

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into and made effective this **6th day of May, 2010** ("Effective Date") by and between Jefferson County Public Schools R-1 ("District") and **Roller and Associates, Inc.** ("Vendor") with offices located at **7500 York Street, Denver, Colorado, 80229**.

RECITALS

WHEREAS, the District seeks to purchase awarded items/services quoted on Request for Proposal (RFP) No. 22571 issued by the District.

WHEREAS, the District issued RFP No. 22571 and awarded the RFP as specified in the RFP document.

WHEREAS, the District and the Vendor desire to enter into an agreement in accordance with the terms and conditions contained herein.

AGREEMENT

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

The **Contract Documents shall be this Agreement**, the RFP No. 22571, together with the District's Proposal document in its entirety, Proposal Terms and Conditions, any Addenda, and the Proposal of the Vendor all incorporated herein by reference.

The District accepts the Proposal of the Vendor for the items, estimated quantities and estimated costs as set forth in the Proposal of the Vendor, and the Vendor at its sole risk, cost and expense agrees to furnish, supply and deliver the said item or items as ordered and to perform all necessary labor, and to undertake and complete this Agreement in accordance with the standards of the industry and the terms of this Agreement and the other contract documents.

1. **Term.** The term of this Agreement shall commence on May 1, 2010, and shall continue through April 30, 2011 unless earlier terminated as provided herein. The District reserves the right to renew and extend the executed agreement for up to four (4) additional one (1) year periods upon mutual agreement between the District and the Vendor.
2. **Extension of Credit and/or Faith.** The Vendor shall not extend the credit and/or faith of the District to any person, firm, organization, association, or corporation.
3. **Assignment.** This Agreement and each of the rights, duties, and obligations hereunder, may not be assigned or transferred, in whole or in part, without the prior written approval of the District.

4. Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement of the parties regarding the subject matter herein and supersedes all prior agreements, verbal or written, which pertain to the subject matter herein. This Agreement may be modified only by writing signed by all parties. The waiver of a breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach. No waiver shall be valid unless it is in writing and signed by the party giving the waiver.
5. Governing Law. This Agreement shall be construed and governed by the laws of the State of Colorado. In the event of litigation, jurisdiction and venue shall be in the County or District Court, County of Jefferson, Colorado.
6. Severability. If any provision of this Agreement is determined to be invalid or illegal, such provision shall be deemed automatically amended to conform to the law or if such amendment is not possible, such provision shall have no effect. In either event, the other provisions of this Agreement shall remain applicable to the parties and be given full effect.
7. Appropriations. Any and all obligations of the District under this Agreement are subject to annual budgeting and appropriation by the District.
8. Termination. Either party may terminate this Agreement in the event the other party is in default of any of its obligations hereunder; provided, however, that the non-defaulting party has given the defaulting party written notice specifying the nature of the default, and the defaulting party shall fail to cure the default within thirty (30) days of such notice.
9. Independent Contractor. The Vendor is an independent contractor, and nothing herein contained shall constitute or designate the Vendor or any of its employees or agents as agents or employees of the District. Neither party shall be construed, in any way, as a partner of joint venture with the other party. Neither the Vendor nor any agent or employees of the Vendor shall be an agent or employee of the District nor shall any of them have any authority, express or implied, to bind the District to any agreement or incur any liability attributable to the District. **The Vendor is not entitled to Unemployment Compensation or Workers' Compensation unless provided by the Vendor, and the Vendor is obligated to pay all state and federal income and other taxes on any moneys paid pursuant to this Agreement.**
10. Insurance. The vendor will be required to indemnify and hold the District harmless from suits or actions of any kind, including workers' compensation claims, brought against it for or on account of any damages or injuries received or sustained by any parties, by or from the acts of the Vendor or his agents. The Vendor will furnish copies of insurance certificates with the District included as additional insured on policies for comprehensive general liability with limits of not less than \$2,000,000 (\$2,000,000 aggregate must be maintained), combined single limit bodily injury and property damage and auto liability combined single limit \$2,000,000, \$2,000,000 aggregate must be maintained. The District must be notified by certified mail at least thirty (30) days prior to cancellation of any insurance policy. The Vendor will furnish copies of insurance certificates for statutory workers' compensation and employers' liability with limits of not less than \$1,000,000.

11. Illegal Aliens. Pursuant to Colo. Rev. Stat. § 8-17.5-101 *et. seq.*, the District cannot enter into or renew a public contract for services with a vendor/contractor who knowingly employs or contracts with an illegal alien to perform work under the contract or who knowingly contracts with a subcontractor who knowingly employs or contracts with an illegal alien to perform work under the contract.

In accordance with the mandatory provisions of Colo. Rev. Stat. § 8-17.5-101 *et. seq.*, Vendor/Contractor certifies that it has not knowingly employed or contracted with an illegal alien to perform work under this Agreement, and that the Vendor/Contractor will participate in the E-Verify Program or the Department Program [as defined in Colo. Rev. Stat. § 8-17.5-101(3.3)] in order to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement. Vendor/Contractor further certifies that it will not enter into a contract with a subcontractor who fails to certify to Vendor/Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

Vendor/Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program. Vendor/Contractor shall not use the E-Verify Program or the Department Program to undertake pre-employment screening of job applicants while the Agreement is being performed.

If Vendor/Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Vendor/Contractor shall:

- a. Notify the subcontractor and the District within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract if within three days of receiving actual notice the subcontractor does not stop employing or contracting with the illegal alien, except that Vendor/Contractor shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Vendor/Contractor shall comply with any reasonable request by the Department of Labor and Employment (hereinafter referred to as the "Department") made in the course of an investigation that the Department is undertaking pursuant to C.R.S. § 8-17.5-102(5).

If Vendor/Contractor violates the provisions of this paragraph, the District may terminate the contract for breach and Vendor/Contractor shall be liable for actual and consequential damages.

If Vendor/Contractor is a natural person eighteen years of age or older, Vendor/Contractor hereby swears or affirms under penalty of perjury that the Vendor/Contractor (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 *et seq.*, and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of this Agreement.

12. Criminal Record Verification. Vendor will be required to complete Criminal record check on all employees who work on district property for this contract. Employees who have been convicted of, pled nolo contendere to, or received a deferred sentence or deferred prosecution for a felony, or a misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children, will not be allowed to work on District property for this contract. Vendor will be responsible to adhere to any Federal, State, and Local privacy and confidentiality requirements.


13. Cost Section.


- Flat rate commission for all auctions (on-line included) - eight (8) percent.
- Transportation/organization of auction items - \$100.00 per hour, cost includes two men and one truck (not less than 20ft truck)
- Portable Restrooms - \$40.00 delivery, \$70 per month, per restroom
- Vehicle appraisals - \$50.00 per unit
- Towing service - \$60.00 hook-up and \$2.00 per mile
- Detailing service - \$100.00 per unit
- Emission testing - \$50.00 gas, \$120.00 Diesel
- Vehicle transportation to auction site - \$50.00 per driver
- Locksmith service - \$15.00 for standard key

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

Roller and Associates, Inc.

JEFFERSON COUNTY PUBLIC SCHOOLS R1

By: 
Signature
Name Dayton C. Roller
Title Vice President

By: 
Signature
Name Barbara Ruler
Title Purchasing Agent