERM AND TERMINATION:

- 3.4.1 Initial Term. The initial term of this Agreement is 1 year commencing upon the Effective Date and automatically renews for additional 1-year terms unless terminated as set forth herein.
- 3.4.2 Termination for Cause. Either party may terminate this Agreement for cause immediately if the Defaulting Party:
 - 3.4.2.1 materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 20 days after receipt of written notice of such breach; or

PROFESSIONAL SERVICES AGREEMENT

- 3.4.2.2 (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- 3.4.3 Termination without Cause. Client may terminate any SOW with 30 days' written notice.
- 3.4.4 Upon termination of any SOW or this Agreement: (a) any outstanding payments shall be due and payable within thirty (30) Days; (b) Client shall pay Company for all Services performed up until the effective date of termination; and (c) the following Sections shall survive termination: 3.1, 3.2, 3.5, 3.6, 3.7, 3.9 through 3.15, and 3.17.
- 3.5 INTELLECTUAL PROPERTY: Client will own all right, title, and interest in and to the Services and each part and component thereof, whether or not patentable, trademarkable or copyrightable (including, without being limited to, results, inventions, information, materials, products, trade secrets, know-how, technical and non-technical data, discoveries, methods, processes, studies, research, test results, techniques, formulae, compounds, designs, improvements, developments, and any files, notebooks, drawings, software, computer programs, diagrams, specifications, and other documents containing or recording any of the foregoing), and any copyright therein and patent and trademark applications or patent and trademark thereon. Company agrees that all right, title, and interest in and to the Services has been transferred and assigned to Client. At Client's request, Company will promptly give, execute, deliver, file, and record any and all applications, assignments or other instruments, and will do such other acts and things, as Client may deem necessary in order confirm transfer, assignment, conveyance, and vesting in and to Client all right, title, and interest in and to the Services, each part and component thereof, all copyrights therein, and all patent and trademark applications and patents and trademarks thereon; in order to assist Client in prosecuting or defending any litigation and proceedings relating to the Services, any part or component thereof, any copyright therein, or any patent and trademark applications or patent and trademark thereon; or in order to evidence or preserve Client's ownership of the right, title, and interest in and to the Services, each part and component thereof, all copyrights therein, and all patent and trademark applications and patents and trademarks thereon. This Section will survive termination of this Agreement.
- 3.6 CONFIDENTIALITY: Both parties acknowledge that either may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients ("Confidential Information"). Confidential Information includes all information that is not known to the public respecting the business of the company or any subsidiary relating to research and development, processes, trade secrets, customers, suppliers, finances, and business plans and strategies. Confidential Information specifically includes all non-public information concerning mortgagors, as defined in Title V of the Gramm-Leach-Bliley Act (15 U.S.C. Section 6801 et seq.) and its implementing regulations. For purposes of this Agreement, information known generally within the trade or industry of either company is deemed to be known to the public. Confidential Information includes information that is, or becomes, known to the public as a result of the breach of the provisions of this Agreement. Both parties agree to hold such Confidential Information in strict confidence and not to disclose such information to third parties or its employees who do not have a need to know such information other than performing under this Agreement or as required by applicable law.
- 3.6.1 Company agrees that it will not disclose to any party any information learned by it which has been clearly marked "Confidential" by Client, or any information that should reasonably be recognized by Company as confidential information of the Client. Client may request that Company Representative performing Services for Client execute a separate agreement not to disclose the Client's confidential information.
- 3.6.2 The term "Confidential Information" does not include information that: (i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of

PROFESSIONAL SERVICES AGREEMENT

Company; (ii) at the time of disclosure, was known to Company through lawful means or through acts of a third party who is free to make such disclosure without restriction; (iii) was independently developed by Company without any use of the Confidential Information; or (iv) is disclosed pursuant to a lawful order or requirement of a court, administrative agency, or other governmental body having jurisdiction over Company; provided, however, that Company will provide prompt notice thereof to Client to enable Client to seek a protective order or otherwise prevent or restrict such disclosure.

- 3.6.3 Company understands that this Agreement, and any SOW that requires board approval, will be presented to Client’s board for consideration at a public meeting and all information contained herein or therein will be available to the public, including Consultant Representatives providing Services under a SOW. Client agrees not to ask Client Representatives for any information regarding terms of remuneration agreed to by Company and Company Representatives. Furthermore, to the extent any information concerning any Company rates or other financial data that is not publicly available comes to Client’s attention, Client agrees not to disclose said information to Client Representatives.
- 3.6.4 Each Party acknowledges that: (a) the Confidential Information of the other Party and information that, if disclosed, may contain material non-public information concerning the other Party and its affiliates; (b) it is aware of the restrictions imposed by U.S. federal and state securities laws, and the rules and regulations promulgated thereunder, on persons in possession of material non-public information; and (c) it will not (and it will instruct its representatives to not), directly or indirectly, use or allow any other person to use, any of the Confidential Information of the other Party or information that, if disclosed, would breach this section in contravention of any U.S. federal or state securities laws. Nothing herein shall constitute an admission by either Party that any Confidential Information or other such information in fact contains material non-public information concerning it or any of its affiliates.
- 3.7 **NON-SOLICITATION**: During the Term of this Agreement and for a period of 12 months following the termination or expiration of this Agreement, both parties agree not to solicit or attempt to solicit; either directly or indirectly for employment, or as a Subcontractor, any employee or Subcontractor of the other party who has been introduced to the other party as a result of this relationship. Notwithstanding the foregoing, this provision will not prevent either party from employing any such person who contacts such party on his or her own initiative without any direct or indirect solicitation by or encouragement from such party and provided further that general advertisements and other similar broad forms of solicitation shall not constitute direct or indirect solicitation hereunder, unless such solicitation is undertaken as a means to circumvent the restrictions contained herein. Further the provisions of this section shall not apply to any former person or employee.
- 3.8 **INSURANCE**: Company agrees to procure and maintain in effect during the term of this Agreement the following insurance coverages:

GENERAL LIABILITY INSURANCE (per occurrence/aggregate)	\$1,000,000.00/\$2,000,000.00
WORKER’S COMPENSATION INSURANCE	AS REQUIRED BY STATE LAW
PROFESSIONAL LIABILITY (E&O)	\$5,000,000.00
EMPLOYMENT PRACTICES (per occurrence/aggregate)	\$2,000,000.00/\$4,000,000.00
CRIME	\$1,000,000.00
IT CYBER RISK	\$5,000,000.00
UMBRELLA/EXCESS	\$5,000,000.00

- 3.9 **LIABILITY LIMITATIONS AND INDEMNIFICATION**:

PROFESSIONAL SERVICES AGREEMENT

- 3.9.1 EXCEPT FOR GROSS NEGLIGENCE, FRAUD OR WILFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS (DIRECT OR INDIRECT), LOST REVENUES (DIRECT OR INDIRECT), LOSS OF DATA, LOSS OF GOODWILL, OR PUNITIVE DAMAGES, EVEN IF THE IMPACTED PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
- 3.9.2 IN NO EVENT WILL THE TOTAL AND CUMULATIVE LIABILITY OF COMPANY EXCEED THE TOTAL AMOUNT OF FEES PAID BY CLIENT TO COMPANY FOR THE SERVICES PERFORMED UNDER THIS AGREEMENT FROM WHICH SUCH CLAIM RESULTS.
- 3.9.3 Each party hereunder (the “Indemnitor”) will indemnify, defend and hold harmless the other, its parent, subsidiaries and affiliated entities and their respective directors, officers, employees, agents, successors and assigns (individually and collectively, the “Indemnitee”), from and against any and all (a) liabilities, losses, claims, settlement payments, costs and expenses, interest, awards, judgments, damages (including punitive damages), diminution in value, fines, fees and penalties or other charges (collectively, the “Losses”), and (b) litigation expenses, incurred by Indemnitee, to the extent caused by, arising out of or related to third party claims arising out of or related to (i) any grossly negligent act or omission or willful misconduct, (ii) breach of statutory duty or (iii) the inaccuracy of any warranty or representation, by Indemnitor, its agents, employees and/or independent contractors, except to the extent of Losses caused by the actions or omissions of the Indemnitee (the foregoing (i), (ii) and (iii) being referred to collectively hereinafter as, the “Indemnified Liabilities”). For the purposes hereof, a warranty or representation shall be inaccurate if it is untrue or misleading.
- 3.9.3.1 It is a condition precedent to Indemnitor’s obligation to indemnify Indemnitee that Indemnitee provide prompt written notice of the existence of any Losses and/or Litigation Expenses pertaining to the Indemnified Liabilities (but failure to so notify Indemnitor will not relieve Indemnitor from any liability that it may have to Indemnitee to the extent that Indemnitor is not materially prejudiced as a proximate result of such failure). Indemnitor shall have the right to control the investigation, preparation, defense and settlement of such Losses and/or Litigation Expenses at its own expense with counsel of its own selection. Indemnitee shall have the right to provide its own defense at its own expense. Indemnitor shall not settle any third-party Losses, Litigation Expenses and/or Indemnified Liabilities, without Indemnitee’s written consent, but such consent will not be unreasonably withheld if Indemnitee is released from such Losses, Litigation Expenses and/or Indemnified Liabilities, without incurring any loss or liability. Termination of this Agreement shall not affect the continuing obligations of each of the parties hereunder.
- 3.9.3.2 The prevailing party in any suit or proceeding to enforce this indemnity shall be reimbursed by the losing party for the prevailing party’s Litigation Expenses. For the purposes hereof, the term “Litigation Expenses” shall mean any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this Agreement, including, without limitation, in each case, reasonable attorney’s fees, other professional’s fees, and disbursements.
- 3.9.4 The party seeking indemnification must inform the other party within 10 business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party. The party seeking indemnification must cooperate in the investigation and defense of any such matter.

PROFESSIONAL SERVICES AGREEMENT

- 3.10 **MUTUAL WAIVER OF COVID-19 CLAIMS:** This provision addresses issues regarding the novel coronavirus (“COVID-19”). The Parties acknowledge their respective understanding of the hazards of COVID-19, including, but not limited to, its highly contagious nature and the corresponding health risks associated with being exposed to or infected by COVID-19. Each Party agrees to waive, release, discharge, and covenants not to sue the other Party or its affiliates and its and their respective officers, directors, partners, principals, employees, agents, or subcontractors from any and all claims, damages, expense, liability, illness or losses that may occur from exposure to or infection by COVID-19 arising out of, related to, or in any way connected with the services provided by us.
- 3.11 **ASSIGNMENT:** This Agreement is not assignable without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns, and delegates of the parties hereto.
- 3.12 **COMPLIANCE WITH APPLICABLE LAWS:** The parties shall comply with all applicable federal, state, and local employment laws including, but not limited to, the provisions of the Equal Employment Opportunity Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Fair Labor Standards Act, and the Affordable Care Act. Specifically, the parties agree it is their policy to recruit, hire, and refer individuals without regard to race, age, color, religion, sex, marital status, citizenship status, national origin or ancestry, disability, veteran status, or any other legally protected status. The parties agree it is their respective policy to treat their employees equally with respect to compensation, advancement, promotions, transfers, and all other terms and conditions of employment.
- 3.13 **CONSTRUCTION:** This Agreement may not be modified or amended except by a writing signed by both parties. Captions are inserted only for convenience and are not construed as part of this Agreement.
- 3.14 **FORCE MAJEURE AND DELAY:** Neither Party shall be liable for delays or failure to perform the Services if due to any cause or conditions beyond the reasonable control of The Parties, including, but not limited to, delays or failures due to acts of God, acts of civil or military authority, fire, flood, strikes, wars, pandemics, or shortage of power.
- 3.15 **RELATIONSHIP OF THE PARTIES:** The relationship of the parties is that of independent contractors. Neither party is, nor shall either party represent itself as, an employee, agent, representative, or partner of the other party. Neither party shall have the right, power, or authority to enter into any agreement for or on behalf of the other party, to incur any obligation or liability, or otherwise bind the other party unless the parties mutually agree in writing. Neither party has any express or implied right of authority to assume or create any obligation or responsibility on behalf of or in the name of the other party. This Agreement is not intended to create an association, agency, joint venture, or partnership between the parties, or to impose any partnership liability upon either party, or each party hereby disclaims any such liability. This Agreement is non-exclusive in nature and is not construed to establish an exclusive arrangement between the parties.
- 3.16 **NOTICES:** Unless otherwise expressly permitted in this Agreement, all notices, demands, and other communications between the parties relating to this Agreement must be in writing or transmitted by a telecommunications device capable of creating a written record (including electronic mail), and any such notice will be deemed effective (a) upon personal delivery, including, without limitation, by overnight mail and courier service, (b) in the case of notice by United States mail, certified or registered, postage prepaid, return receipt requested, upon receipt, or (c) in the case of notice by such a telecommunications device, upon transmission, provided such transmission is promptly confirmed by either method (a) or (b), in each case addressed to each party at its address set forth below or at such other address as such party may from time to time designate by written notice to the other party(ies):

If to Client: Name: Peralta Community College District
 Address: 333 East 8th Street,
 City, State, Zip: Oakland, CA 94606
 Attention: Vice Chancellor of Finance & Administration

PROFESSIONAL SERVICES AGREEMENT


Email: aahmed@peralta.edu

If to Company: BGSF
5850 Granite Parkway, Suite 730
Plano, TX 75024
Attn: Contracts Administration
Email: contracts@bgsf.com
With an Email copy to: cfo@bgsf.com


- 3.17 **GOVERNING LAW:** This Agreement shall be governed by the laws of the State in which services are performed, without giving effect to the conflict of law rules. Any legal or equitable action of whatever nature arising out of or related to this Agreement shall be brought solely in an appropriate state or federal court located in the county in which services are performed.
- 3.18 **MISCELLANEOUS:** This Agreement sets forth the entire agreement of the parties with respect to the subject matter stated in this Agreement, and supersedes all prior agreements, commitments, or representations of any kind, whether written or oral (including the terms of any purchase order or other document submitted to Company by Client). In the event of a conflict between the terms of this Agreement and the terms of any Statement of Work, the terms of this Agreement shall control unless the Statement of Work specifically identifies the conflicting terms in this Agreement and explicitly states that such terms shall not apply. This Agreement shall not be deemed or construed to be modified, amended or waived, in whole or in part, except by written agreement signed by both parties.
- 3.19 **ENTIRE AGREEMENT:** The parties represent that this Agreement, together with any Exhibits, which are hereby incorporated into and made a part of this Agreement, constitutes the entire agreement between the parties. Each party represents and acknowledges that it is not entering into this Agreement on the basis of any representation not expressly contained in this Agreement or its incorporated documents.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed by their authorized agents as of the Effective Date of this Agreement written above.

CLIENT: Peralta Community College
District

By: 
Name: Dr. Jannett N. Jackson
Title: Interim Chancellor
Date: 09/21/2021

BGSF

By: 
Name: Dan Hollenbach
CFO
Title: September 03, 2021 15:21 CT
Date:

PROFESSIONAL SERVICES AGREEMENT

EXHIBIT A

Statement of Work ("SOW")

This Statement of Work ("SOW") incorporates by reference all of the terms and conditions of the Professional Services Agreement dated _____ between BGSF, Inc., ("Company") and _____ ("Client" or "District").

1. Company Representative under this SOW:
2. Company Representative Expertise:
3. Detailed Description of Services to be performed by Company Representative:

4. Primary location of Services (Address/Building):
5. Assignment Information:
 - a. Hourly Bill Rate:
 - b. Approximate Start Date:
 - c. Approximate End Date:
 - d. Anticipated Work Schedule:
 - e. Project Breakdown (Hours/Cost):
 - f. On-site/Off-site work schedule:
 - g. Equipment Needed:
 - h. District Representative:
6. Confidentiality & Expenses:
 - a. To the extent not disclosed to the public in connection with the District's approval of this SOW, the Hourly Bill Rate is a confidential matter between Client and Company and shall not be divulged to any other party, specifically including Company Representative under this SOW.
 - b. The not to exceed cost stated in sub-section 5 of this SOW shall not be exceeded without specific prior approval of an additional Purchase Order by District as specified in sub-section 7 below.
 - c. Reasonable travel and out-of-pocket expenses (*are included*) (*are not included*) in the Hourly Bill Rate(s) identified in sub-section 5 of this Statement of Work. All expenses must be approved by Client prior to billing.
7. Purchase Orders
 - a. Client states that a Purchase Order ("P.O.") (*is required*) (*is not required*) as part of the agreement between Client and Company. Client agrees that if a P.O. is required, that one will be executed in an amount equal to the estimated value of the anticipated Services and that a copy of the P.O. (including a P.O. number and amount) shall be provided to Company prior to the delivery of Company's Services.
 - b. Client further agrees that upon expiration or depletion of any existing P.O., that Client will replenish and reissue a new P.O. within (7) seven days as a condition to Company's continuation of Service delivery.
 - c. Company reserves the right to discontinue Services at its sole discretion should a P.O. not be issued or reissued to Company in a timely manner as outlined in this section.

8. Acceptance

PROFESSIONAL SERVICES AGREEMENT

- a. Client agrees to accept Company's standard status and expense report(s) as authorized forms to document the Services performed and expenses incurred by Company's Representative.
- b. Client designated District Representative shall review, approve or reject, and return to Company, time records for Services performed during the immediately preceding week, by no later than Monday at 5:00 PM following the week Services are performed. Such approval constitutes acceptance of the progress or completion of Services performed by and Client's agreement to pay Company for the hours listed on the time record.
- c. Refusal to accept any time for any Services shall be noted on the time record for the applicable week, along with a written explanation of the legitimate reasons therefor. Client's failure to note such refusal shall constitute acceptance of progress or completion of the Services identified on the time record.

9. Payment Information:

- a. Company invoices, including copies of the time records pertaining to the period of time covered by each invoice, will be mailed or emailed to the following parties:

Name:

Company:

Department:

Address:

Email:

- b. For Payment inquiries, Company may contact the Client's Accounts Payable department at:

Accounts Payable Supervisor Name:

Accounts Payable Supervisor Email:

Phone Number:

10. Term and Termination

Any Services provided by Company Representative after expiration of a SOW will be provided under the terms set forth in the most recent SOW pertaining to such Company Representative.

[Signature Page To Follow]

PROFESSIONAL SERVICES AGREEMENT



The undersigned has read, understands, and agrees to the terms and conditions contained herein.

CLIENT: Peralta Community College
District

BGSF

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SAMPLE

PROFESSIONAL SERVICES AGREEMENT

EXHIBIT C

CONVERSION FEE SCHEDULE

This Conversion Fee Schedule incorporates by reference all of the terms and conditions of the Statement of Work (“SOW”) dated _____ between BGSF, Inc., DBA EdgeRock Technology Partners (“Company”) and Peralta Community College District (“Client”).

CONVERSION/ CONTRACT TO HIRE: If Client elects to convert a Company Representative into an employee of, Client shall pay to Company a conversion fee (“Conversion Fee”) which, unless otherwise defined in the PSA, shall be determined based on the following schedule:

Conversion Fee Rate Schedule*

Number of Hours Candidate Worked at Client through Company	Percentage of Annual Base Compensation owed Company by Client
At least (Hours)	Fee %
Hours – Hours	Fee %
Hours – Hours	Fee %
Hours – Hours	Fee %
Greater than Hours	Fee %

*Client agrees to remit the Conversion Fee within thirty (30) days of hiring Company's Personnel.

The undersigned has read, understands, and agrees to the terms and conditions contained herein.

CLIENT: Peralta Community College District

BGSF

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

STATEMENT OF WORK

This Statement of Work (“SOW”) incorporates by reference all of the terms and conditions of the Professional Services Agreement (“PSA”) dated July 1, 2021 between BGSF, Inc., DBA EdgeRock Technology Partners (“Company”) and Peralta Community College District (“Client” or “District”).

1. Company Representative under this SOW: Richard “Dick” Davis
2. Company Representative Expertise: Financial Aid PSFT Subject Matter Expert
3. Detailed Description of Services to be performed by Company Representative:
 - A. Consulting and implementation with respect to: (i) Establishing quality control systems for the new financial aid year, including but not limited to working with IT to develop implementation checklists, aligning administrative online functions, establishing test modules for migration to production, assessing and implementing test controls that define and ensure data accuracy, and creation and consolidation of data collection queries and reports. (ii) Troubleshooting ongoing issues to include reconciliation with Common Origination and Disbursement (COD) as mandated by the Department of Education, including but not limited to performing validation of disbursements.
 - B. Training and Development: Company Representative will work with existing District Representative to (i) develop documentation concerning systems and processes and provide training for new and existing financial aid staff on all campuses and the district office; (ii) develop, test and incorporate best practices and updated data processes to improve financial aid operations across the District; (iii) establish quality control systems to correctly process summer awards; (iv) create standard queries/reports for District (to aid in audit review process); (v) develop and implement a training plan for FA technical support (involving IT, Administration, Campus FA leadership); (vi) develop and implement a sustainable system awarding processes for “external awards” (e.g., HEERF) through batch methodology, and system engagement related to the implementation of the Cal Grant processes; (vii) improve cross system engagement with Campus Solutions and PeopleSoft to reduce duplicate efforts at the college level related to package completion and checklists; (viii) work with District IT representatives to develop continuous verification on potential fraudulent students; and (ix) develop and implement a methodology to troubleshoot conversion instances of automatic system errors regarding “less than half time” students
4. Primary location of Services (Address/Building): Remote
5. Assignment Information:
 - a. Hourly Bill Rate: \$200.00
 - b. Approximate Start Date: July 1, 2021
 - c. Approximate End Date: November 1, 2021, unless extended by District as provided in sub-paragraph f., below
 - d. Anticipated Work Schedule: Monday – Friday
 - e. Project Breakdown (Hours/Cost)- Estimated Hours not to exceed 625 with a total cost of not to exceed \$125,000.00; provided that District has the right to increase the number of hours by up to 100 additional hours at the bill rate indicated above by providing notice to Consultant no later than October 15, 2021
 - f. On-site/Off-site work schedule: Offsite
 - g. Equipment Needed: No
 - h. District Representative: Marla Williams-Powell
6. Confidentiality & Expenses:
 - a. To the extent not disclosed to the public in connection with the District’s approval of this SOW, the Hourly Bill Rate is a confidential matter between Client and Company and shall not be divulged to any other party, specifically including Company Representative under this SOW.
 - b. The not to exceed cost stated in sub-section 5 of this SOW shall not be exceeded without specific prior approval of an additional Purchase Order by District as specified in sub-section 7 below.

- c. Reasonable travel and out-of-pocket expenses *are included* in the Hourly Bill Rate(s) identified in subsection 5 of this Statement of Work. All expenses must be approved by Client prior to billing.

7. Purchase Orders

- a. Client states that a Purchase Order (“P.O.”) *is required* as part of the agreement between Client and Company. Client agrees that if a P.O. is required, that one will be executed in an amount equal to the estimated value of the anticipated Services and that a copy of the P.O. (including a P.O. number and amount) shall be provided to Company prior to the delivery of Company’s Services.
- b. Client further agrees that upon expiration or depletion of any existing P.O., that Client will replenish and reissue a new P.O. within (7) seven days as a condition to Company’s continuation of Service delivery.
- c. Company reserves the right to discontinue Services at its sole discretion should a P.O. not be issued or reissued to Company in a timely manner as outlined in this section.

8. Acceptance

- a. Client agrees to accept Company’s standard status and expense report(s) as authorized forms to document the Services performed and expenses incurred by Company Representative.
- b. Client designated District Representative shall review, approve or reject, and return to Company, time records for Services performed during the immediately preceding week, by no later than Monday at 5:00 PM following the week Services are performed. Such approval constitutes acceptance of the progress or completion Services performed and Client’s agreement to pay Company for the hours listed on the time record.
- c. Refusal to accept any time for any Services shall be noted on the time record for the applicable week, along with a written explanation of the legitimate reasons therefor. Client’s failure to note such refusal shall constitute acceptance of progress or completion of the Services identified on the time record.

9. Payment Information:

- a. Company invoices, including copies of the time-records pertaining to the period of time covered by each invoice, will be mailed or emailed to the following parties:

Name: Adhil Ahmed

Company: Peralta Community College District

Department: Finance and Administration

Address: 333 East 8th Street, Oakland, California 94606

Email: aahmed@peralta.edu

- b. For Payment inquiries, Company may contact the Client’s Accounts Payable department at:

Accounts Payable Supervisor Name: Adil Ahmed

Accounts Payable Supervisor Email: aahmed@peralta.edu

Phone Number: 9164399971

10. Term and Termination

Any Services provided by Company Representative after expiration of a SOW will be provided under the terms set forth in the most recent SOW pertaining to such Company Representative.


[Signature Page To Follow]




The undersigned has read, understands, and agrees to the terms and conditions contained herein.

CLIENT: Peralta Community College
District

BGSF

By: 
Name: Dr. Jannett N. Jackson
Title: Interim Chancellor
Date: 09/21/2021

By: 
Name: Matt Murray
Title: Sr. Vice President
September 07, 2021 12:34 CT
Date:

STATEMENT OF WORK

This Statement of Work (“SOW”) incorporates by reference all of the terms and conditions of the Professional Services Agreement (“PSA”) dated July 1, 2021 between BGSF, Inc., DBA EdgeRock Technology Partners (“Company”) and Peralta Community College District (“Client” or “District”).

1. Company Representative under this SOW: Hemanth Kumar
2. Company Representative Expertise: Financial Aid PSFT Subject Matter Expert
3. Detailed Description of Services to be performed by Company Representative:
 - A. Consulting and implementation with respect to: (i) Establishing quality control systems for the new financial aid year, including but not limited to: working with IT to develop implementation checklists, aligning administrative online functions, establishing test modules for migration to production, assessing and implementing test controls that define and ensure data accuracy, and creation and consolidation of data collection queries and reports. (ii) Troubleshooting ongoing issues to include reconciliation with Common Origination and Disbursement (COD) as mandated by the Department of Education, including but not limited to performing validation of disbursements..
 - B. Training and Development: Company Representative will work with existing District Representative to (i) develop documentation concerning systems and processes and provide training for new and existing financial aid staff on all campuses and the district office; (ii) develop, test and incorporate best practices and updated data processes to improve financial aid operations across the District; (iii) establish quality control systems to correctly process summer awards; (iv) create standard queries/reports for District (to aid in audit review process); (v) develop and implement a training plan for FA technical support (involving IT, Administration, Campus FA leadership); (vi) develop and implement a sustainable system awarding processes for “external awards” (e.g., HEERF) through batch methodology, and system engagement related to the implementation of the Cal Grant processes (vii) improve cross system engagement with Campus Solutions and PeopleSoft to reduce duplicate efforts at the college level related to package completion and checklists; (viii) work with District IT representatives to develop continuous verification on potential fraudulent students; and (ix) develop and implement a methodology to troubleshoot conversion instances of automatic system errors regarding “less than half time” students
4. Primary location of Services (Address/Building): Remote
5. Assignment Information:
 - a. Hourly Bill Rate: \$150.00
 - b. Approximate Start Date: July 1 5, 2021
 - c. Approximate End Date: November 1, 2021, unless extended by District as provided in sub-paragraph f., below
 - d. Anticipated Work Schedule: Monday – Friday
 - e. Project Breakdown (Hours/Cost)- Estimated Hours not to exceed 833 with a total cost of not to exceed \$125,000; provided that District has the right to increase the number of hours by up to 100 additional hours at the bill rate indicated above by providing notice to Consultant no later than October 15, 2021.
 - f. On-site/Off-site work schedule: Offsite
 - g. Equipment Needed: No
 - h. District Representative: Marla Williams-Powell
6. Confidentiality & Expenses:
 - a. To the extent not disclosed to the public in connection with the District’s approval of this SOW, the Hourly Bill Rate is a confidential matter between Client and Company and shall not be divulged to any other party, specifically including Company Representative under this SOW.
 - b. The not to exceed cost stated in sub-section 5 of this SOW shall not be exceeded without specific prior approval of an additional Purchase Order by District as specified in sub-section 7 below.

- c. Reasonable travel and out-of-pocket expenses *are included* in the Hourly Bill Rate(s) identified in subsection 5 of this Statement of Work. All expenses must be approved by Client prior to billing.

7. Purchase Orders

- a. Client states that a Purchase Order (“P.O.”) *is required* as part of the agreement between Client and Company. Client agrees that if a P.O. is required, that one will be executed in an amount equal to the estimated value of the anticipated Services and that a copy of the P.O. (including a P.O. number and amount) shall be provided to Company prior to the delivery of Company’s Services.
- b. Client further agrees that upon expiration or depletion of any existing P.O., that Client will replenish and reissue a new P.O. within (7) seven days as a condition to Company’s continuation of Service delivery.
- c. Company reserves the right to discontinue Services at its sole discretion should a P.O. not be issued or reissued to Company in a timely manner as outlined in this section.

8. Acceptance

- a. Client agrees to accept Company’s standard status and expense report(s) as authorized forms to document the Services performed and expenses incurred by Company’s Representative.
- b. Client designated District Representative shall review, approve or reject, and return to Company, time records for Services performed during the immediately preceding week, by no later than Monday at 5:00 PM following the week Services are performed. Such approval constitutes acceptance of the progress or completion of Services performed and Client’s agreement to pay Company for the hours listed on the time record.
- c. Refusal to accept any time for any Services shall be noted on the time record for the applicable week, along with a written explanation of the legitimate reasons therefor. Client’s failure to note such refusal shall constitute acceptance of progress or completion of the Services identified on the time record.

9. Payment Information:

- a. Company invoices, including copies of the time-records pertaining to the period of time covered by each invoice, will be mailed or emailed to the following parties:

Name: Adhil Ahmed

Company: Peralta Community College District

Department: Finance and Administration

Address: 333 East 8th Street, Oakland, California 94606

Email: aahmed@peralta.edu

- b. For Payment inquiries, Company may contact the Client’s Accounts Payable department at:

Accounts Payable Supervisor Name: Adil Ahmed

Accounts Payable Supervisor Email: aahmed@peralta.edu

Phone Number: 9164399971

10. Term and Termination

Any Services provided by Company Representative after expiration of a SOW will be provided under the terms set forth in the most recent SOW pertaining to such Company Representative.


[Signature Page To Follow]




The undersigned has read, understands, and agrees to the terms and conditions contained herein.

CLIENT: Peralta Community College
District

BGSF

By: 
Name: Dr. Jannett N. Jackson
Title: Interim Chancellor
Date: 09/21/2021

By: 
Name: Matt Murray
Title: Sr. Vice President
September 07, 2021 12:29 CT
Date:



Agenda Item Details

Meeting	Sep 14, 2021 - REGULAR MEETING OF THE BOARD OF TRUSTEES
Category	10. CONSENT CALENDAR - FINANCE
Subject	10.4 ***Consider ratification of a Professional Services Agreement with BGSF, Inc., dba EdgeRock Technology Partners ("EdgeRock"), and two Statements of Work (SOWs), each in an amount not to exceed \$125,000. Presenter Vice Chancellor Adil Ahmed***
Access	Public
Type	Action (Consent)
Preferred Date	Sep 14, 2021
Absolute Date	Sep 14, 2021
Fiscal Impact	Yes
Dollar Amount	250,000.00
Budgeted	Yes
Budget Source	General Fund (01) \$129,000 and Parcel Tax (11) \$121,000
Recommended Action	Ratify the Agreement with BGSF, Inc. dba EdgeRock Technology Partners and the two (2) Statements of Work for special services to the Financial Aid Office in an aggregate amount not to exceed \$250,000.

Public Content

TO: Peralta Board of Trustees

FROM: Adil Ahmed, Vice Chancellor for Finance & Administration

PREPARED BY: Adil Ahmed, Vice Chancellor for Finance & Administration

BACKGROUND/ANALYSIS:

EdgeRock Technology Partners provided to the District certain special administrative and technology services for finance configuration, cash flow and financial statement reporting automation, financial aid processes automation and administration, and finance configuration regarding IRS reporting processes pursuant to addendums to a prior agreement. The District wished to continue to engage EdgeRock Technology Partners to perform similar services under this Professional Services Agreement. An individual SOW was negotiated for each set of special services requested by the District that EdgeRock Technology Partners agrees to provide. Each SOW, if ratified by the Board and executed by the District, become part of the Professional Services Agreement.

The initial term of this Agreement was 1 year commencing upon the effective date. The agreement automatically renews for additional 1-year periods unless terminated upon 30-day notice. Each SOW provided the specific terms for each consultant, that included the scope of work and compensation for the special services required.

DELIVERABLES AND SCOPE OF WORK :

Statements of Work #1 and #2 extended the services EdgeRock Technology Partners is currently providing to the District's Financial Aid Office pursuant to an addendum to the prior agreement. The administrative services EdgRock provides ensure ongoing compliance with applicable state and federal regulations. These two SOWs continued those services and provided that EdgeRock Technology Partners will assist with the onboarding and training of new financial aid office hires. The Scope of Work included the following:

1. Establish quality control systems for the new financial aid year, including
 - working with IT to develop implementation checklists,
 - aligning administrative online functions,
 - establishing test modules for migration to production,
2. Assess and implement test controls that define and ensure data accuracy
3. Create and consolidate data collection queries and reports
4. Troubleshoot ongoing issues to include reconciliation with Common Origination and Disbursement (COD) as mandated by the Department of Education, including to performing validation of disbursements
5. Provide documentation and training for new and existing financial aid staff across the district including
6. Assist the District to incorporate best practices and updated data processes, create and use standard queries/reports, and improve cross system engagement with Campus Solutions and PeopleSoft to reduce duplicate efforts at the college level related to package completion and checklists

The services contemplated under the SOWs are necessary to (i) process student ISIRS, packaging, verification, awarding and reporting, (ii) accurately and timely reconcile reject files to correct errors and maximize draw-down of federal funds; and (iii) properly train the two financial aid analysts the District is hiring as well as other District staff involved in the financial aid process.

ANTICIPATED COMPLETION DATE:

November 1, 2021.

EVALUATION AND RECOMMENDED ACTION:

The District's Finance Department evaluated the deliverables to date for BGSF dba EdgeRock Technology Partners and found them to be satisfactory.

The Interim Vice Chancellor of Finance and Administration and the Interim Chancellor recommend ratification.

 EdgeRock Memorandum Approval Request for Contracts - MARC - 07152021_09072021.pdf (944 KB)

Administrative Content

All matters listed under the Consent Calendar are considered by the Board of Trustees to be routine or sufficiently supported by back-up information as to not require additional discussion. Consent Calendar items will be enacted by one motion. There will be no separate discussion on these items prior to the time the Board votes on them, unless a Board member requests that a specific item be removed from the Consent Calendar for action and a separate vote. Public comment on Consent Calendar items from anyone completing a card will be heard prior to the Board's vote on the Consent Calendar. All Board approved contracts are subject to final negotiation and execution by the Chancellor.

Motion & Voting

(not specified)

Motion by Nicky Gonzalez Yuen, second by Bill Withrow.

Final Resolution: Motion Carries

Yea: Julina Bonilla, Nicky Gonzalez Yuen, Linda Handy, Cindi Napoli-Abella Reiss, Bill Withrow, Kevin Jenkins, Dyana Delfin Polk, Leesa Hogan, Micah Cooper



Agenda Item Details

Meeting	Dec 14, 2021 - REGULAR MEETING OF THE BOARD OF TRUSTEES
Category	10. CONSENT CALENDAR - FINANCE
Subject	10.11 Consider Approval of Addendum # 1 with EdgeRock Technology in an Amount not to Exceed \$367,000. Presenter: Interim Vice Chancellor Adil Ahmed
Access	Public
Type	Action (Consent)
Preferred Date	Dec 14, 2021
Absolute Date	Dec 14, 2021
Fiscal Impact	Yes
Dollar Amount	367,000.00
Budgeted	Yes
Budget Source	General Fund 1-01-141-5105-1-672000-0000-00
Recommended Action	Approve Addendum # 1 with EdgeRock Technology in an Amount not to Exceed of \$367,000.

Public Content

TO: Peralta Board of Trustees

FROM: Adil Ahmed, Interim Vice Chancellor for Finance & Administration

PREPARED BY: Adil Ahmed, Interim Vice Chancellor for Finance & Administration

BACKGROUND/ANALYSIS:

The initial agreement from EdgeRock Technology was to provide professional services for districtwide services of Financial Aid due to vacant positions. EdgeRock Technology was to assist the District with the establishing quality control systems for the financial aid year, including but not limited to working with the Information Technology Department to develop implementation checklists, aligning administrative online functions, establishing test modules for migration to production, assessing and implementing test controls that define and ensure data accuracy and creation and consolidation of data collection queries and reports. Troubleshoot ongoing issues with Common Origination and Disbursement (COD) in addition to training.

DELIVERABLES/SCOPE OF WORK:

Addendum #1 is for EdgeRock Technology to provide the District with additional professional services for the District Financial Aid Office through the end of the current Fiscal Year 2021-22.

Original Agreement	\$250,000
Addendum #1	<u>\$367,000</u>
Total amount	\$617,000

ANTICIPATED COMPLETION DATE:

The date of completion is June 30, 2022.

EVALUATION AND RECOMMENDED ACTION:

The Interim Vice Chancellor for Finance & Administration and the Interim Chancellor recommend approval.

 Edgerock Addendum 1 FY 2021-22 11232021 Packet.pdf (9,139 KB)

Administrative Content

All matters listed under the Consent Calendar are considered by the Board of Trustees to be routine or sufficiently supported by back-up information as to not require additional discussion. Consent Calendar items will be enacted by one motion. There will be no separate discussion on these items prior to the time the Board votes on them, unless a Board member requests that a specific item be removed from the Consent Calendar for action and a separate vote. Public comment on Consent Calendar items from anyone completing a card will be heard prior to the Board's vote on the Consent Calendar. All Board approved contracts are subject to final negotiation and execution by the Chancellor.

Motion & Voting

Approve the Governing Board Meeting Calendar for 2022.

Motion by Kevin Jenkins, second by Bill Withrow.

Final Resolution: Motion Carries

Yea: Julina Bonilla, Nicky Gonzalez Yuen, Linda Handy, Cindi Napoli-Abella Reiss, Bill Withrow, Kevin Jenkins, Dyana Delfin Polk