



MASTER SERVICES AGREEMENT
between
Douglas County School District RE-1
and
V Group Inc.

THIS MASTER SERVICES AGREEMENT (the “Agreement”) is made and entered into as of the last signature below, (the “Effective Date”), by and between Douglas County School District RE-1 (“DCSD”), located at 701 Prairie Hawk Drive, Castle Rock, Colorado 80109, and V Group Inc., (“Supplier”), having a place of business at 379 Princeton Hightstown Road, Bldg. 3 Suite 2A, East Windsor, NJ 08520. DCSD and Supplier are each hereinafter referred to individually as a “Party” or collectively as “Parties.”

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1.0 DEFINITIONS

Unless and except to the extent otherwise defined in the relevant provisions of the Agreement or any Statement of Work, all capitalized terms shall have the meanings assigned to them below (equally applicable for singular and plural forms of the terms defined):

- 1.1 **Statement of Work (“SOW”)** means a written work statement signed by the Parties, which specifies the terms by which Supplier will provide Services to DCSD. “SOW” may take the form of an order form, service order, quote, or other written agreement between the Parties.
- 1.2 **Acceptance Criteria** means the requirements set forth in an SOW used to measure the completeness or adequacy of the Deliverables.
- 1.3 **Affiliate** means, with respect to a Party, any other entity controlling, controlled by, or under common control with such Party at the time in question.
- 1.4 **Change Order** means a written agreement signed by the Parties that modifies any aspect of a SOW.
- 1.5 **Confidential Information** means any and all documents, materials, data or information disclosed by one Party (the “Disclosing Party”) to the other Party (the “Recipient”) that (i) is clearly identified as Confidential Information at the time of disclosure, or (ii) the Recipient knows to be Confidential Information of the Disclosing Party. Confidential Information shall not include any information which at the time of disclosure is in the public domain, or which after disclosure is published or otherwise becomes part of the public domain in any manner other than by violation of this Agreement; or was in the possession of the Recipient at the time of disclosure. In addition, all information the release of which is prohibited by state

or federal law or regulation, including but not limited to the protections of FERPA and the Government Records Management Act and the Colorado Student Data Protection Act which is obtained by Supplier from DCSD, its students, faculty, or staff in the performance of this Agreement constitutes Confidential Information. Confidential Information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, C.R.S. §§ 24-72-201, *et seq.*

- 1.6 **Conflict of Interest** means where there is a divergence between the Supplier's individual interests and its professional or contractual obligations to DCSD.
- 1.7 **Deliverable** means any product or service item produced by Supplier and required to be delivered to DCSD.
- 1.8 **Fees** shall mean the amounts payable by DCSD to Supplier for Deliverables.
- 1.9 **Material Defect** means the Deliverable fails to substantially comply with the applicable and corresponding Acceptance Criteria for that Deliverable.
- 1.10 **Services** shall mean collectively, the services to be provided by Supplier to DCSD.

2.0 SERVICES

- 2.1 Scope of Services. Supplier shall furnish Services to DCSD in accordance with and subject to the terms and conditions of this Agreement and one or more consecutively numbered SOWs.
- 2.2 SOW.
 - 2.2.1 Supplier shall not perform Services unless and until the performance of such Services has been authorized through a SOW. Each SOW shall be deemed to incorporate all of the terms and conditions set forth in this Agreement; however, in the case of conflict between the terms of a SOW and this Agreement, the terms of the SOW shall control, but only for the duration of and only with respect to the Services performed under that particular SOW.
 - 2.2.2 Each SOW shall contain, at a minimum, the following information:
 - a. The term of the SOW
 - b. A description of the Services
 - c. A schedule of Fees
- 2.3 Change Order Process. Either Party may request a modification of the Services to be performed by submitting to the other a Change Order request. Change Orders must be in writing executed by both Parties to be effective. Supplier shall not be entitled to any compensation for services outside the scope of an SOW unless performed pursuant to a Change Order.

- 2.4 Required Resources and Compatibility. Except as otherwise expressly provided in a SOW, Supplier shall be responsible for providing the facilities, personnel, equipment, software, technical knowledge, and other resources necessary to provide the Services. DCSD may request that the Supplier reassign personnel not compatible with DCSD's expectations.
- 2.5 All Supplier Services related to Student Personally Identifiable Information (PII) must be performed in compliance with applicable federal and state law.
- 2.6 Subcontractors. Subject to the prior written consent of DCSD, Supplier may delegate to subcontractors such duties as Supplier deems necessary. Supplier shall be responsible to DCSD for the completion of all work by subcontractors and full payment of all charges by such subcontractors.
- 2.7 Timeliness of Performance. Supplier acknowledges and agrees that prompt performance of the Services is required by DCSD in order for DCSD to meet its business objectives. Supplier acknowledges that time is of the essence in the performance of its obligations under this Agreement.
- 2.8 Request for Proposal Responses. If applicable, all information contained in the request for proposal submitted for contract award and acceptable provisions by Supplier are agreed to be part of the executed contract per 'INSTRUCTIONS TO PROPOSERS' section line item 11 of the Request for Proposal.
- 2.9 Background Check Certification
- 2.9.1 The Supplier shall conduct at its own expense a criminal background check for each employee in the presence of DCSD students or working on or reasonably likely to work on DCSD property.
- 2.9.2 Background report updates may be requested by DCSD. Upon any reasonable notice, Supplier agrees to conduct an updated criminal background check for any employee meeting the criteria set forth in Section 2.9.1.
- 2.9.3 Supplier agrees to not assign any employee to perform Services for DCSD who has been convicted of, pled *nolo contendere* to, or received a deferred sentence or deferred prosecution for any crime involving unlawful sexual behavior or unlawful behavior involving children.
- 2.9.4 DCSD reserves the right to cancel at any time, without penalty, this Agreement if it determines the Supplier violated any part of this Section 2.9.

2.10 Debarment and Suspension

2.10.1 Supplier agrees it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency;

2.10.2 Has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

2.10.3 Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in Section 2.10.2; and

2.10.4 Has not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2.11 Student Privacy; FERPA compliance. Supplier will comply with all applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C 1232g (1974) (referred to herein as “FERPA”) and the Code of Federal Regulations appertaining thereto. Any and all personally identifiable student information is deemed confidential and shall not be released or disclosed in any form or manner unless authorized by DCSD in writing.

3.0 TERM OF AGREEMENT

3.1 Agreement Term. The term of this Agreement shall begin on the Effective Date and shall continue until terminated in accordance with Section 12, Termination.

3.2 SOW Term. The term of a SOW shall be as set forth in the applicable SOW unless earlier terminated in accordance with this Agreement. In the event a SOW expires but the Parties continue to do business without any further written agreement, the SOW shall be deemed to have continued on a month-to-month basis subject to all applicable terms and conditions therein.

4.0 NON-CONFLICT OF INTEREST

DCSD expressly reserves the right to contract with others to obtain services similar or identical to those provided by Supplier, and Supplier expressly reserves the right to contract

with others to provide services similar or identical to those provided to DCSD, provided, however, that Supplier shall not engage in any work that creates a Conflict of Interest with DCSD. Supplier agrees that it has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with performance of the Supplier's services to DCSD.

5.0 ACCEPTANCE AND RIGHT TO COVER

5.1 DCSD may review, analyze and test any Deliverable or Service to confirm that such Deliverable or Service meets the Acceptance Criteria or other requirements set forth in this Agreement or SOW. If DCSD becomes aware of any material defects in any Deliverable or in the performance of any Service (each such defect, a "Deficiency"), DCSD will notify Supplier of such Deficiency within sixty (60) days of DCSD's discovery of such Deficiency. Supplier, at its own expense, shall re-perform such Service or modify such Deliverable to bring the Deficiency into conformance with the applicable requirements within five (5) days after receipt of DCSD's notice of such Deficiency. If the re-performance of the Service fails, DCSD may in its sole discretion elect to do any of the following:

5.1.1 Reject the Service or the Deliverable, terminate this Agreement for material breach, in whole or in part, or repeat the procedure in this paragraph as often as it determines is necessary. In the event of termination, DCSD will not be liable for payment (or any other obligation under this Agreement) to the Supplier for such Deficiencies. The provisions of this Section 5 shall not limit DCSD's rights under Section 12.0, Termination;

5.1.2 Correct such Deficiency, including contracting with any third party to perform on its behalf. In such an event, DCSD may deduct from the payments then or thereafter due Supplier all costs and expenses of correcting the Deficiency in connection with any Service or Deliverable. The rights provided under this Section 5.1.2 shall be in addition to all other rights and remedies provided under this Agreement or at law or equity.

6.0 COMPENSATION

DCSD shall pay Supplier the Fees set forth in a SOW for Services rendered. The specified Fees include all elements of cost (direct labor, overhead, general and administrative expenses and profit) incurred by Supplier in providing Services. Amounts spent by DCSD will be aggregated for purposes of tier or volume pricing. DCSD shall not be billed for any fees not expressly set forth in a SOW.

7.0 INVOICING AND PAYMENTS

7.1 Invoicing. Unless an SOW specifies otherwise, Supplier shall invoice DCSD monthly for all Fees, whether billed on a fixed-fee basis or in accordance with Supplier's hourly rates. Supplier shall on the same invoice include any credits

associated with the Services provided during the previous billing cycle. In addition, DCSD may require Supplier to submit the following:

- a) A detailed description of the Services rendered by Supplier.
- b) A list of all Supplier employees and/or subcontractors performing Services under the applicable SOW.
- c) The number of hours worked by Supplier's employees and/or subcontractors performing Services under the applicable SOW.
- d) Documentary evidence (e.g., receipts, paid bills or copies of invoices for services rendered by subcontractors) which provide sufficient information to establish the amount, date, place, purpose and essential character of each fee or payment provided in the invoice for which Supplier seeks reimbursement from DCSD.
- e) A copy of a timesheet (in a form approved by DCSD), completed by each Supplier employee and/or subcontractor performing Services during the applicable time period, stating the number of hours by labor category, and a certification that such hours were the actual number of hours expended by such individual during the period for which the invoice is submitted.

7.2 Payment Terms. All invoices are due and payable by DCSD net thirty (30) days from the date of receipt by DCSD. All invoices and payments shall be in U.S. dollars.

7.2.1 **By initialing below, you agree that DCSD may discount the invoice amount by two percent (2%) for payments made net fifteen (15) days.**
Initial: NA

7.3 Disputed Amounts. DCSD shall review the invoices and notify Supplier in writing within forty-five (45) days of receipt of the invoice of any question, objection or dispute DCSD may have in connection with the invoice (the "Dispute Notice"). If any items are disputed, only the disputed items may be withheld from payment, and only until such dispute between the Parties is resolved. The Parties agree to negotiate in good faith to attempt to resolve such dispute. In the event such a dispute is mutually agreed upon and resolved, DCSD will pay the disputed amount within twenty (20) days, or the Supplier will issue a credit memo on the next invoice to DCSD (as applicable). In the event a dispute is not resolved within sixty (60) days following Supplier's receipt of the Dispute Notice despite the good faith efforts of the Parties, the Parties shall have the right to submit such dispute to the dispute resolution process set forth in Section 10.0, Dispute Resolution. In no event does this Section 7.3 limit DCSD's rights under Section 8.0, Audit.

8.0 AUDIT

General. During the term of this Agreement and for a period of three (3) years after work completion, Supplier shall maintain complete books and records (specifically including, without limitation, the originals or copies of documents supporting entries in the books of

account and all reports provided to DCSD) relating to all Services and SOWs, and of all costs and Fees reimbursable or payable by DCSD under the terms of this Agreement. All such records shall be maintained in accordance with recognized accounting practices. DCSD and/or its authorized agents shall have the right to examine and audit such records at any reasonable time during that period and perform procedures as considered necessary for purposes of evaluating Supplier's internal controls. The accuracy of Supplier's invoices shall be determined by such audits and Supplier shall immediately refund any overcharges to DCSD. The costs associated with any such audit shall be borne by DCSD unless such audit demonstrates that Supplier's charges exceed the proper and accurate amount of such charges by five (5%) percent or more in which case Supplier shall reimburse DCSD for all costs associated with the audit and overpayments.

9.0 CONFIDENTIALITY

- 9.1 Supplier agrees to use DCSD's Confidential Information solely for the purpose of performing Services hereunder. Supplier shall require its employees, agents and subcontractors performing work hereunder to do likewise. The obligations of this section will survive termination of this Agreement.
- 9.2 DCSD's Confidential Information shall remain the sole property of DCSD, and all materials containing any such Confidential Information shall be returned to the DCSD or destroyed immediately upon termination or expiration of this Agreement, or upon Supplier's determination that it no longer has a need for such Confidential Information. Upon DCSD's request, Supplier shall certify in writing that all materials containing such Confidential Information have been returned to DCSD or have been destroyed.
- 9.3 Publicity. A Party may not use the other Party's name, logo, or mark without prior written approval. The Parties shall not communicate with members of the media or otherwise make any public announcements regarding the Services, or the terms or existence of this Agreement, without the other Party's prior written consent.

10.0 DISPUTE RESOLUTION

In the event a Party provides written notice to the other Party of any controversy, claim, dispute, difference or misunderstanding between the Parties arising out of or relating to this Agreement or any SOW, each Party shall designate managers to meet within ten (10) business days and negotiate in good faith in an attempt to reach a written resolution. If the Parties are unable to resolve the matter through good faith negotiations within ten (10) business days of such meeting, the Parties shall, within five (5) additional business days, jointly prepare a written position statement which summarizes the unresolved issues and each Party's proposed resolution. Such position statement shall be delivered to each Party's responsible senior executive for resolution within (5) business days. In the event that any matter arising hereunder is not resolved within the specified time periods, each Party shall be entitled to pursue all remedies that are available to it at law or equity.

11.0 GOVERNING LAW

This Agreement is governed by the laws of the State of Colorado, without regard to principles of conflict of laws. This Agreement shall be deemed to be made and executed in the State of Colorado. The Parties agree that any legal action by either Party to enforce any rights hereunder shall be brought in the United States District Court for the District of Colorado or Douglas County District Court.

12.0 TERMINATION

12.1 Termination for Convenience by DCSD. DCSD may terminate this Agreement or any SOW for convenience upon giving Supplier thirty (30) days prior written notice. In such an event, Supplier shall be entitled to payment as described in Section 12.4.2. In no event will DCSD be liable for any exit or termination fee.

12.2 Termination for Breach. Either Party may terminate this Agreement or any SOW immediately upon written notice to the other Party under any of the following circumstances, each of which shall constitute a breach of this Agreement: (i) the other Party defaults on any of its obligations under this Agreement, (ii) the other Party becomes unable to pay its debts as they become due; or (iii) the other Party becomes the subject of a proceeding, whether voluntary or involuntary, under the bankruptcy or insolvency laws of the United States or any other jurisdiction, unless, in the case of an involuntary proceeding, such proceeding is dismissed or withdrawn within forty-five (45) days of the date it is initiated.

12.3 Termination for Non-Appropriation of Funds. DCSD may terminate this Agreement or any SOW if funds are not allotted for the next fiscal year to continue this service. DCSD may affect such termination by giving the Supplier written notice of its intention to terminate not less than thirty (30) days prior to the end of the then current fiscal period, stating its reasons for termination. Upon termination of this agreement as provided in this paragraph, DCSD shall not be responsible for the payment of any services received which occur after the end of the current period.

12.4 Procedure upon Termination.

12.4.1 Upon termination of this Agreement, Supplier shall promptly return to DCSD, or destroy, as DCSD may direct, all DCSD property in Supplier's possession.

12.4.2 Except as described in Section 12.3, if DCSD terminates this Agreement or any Services to be performed hereunder for any reason other than Supplier's breach of any terms or conditions of this Agreement which has not been cured within the applicable cure period, Supplier shall be entitled to payment for its Services rendered and reasonable expenses incurred in connection with the SOW's up until the date of such termination.

13.0 INSURANCE

Commencing on the Effective Date and throughout the term of this Agreement, Supplier shall maintain insurance policies in the amounts and types described below (the “Insurance”), at its own expense, and shall provide DCSD with evidence thereof in the form of a certificate of insurance within fifteen (15) days of the Effective Date of this Agreement. Furthermore, Supplier is responsible for ensuring that any subcontractor provides similar Insurance for the activities arising out of such subcontract. The Insurance shall be issued by companies that have a rating of A-, Class VII or better in the most recently published edition of Best’s Reports.

- a. Commercial General Liability Insurance - Supplier shall procure and maintain commercial general liability insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$2,000,000 per each occurrence/\$4,000,000 aggregate. This insurance shall have a products-completed operations aggregate limit of at least two times the “each occurrence” limit. All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insured (cross liability) condition. These insurance policies shall name DCSD, its officers, directors, board of education, and employees as additional insureds and shall provide for written notice to DCSD before cancellation or non-renewal of such insurance.
- b. Automobile Liability Insurance – Supplier shall procure and maintain comprehensive automobile liability insurance for owned, hired, and non-owned vehicles, including coverage for all power mobile equipment used by the Supplier on District property, with a combined single limit of \$1,000,000/person, \$1,000,000/accident, and \$1,000,000/property damage. Such insurance shall contain a waiver of subrogation in favor of DCSD. These policies shall name DCSD, its officers, directors, board of education and employees as additional insureds.
- c. Employer’s Liability - Supplier shall procure and maintain employer’s liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 per each accident for bodily injury by accident and \$1,000,000 per each employee for bodily injury by disease.
- d. Worker’s Compensation Coverage - Supplier shall at all times comply with all applicable workers’ compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. DCSD will not be held responsible in any way for claims filed by Supplier, its employees or subcontractors for the Services.
- e. Professional Liability Insurance - Supplier shall procure and maintain professional liability insurance with a retroactive date equivalent to the Effective Date. Such coverage shall cover the Supplier's errors and/or omissions, in an amount not less than \$1,000,000 per each occurrence/\$2,000,000 aggregate on a “claims-made”

basis, and shall remain in effect for a period of one (1) year following the completion of the Services. Supplier shall be responsible for all deductibles.

- f. Umbrella/Excess Insurance - Supplier shall maintain an Excess/Umbrella insurance policy providing coverage excess of comprehensive general liability and automobile liability in an amount not less than \$5,000,000 per each occurrence/\$5,000,000 aggregate. DCSD, its officers, directors, board of education and employees shall be named as additional insureds and Supplier waives all claims of subrogation against DCSD.

14.0 INDEMNITY

Supplier agrees to indemnify, defend, and hold harmless DCSD, its elected officials, employees, representatives and agents, in their official and individual capacities, against any and all claims, damages, liability and court awards, including without limitation costs, expenses, and attorney fees, incurred as a result of any act or omission by Supplier, or its employees, agents, subcontractors, or assignees, arising out of or are in any way connected with this Agreement or any SOW. If Supplier is a public entity, then provisions hereof shall be applicable to the extent authorized by law, and not construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act as now or hereafter amended.

15.0 FORCE MAJEURE

Neither Party shall be liable for any delay or failure in performing its obligations hereunder that is due to an act of God, act of governmental body or military authority, fire, explosion, flood, epidemic, riot or civil disturbance, war, act of terrorism, sabotage, accidents, insurrections, blockades, embargoes, storms, or similar event beyond the reasonable control of the non-performing Party (“Force Majeure Event”). Notwithstanding the foregoing, Force Majeure Event expressly excludes the following: (a) any event that Supplier could reasonably have prevented by quality assurance, disaster recovery or other testing, either required to be performed pursuant to the Services, or necessary to provide the Services; and (b) any event where Supplier could have prevented a degradation of Services by implementing a reasonable work-around. Upon the occurrence of a Force Majeure Event, the Party whose performance is affected within five (5) business days shall give written notice to the other Party describing the affected performance. The Parties shall promptly confer, in good faith, to agree upon equitable and reasonable action to minimize the impact of the condition on both Parties. The Parties agree that the Party whose performance is affected shall use commercially reasonable efforts to minimize the delay caused by the Force Majeure Event and re-commence the affected performance. If a Force Majeure Event prevents, hinders or delays Supplier’s ability to perform the Services for five (5) consecutive days or more, thereby adversely impacting DCSD’s business operations, DCSD may terminate this Agreement in whole or in part immediately upon written notice.

16.0 REPRESENTATIONS AND WARRANTIES

Supplier represents and warrants that it is fully competent, experienced, and trained to provide all Services herein. Supplier represents that Supplier will perform the Services in a diligent, safe, and workmanlike manner and Supplier will use its best skill and judgment pursuant to the generally accepted standards of the profession for such Services and in accordance with DCSD's best interest.

17.0 IMMUNITIES

Notwithstanding anything herein to the contrary, no term or condition shall be deemed a waiver, express or implied, of any provision of the Colorado Governmental Immunity Act 24-10-101, *et seq.*, C.R.S., as hereafter amended.

18.0 FUND AVAILABILITY

Any and all obligations of DCSD under this Agreement or any SOW are subject to annual approval and/or budgeting and appropriation by DCSD.

19.0 WAIVERS AND AMENDMENTS

Waiver by either Party of any default hereunder by the other Party shall not be deemed a waiver of any other default. No provision of this Agreement shall be deemed waived, amended or modified by either Party, unless such waiver, amendment or modification is in writing and signed by the authorized representative of each Party.

20.0 SEVERABILITY

If any provision or any part of a provision of this Agreement shall be held invalid or unenforceable, then the remaining portions of that provision and the remainder of the Agreement shall be construed as if not containing the particular invalid or unenforceable provision or portion thereof, and the rights and obligations of each Party shall be construed and enforced accordingly.

21.0 SURVIVAL

The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive; including, without limitation, the provisions: 8.0, Audit; 9.0, Confidentiality; 10.0 Dispute Resolution; 11.0, Governing Law; 12.0, Termination; 14.0, Indemnity; 16.0, Representations and Warranties; 21.0, Survival; and 26.0, Compliance with Laws.

22.0 ASSIGNMENT

This Agreement is binding upon and inures to the benefit of the Parties and their respective

permitted successors and assigns. Neither Party may assign its rights and/or delegate its duties under this Agreement to any third party without the prior written consent of the other Party.

23.0 ENTIRE AGREEMENT; MODIFICATIONS

This Agreement together with any SOWs constitute the entire agreement between the Parties. All prior and contemporaneous agreements, representations, statements, negotiations, understandings and undertakings, whether written or oral, are superseded by this Agreement. This Agreement may be modified only in a written document signed by both Parties.

24.0 FURTHER ASSURANCE

The Parties shall execute and deliver such further documents and instruments and perform such further acts as may be reasonably required to carry out the intent and purposes of this Agreement.

25.0 JOINTLY DRAFTED; COUNSEL

This Agreement shall be deemed to have been drafted by both Parties and, in the event of a dispute, shall not be construed against either Party. Each Party acknowledges that it has had the opportunity to consult with counsel of its own choosing prior to entering into this Agreement.

26.0 COMPLIANCE WITH LAWS

Supplier shall comply with all federal, state and local laws, ordinances, rules, regulations and orders applicable to Supplier with respect to its performance of the Services, and obligations under this Agreement. DCSD will comply with all federal, state and local laws, ordinances, rules, regulations and orders applicable to DCSD with respect to its obligations under this Agreement.

27.0 NOTICES

Except as otherwise provided herein, all notices or other communications to be given or that may be given by either Party to the other shall be deemed to have been duly given when made in writing and delivered in person or when deposited in the United States mail, postage prepaid, certified, return receipt requested or sent via facsimile with confirmation of receipt, and addressed as follows:

Notice to Supplier:

Supplier Name:	V Group Inc.
Attention:	Sandeep Soman
Title:	Client Relationship Manager

Telephone:	(609) 371-5400 Ext 114
Address:	379 Princeton-Hightstown Road, Building 3, Suite 2A
City, State, Zip:	East Windsor, New Jersey-08520
Email:	cobids@vgroupinc.com

Notice to DCSD:

Name:	Douglas County School District RE-1
Attention:	Strategic Sourcing & Contract Management
Telephone:	720-433-0060
Address:	701 Prairie Hawk Drive
City, State, Zip:	Castle Rock, CO 80109
Email:	StrategicSourcing@dcsdk12.org

The notice addresses may be changed by written notice given by one Party to the other in accordance with this Section.

[Signatures Continue on Next Page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

DOUGLAS COUNTY SCHOOL DISTRICT RE-1


Signature: 

Name: Debra Jones

Title: Director of Strategic Sourcing & Contract Management

Date: Apr 24 2024

SUPPLIER

Signature: 

Name: Monika Rohilla

Title: President

Date: April 19, 2024



IT Staff Augmentation 014-24 RFP
STATEMENT OF WORK NO.: 1

1. INCORPORATION

- 1.1. This Statement of Work (“SOW”) is made as of April 9, 2024.
- 1.2. V Group Inc. (“Supplier”) hereby agrees to provide the Services set forth below subject to the terms and conditions set forth herein and in accordance with the provisions of the Master Services Agreement (the “Agreement”) dated April 9, 2024, by and between Douglas County School District RE-1 (“DCSD”), and Supplier and according to the following terms:
- 1.3. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

2. DEFINITIONS

All terms as outlined in Master Services Agreement signed April 9, 2024.

3. SOW TERM

The term of this SOW shall be from July 1, 2024, and continue through June 30, 2027, with the option to renew for two (2) one-year renewals.

4. SERVICES DESCRIPTION

Service Descriptions are to be fully described per IT Staff Augmentation, Consulting Services, and/or Recruiting Services requests by DCSD to Supplier. Each opportunity will be a different need and will require unique responses.

5. SERVICE LEVEL AGREEMENT

In the event the resource provided to DCSD pursuant to the IT Staff Augmentation request is determined to be inadequate per the initial request, DCSD has the right to terminate the resource and pay only the amount of hours to date. There will be no "return fee" or equivalent charge for termination of an inadequate resource. At the point of termination, DCSD has the right to use alternative resources to fill the position.

6. PROJECT SCHEDULE/DELIVERABLES/MILESTONES

Rates will be pursuant to Rate Card agreed to by the parties. This rate card may only be changed via mutually agreed amendment upon annual review of the contract. If Supplier fails to request a rate increase then rates currently agreed to by the parties will apply to the next consecutive year of the SOW term.

7. ACCEPTANCE CRITERIA

Contract to Hire Conversion:

During the period of performance, Supplier may invoice DCSD on a bi-weekly basis and be paid net 30 from invoice date per the Agreement terms. DCSD may hire Supplier resources directly after 90 days without paying a conversion fee.

Should DCSD hire the resource prior to 90 days, the following fee schedule below will be applied on the candidate's base annual salary.

Fee Schedule:

Days	Rate
0-30 Days	18%
31-60 Days	12%
61-90 days	6%
91 day	0%

Refund Schedule:

After DCSD hires the resource, if the candidate resigns prior to 90 days, this is the fee refund schedule from date of hire that applies to Contract-to-hire and Recruiting Services fees.

Refund Schedule:

Days	Rate
0-30 Days	18%
31-60 Days	12%
61-90 days	6%
91 day	0%

8. TASK ORDER PROCESS

In the performance of this contract:

- A. The Supplier will be issued a position requisition for services and skills required, to include a description of duties and minimum qualifications.
- B. The Supplier shall provide DCSD with resumes, hourly costs based off rate card, annual salary requirements, and fixed cost Statements of Work (SOW) when applicable.
- C. DCSD reserves the right to interview and hire potential candidates after contract term.
- D. Upon DCSD approval of the candidate(s) and/or SOW, the Supplier shall have five (5) business days to provide proof of the satisfactory background check(s), and any additional required paperwork to DCSD for the approved candidate(s).
- E. Approved candidate will have to sign the DCSD Confidentiality Agreement.

Tasks, hours, nature of work performed, and duration will be provided, to the best of DCSD's ability, at the time of request(s) for resources and based on DCSD needs.

9. PARTY'S RESPONSIBILITIES

9.1. SUPPLIER

- A. Supplier shall put forth efforts to locate qualified candidates and make recommendations to DCSD for defined positions.
- B. Supplier shall screen all applications received by the Supplier for:
 - a. Meeting or Exceeding minimum qualifications

- b. Meeting or Exceeding preferred qualifications
- C. Supplier shall check credentials and references and verify other information provided by candidates who are selected for interview, prior to on-site interviews.
- D. Supplier shall communicate via phone or in person with qualified candidates to:
- E. Ascertain the viable candidates' interest in the position.
- F. Determine special needs/considerations of candidates. (Supplier assures DCSD it will approach candidates in a fair and consistent manner).
- G. Supplier shall manage communications with applicants; provide viable candidates with information regarding the benefits of DCSD.
- H. Supplier shall recommend a selected pool of candidates to the search committee for each position for consideration. Supplier shall only recommend candidates who, upon inquiry by the Supplier, express willingness to consider the position. Supplier shall also complete reference checks and appropriate background checks on each of the recommended candidates if moved to final round for selection. Types of reference and background checks are left to the discretion of the Supplier. DCSD reserves the right to request a copy of reference checks and proof of satisfactory background check.

9.2. DCSD

- A. Update the position descriptions and notice of vacancy.
- B. Set minimum and preferred qualifications for the positions.
- C. Screen candidates presented by the Supplier.
- D. Determine interviewees.
- E. Make on-site arrangements for interviews.
- F. Make hiring decision for DCSD and negotiate salary.

10. SERVICES FEES

Service fees are pursuant to this Statement of Work. Additional fees for specific project needs may be negotiated if not otherwise outlined in the rate card referenced within this Statement of Work.

11. TERMS AND CONDITIONS

The terms and conditions of this Statement of Work shall be governed by the MSA and the Rate Card attached as Supplier's response to 014-24 RFP IT Staff Augmentation and/or pursuant to a negotiated project Statement of Work as amended and agreed by both Supplier and DCSD.

12. EXHIBITS AND SCHEDULES

The following Exhibit(s) and Schedule(s) are incorporated herein:

Attachment A: Sample Change Order (Only use if applicable)

Supplier response to RFP entitled 014-24 RFP IT Staff Augmentation is added to this Statement of Work by reference. All responses, including the rate card and documentation of 014-24 RFP IT Staff Augmentation are included via this reference.

Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall

bind the parties to the same extent as that of an original signature. This SOW may be executed in multiple counterparts, each of which shall be deemed to constitute an original but all of which together shall constitute only one document.

DOUGLAS COUNTY SCHOOL DISTRICT RE-1

By: Chris Blackman

Name: Chris Blackman

Title: Director – IT Systems

Date: Apr 24 2024

By: Debra Jones

Name: Debra Jones

Title: Director of Strategic Sourcing

Date: Apr 24 2024

SUPPLIER

By: Monika Rohilla

Name: Monika Rohilla

Title: President

Date: April 9, 2024

Attachment A
(Sample Change Order)


CHANGE ORDER FORM	
GENERAL INFORMATION	
Change Order Number: <XX>	Date Requested: <DD-MMM-YYYY>
SOW Number: <XX>	DCSD Business Owner: <Name >
Agreement Number: []	DCSD Contract Manager: <Name>
Project Name: <Name of Project>	Type of Change (check all that apply) <input type="checkbox"/> Change in scope <input type="checkbox"/> Change in implementation schedule or deliverable dates <input type="checkbox"/> Change in price or estimated budget <input type="checkbox"/> Change in roles and responsibilities <input type="checkbox"/> Change in Service Level Agreement/performance metrics
Change Requester: <Name>	
DESCRIPTION OF CHANGE	
<Enter a brief description of the change. Include any background required to understand the need and context for the change.>	
CHANGE DETAILS	
Change Item or Deliverable	<Name of document or item changing>
Change From	<Description of the item before the change>
Change To	<Description of the item after the change>
Reason/Justification for Change	<Reason and justification for making the change>
COST IMPACT	
Original Estimated Cost	<Enter \$ amount>
New Estimated Cost of change	<Enter \$ amount>
APPROVALS	
DCSD Authorized Representative	Supplier Authorized Representative
Print Name:	Print Name:
Signature:	Signature:
Title:	Title:
Date:	Date:

Document Details

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