

PERSONS RECEIVING THIS RFP MUST CALL (928) 567-8514 AND REGISTER THEMSELVES AS A BIDDER. FAILURE TO REGISTER AS A BIDDER MAY RESULT IN YOU MISSING A BID AMENDMENT, AND A MISSING BID AMENDMENT MAY RESULT IN YOUR OFFER BEING FOUND NON-RESPONSIVE.

TOWN OF CAMP VERDE



**REQUEST FOR PROPOSAL
RFP 12-02
COMMUNITY DEVELOPMENT
BUILDING DIVISION**

DANGEROUS BUILDING ABATEMENT SERVICES

**Date Issued
NOVEMBER 7, 2012**

**Proposal Due
December 3, 2012 by 5:00 pm**

**TO
Robert L. Foreman – Building Official
Town of Camp Verde
473 S. Main St. Suite 108
Camp Verde, AZ 86322
(928) 554-0060 or 567-8514
Robert.Foreman@campverde.az.gov**

REQUEST FOR PROPOSALS RFP 12-02

Sealed Proposals signed and in the original only, subject to the Request For Proposals, Provisions and Specifications, will be received at the Town of Camp Verde Community Development Office located at 473 S. Main Street, Suite 108, Camp Verde, AZ 86322 until **November 22, 2012 at 5:00 pm**, for dangerous building abatement services as described below.



The Town of Camp does not discriminate on the basis of disability in the admissions or access to, or treatment of or employment in, its programs or activities. Disability-related aids or services, including printed information in alternate formats, to enable persons with disabilities to participate in public meetings, programs, bid openings, and to deliver bid packages to the location specified herein, are available by contacting Robert L. Foreman, Building Official at (928) 567-8514 one week prior to the meeting, program, or bid opening.

DANGEROUS BUILDING ABATEMENT SERVICES

The Town of Camp Verde desires to solicit qualified proposals for the abatement of dangerous buildings upon parcels of land within the Town of Camp Verde in accordance with the terms, conditions and specifications contained herein. Contractor shall furnish to the Town of Camp Verde all qualified labor, equipment and transportation necessary to remove building(s), rubbish and other debris.

Award resulting from this RFP will be a firm fixed price contract for a two-year term contract with three one-year renewal options.

The above services and activities are described with particularity in the Request for Proposal Technical Specifications.

Proposal Process

Proposers may submit their proposals by completing the forms in **Attachment "A, Exhibits A – I**. However, proposers may elect to submit their proposal in a substitute format, if deemed necessary. At a minimum, proposals will consist of an original signed letter of transmittal, technical and cost proposals (**Attachment "A", Exhibit C**) vendor, qualifications/experience and references, **one original and three copies of the complete technical and cost proposals are required**. The original technical and cost proposal must be clearly marked and contain original signatures and must be easily reproducible on a standard copying machine. Failure to clearly mark the original and provide original signatures on the proposal submittal may result in a proposal being found non-responsive and given no consideration. The technical portion of the proposal will be weighted more heavily than the cost portion of the proposals.

Technical Proposals

Proposals without sufficient submittal data to provide a complete evaluation will not be considered. Proposals must fully address the evaluation factors, complete technical submittal, references and data to verify qualification and experience, and any exceptions. Failure to provide this data may be sufficient reason to consider the proposal submitted as non-responsive. See the Technical Specifications and

Required Data Section for specific submittal requirements. **Attachment 'B' is a draft of the Town's contract as would normally be used in this procurement.** As part of the technical proposal, vendor must evaluate the terms and conditions of the draft contract and provide any exceptions. Any exceptions taken to the RFP must be listed as a separate item in **Attachment "A", Exhibit D. entitled Exceptions to the RFP.**

Cost Proposals

Prices quoted shall remain firm for a period of 90 days following the date that proposals are due and include all costs requested on the Contract cost proposal, **Attachment "A", Exhibit C.** Sales tax must be applied and itemized only where applicable.

Contractors Qualifications/Experience

Offers will be accepted only from Contractors who have significant experience in performing the abatement services specified herein. A statement of qualification of the firm, a description of the company history and financial capability is required (**See Attachment "A", Exhibit "B"**). Proposals must include definitive information regarding the experience and qualification of the proposing firm.

References

Provide in the **Attachment "A", Exhibit "E"**, a minimum of two references whose dangerous building abatement services you have or are currently providing under contract similar to the Town of Camp Verde during the past two (2) years. References are to include: Name, Address, Contact, Title, Phone Number, and terms of contract.

Evaluation of Proposals and Negotiations

The Town of Camp Verde Community Development Director and Building Official or designees will review all proposals submitted and select the top proposal. The Town may request written clarification and/or best and final offers if questions arise. Based on the initial proposals and best and final offers if requested, the Community Development Director, Building Official or designees will select the proposal which best fulfills the Town's requirements and is deemed to offer the best values to the Town. The Town will negotiate with the vendor to determine final pricing and contract form. If the Town is not successful in negotiating a contract with the first proposer deemed to offer the best values to the Town, the Town reserves the right to terminate negotiations with such proposer and commence negotiations with the proposer deemed the second to offer the best values to the Town.

Because this proposal is negotiable, all pricing data will remain confidential until after award is made, and there will be no public opening and reading of bids. Overall responsiveness to the Request for Proposals is an important factor in the evaluation process.

Evaluation of the proposals is expected to be completed within 30 days after their receipt. The lowest price proposals will not necessarily be selected, and technical proposals will be weighed more heavily than costs to insure that the Town of Camp Verde is procuring best value versus lowest price. Accordingly, the Town of Camp Verde reserves the right to declare as non-responsive and reject any proposal in which material information is requested is not furnished or where indirect or incomplete answers or information is provided.

Evaluation Criteria

The criteria to be used in the evaluation of proposals are as follows: Priorities and Weights will be assigned to the categories listed below:

1. Overall responsiveness to the Request for Proposal. Proposals must be neat, complete, and fully address technical, cost, vendor qualification, reference, and evaluation concerns.
2. Contractor’s ability to meet the contract specifications.
3. Contractor’s demonstrated ability to meet the Town of Camp Verde contract requirements for dangerous building abatement services including contractor’s past and present abatement removal methodology as applied to the various sizes and types of projects abated by the contractor.
4. Qualification of Contractor’s work force, including the number and type of service equipment, degree of employee training and experience.
5. References.
6. Cost.

Cost: Proposals will be evaluated on quality of performance of contractor’s demonstrated ability to meet or exceed the contract requirements, not just low price. Total contract cost will be based on contract unit price applied against the number and type of buildings abated and hourly work performed from previous contract.

ESTIMATED SCHEDULE

| | |
|-------------------------------------|-------------------------------|
| November 7, 2012 | Date Issued |
| December 3, 2012 by 5:00 pm | Proposals Due |
| December 4 – December 5, 2012 | Proposal Evaluation |
| December 6, 2012 – December 7, 2013 | Vendor Interviews (if needed) |
| December 10, 2012 | Anticipated Award |

VENDOR INQUIRIES

For information concerning RFP procedures and regulations (i.e., submission deadline, forms required, etc.) interested parties may contact:

Robert L. Foreman – Building Official
Town of Camp Verde
473 S. Main Street Ste., 108
Camp Verde, AZ 86322
(928) 554-0060 or 567-8514 Voice
(928) 567-7401 Fax
robert.foreman@campverde.az.gov

Scope of Work

To supply all labor, materials and equipment necessary to remove buildings and other debris as designated by the Town of Camp Verde. The designated building(s) will be specified by the Town of Camp Verde on an on-going basis.

The abatement of buildings will include the disconnection and capping of all utilities complete removal of buildings and possible accessory structures, removal of all associated

debris from the site, notification of ADEQ for all commercial building abatement, identification and abatement of any asbestos, returning the building site to a safe condition, and possible grading to prevent excessive runoff of water or storm water pollution to adjacent properties.

Work will be started on specific buildings and in order of priority and public nuisance and hazard according to the Town Administrative Building Code, Chapter seven (7), Town Code and health and safety hazards as determined by the Town of Camp Verde.

The contract shall be non-exclusive and the Town of Camp Verde expressly reserves the right to contract with other contractors to abate dangerous buildings and/or refuse under special assignment proceedings or otherwise if required.

Location

The property upon which abatement work shall be done consists of commercial or private property, vacant or otherwise, upon which a building has been deemed dangerous. Contractors shall coordinate with the Town of Camp Verde on location(s) and date(s) of requested abatement. Maps and locations will be furnished at the time of assignment. It will be the intent of the Town of Camp Verde to combine, whenever possible, work locations which are in close proximity if possible.

Notification Procedure

Property owners will be notified by the Town of Camp Verde that they will have to abate their property. The contractor will be notified as well in preparation for abatement procedures. Should contractor fail to proceed when notified, the contract may be cancelled.

The Town of Camp Verde will give the contractor a written start work order and the approved date to start work. No work will be started on any building without this written work order. The approval to start work on specified buildings is automatically cancelled if work is not started within five (5) days of the approved starting date. No payment will be made for abatement work on any building unless the above conditions are met.

Equipment

The Contractor shall provide adequate equipment suitable to meet the requirements of this contract and shall be approved by the Town of Camp Verde. Equipment to be used for abatement services shall be listed on **Attachment "A: Exhibit I**.

Debris Removal

The Contractor shall be responsible for the removal and disposal of all debris/refuse related to the removal and demolition of a dangerous building. Large amounts of debris/refuse and/or unknown materials will be immediately brought to the attention of the Town of Camp Verde prior to removal.

If locations require trimming of tree branches, all debris may be chipped and left on site upon approval of the Town of Camp Verde.

Contract Pricing

Prospective contractors shall submit a price for the abatement of dangerous buildings in each size category. The size categories shown are estimated only, and were determined from the best information available.

***NOTE:** The Town of Camp Verde does not guarantee any minimum or maximum size or quantity of buildings which are to be serviced and may increase or decrease said amounts as deemed necessary to meet its needs on a case by case basis.*

The Town of Camp Verde reserves the right to require the contractor to provide the Town with written estimates on individual buildings. Written estimates shall be provided within 48 hours of a request, and shall be at no additional charge to the Town. Town Holidays are not counted in the 48 hour written estimate return period.

Invoice Submittal

Invoices shall be submitted with the following information:

- Date
- Parcel number
- Location
- Type of work completed
- Total Charge

***NOTE: Emergency Abatement Services** – Invoices shall be submitted to the Town of Camp Verde Community Development Department/Building Division within 10 days of completion.*

Qualification of Contractor: Contractors must demonstrate their ability to possess and/or acquisition and maintain the necessary equipment required to adequately perform the services specified herein. The Town of Camp Verde shall be the sole judge in the determination of these matters. Contractors shall agree to fully comply with all Town of Camp Verde, State and Federal laws, regulation and ordinances governing performance of the contract awarded. It will be the responsibility of the contractor to obtain any and all necessary permits, and/or clearances necessary for completion of the contract and maintain proper Contractors Licensing.

***NOTE:** The successful Contractor must obtain/maintain a current Business License issued by the Town and provide the Town a Certificate of Liability Insurance covering the Town in accordance with the Town requirements once the contract has been awarded.*

Workmanship, Material & Equipment: The Contractor shall furnish all labor, materials, parts and equipment for satisfactory contract performance. When not specifically identified in the specification, such materials, parts and equipment shall be of a suitable type and grade for the purpose.

Inspection and Acceptance of Work

The Town of Camp Verde Building Official or designee will act as Town technical representative for the purpose of surveillance, inspection and acceptance of all services performed under this contract.

Qualification of Employees

The Town of Camp Verde may require dismissal from Town work those employees who are deemed to be incompetent, careless or otherwise objectionable to the public interest.

Work Orders

Work orders will be placed against this contract by the Town of Camp Verde personnel. Contractor will be required to complete all abatement assignments within thirty (30) days after receipt of work order unless otherwise agreed upon between the Town of Camp Verde and Contractor.

Preservation of Property

All improvements, outside of the scope of work, which are injured, removed or destroyed by reasons of the contractor's operations shall be replaced in kind or restored to a condition as good as when the contractor entered upon the work, all at the contractor's expense. Full compensation for conforming to the provisions of this article shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefore.

Hindrances and Delays

The contractor expressly agrees that the service schedule named in the contract includes allowances for all hindrances or delays incident to the work. No claim shall be made by the contractor for hindrances or delays from any cause during the progress of the work, except as provided under "Suspension of Work".

Signage

No business signs will be allowed on the job site or adjacent roadway(s) without permission of the Town of Camp Verde.

Smoking/Alcohol/Drugs

No smoking, alcohol or drugs is allowed on the job sites.

Clean Up

Before acceptance by the Town of the work completed by the Contractor, the contractor shall clean the work site and all grounds occupied by him/her in connection with the work, of all rubbish, excess materials and temporary equipment, and all parts of the work shall be left in a neat and presentable condition. Full compensation for cleaning up as herein specified shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefore.

GENERAL PROVISIONS

Proposals

- Contractors are required to submit a proposal on **all** bid items. Proposal submittals which do not have all items bid will not be considered.
- Unless prices and all information requested are complete, proposal may be disregarded and given no consideration.
- This Request for Proposals shall result in a firm, fixed price contract.
- In case of default by the contractor, the Town of Camp Verde may procure the services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract and the actual cost thereof to the Town of Camp Verde. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Community Development Director or Building Official.
- All prices and proposals must be in ink or typewritten. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing the proposal.
- All proposals must be signed with the firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

Submission of Proposals

- Each proposal must be submitted on the prescribed form in a sealed envelope with a proposal number, closing date and time on the outside.
- Information must be furnished complete in compliance with the terms, conditions, provisions and specification of the Request for Proposals. The information requested and the manner of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. Accordingly, the Town of Camp Verde reserves the right to declare as non-responsive and reject any proposal in which material information requested is not furnished or where indirect or incomplete answers or information is provided.
- Proposals and modifications or corrections thereof received after the closing time specified will not be considered.
- Proposals shall be for the total net price including all applicable taxes and charges.
- No telegraphic, telephone, facsimile or electronic mail of proposals will be accepted. If a photocopy is submitted, it must be signed in original, in ink.

Local Vendor Preference

A one percent (1%) preference shall be granted to local contractors. A local contractor is defined as a business entity with its principal place of business located within the Town of Camp Verde town limits. **To qualify for the preference, local contractors must submit proof of the address of its principal place of business and a copy of their current Town of Camp Verde Business License.** Proof of address is normally the address to which contracts and payments will be sent. Copies of current Town of Camp Verde Business License must be submitted with each proposal for which a preference is claimed. The total amount of preference granted in a single proposal shall not exceed \$5,000.00. Local preference only applies to the procurement of material, supplies, equipment, or services that are subject to the

Town's transaction privilege taxes, and will not apply to proposals conducted cooperatively with other public agencies nor when prohibited by the terms of a Federal, State or private grant of funds.

Proposal Postponement and Amendment

The Town of Camp Verde reserves the right to revise or amend the specifications up to the time set for opening of proposals. Such revisions and amendments, if any, shall be announced by amendments to this solicitation. Copies of such amendments shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the Town of Camp Verde's Request for Proposals list for this service or who have obtained his/her documents subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of proposals may be postponed by such number of days as in the opinion of the Town of Camp Verde shall enable contractors to revise their proposals. In any case, the proposal opening shall be at least five working days after the last amendment; and the amendment shall include an announcement of the new date, if applicable, of the opening of proposals.

Single Proposal Response

If only one proposal is received in response to the Request for Proposals, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

Proposal Withdrawal

After the proposals are opened, proposals may not be withdrawn for ninety (90) calendar days. Prior to the date/time set for the proposal opening, however, proposals may be modified or withdrawn by the contractor's authorized representative in person, or by written notice. If proposals are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the proposal. Written notices shall be received in the office indicated on the **Designated Contact** page (Attachment "A", Exhibit "H") of this Request for Proposals no later than the exact date/time for the proposal opening. A written modification or withdrawal received in the designated office no later than the date/time set for the proposal opening shall be considered.

Estimated Quantities

The quantities shown in the Request for Proposals are an estimate only. Since the exact quantities cannot be predetermined, the Town of Camp Verde reserves the right to adjust quantities as deemed necessary to meet its requirements.

Contractor Investigation

Before submitting a proposal, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Town of Camp Verde upon which the contractor will rely. If the contractor receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation. ***(NOTE: Refer to Special Provisions Section and/or Minimum Specifications for any additional terms and conditions)***

Competency of Contractors

No proposal will be accepted from or contract awarded to a contractor who is not licensed in accordance with the law, who does not hold a license qualifying him/her to perform work under this contract, to whom a proposal form has not been provided and who has not successfully performed on projects of similar character and scope. The contractor may be required, before the award of any contract, to show, to the complete satisfaction of the Town of Camp Verde, that it has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory manner. Generally, contractor history and references are required at a minimum. The Town of Camp Verde may make reasonable investigations deemed necessary and proper to determine the ability of a contractor to perform the work, and the contractor shall furnish the Town of Camp Verde all information requested for this purpose. *(NOTE: Refer to Special Provisions Section and/or Minimum Specifications for any additional terms and conditions.)*

Award

The Town of Camp Verde reserves the right to accept proposals on individual items listed, on group items, or on the proposal as a whole; to reject any and all proposals; to waive any informality in the proposals; and to accept the proposal that appears to be in the best interest of the Town of Camp Verde. The Town of Camp Verde intends to award all bid items to a single contractor.

In determining and evaluating the best proposal, the prices will not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant factors. Contractors shall be required to provide the information requested under Work Performance History Capability in the Required Data Section. This information will be a critical part of the proposal evaluation and award. Failure to provide this information may be sufficient reason to declare the proposal non-responsive. The Community Development Director and Building Official shall be the sole judge in the determination of these matters

Notice of contract award, if the contract is awarded, will be made within ninety (90) days of opening proposals to the lowest responsive and responsible contractor, whose proposal complies with all the requirements in the Request for Proposals. Contractor shall agree to sign within ten (10) days of award a contract as approved by the Town of Camp Verde. Town of Camp Verde Draft Contract is attached as Attachment "B".

Contractor shall submit to the Town of Camp Verde, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Insurance as referenced in **Contract, Attachment "B"** of the Request for Proposals.

The Contractor shall not commence work under the terms and conditions of the contract until all Certificates of Insurance have been approved by the Town of Camp Verde and he/she has received notice to proceed in writing and an executed copy of the contract from the Town of Camp Verde.

Non-Collusion Affidavit

The contractor declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited any other contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the contractor has not any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the proposal price of the contractor or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the contractor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

NOTE: It is the intent of the provision described below to inform prospective contractors that the Town of Camp Verde will expect the successful contractor to use, whenever possible, recycled and/or recyclable products during the performance of the contract. (NOTE: Refer to Special Provisions Section and/or Minimum Specification for any additional terms and conditions.)

Proposal Contents

This proposal consists of the Request for Proposals, Proposal, Provisions, Specifications, Attachments and other terms and conditions as are attached or incorporated by reference in the schedule of the Request for Proposals.

Attachment "A"

Proposal Submittal Forms

List of Forms

Exhibit A – Letter of Transmittal

Exhibit B – Statement of Qualifications

Exhibit C – Contract Cost Proposal

Exhibit D – Exceptions to the Specifications

Exhibit E – References

Exhibit F – Financial Capability

Exhibit G – Subcontractors

Exhibit H – Designated Contact Persons

Exhibit I – Equipment List

Dangerous Building(s)
Abatement Services

Town of Camp Verde

RFP 12-02
Attachment "A"

Exhibit "A"
Letter of Transmittal

DATE: _____ **2012**

Business Name and Address

NAME AND TITLE OF PERSON(S) AUTHORIZED TO CONTRACTUALLY OBLIGATE THE PROPOSING ORGANIZATION:

Print Name: _____

Title: _____

Signature: _____

Print Name: _____

Title: _____

Signature: _____

By my signature above, I hereby acknowledge that the attached proposal is considered firm for a period of ninety (90) days after the due date for receipt of proposal or receipt of the last best and final offer.

Town of Camp Verde

RFP 12-02
Attachment "A"

Exhibit "C"
Contract Cost Proposal

The quantities shown in the Request for Proposals are an estimate only and will be used for evaluation purposes only. Since the exact quantities cannot be predetermined, the Town of Camp Verde reserves the right to adjust quantities as deemed necessary to meet its requirements.

| <u>Size of Building</u> | <u>Quantity</u> | <u>Price/Building</u> |
|--|------------------------|------------------------------|
| 0 – 1,500 sq. ft. Residential | One | \$_____ |
| 0 – 1,500 Sq. Ft. Commercial | One | \$_____ |
| 1,501 – 2,500 Sq. Ft. Residential | One | \$_____ |
| 1,501 – 2,500 Sq. Ft. Commercial | One | \$_____ |
| 2,501 – 3,500 Sq. Ft. Residential | One | \$_____ |
| 2,501 – 3,500 Sq. Ft. Commercial | One | \$_____ |
| Cost per each additional. 1,000 Sq. Ft. Residential | | \$_____ |
| Cost per each additional 1,000 Sq. Ft. Commercial | | \$_____ |
| Hand Labor – Weed Eater | | \$_____ Price per Hour |
| Equipment Operator | | \$_____ Price per Hour |
| Manual Labor – Debris/Rubbish Removal by Hand | | \$_____ Price per Hour |

**Dangerous Building(s)
Abatement Services**

Town of Camp Verde

**RFP 12-02
Attachment "A"**

**Exhibit "E"
References**

Contractors shall provide the name, locations and narrative statement on the work performed for a minimum of two (2) comparable contracts during the past two (2) years. A short resume on the general history and experience of the contractor's organization shall be provided along with a statement of financial resources indicating the ability to maintain an adequate staff, equipment capable of complete and satisfactory support and performance of the contract.

1. Account Name: _____
Address: _____
Phone Number: _____
Number of years serving this account: _____

2. Account Name: _____
Address: _____
Phone Number: _____
Number of years servicing this account: _____

3. Account Name: _____
Address: _____
Phone Number: _____
Number of years servicing this account: _____

4. Account Name: _____
Address: _____
Phone Number: _____
Number of years servicing this account: _____

**Dangerous Building(s)
Abatement Services**

**Town of Camp Verde
Attachment "A"**

RFP 12-02

Exhibit "G"

Subcontractors: A subcontractor is any entity, not a direct employee of the prime contractor, which performs any work on the project in excess of one-half of one percent (.5%) of the prime contractor's total bid. The contractor submits herewith a list of subcontractors whom he proposes to employ on the work with proper firm name, business address of each and license information.

1. Trade: _____

Subcontractor's Company/Address/Phone/Contractors License

Project Contact/Phone: _____

2. Trade: _____

Subcontractor's Company/Address/Phone/Contractors License

Project Contact/Phone: _____

3. Trade: _____

Subcontractor's Company/Address/Phone/Contractors License

Project Contact/Phone: _____

**Dangerous Building(s)
Abatement Services**

Town of Camp Verde

**RFP 12-02
Attachment "A"**

Exhibit "H"

Designated Contact: Contractor is required to indicate in the space provided below the designated contact individuals name and address as requested under Notification in the General Provisions Section of the Request for Proposal.

Town of Camp Verde
Community Development
Mr. Robert L. Foreman – Building Official
473 S. Main Street, Suite 108
Camp Verde, AZ 86322
(928) 554-0061 or 567-8514 Voice
(928) 567-7401 Fax
robert.foreman@campverde.az.gov

Contractor



CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, by and between the **TOWN OF CAMP VERDE**, Yavapai County, State of Arizona, acting herein by and through its Mayor and Common Council, party of the first part, hereinafter designated the **Responsible Jurisdiction**, and _____, party of the second part, hereinafter designated the **CONTRACTOR**.

WITNESSETH: That the said Contractor, by these presents does covenant, contract and agree with the said Responsible Jurisdiction, for and in consideration for the payments made, as provided for in the case by case Specifications and Scope for individual abatements of Town Defined Nuisances, to the Contractor by the said Responsible Jurisdiction at his proper cost and expense as estimated in the attached job cost listing and to do all the work and to furnish all tools, equipment and labor called for by this agreement free from all claims, liens, and charges whatsoever, in the manner and under the conditions specified on a case by case basis, that are necessary for the abatement of nuisances as determined by the Town Community Development Director. The work done and equipment furnished shall be strictly pursuant to and in conformity with the Specifications and Scope of Work for each individual nuisance abatement. The said Specifications and Scope of Work prepared by the Community Development Director, or his designated representative, are to limit the work to be done to only those items listed in a supplementary quote and scope of work specification form. The undersigned has, or will obtain, a Camp Verde business license prior to execution of the contract, and further, will ensure all subcontractors have a Camp Verde business license before beginning any work.

Each "Quote and Scope of Work Specification Form" shall be completed and executed by both the Community Development Director and the **Contractor** for each abatement project assigned to the **Contractor** and considered as being a part of the Town's official contract documents and are hereby understood to be a part of this contract.

It is further covenanted and agreed that the work shall be executed under the direction and supervision of the Community Development Director or his properly authorized agents, on whose inspection all work shall be accepted or rejected. The said Community Development Director shall have full power to reject or condemn all materials furnished or work performed under this Contract, which do not conform to the terms and conditions herein expressed.

In the event said Community Development Director exercises his right to reject work and the deficiency is not corrected, a notice of noncompliance shall be issued to the contractor. Payment may be withheld because of defective work not remedied. All claims or disputes arising

out of this Contract or the breach of it may be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

Insurance Requirements

The Contractor agrees to procure and maintain, at Contractor's sole expense, and to provide the following:

1. Certificate of Insurance for a Commercial General Liability Insurance Policy with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate against claims for bodily injury, death and property damage which may arise out of the nature of the work or from operations under this contract and names the Town of Camp Verde, AZ as an additional insured (with corresponding endorsement relative to the additionally insured indemnification) in connection with the contracting services as provided herein.
2. Certificate of Insurance showing workers' compensation coverage. Coverage includes Statutory, plus Coverage A: Each Accident, B: Each Employee and C: Disease, Each \$1,000,000. **Exception:** sign a waiver provided by the Town relative to being a sole proprietorship without any employees.
3. Commercial Automobile Liability: If you are driving for the Town – beyond your commute to our facilities, the contractor shall procure, and maintain, at contractor's sole expense, until the completion of the contract, coverage for any auto, including non-owned and hired autos, with a combined single limit of \$1,000,000 per occurrence (each accident) and names the Town of Camp Verde, AZ as an additional insured (with corresponding endorsement relative to the additionally insured indemnification) in connection with the contracting services as provided herein.
4. All carriers shall be approved to write insurance in the State of Arizona and possess an A- or better A.M. Best rating.
5. With the execution of this Agreement, Contractor shall simultaneously furnish to the Town of Camp Verde any original Certificates of Insurance and corresponding endorsement(s) evidencing the required coverage to be in force on the date of this Agreement establishing that the contractor and all subcontractors have complied with insurance requirements previously stated.
6. The Contractor shall keep said policies in force for the duration of the Agreement and for any possible extension thereof. The policy shall not be suspended, voided canceled or reduced in coverage for the duration of the Agreement and for any possible extension thereof without at least thirty (30) days' notice of cancellation of material change in coverage.
7. Such notice shall be sent, by the Contractor, directly to Town of Camp Verde, 473 S. Main Street, Ste. 102, Camp Verde, AZ 86322 or fax'd to 928.567.8291, or by e-mail to carol.brown@campverde.az.gov, Attn: Risk Manager. Additionally, any renewal Certificates of Insurance and corresponding endorsement(s) evidencing the required coverage (if coverage has an expiration or renewal dates occurring during the term of this Agreement) may be sent to the above address, fax or e-mail.
8. The receipt of any Certificate of Insurance and endorsement does not constitute an agreement by the Town of Camp Verde that insurance requirements have been met.

9. Failure of Contractor to obtain Certificates or other insurance evidence from other Contractors shall not be deemed a waiver by the Town of Camp Verde.
10. The Contractor's liability under this Agreement is not in any way limited by the insurance required by this Agreement.
11. Failure to comply with insurance requirements may be regarded as a breach of the Agreement terms.

Indemnity

Contractor agrees, to the fullest extent permitted by law, to indemnify, defend, save and hold harmless the Town of Camp Verde, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against the Town of Camp Verde, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the Town of Camp Verde.

If contractor is a sole proprietor – they can opt out of Workers' Compensation portion of the Insurance. A waiver must be obtained and completed. The completed form must be returned to the Community Development Director.

This Contract is subject to cancellation pursuant to A.R.S. §38-511.

In return for the performance of this Contract by the Contractor, the Town agrees to pay the amount **PER THE PROPOSAL (including all applicable taxes)** through a payment schedule as described in the Contract documents and as may be modified and executed by change orders and by final quantities.

Compliance with Federal and State Laws:

The Contractor understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The Contractor must also comply with A.R.S. § 34-301, as amended, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirement for Employees".

Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to the Town that the Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigrations laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of the Contract and shall subject the Contractor to penalties up to and including terminations of this Contract at the sole discretion of the Town.

The Town retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any such inspections.

The Town may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of the Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any random verifications performed.

Neither the Contractor nor any of Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that is has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

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IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed as original thereof, have been duly executed by the parties named, on the date and year first herein written.

Town of Camp Verde:

Contractor:

By: _____
Mayor

By: _____
President/Owner

APPROVED AS TO FORM:

Contractors License No.

Town Attorney

Secretary

ATTEST:

The Mayor and Council approved this contract for execution at their regular session of _____
_____.

Town Clerk

The contract was reviewed and delivered, as signed by the Town, to the Contractor

on _____, 2012 by _____.