



EdenAreaROP

GOVERNING BOARD MEETING AGENDA

26316 Hesperian Blvd. Hayward, CA 94545 • (510) 293-2971 • www.edenrop.org

Thursday, September 3, 2020
5:45 pm

GOVERNING BOARD MEMBERS

Jo A.S. Loss, President	Castro Valley Unified School District
Dr. Robert Carlson, Vice President	Hayward Unified School District
Peter Oshinski, Member	San Leandro Unified School District
Juan Campos, Member	San Lorenzo Unified School District

MISSION STATEMENT

The mission of the Eden Area Regional Occupational Program is to prepare students for careers and further education as well as to instill workplace skills and ethics that enable them to compete successfully in the economy of today and the future.



Regular Meeting of the ROP Governing Board

Date: Thursday, September 3, 2020

Time: 5:45 p.m.

NOTICE - COVID-19 PUBLIC HEALTH EMERGENCY BOARD MEMBERS TO ATTEND VIRTUALLY

In compliance with the Governor of California's "Safer-at-Home Order" due to COVID-19, the Eden Area ROP Governing Board will be conducting meetings virtually until further notice. This means there will be no specific physical meeting place; the meeting will be held remotely. However, public participation continues to be welcomed and encouraged.

Attend Zoom Meeting Instructions:

- **To observe the meeting by video conference**, please click on [LINK](https://us02web.zoom.us/j/82796842798?pwd=dDY1Q2V5VG4zVlhyR1psOTBQciFqUT09) or go <https://us02web.zoom.us/j/82796842798?pwd=dDY1Q2V5VG4zVlhyR1psOTBQciFqUT09> to at the noticed meeting time.
Meeting ID: **827 9684 2798**
Password: **udUb24**

Instructions on how to join a meeting by video conference is available at: <https://support.zoom.us/hc/en-us/articles/201362193> -Joining-a-Meeting.

To listen to the meeting by phone, please call at the noticed meeting time **1-669-900-6833**, then enter ID **827 9684 2798**, then press "#". Password: **555872**

Instructions on how to join a meeting by phone are available at: <https://support.zoom.us/hc/en-us/articles/201362663> -Joining-a-meeting-by-phone.

Public Comment Instructions:

- **To comment by video conference**, click the "Raise Your Hand" button to request to speak when Public Comment is being taken on the eligible Agenda item. You will then be unmuted, during your turn, and allowed to make public comments. After the allotted time, you will then be re-muted. Instructions on how to "Raise Your Hand" is available at: <https://support.zoom.us/hc/en-us/articles/205566129> -Raise-Hand-In-Webinar.
- **To comment by phone**, you will be prompted to "Raise Your Hand" by pressing "*9" to request to speak when Public Comment is being taken on the eligible Agenda Item. You will then be unmuted, during your turn, and allowed to make public comments. After the allotted time, you will then be re-muted. Instructions of how to raise your hand by phone are available at: <https://support.zoom.us/hc/en-us/articles/201362663> -Joining-a-meeting-by-phone.

AGENDA

Welcome to the Eden Area Regional Occupational Program Governing Board Meeting. The purpose of the meeting is to consider matters of policy and business necessary for the operation of the Regional Occupational Program.

Any member of the audience may speak on any agenda item by following this process, or upon recognition by the President by identifying him/herself and his/her organization affiliation prior to any action taken by the Governing Board. Such presentations may be limited. If there is a desire to address the Governing Board on a matter relating to the Eden Area ROP that does not appear on the agenda, this may be done during the "Other Business" section.

State law prohibits the ROP Governing Board from taking any action on or discussing items that are not on the posted agenda except to A) briefly respond to statements made or questions posed by the public in attendance; B) ask questions for clarification; C) provide a reference to a staff member or other resource for factual information in response to the inquiry; or D) ask a staff member to report back on the matter at the next meeting and/or place it on a future agenda. (Government Code Section 54954.2 (a))

This meeting is being recorded. These recordings are maintained by the Eden Area ROP for 30 days and are available for review to the public upon request.

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Mission Statement

V. Approval of Agenda

VI. Public Comment for items not on the agenda that are related to the Eden Area ROP

(According to the Brown Act, the Board may not comment or take action on items not on the agenda.)

The Board respects and encourages the public to comment on matters on the Board agenda and within the Board's jurisdiction. The Board fully supports civil discourse and requests that everyone respect each other and their point of view.

Public Comment Instructions:

- When it is time for the speakers to address the Board, your name will be called and you will then be unmuted and allowed to make public comments.
- Speakers should rename their Zoom profile names to their real names to expedite this process.
- After the comment, the microphone for the speaker's Zoom profile will be muted.

With Board consensus, the President may increase or decrease the time allowed. This meeting is being recorded to prepare the official minutes.

VII. Consent Calendar

Action by the ROP Governing Board of the Eden Area Regional Occupational Program means that all items listed under the Consent Calendar are adopted by one single motion, unless a member of the Governing Board, the Superintendent, or a member of the public requests that any such item be removed from the Consent Calendar and voted upon separately.

- A. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of August 6, 2020 (pages 4-7)
- B. Request the Governing Board to approve the Bill Warrants (pages 8-11)

VIII. Information Items

- A. The Eden Area ROP 50 Year Anniversary (pages 12-13)
- B. Opening of School for the 2020-2021 School Year (page 14)
- C. Eden Area ROP Service Awards (page 15)

IX. Action Items

- A. Request the Governing Board to approve the 2019-2020 Unaudited Actuals Income and Expenditure Report (page 16)

- B. Request the Governing Board to approve the CalPERS Delegation of Authority to Request Disbursements Form (pages 17-18)
- C. Request the Governing Board to approve the Agreements with IT Management Corporation for Technology Reconfiguration to Implement Campus-wide Wi-Fi for the 2020-2021 School Year (pages 19-33)

X. Superintendent's Report

XI. Other Business/ Governing Board Reports

- A. ROP Governing Board

XII. Adjournment

CONSENT CALENDAR

CONSENT CALENDAR



Minutes of the Regular Meeting of the ROP Governing Board August 6, 2020

I. Call to Order

Mrs. Jo A.S. Loss, President, called the meeting to order at 5:45 p.m. on Thursday, August 6, 2020. Due to COVID-19 all members and attendees attended the meeting virtually via Zoom.

II. Roll Call

Gabriela Juarez, Executive Assistant, called roll.

Eden Area ROP Governing Board Present:

Jo A.S. Loss, President	Castro Valley USD	
Dr. Robert Carlson, Vice-President	Hayward USD	
Peter Oshinski, Member	San Leandro USD	
Juan Campos, Member	San Lorenzo USD	arrived at 5:49 pm

Superintendent: Linda Granger, present

ROP Administrators in Attendance:

Craig Lang	Director of Adult Programs
Elaine Alvite	Assistant Director of Educational Services
Mercedes Henderson	Human Resources Administrator
Anthony Oum	Fiscal Services Administrator
Ariel Owen	Fiscal Services Administrator

ROP Staff in Attendance:

Gabriela Juarez	Executive Assistant
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III. Pledge of Allegiance

Linda Granger led the pledge of allegiance.

IV. Mission Statement

Craig Lang read the Eden Area ROP mission statement.

V. Approval of Agenda

Trustee Jo A.S. Loss requested to pull agenda item 7 H from the consent calendar to be considered separately. Trustee Peter Oshinski moved to approve the revised agenda and Trustee Robert Carlson, seconded the motion. By the following vote the agenda was approved as amended.

AYES:	3 (Carlson, Loss, Oshinski)
NOES:	0
ABSTAIN:	0
ABSENT:	1 (Campos)

VI. Public Comment for Items Not on the Agenda that are Related to the District

None

VII. Consent Calendar

Trustee Peter Oshinski moved to approve the consent calendar items with the exception of item H that was pulled for discussion and moved to be approved as separate item under consent:

- A. Approve the Minutes of the Regular Governing Board Meeting of June 5, 2020
- B. Approve the Minutes of the Special Governing Board Meeting of June 24, 2020
- C. Approve the Minutes of the Regular Governing Board Meeting of July 23, 2020
- D. Approve the Bill Warrant
- E. Approve the Personnel Action Items
- F. Approve the Quarterly Report on Williams Act Complaints and Resolutions
- G. Approve the Disposal of Obsolete or Surplus Items
- H. Approve the Eden Area ROP Organization Chart for the 2020-2021 School Year
- I. Approve the Agreements with Cabrillo Community College for the Strong Workforce Program from July 2020 through December 2022
- J. Approve the Agreement with Del Conte's Landscaping Inc. for Landscaping Services for the 2020-2021 School Year
- K. Approve the Agreement with L & M Investments for the Lease for Use of Facilities for the Electrical Trainee Program that is Operated in Turlock, CA from October 2020 through September 2021
- L. Approve the Ongoing Agreement with Lozano Smith, LLP for Legal Services
- M. Approve the Agreement with School Services of California and MetroEd for a Career Technical Education Joint Power Authority Coalition for the 2020-2021 School Year

Trustee Robert Carlson seconded the motion.

AYES: 3 (Carlson, Loss, Oshinski)
NOES: 0
ABSTAIN: 0
ABSENT: 1 (Campos)

- H. Request the Governing Board to approve the Eden Area ROP Organization Chart for the 2020-2021 School Year

Trustee Jo A.S. Loss requested to pull the Eden Area ROP organization chart for the 2020-2021 school year to be discussed separately. She asked the Superintendent to share the history of including the Coordinating Council, which is made up of the five JPA member districts' Superintendents, on the Eden Area ROP organization chart. She noted that typically only employees were included on an organization chart and asked for clarification about the purpose of the Coordinating Council being included.

Superintendent Granger shared that the Joint Powers Authority (JPA) agreement outlines the creation of the Coordinating Council who provides input to the Governing Board. Superintendent Granger suggested the following changes:

- Remove the line that connects Eden Area ROP Superintendent to the Coordinating Council
- Add a line that connects the Coordinating Council to the Governing Board
- Include the Eden Area ROP in the list of superintendents that comprise the Coordinating Council

Trustee Jo A.S. Loss also recommended the connecting line from the Coordinating Council to the Governing Board be a dotted line that represents the relationship of advisory versus having supervisory responsibilities.

Upon review of and a motion by Trustee Jo A.S. Loss and a second by Trustee Robert Carlson, the Governing Board approved the Eden Area ROP organization chart for the 2020-2021 school year with the aforementioned changes.

AYES: 4 (Campos, Carlson, Loss, Oshinski)
NOES: 0
ABSTAIN: 0
ABSENT: 0

VIII. Action Items

A. Request the Governing Board to approve the Second Reading and Adoption of the Governing Board Policy and Administrative Regulation 0470: COVID-19 Mitigation Plan

Upon review of and a motion by Trustee Robert Carlson and a second by Trustee Juan Campos, the Governing Board approved the adoption of the Governing Board Policy and Administrative Regulation 0470: COVID-19 Mitigation Plan.

AYES: 4 (Campos, Carlson, Loss, Oshinski)
NOES: 0
ABSTAIN: 0
ABSENT: 0

B. Request the Governing Board to approve the adoption of Resolution 2-20/21: Signature Card-Board Members, Resolution 3-20/21: Signature Card-Authorized Agents: Payroll Warrants and Disbursements, Resolution 4-20/21: Signature Card-Authorized Agents: Official Documents and Reports

Upon review of and a motion by Trustee Juan Campos and a second by Trustee Peter Oshinski, the Governing Board approved the adoption of Resolution 2-20/21: Signature Card-Board Members, Resolution 3-20/21: Signature Card-Authorized Agents: Payroll Warrants and Disbursements, Resolution 4-20/21: Signature Card-Authorized Agents: Official Documents and Reports.

AYES: 4 (Campos, Carlson, Loss, Oshinski)
NOES: 0
ABSTAIN: 0
ABSENT: 0

C. Request the Governing Board to approve the adoption of Resolution 5-20/21: Support for Funding for Schools and Communities Act

Upon review of and a motion by Trustee Peter Oshinski and a second by Trustee Juan Campos, the Governing Board approved the adoption of Resolution 5-20/21: Support for Funding for Schools and Communities Act.

AYES: 4 (Campos, Carlson, Loss, Oshinski)
NOES: 0
ABSTAIN: 0
ABSENT: 0

D. Request the Governing Board to approve the Administrative Personnel as Competent to Evaluate Certificated Staff and Review Policy 4315.1

Upon review of and a motion by Trustee Peter Oshinski and a second by Trustee Robert Carlson, the Governing Board approved the administrative personnel as competent to evaluate certificated staff and review Policy 4315.1.

AYES: 4 (Campos, Carlson, Loss, Oshinski)
NOES: 0
ABSTAIN: 0
ABSENT: 0

E. Request the Governing Board to approve the MOU with the California Homebuilding Foundation (CHF) to manage the Building Industry Technology Academy (BITA) for the 2020-2021 School Year

Upon review of and a motion by Trustee Juan Campos and a second by Trustee Peter Oshinski, the Governing Board approved the MOU with the California Homebuilding Foundation (CHF) to manage the Building Industry Technology Academy (BITA) for the 2020-2021 school year.

AYES: 4 (Campos, Carlson, Loss, Oshinski)
NOES: 0
ABSTAIN: 0
ABSENT: 0

IX. Superintendent's Report

Superintendent Granger welcomed and introduced the Eden Area ROP's new Fiscal Services Administrator, Anthony Oum. Mr. Oum was given the opportunity to share a little about himself and his background in financing and education. The Governing Board warmly welcomed Mr. Oum.

Superintendent Granger concluded her report by sharing the Eden Area ROP's distance learning schedule. Currently three of the four school districts have approved schedules and the Eden Area ROP is presenting a schedule that best coincides with the districts.

X. Other Business/Governing Board Reports

A. Governing Board Reports

Jo A.S. Loss, Castro Valley USD representative, shared that Castro Valley USD is still in negotiations with the teachers union.

XI. Adjournment

Trustee Peter Oshinski requested that tonight's Governing Board meeting be adjourned in the memory of Krista Gonzalez.

The meeting was adjourned at 6:47 p.m.

Approved by the Eden Area ROP Governing Board _____.

Linda Granger, Superintendent
Clerk to the ROP Governing Board



DATE: September 3, 2020
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Sabrina Ubhoff, Accounting Technician
SUBJECT: Request the Governing Board to approve the Bill Warrants

CURRENT SITUATION

The bill warrants submitted for approval are for the period of July 10, 2020 through August 4, 2020 and include test warrant numbers and voided warrants.

CONSENT CALENDAR

INFORMATION ITEMS



DATE: September 3, 2020
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: The Eden Area ROP 50 Year Anniversary

BACKGROUND:

The Eden Area Regional Occupational Center/Program was founded in 1971 to provide vocational and technical job training for adults and youth 16 years of age and older. The concept of regionality was to allow for greater flexibility in program offerings and locations, and to give students the opportunity to select from a larger number of course offerings than could be provided adequately, efficiently, and economically by a single school district.

From 1971 to 1991 EAROC/P served students from the Castro Valley, San Leandro and San Lorenzo Unified School Districts. In 1991, Hayward ROCP merged with EAROC/P to serve students from all four Unified Schools Districts.

CURRENT SITUATION:

Currently, the EAROC/P serves seven comprehensive high schools, four continuation high schools, and numerous alternative schools and programs.

The Eden Area ROP has been influential in preparing thousands of students for successful business, medical, and technical careers for 50 years. With an exemplary staff and partnerships with business and industry, the Eden Area ROP has been able to contribute to the high success rate of our students. The Eden Area ROP has continued to refine and expand its course offering and quality career pathways. In the early 70's we offered a small amount of courses to support our high school partners. The Eden Area ROP has accomplished many achievements over the past 50 years including being recognized by California State Department of Education for offering programs that:

- Demonstrates exemplary and replicable qualities
- Meets the needs of the local community
- Offers relevant, coherent curriculum that reflects industry and state standards and career preparation standards
- Links learner goals to program accountability
- Includes all the stakeholders in leadership and planning
- Incorporates the curriculum and instruction that best meets the needs of the students

In addition, The Eden Area ROP programs are approved by UC for "A-G" credit for high school students. The Eden Area ROP has expanded articulation agreements with Chabot, Ohlone and Diablo Valley College, making it possible for students taking the



ROP courses to receive college credit at the same time, therefore getting a head start on their college career.

As we look back to over the past 50 years we take much pride in what The Eden Area ROP has been able to accomplish for students. As we move forward we will continue to build on our strength of providing cutting edge, high quality career technical education.

RECOMMENDATION

Information only



DATE: September 3, 2020
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Bernie Phelan, Director of Educational Services
SUBJECT: Opening of School for the 2020-2021 School Year

BACKGROUND

Every year, staff monitors pre-enrollment, actual enrollment and attendance to forecast and maintain alignment with projected ADA, and to make adjustments if necessary.

CURRENT SITUATION

A report will be delivered to the Governing Board on the opening of the 2020-2021 school year. The participating high schools have worked closely with the Eden Area ROP in encouraging students to take advantage of the career development opportunities available through ROP classes. This collaboration has proven very effective in providing excellent educational opportunities for students in all four of our participating districts.

RECOMMENDATION

Information only

DATE: September 3, 2020
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Eden Area ROP Service Awards

BACKGROUND

Annually the Eden Area ROP recognizes staff for their years of service.

CURRENT SITUATION

At the August 11, 2020 staff development day, service pins recognizing years of service were presented to staff members. Below is a list of the recipients and their respective years of service.

EMPLOYEE	TITLE	SERVICE YEARS
Laura Jagroop	Entrepreneurship Instructor	5
Abel Jimenez	Electrical Instructor	5
Alysa Machado	Medical Careers Instructor	5
Abraham Mendoza	Work Based Learning Specialist	5
Terri Penn	Culinary Science Instructor	5
Daniel Pareja	Auto Collision & Refinishing Instructor	10
Stacy Dixon	Instructional Assistant	15
Gabriela Juarez	Executive Assistant	15
Craig Lang	Director of Adult Programs	15
Marlene McDowell	First Responder (Fire Science/EMT) Instructor	20
Kathy O'Brien	Dental Assisting Instructor	30

RECOMMENDATION

Information only

ACTION ITEMS



DATE: September 3, 2020
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Ariel Owen, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the 2019-2020 Unaudited Actuals Income and Expenditure Report

CURRENT SITUATION

The 2019-2020 Unaudited Actuals includes the documentation of all fiscal transactions of the Eden Area ROP and presents the ROP's financial position for the period July 1, 2019 through June 30, 2020. It includes detailed summary information for the General Fund and all other funds in the ROP including Adult Education, Special Reserve for Postemployment Benefits, Capital Outlay Projects and Retiree Benefits Fund.

Unaudited Actuals for the year ended 2019-2020 documents the beginning fund balances of all funds, total of all revenues, total of all expenditures and the ending fund balances of all funds. Ending balances are forwarded to the next fiscal year 2020-2021.

The detailed report will be submitted to the Governing Board under a separate cover. Copies for the public are available upon request.

Policy/Ed Code:
Education Code 42120-42127

RECOMMENDATION

It is recommended that the Governing Board approve the 2019-2020 Unaudited Actuals Income and Expenditure Report.



DATE: September 3, 2020
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Ariel Owen, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the CalPERS Delegation of Authority to Request Disbursements Form

BACKGROUND

On November 6, 2014, the Eden Area ROP participated in the Prefunding Plan and set up a trust with the California Public Employees' Retirement System (CalPERS) Board of Administration (Board) also referred to as California Employers' Retiree Benefit Trust (CERBT.)

The CERBT Fund is a Section 115 trust fund dedicated to prefunding Other Post-Employment Benefits (OPEB) for all eligible California public agencies. Even those not contracted with CalPERS health benefits can prefund future retiree benefits such as health, vision, dental and life insurance.

By joining this trust fund, California public agencies can help finance future costs in large part from investment earnings provided by CalPERS. Since its launch in 2007, more than 550 California public employers choose CERBT as their OPEB trust fund.

CURRENT SITUATION

Under the trust agreement, the Eden Area ROP can request disbursements from CERBT to be reimbursed for the expenses related to retiree OPEB costs (i.e. health/dental/vision paid by the employer). Presented to the Governing Board for approval is the "Delegation of Authority to Request Disbursements" form to delegate to the Eden Area ROP incumbents in the positions of the Superintendent, Fiscal Services Administrator and Human Resources Administrator the authority to request on behalf of the Employer disbursements from the OPEB Plan and to certify as to the purpose for which the disbursed funds will be used. This follows the duly adopted and executed agreement and election to prefund OPEB within the meaning of Section 115 of the Internal Revenue Code.

RECOMMENDATION

It is recommended that the Governing Board approve the CalPERS Delegation of Authority to Request Disbursements form.



DELEGATION OF AUTHORITY TO REQUEST DISBURSEMENTS

RESOLUTION OF THE

(GOVERNING BODY)

OF THE

(NAME OF EMPLOYER)

The _____ delegates to the incumbents
(GOVERNING BODY)

in the positions of _____ and
(TITLE)

_____ and/or
(TITLE)

_____ authority to request on
(TITLE)

behalf of the Employer disbursements from the Other Post Employment Prefunding
Plan and to certify as to the purpose for which the disbursed funds will be used.

By _____

Title _____

Witness _____

Date _____



DATE: September 3, 2020
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Agreements with IT Management Corporation for Technology Reconfiguration to Implement Campus-wide Wi-Fi for the 2020-2021 School Year

BACKGROUND

Installing Wi-Fi across the campus is one of the goals in the Eden Area ROP Technology plan. Access to Wi-Fi throughout the campus will assist the Eden Area ROP in providing internet access to our students and enable our teachers to take greater advantage of the online learning material available for our programs.

CURRENT SITUATION

The Eden Area ROP has identified IT Management Corporation as the vendor to provide the installation of Wi-Fi at the Eden Area ROP center. There are two separate agreements with IT Management Corporation that represent the work for each of the two project phases. The first phase is to reconfigure the internal network Public IP address to a secure Private IP address, accounting for wireless access. Only upon doing so, the Eden Area ROP can then continue into the second phase of installation of WAPs (Wireless Access Points) for campus wide Wi-Fi.

RECOMMENDATION

It is recommended that the Governing Board approve the agreements with IT Management Corporation for technology reconfiguration to implement campus-wide Wi-Fi for the 2020-2021 school year.

CONTRACT FOR SERVICES AND/OR PRODUCTS

This agreement is by and between the **Eden Area Regional Occupational Program ("The District")** and **IT Management Corporation ("Service Provider")** for the purchase of equipment and services as described on the proposal **"Ruckus WiFi 6 Proposal R650"** submitted by the Service Provider.

The work shall be subject to the following conditions:

- A. The District will provide access and information needed to Service provider to perform their task.
- B. Invoices will be submitted on Net 22 Days term.
- C. The Service Provider will be sending invoices to the District upon delivery of the equipment and completion of services at each site.
- D. District agrees that progress payments based on percentage of completion and partial delivery of equipment are acceptable.
- K. Any additional work outside the scope of work submitted in the proposal is a change order and must be approved and accepted by the District. This work, may or may not be eligible for discount.

PRODUCT, PROJECT, INSTALLATION, SETUP

In this Master Service Agreement Terms & Conditions and attached addenda, IT Management Corporation, hereafter is referred to as "IT MGMT" and/or the "COMPANY" (in all uppercase letters), and the person, firm, or company that contracts with IT Management Corporation for the purchase of goods or services hereafter is referred to as "CUSTOMER".

CUSTOMER accepts these Terms and Conditions by making a purchase from or placing an order with IT MGMT or shopping on IT MGMT's website or requesting products (the "Products") or engaging IT MGMT to perform or procure any Services for CUSTOMER.

These Terms and Conditions are subject to change without prior notice. The Terms and Conditions in effect at the time CUSTOMER places an order or signs a Statement of Work (SOW) will govern the order in question, unless otherwise agreed to in writing by IT MGMT and CUSTOMER.

- All the quotations submitted by IT MGMT and its subsidiaries are valid for no more than 30 calendar days from date of quote, unless otherwise specified.
- Quotes, estimates, and product prices may change without notice at any time due to manufacturer's price adjustment, government imposed tariffs or regulatory requirements, product availability, market conditions, and/or management discretion.
- Proposed prices may not include applicable taxes, insurance, shipping, delivery, setup fees, cables or cabling services, or related material unless specifically listed on the document.

- IT MGMT requires a purchase order referencing the associated quote number. If a purchase order is not provided, an authorized CUSTOMER representative must sign the quote for the order to be processed.

Invoicing & Payment

1. One hundred percent (100%), or the remaining balance if initial payments have been made, for hardware/software/support/maintenance/training is invoiced upon shipment of the order, including sales taxes, regulatory fees, shipping, and handling fees.
2. An interest charge of 1.5% per month will be applied to all past due amounts, plus all costs of collection and reasonable attorney's fees.
3. Most major credit cards are accepted. A convenience fee of 3.5% may be assessed.
4. CUSTOMER agrees to accept multiple invoices for projects that cover multiple sales or invoices based on project progress stages. In the event that a site's readiness is delayed by the CUSTOMER, CUSTOMER agrees to accept and pay upon invoice delivery all invoices that pertain to equipment and services already received and/or installed.
5. USAC invoicing / SPI can be provided if was noted in the SOW and the project RFP in advance.

Taxes

1. Items sold by IT MGMT and shipped to destinations in California are subject to CA sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total sale price of each individual item subject to taxation.
2. The amount of tax charged on an order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time an order is placed and the time an invoice is sent, which can affect the calculation of sales taxes. The amount appearing on a quotation as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged on an invoice.
3. All companies with tax exemption must present a valid Tax Exempt Form. If CUSTOMER is not tax exempt or if tax-exempt form is not provided, then CUSTOMER agrees to pay all applicable taxes as invoiced.

Delivery

1. All Hardware/Software will be shipped ground unless otherwise specified by CUSTOMER and the sales order, quotation, purchase order, or statement of work (SOW).
2. All shipments are FOB Origin or Pre-paid and shipped to dock. Any special shipping requirements must be clearly stated on all purchase orders (e.g. inside delivery).
3. If inside delivery or lift-gate is required, it must be specified and additional fees will apply.
4. For third-party vendor orders, IT MGMT is limited to the delivery schedule and inventory availability by the vendor, and as such, IT MGMT shall not be held responsible for delays in shipping to CUSTOMER.
5. Shipping charges that appear on this quote are an estimate. IT MGMT will invoice and the CUSTOMER will pay the actual shipping charges as invoiced.

Returns & Billing disputes

1. Upon delivery of equipment, CUSTOMER agrees to open all shipments and visually inspect equipment for physical damage. All damage must be reported to IT MGMT within 72 hours of delivery.
2. If a product arrives damaged, notify IT MGMT Customer Service at cst@ITMGMT.com or call 888-970-2070 immediately to obtain a Return Merchandise Authorization (RMA) number. The COMPANY will NOT

ACCEPT any returns without an RMA number. Please have the following information on hand when calling for an RMA number:

- a. CUSTOMER name
 - b. Invoice number
 - c. Serial number
 - d. Nature of the problem
3. All products returned must include all original boxes and packing materials, have original UPC codes on the manufacturer boxes, and contain all manuals, blank warranty cards, and other accessories and documentation provided by the manufacturer.
 4. CUSTOMER is responsible for all return shipping charges, and agrees to pay a restocking fee of 15% of the purchase price.
 5. No returns will be accepted for any custom ordered products or custom configured computers. Once a custom system order is placed with IT MGMT, the order is invoiced and no cancellations or returns will be accepted.
 6. Defective products may be returned directly to IT MGMT within 15 days from delivery date. At IT MGMT's discretion, the COMPANY will provide one of the following: credit, replacement, exchange, or repair. Manufacturer restrictions may apply to the return.
 7. Software titles that are defective can be returned to IT MGMT within 15 days of delivery date and will be replaced only for the SAME software title. Unopened software may be returned for a refund or exchanged within 15 days of delivery date. Non-defective, opened software may not be returned under any conditions.
 8. Multiple software licenses cannot be returned for refund or exchange unless first authorized by the manufacturer and may not be returned beyond 15 days for any reason.
 9. A copy of IT Management Corporation's full RMA policy is available for review online at www.ITMGMT.com/TermsandConditions
 10. An Invoice challenge or billing dispute can be filed within 7 days of receipt of invoice by the CUSTOMER. Disputes filed beyond 7 days of receipt of invoice will not be honored.

Warranties

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1. IT MGMT warrants that it has good title, if applicable, to the equipment being sold to CUSTOMER under this agreement, and the right to sell such equipment to CUSTOMER free of liens or encumbrances.
2. IT MGMT further warrants to CUSTOMER that the installation and setup of the equipment being sold to CUSTOMER hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to CUSTOMER or the date upon which IT MGMT completes performance of the services under this agreement (this installation warranty being hereinafter referred to as an "Installation Warranty".) Unless otherwise declared in writing, the manufacturer's warranty will apply to all software and hardware devices. Except as expressly set forth in this paragraph, IT MGMT does not make, and hereby disclaims, any and all representations, liabilities, or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, device or service output of data, errors or omissions in data output and capture, CUSTOMER use of device data and information output,

fitness for a particular purpose, satisfactory quality, infringement, or arising from a course of dealing, usage, or trade practice.

3. IT MGMT shall reasonably cooperate and assist CUSTOMER in enforcing any manufacturer warranties with respect to the equipment being sold to CUSTOMER under this agreement.
4. IT MGMT hereby advises CUSTOMER, and CUSTOMER acknowledges that in the event CUSTOMER desires to procure from IT MGMT, any warranty protection beyond the warranty of title and the installation warranty provided under this paragraph, CUSTOMER may do so by entering into a separate Service Agreement with IT MGMT.
5. Manufacturer's warranty is whatever the manufacturer publishes at the time of purchase.

Force Majeure

Neither party shall be liable to the other for any delay in performance or failure to perform, in whole or in part, due to labor dispute, strike, war or act of war (whether an actual declaration is made or not), insurrection, riot, civil commotion, act of God, act of public enemy, accident, fire, flood, earthquake, act of any governmental authority, judicial action, computer virus or worm, or similar causes beyond the reasonable control of such party. If any event of force majeure occurs, the party affected by such event shall promptly notify the other party of such event and take all reasonable actions to avoid the effect of such event.

Non-Solicitation of Personnel

During the project and for a period of one year thereafter, neither Party shall, either directly or indirectly, employ or solicit for employment any employee of the other Party or any of its affiliates with whom the hiring Party had contact or became aware of during the execution of any Service Agreement or SOW covered under this agreement. If a party breaches this Non-Solicitation of Personnel, the breaching party shall pay thirty percent (30%) of the employee's annual base salary to the non-breaching party, within five (5) days of breach.

Jurisdiction/applicable law

Any disputes arising out of or in connection with this agreement shall be exclusively settled by the Superior Court of Santa Clara, California.

Confidentiality

1. CUSTOMER agrees to treat all Confidential Information as confidential information of IT Management Corporation, both during and after the term of this engagement.
2. Confidential Information means all information and material to which CUSTOMER has access in connection with or related to the Service Agreement, SOW, or purchase order(s) including, but not limited to, IT Management Corporation's documentation, financials, marketing, sales, estimates of work, and quotations. CUSTOMER agrees to use the Confidential Information received under this Agreement solely for the purposes of performing its obligations under this quotation. CUSTOMER will not disclose or make Confidential Information available to any third party, except as specifically authorized by IT MGMT in writing.

ADDENDUM-A

Product & Services for Cabling, Network Switch and WiFi infrastructure installation projects

1. Product sale and associated project does not include costs related to unforeseen items (i.e. collapsed, broken, or inadequate pathways, structural damage to the building, paint repairs, patching, damaged ceiling tiles or surfaces).

2. Start/Completion Date - CUSTOMER will provide all the required information and the equipment will be preconfigured in advance before any onsite work is scheduled. Unless noted in the Scope of Work, all onsite work will be performed during normal business hours Monday-Friday 8:30 am – 5:30 pm. Any work outside the above hours will require approval by the CUSTOMER, and an on-site CUSTOMER representative may be needed during that time. IT MGMT will make reasonable efforts to perform its tasks to minimize impact to daily operations of the CUSTOMER's business and at its own discretion may change work schedules to after normal business hours.
3. Background check – While IT MGMT staff have had background checks, as determined by the CUSTOMER, a CUSTOMER representative may be required to escort or be present with the installation team (s) while they are on premise. If additional individual background checks and badging are needed, the fees associated with the service and associated time will be billed to the CUSTOMER.
4. Parking & Construction Zone– CUSTOMER will provide designated parking area for the project and if needed will make accommodation in advance to remove obstacles or vehicles parked in the construction, loading, and unloading areas.
5. Scissor Lift – Hiring of scaffolding, hoists, scissor lift or other specialized climbing apparatus will be provided by the CUSTOMER or charged to the CUSTOMER when such equipment is required.
6. Clean Up/Maintenance - IT MGMT will clean premises daily and will remove project related debris as necessary so that property is maintained in a safe and orderly manner. At scope of work completion, IT MGMT will remove all project debris and equipment in the installation areas so that property is left in a condition comparable to the way in which it was found before the start of installation activities.
7. Licenses - IT MGMT is licensed by the California Contractor State License Board in the following categories: Class C-7/Low Voltage #944128.
8. Bonds - Any bonds (bid, payment, or performance) are not included in this proposal and can be added at the rate of 2.75% of the total project.
9. Permits & Licenses - Permits, Building Management System (BMS) and Fire Life Safety (FLS) vendor fees or licenses if needed are not included in the proposal and do not appear necessary. If any are found to be necessary the costs are to be paid by CUSTOMER.
10. Unless noted in the Project Scope, IT MGMT will use existing pathways for all cable installation. There is no allowance included in this SOW to install conduit, new chase, establish new pathways, or excessive raceway (more than 6 ft.) or to perform any trenching or boring unless otherwise specified in writing.
11. The services associated with any order will start within seven business days upon receipt of the purchase order or the signed quote or SOW by an authorized representative.
12. There will be a 30% increase applied for after business hours professional services and support unless it was noted in the SOW and the project RFP in advance.
13. The professional services are provided for a minimum 2 hours for onsite and 30 minutes for remote sessions. Professional services and labor hours are recorded to the nearest quarter hour.
14. Lodging and mileage expenses are not included in the proposed quote unless it was noted in the SOW and the project RFP in advance.
15. CUSTOMER shall make available, in a timely manner and at no charge to IT MGMT, all drawings, technical data, measurements, passwords, or other information and resources reasonably required by IT MGMT for the performance of professional, installation, and setup services.
16. CUSTOMER will be responsible for, and assumes the risk of any problems resulting from, the content, accuracy, completeness and consistency of all such data, materials and information supplied by CUSTOMER.

17. All stated delivery and installation dates are approximate and except as expressly provided in this agreement, IT MGMT shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental, or special damages, or for commercial loss resulting from delays in delivery or installation.
18. Supplementary services or change requests by CUSTOMER regarding the scope of services will be invoiced separately based on the agreed hourly rate for the applicable services.
19. IT MGMT will perform the services defined in its proposal and any amendments or change orders accepted by both parties. Any request from the CUSTOMER that requires extra work, or additional time, or increases IT MGMT's costs will require an amendment or change order agreeable to both parties.
20. IT MGMT will properly support and secure all new cabling as required by the State of California. IT MGMT will use existing and/or install new means of support to properly secure cable as IT MGMT deems necessary to meet the current State of California Building Standards Code 2013. IT MGMT will install adequate service loops where appropriate to allow for potential repair and splicing of cables. For more information about CA Building Standards Code, visit www.bsc.ca.gov/Home/Current2013Codes.aspx.
21. Pathways – unless noted, IT MGMT will install cabling where low-voltage equipment and services already exist, and IT MGMT will use or share these same existing cable distribution pathways to install all new cabling. Existing pathways will include at least one or all of the following methods: over T-Bar ceilings, areas above “hard cap” or non-removable ceilings (accessed through existing access hatches), and the use of existing conduit, raceways, wire-mold, low-voltage junction boxes, and/or other available and appropriate telecommunications and/or interconnection distribution pathways available.
22. Damage to Existing Cable - If an unforeseen cable is cut or disconnected at any time due to;
 - a. Lack of documentation by CUSTOMER,
 - b. Lack of communication with contractor,
 - c. Bundled with other data cables and is of the same color, connected to notification systems such as HVAC, Fire Alarm, Security, or any other system, IT MGMT will not be responsible for any damage. IT MGMT will troubleshoot and reconnect via oral and or written work order by CUSTOMER staff based on Time & Material rate.
 - d. Exclusions - Firewall penetrations, patching of walls, ceilings, and other mounting surfaces, painting, concrete drilling and coring, and as-built drawing are not included in the scope of work for the project and their associated cost.
23. Technical Support - IT MGMT will provide technical support during regular business hours Monday-Friday.
24. Holidays, and Weekends as requested by the CUSTOMER when given a 3-business day notice (Monday through Friday). Technical Support is defined as, when CUSTOMER requests an IT MGMT Technician be present for any reason whatsoever other than what is included in IT MGMT Scope of Work. This includes and is not limited to assisting, consulting, or completing any moves, adds or changes to already completed work. CUSTOMER understands and agrees to compensate IT MGMT for all requested Technical Support at a rate of one hundred thirty-three Dollars, (\$133), per hour, 4-Hour Minimum, prevailing rates and overtime/weekend rates apply.
25. CUSTOMER AGREES THAT UNDER NO CIRCUMSTANCES WILL IT MGMT BE HELD LIABLE FOR THE INFORMATION OR DATA THAT IS OUTPUT FROM ANY DEVICE INSTALLED OR SOLD BY THE COMPANY, OR FOR ACTIONS TAKEN BY CUSTOMER BASED ON OR AS A RESULT OF INFORMATION OR DATA OUTPUT, OR FOR ERRORS IN OUTPUT OR FALSE ALARMS TRIGGERED BY CAMERAS, VAPE DETECTORS, ACCESS CONTROLS, METAL DETECTORS OR OTHER DEVICES.

Service Provider Name:

IT Management Corporation

Signature: 

Printed Name: Maryam Mohammadi

Title: VP, Project Management & Operations

Date: 8/5/2020

Customer Name:

"-----"

Signature: _____

Print Name: _____

Title: _____

Date: _____

CONTRACT FOR SERVICES AND/OR PRODUCTS

This agreement is by and between the **Eden Area Regional Occupational Program ("The District")** and **IT Management Corporation ("Service Provider")** for the purchase of equipment and services as described on the proposal **"Block of (20) IT Support and Technical Services"** submitted by the Service Provider.

The work shall be subject to the following conditions:

- A. The District will provide access and information needed to Service provider to perform their task.
- B. Invoices will be submitted on Net 22 Days term.
- C. The Service Provider will be sending invoices to the District upon delivery of the equipment and completion of services at each site.
- D. District agrees that progress payments based on percentage of completion and partial delivery of equipment are acceptable.
- K. Any additional work outside the scope of work submitted in the proposal is a change order and must be approved and accepted by the District. This work, may or may not be eligible for discount.

PRODUCT, PROJECT, INSTALLATION, SETUP

In this Master Service Agreement Terms & Conditions and attached addenda, IT Management Corporation, hereafter is referred to as "IT MGMT" and/or the "COMPANY" (in all uppercase letters), and the person, firm, or company that contracts with IT Management Corporation for the purchase of goods or services hereafter is referred to as "CUSTOMER".

CUSTOMER accepts these Terms and Conditions by making a purchase from or placing an order with IT MGMT or shopping on IT MGMT's website or requesting products (the "Products") or engaging IT MGMT to perform or procure any Services for CUSTOMER.

These Terms and Conditions are subject to change without prior notice. The Terms and Conditions in effect at the time CUSTOMER places an order or signs a Statement of Work (SOW) will govern the order in question, unless otherwise agreed to in writing by IT MGMT and CUSTOMER.

- All the quotations submitted by IT MGMT and its subsidiaries are valid for no more than 30 calendar days from date of quote, unless otherwise specified.
- Quotes, estimates, and product prices may change without notice at any time due to manufacturer's price adjustment, government imposed tariffs or regulatory requirements, product availability, market conditions, and/or management discretion.
- Proposed prices may not include applicable taxes, insurance, shipping, delivery, setup fees, cables or cabling services, or related material unless specifically listed on the document.

- IT MGMT requires a purchase order referencing the associated quote number. If a purchase order is not provided, an authorized CUSTOMER representative must sign the quote for the order to be processed.

Invoicing & Payment

1. One hundred percent (100%), or the remaining balance if initial payments have been made, for hardware/software/support/maintenance/training is invoiced upon shipment of the order, including sales taxes, regulatory fees, shipping, and handling fees.
2. An interest charge of 1.5% per month will be applied to all past due amounts, plus all costs of collection and reasonable attorney's fees.
3. Most major credit cards are accepted. A convenience fee of 3.5% may be assessed.
4. CUSTOMER agrees to accept multiple invoices for projects that cover multiple sales or invoices based on project progress stages. In the event that a site's readiness is delayed by the CUSTOMER, CUSTOMER agrees to accept and pay upon invoice delivery all invoices that pertain to equipment and services already received and/or installed.
5. USAC invoicing / SPI can be provided if was noted in the SOW and the project RFP in advance.

Taxes

1. Items sold by IT MGMT and shipped to destinations in California are subject to CA sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total sale price of each individual item subject to taxation.
2. The amount of tax charged on an order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time an order is placed and the time an invoice is sent, which can affect the calculation of sales taxes. The amount appearing on a quotation as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged on an invoice.
3. All companies with tax exemption must present a valid Tax Exempt Form. If CUSTOMER is not tax exempt or if tax-exempt form is not provided, then CUSTOMER agrees to pay all applicable taxes as invoiced.

Delivery

1. All Hardware/Software will be shipped ground unless otherwise specified by CUSTOMER and the sales order, quotation, purchase order, or statement of work (SOW).
2. All shipments are FOB Origin or Pre-paid and shipped to dock. Any special shipping requirements must be clearly stated on all purchase orders (e.g. inside delivery).
3. If inside delivery or lift-gate is required, it must be specified and additional fees will apply.
4. For third-party vendor orders, IT MGMT is limited to the delivery schedule and inventory availability by the vendor, and as such, IT MGMT shall not be held responsible for delays in shipping to CUSTOMER.
5. Shipping charges that appear on this quote are an estimate. IT MGMT will invoice and the CUSTOMER will pay the actual shipping charges as invoiced.

Returns & Billing disputes

1. Upon delivery of equipment, CUSTOMER agrees to open all shipments and visually inspect equipment for physical damage. All damage must be reported to IT MGMT within 72 hours of delivery.
2. If a product arrives damaged, notify IT MGMT Customer Service at cst@ITMGMT.com or call 888-970-2070 immediately to obtain a Return Merchandise Authorization (RMA) number. The COMPANY will NOT

ACCEPT any returns without an RMA number. Please have the following information on hand when calling for an RMA number:

- a. CUSTOMER name
 - b. Invoice number
 - c. Serial number
 - d. Nature of the problem
3. All products returned must include all original boxes and packing materials, have original UPC codes on the manufacturer boxes, and contain all manuals, blank warranty cards, and other accessories and documentation provided by the manufacturer.
 4. CUSTOMER is responsible for all return shipping charges, and agrees to pay a restocking fee of 15% of the purchase price.
 5. No returns will be accepted for any custom ordered products or custom configured computers. Once a custom system order is placed with IT MGMT, the order is invoiced and no cancellations or returns will be accepted.
 6. Defective products may be returned directly to IT MGMT within 15 days from delivery date. At IT MGMT's discretion, the COMPANY will provide one of the following: credit, replacement, exchange, or repair. Manufacturer restrictions may apply to the return.
 7. Software titles that are defective can be returned to IT MGMT within 15 days of delivery date and will be replaced only for the SAME software title. Unopened software may be returned for a refund or exchanged within 15 days of delivery date. Non-defective, opened software may not be returned under any conditions.
 8. Multiple software licenses cannot be returned for refund or exchange unless first authorized by the manufacturer and may not be returned beyond 15 days for any reason.
 9. A copy of IT Management Corporation's full RMA policy is available for review online at www.ITMGMT.com/TermsandConditions
 10. An Invoice challenge or billing dispute can be filed within 7 days of receipt of invoice by the CUSTOMER. Disputes filed beyond 7 days of receipt of invoice will not be honored.

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fitness for a particular purpose, satisfactory quality, infringement, or arising from a course of dealing, usage, or trade practice.

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ADDENDUM-A

Product & Services for Cabling, Network Switch and WiFi infrastructure installation projects

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13. The professional services are provided for a minimum 2 hours for onsite and 30 minutes for remote sessions. Professional services and labor hours are recorded to the nearest quarter hour.
14. Lodging and mileage expenses are not included in the proposed quote unless it was noted in the SOW and the project RFP in advance.
15. CUSTOMER shall make available, in a timely manner and at no charge to IT MGMT, all drawings, technical data, measurements, passwords, or other information and resources reasonably required by IT MGMT for the performance of professional, installation, and setup services.
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17. All stated delivery and installation dates are approximate and except as expressly provided in this agreement, IT MGMT shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental, or special damages, or for commercial loss resulting from delays in delivery or installation.
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22. Damage to Existing Cable - If an unforeseen cable is cut or disconnected at any time due to;
 - a. Lack of documentation by CUSTOMER,
 - b. Lack of communication with contractor,
 - c. Bundled with other data cables and is of the same color, connected to notification systems such as HVAC, Fire Alarm, Security, or any other system, IT MGMT will not be responsible for any damage. IT MGMT will troubleshoot and reconnect via oral and or written work order by CUSTOMER staff based on Time & Material rate.
 - d. Exclusions - Firewall penetrations, patching of walls, ceilings, and other mounting surfaces, painting, concrete drilling and coring, and as-built drawing are not included in the scope of work for the project and their associated cost.
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Service Provider Name:

IT Management Corporation

Signature: 

Printed Name: Maryam Mohammadi

Title: VP, Project Management & Operations

Date: 8/5/2020

Customer Name:

"-----"

Signature: _____

Print Name: _____

Title: _____

Date: _____