



Request for **Energy Saving Services**
For the
Town of Camp Verde
Camp Verde, Arizona

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Project Number: **16-119**

Project Title: **Energy Services**

Advertisement Date: **CV Journal and Bugle October 5, 2016**

Final Date for Inquiries: **October 21th, 2016**

Due Date & Time: **October 24th, 2016 @ 4 pm**

Target Award Date: **November 2nd, 2016**

Anticipated Agreement Start Date: **November 14th, 2016**

Town Representatives:

Deliver Statements to:
Town Manager
Town of Camp Verde
473 South Main Street, Suite 102
Camp Verde, AZ 86322



REQUEST FOR QUALIFICATIONS

The Town is seeking a broad range of services and capital improvements in order to reduce the consumption and related costs of energy use at specified Town facilities. Should the Town engage with the contractor on proposed services, the process may provide a financing mechanism for cost that is paid back in the terms of the agreement with energy savings. Following are some, but not limited to, energy savings service requirements:

- i. Incurs no initial capital costs for walk-through energy savings audit;
- ii. Achieves significant long term savings;
- iii. Achieves a guarantee of energy savings exceeding the cost of implementation;
- iv. Energy Savings Projects pay for themselves with fifteen years or less;
- v. Achieves consistent levels of occupant comfort and building functionality;
- vi. Allows for changes in use and occupancy relative to the operation of the building;
- vii. Capitalizes on environmental benefits that may accrue as a direct result of energy savings such as recycling, environmental protection, hazardous waste disposal, etc.
- viii. Energy Savings Projects shall be permitted by the Town and provide construction administration by a registered architect and/or engineer with that discipline of the State of Arizona.

Selected companies objective is to provide energy savings initiatives of installation and implementation of improvements which will provide the greatest possible energy cost savings. Essential service is to provide recommendations of multiple improvements/plans that will reduce consumption, upgrade energy related equipment, improve building operations and maintenance, save cost through fuel alternatives, utility rate negotiations and improve energy demand management. The Town currently has adopted 2012 IBC and related codes.

SCOPE OF SERVICES

CONSULTANT shall provide those services set forth herein and under the following terms and conditions included herein.

The conduct and control of work under this Agreement lies solely with CONSULTANT, and the TOWN is interested only in final results to be achieved. The TOWN shall be permitted to retain other CONSULTANTS performing the same or similar tasks, and CONSULTANT shall be permitted to provide services to other parties, consistent with CONSULTANT'S obligation to complete the services undertaken pursuant to the terms of this Agreement and consistent with CONSULTANT'S ethical obligations.

All reports and other work products produced by CONSULTANT, as a part of the services rendered under this Agreement shall be provided to and be the sole property of the TOWN. CONSULTANT shall not release such work product or other information obtained or produced pursuant to this Agreement without the prior written consent of the TOWN.

The parties agree to comply with Arizona Executive Order 99-4, prohibiting discrimination in employment by government Consultants, to the extent applicable to this Agreement.

CONSULTANT agrees to attend all Town Council meetings at the request of the Town Council or staff as related to the services for the TOWN and the terms and conditions of this Agreement.

All books, accounts, reports, files and other records relating to this Agreement shall be maintained and shall be subject at a reasonable time to inspection and audit by the TOWN for five (5) years after completion of this Agreement. Such records shall be produced by a place designated by the TOWN, upon reasonable notice to the CONSULTANT.

The successful CONSULTANT shall be able to provide, as requested, the following Services:

1. Provide an Energy Performance Audit(s) of viable facilities as identified;
2. Provide an Investment Grade Audit(s) signed and sealed by a professional technical engineer registered in the State of Arizona specializing in Energy Management;
3. The cost estimate for each final proposed project must be comprehensive of all associated costs including design, engineering, construction documents, project management, installation, maintenance repairs and financial services (if applicable).

Energy Performance Audit Requirements - shall include the following at a minimum:

1. Be capable of providing justification of need for energy saving improvements;
2. Identification of need should include the scope of the project, address, age, use and occupancy of the facilities;
3. Identify existing equipment condition and life expectancy;
4. Schedule walk through inspection to determine project analysis for feasibility of energy saving improvements;
5. Provide detailed Preliminary Energy Audit of acceptable quality, verifying the savings projection of the recommended improvements;
6. Based on the preliminary audits, the Town shall decide whether there is sufficient savings to warrant an Investment Grade Audit and shall make the decision to proceed;
7. The Town may engage a third party specializing in Energy Management to review the audit and provide independent verification;

Investment Grade Audit – shall include the following at a minimum:

1. Assumptions, baselines, current and future projections in the best interest of the Town;
2. Building, facilities and equipment descriptions, including current age of equipment;
3. Projections and assumptions of current and future energy consumption for the buildings which factor in changes in building use, occupancy and overall operation on a percentage basis. Such calculations will be made and can be adjusted if the buildings use and occupancy changes;
4. Analysis methods and calculations;
5. Proposed scope and cost with well-defined cost savings methods;

6. Estimated cost of existing items to be replaced with cost saving items with quoted price of replacement goods and services detailed and all inclusive;
7. Subcontractors shall be competitively quoted during the Investment Grade Audit with references provided with the estimates of work to be performed under a Project Scope of Work.

Facilities List (current list, may be amended by Town)

- Wastewater Treatment Facilities
- Community Park(s)
- Town Hall Complex
- Marshal's Office
- Streets Yard
- Library
- Swimming Pool/Skate Park
- Senior Center
- Archeology Center (Town Building)

STATEMENT REQUIREMENTS

1. Preparation/Submission of Statement. Vendors are invited to participate in the competitive selection process for the Services outlined in this RFQ. Responding parties shall review their Statement submissions to ensure the following requirements are met.
 - a. Interested parties must submit **one (1) unbound original** and **five (5) bound** (six (6) total submittals) of the Statement.
 - b. The Statement shall be submitted with a cover letter with an original ink signature by a person authorized to bind the Vendor. Any erasures, interlineations, or other modifications in the Statement shall be initialed in original ink by the authorized person signing the Statement.
 - c. The Statements shall be a maximum of **twenty (20)** pages, single-spaced with text on one side only to address the RFP criteria (excluding resumes and the Vendor Information Form, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs and diagrams). Each page side (maximum 8 ½” x 11”) with criteria information shall be counted. However, one page may be substituted with an 11” x 17” sheet of paper, folded to 8 ½” x 11”, showing a proposed project schedule or organizational chart and only having criteria information on one side. Cover letter, cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or RFP criteria responses. The minimum allowable font for the Statement is **10 pt.**
 - d. All vendors shall (i) examine the entire RFP, (ii) seek clarification of any item or requirement that may not be clear, (iii) check all responses for accuracy before submitting a Statement and (iv) submit the entire Statement by the official Due Date and Time. Negligence in preparing a Statement confers no right of withdrawal after the Statement Due Date and Time.
 - e. All Statements shall be sealed and clearly marked with the RFP title and number, **Energy Savings Services (16-119)**. A return address must also appear on the outside of the sealed Statement. The Town is not responsible for the pre-opening of, or the failure to open, any Statements not properly addressed or identified.
 - f. All Statements shall be directed to the following address: Town Manager, 473 S. Main Street, Suite #102, Camp Verde, Arizona, 86322, or hand-delivered to the Town Manager’s Office by the Due Date and Time indicated on the cover page of this RFP.
 - g. Telegraphic (facsimile), electronic (email) or mailgram Statements will not be considered.
 - h. Periods of time, stated as number of days, shall be calendar days.
2. Irregular or Non-responsive Statements. The Town will consider as “irregular” or “non-responsive” and reserves the right to reject any Statement not prepared and submitted in

accordance with this RFP, or any Statement lacking sufficient information to enable the Town to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection.

3. Inquiries. Any question related to the RFP shall be directed to the Town Representative(s) whose name appears on the cover page of this RFP; the Town will not respond to any questions submitted later than the final date for inquiries. Questions shall be submitted in writing by the date indicated on the cover page of this RFP. Any correspondence related to the RFP shall refer to the title and number, page and paragraph. However, if mailed, the Vendor shall not place the RFP number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Statement and may not be opened until after the Due Date and Time. Any interpretations or corrections of this RFP will be made only by addenda duly approved and issued by the Town. The Town will not be responsible for any other explanations or interpretations of the RFP.
4. Addenda. It shall be the Vendor's responsibility to check for addenda issued to this RFP. Any addendum issued by the Town with respect to this RFP will be available at:

Town Manager's Office
473 S. Main Street, Suite 102
Camp Verde, AZ 86322
5. Late Statements. Late Statements will not be considered, except as provided by the Town Procurement Code. A Vendor submitting a late Statement shall be so notified.
6. Withdrawal of Statement. At any time prior to the specified Due Date and Time, a Vendor (or designated representative) may withdraw its Statement. Facsimile, electronic (email) or mailgram Statement withdrawals will not be considered.
7. Amendment of Statement. At any time prior to the specified Due Date and Time, a Vendor (or designated representative) may amend its Statement. Facsimile, electronic (email) or mailgram Statement amendments will not be considered.
8. Cost of Statement Preparation. The Town does not reimburse the cost of developing, presenting or providing any response to this solicitation. Statements submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in responding to this RFP. All materials and documents submitted in response to this RFP become the property of the Town and will not be returned.
9. Offer. A Statement is an offer to contract with the Town based upon the terms, conditions and specifications contained in this RFP and the Vendor's responsive Statement, unless any of the terms, conditions, or specifications is modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed, and the Town Council has approved, a professional services agreement between the Town and the Vendor in a form acceptable to the Town Attorney. A sample Professional Service Agreement is included herein.

10. Public Record. All Statements shall become the property of the Town and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the Town's Procurement Code.

11. Confidential Information.

- a. If a Vendor believes that an RFP or protest contains information that should be withheld from the public record, a statement advising the Town Representative of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the Vendor as confidential shall not be disclosed until the Town Representative makes a written determination.
- c. The Town Representative shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the Town Representative determines to disclose the information, the Town Representative shall inform the Vendor in writing of such determination.

12. Vendor Licensing and Registration. Prior to the award of the Professional Services Agreement, the successful Vendor shall (a) be licensed with the Arizona Corporation Commission to do business in Arizona and (b) have a completed Request for Vendor Number on file with the Town Finance Department. The Vendor shall provide licensure information with the Statement. Corporations and partnerships shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

13. Certification. By submitting a Statement, the Vendor certifies:

- a. The submission of the Statement did not involve collusion or other anti-competitive practices.
- b. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
- c. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a Town employee, officer or agent in connection with the submitted Statement. Failure to sign the Statement, or signing it with a false statement, shall void the submitted Statement and any resulting Agreement.
- d. It (including the Firm's employees, representatives, agents, lobbyists, attorneys and subcontractors) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the Town Manager, Department Heads and other staff. All contact must be addressed as set forth in Section 3, Inquiries, above.
- e. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Professional Service Agreement including the Scope of Work and other Exhibits.

14. Protests. Any proposer may protest this RFP issued by the Town, the proposed award of a Professional Services Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the Town Procurement Code.

Statement Format; Scoring

The Town will conduct the selection process according to the schedule on the cover page of this RFP. Upon receipt of a Statement, each submittal will be reviewed for compliance with the Statement requirements. Statements shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements may result in a determination that the Statement is non-responsive. Additionally, the Statement will be scored and points awarded based upon the scoring criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria and not the minimum number that may be awarded.

Section 1: General Information

- a. One page cover letter as described in Section III, 1(b).
- b. Provide a general description of the Firm that is proposing to provide the required services, including the number of years in business.
- c. Explain the legal organization of the Firm. Provide identification information of the Firm. Include the legal name, address, identification number and legal form of the Firm (e.g., partnership, corporation, joint venture, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If the Firm is a wholly owned subsidiary of another company, identify the parent company. Provide the name, address and telephone number of the person to contact concerning the Statement.
- d. Identify the location of the Firm's principal office and the local work office, if different.
- e. List Arizona professional registrations and contractor licenses held by the Firm and key personnel that will be assigned to this contract.
- f. Identify at least three contracts of similar nature which the Firm currently holds or has held in the past three years. For each contract identified, provide (i) description of the contract and (ii) contract reference information.
- g. Provide a description of other projects of a similar nature that the Firm's organization has been involved in within the last three years. The Firm shall provide a list of at least three other municipalities or organizations of a similar size to the Town in which work has been performed. This list shall include, at a minimum, the following:
 - Name of company or organization
 - Contact name
 - Contact address, telephone number and email address

- Type of services provided

The above information must be current, as this will be used to verify references. Inability of the Town to verify references may result in the Firm's disqualification.

Section 2: Key Personnel Experience

- a. Provide an organizational chart showing key personnel to be involved in this project.
- b. For each key person identified, list at least two comparable contracts in which they have played a primary role. Provide:
 - Description of the contract.
 - Role of the individual employee.
 - Contract owner reference information.

Section 3: Project Understanding and Approach

- a. Provide a brief summary of the project indicating the Firm's understanding of this Project. Include a sample proposed schedule of services as it relates to the Scope of Work described in the Professional Service Agreement in Exhibit A.
- b. Describe the Firm's approach to performing the required services and its approach to contract management, including its perspective and experience on partnering, customer service, quality control, scheduling and staff.

Selection Criteria

The Selection Committee will engage the following process in order to make a final recommendation for award. This will consist of a qualification appraisal, which will result in the Statements received being ranked numerically based on the following criteria:

Evaluation Form

CRITERIA	WEIGHT	RATING	SCORE
General Information	20		
Key Personnel Experience	20		
Project Understanding and Approach	50		

RATING GUIDE (Actual may be any number from 0 - 10 using this guide)

- 2 Marginal
- 5 Acceptable
- 8 Good
- 10 Outstanding

Award of Agreement

1. Scoring/Award of Agreement: Statements shall be opened at the time and place designated on the cover page of this RFP. The name of each Vendor and the identity of the RFP for which the Statement was submitted shall be publicly read and recorded in the presence of witnesses. The Town Council shall award the Professional Services Agreement to the responsible and responsive Vendor whose Statement is determined, in writing, to be the most advantageous to the Town and best meets the overall needs of the Town taking into consideration the evaluation criteria set forth in this RFP. After the Town has entered into a Professional Services Agreement with the successful Vendor, the successful Statement and the scoring documentation shall be open for public inspection.

Unless the Statement states otherwise, or unless provided within this RFP, the Town reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the Town.

The selected Vendor will be required to execute the Town's standard Professional Services Agreement in a form acceptable to the Town Attorney. A sample of the standard agreement is included with this RFP. If the Town is unsuccessful in negotiating a Professional Services Agreement with the first Vendor, the Town may then negotiate with the second, then third Vendor until an agreement is executed. Town Council

approval may be required. The Town reserves the right to terminate the selection process at any time, with all expenses of all Vendors paid by such Vendors and not the Town.

2. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFP, the Town expressly reserves the right to: (i) waive any immaterial defect or informality, (ii) reject any or all Statements or portions thereof and (iii) reissue an RFP.

VENDOR INFORMATION FORM

By submitting a Statement, the submitting firm certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

FIRM SUBMITTING STATEMENT

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX#

CITY STATE ZIP

DATE

WEB SITE: _____

EMAIL ADDRESS: _____

Town of Camp Verde

Sample Consultant Agreement

For Professional Services
For
Energy Saving Services
Between the
Town of Camp Verde
Camp Verde, Arizona
And
Insert Consultant Name

This INDEPENDENT CONSULTANT AGREEMENT (“Agreement”) is by and between **Insert Consultant Name**, with a business address of **Insert address/city/state/zip**, an **Insert description of profession** (i.e. Attorney at Law) (“Consultant”) and the Town of Camp Verde, a municipal corporation (“Town”) and is awarded pursuant to Project . # **16-119**

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Consultant will be an independent Consultant and not an employee of the Town for all purposes, including, but not limited to, the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code (and any other Arizona income tax laws), the State of Arizona workers' compensation laws and unemployment insurance laws and any of the Town's benefit plans for the Town's employees. Consultant agrees that it is a separate and independent enterprise from the Town, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform any work performed for the Town. This Agreement shall not be construed as creating any joint employment relationship between Consultant and the Town. The Town will not be liable for any obligation incurred by the Consultant, including, but not limited to, unpaid minimum wages and/or overtime premiums. This Agreement shall not be construed to authorize the Consultant to act as an agent for the TOWN in any manner.

The parties further agree and acknowledge that the Town is engaging Consultant as an independent Consultant to provide services to the Town under the terms of this Agreement and that the Town shall not be required, under any circumstance(s), to assume liability for the direct payment of any salary, wage, or other compensation to any person employed by the Consultant before, during, or after this agreement is in effect.

The Town shall not withhold from sums becoming payable to the Consultant under this Agreement any amounts for federal, state or local taxes, including federal or state income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. The Town shall report all payments to Consultant on Internal Revenue Service Form 1099. The Consultant agrees that any tax obligation of Consultant arising from the payments made under this Agreement will be the Consultant's sole responsibility. The Consultant will indemnify the Town for any tax liability, interest, and/or penalties imposed upon the Town by any taxing authority based upon the Town's failure to withhold any amount from the payments for tax purposes.

In performance of services hereunder, CONSULTANT shall determine his/her necessary hours

of work. CONSULTANT shall provide whatever employees, tools, equipment, vehicles, and supplies CONSULTANT may determine to be necessary in performance of services hereunder.

Section I. Period of Service

The term of this Agreement shall be for the period commencing on **INSERT DATE** with the Town Council approval of this Agreement and shall continue for **INSERT LENGTH OF CONTRACT IN MONTHS** until **INSERT DATE** unless terminated sooner by the parties, pursuant to Section IV below.

Section II. Compensation

Consultant shall provide Prosecutorial Consultant Services. The Town and Consultant shall mutually agree upon the specific work product, scope of services and cost of any work performed.

The rates Consultant will be paid as consideration for performance of prosecutorial services on a monthly bases through a flat fee system. CONSULTANT shall be paid **INSERT AMOUNT TO BE PAID** in professional fees and costs. No further payment will be made for routine facsimile, telephone, postage, copy, or travel costs. Extraordinary costs shall be submitted for prior approval and reimbursement to CONSULTANT through the **INSERT RESPONSIBLE TOWN OFFICIAL if INSERT DESCRIPTION OF THAT WHICH CONSTITUTES EXTRAORDINARY COSTS**. If approval of such work is granted, the TOWN will compensate CONSULTANT at **INSERT AMOUNT TO BE PAID** for each **INSERT EXTRAORDINARY COST DESCRIPTION**.

Section III. Billing

Consultant shall provide Consultant services to the Town, based on the written needs of the Town as outlined in Exhibit "A". The Town shall pay Consultant, **INSERT FREQUENCY OF PAYMENT** i.e. monthly, based upon work performed, completion to date and submission of invoices pursuant to Section II. Invoices should be mailed to the following address:

Town of Camp Verde
Finance Department
395 S. Main Street
Camp Verde, AZ 86322

Section IV. Termination

The Town or the Consultant reserves the right to cancel the whole or part of this Agreement with or without cause and for any reason or no reason by giving 60 days written notice to the Consultant.

However, in the event that this Agreement is terminated the Town shall pay Consultant in full for all services already rendered pursuant to Section II, exclusive of any markup for profit or expected compensation following such termination, and all future obligations under this Agreement shall cease. This Agreement is subject to termination pursuant to A.R.S. § 38-511.

Section V. Successors and Assigns

Neither this Agreement, nor any obligation of Consultant hereunder, shall be assigned in whole or in part by Consultant without the prior written consent of the Town Manager.

Section VI. Waiver and Severability

A waiver of any part of this Agreement, whether express or by conduct, shall not constitute a continuing waiver of such part (unless explicitly stated to be so), or a waiver of any other part, nor shall a waiver of any breach of this Agreement, or any part of it, whether express or by conduct, constitute a waiver of any succeeding breach. The provisions of this Agreement shall be severable such that if any provision shall be deemed to be invalid and unenforceable for any reason, such invalidity or unenforceability shall not affect the remaining provisions hereof.

Section VII. Whole Agreement

This Agreement, represent the parties' whole Agreement. There are no other promises, terms, conditions or obligations, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written.

Section VIII. Construction

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

Section IX. Insurance Requirements

The Consultant agrees to procure and maintain, at Consultant'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 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 consulting services as provided herein.
2. Certificate of Insurance for a Professional Liability Insurance Policy for Consultant (and its employees and agents, if any) for errors and omissions, and negligent acts related to the rendering of such professional services with limits not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate. Coverage shall include contractual liability. When policies are renewed or replaced, any retroactive date must coincide with or precede commencement of services by Consultant under this Agreement. A claims-made policy that is replaced or not renewed must have an extended reporting period not less than two (2) years.
3. 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.
4. Commercial automobile liability insurance for any owned, hired or non-owned autos, with a limit of not less than \$1,000,000 each accident (if you are driving for the Town - beyond your commute to our facilities)
5. The Consultant shall keep said policies in force for the duration of the Agreement and for any possible extension thereof.

6. All carriers shall be approved to write insurance in the State of Arizona and possess an A- or better A.M. Best rating.
7. Either party's coverage shall provide at least thirty (30) days' notice of cancellation of material change in coverage.
8. Consultant shall furnish any original Certificates of Insurance (and corresponding endorsement) simultaneously with the execution of this Agreement evidencing the required coverage to be in force on the date of this Agreement and any renewal Certificates of Insurance (if coverage has an expiration or renewal dates occurring during the term of this Agreement) to the Town of Camp Verde. 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. Failure of Consultant to obtain Certificates or other insurance evidence from other Consultants shall not be deemed a waiver by the Town of Camp Verde. Failure to comply with insurance requirements may be regarded as a breach of the Agreement terms.
9. The Consultant's liability under this Agreement is not in any way limited by the insurance required by this Agreement.

Section X. Indemnity

Consultant 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 Consultant or any of its owners, officers, directors, agents, employees or subcontractors. 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 Consultant from and against any and all claims. It is agreed that Consultant 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 Consultant 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 Consultant for the Town of Camp Verde.

Section XI. Compliance with Federal and State Laws

The Consultant 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.

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

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

The Town retains the legal right to inspect the papers of any Consultant or SubConsultant's employee who works on this Agreement to ensure that the Consultant or any SubConsultant is complying with the Consultant Immigration Warranty. Consultant 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 Consultant and any of the SubConsultants to ensure compliance with Consultant's Immigration Warranty. Consultant agrees to assist the Town in regard to any random verification performed.

Neither the Consultant nor any of the SubConsultants shall be deemed to have materially breached the Consultant Immigration Warranty if the Consultant or SubConsultant establishes that it 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.

This Agreement is subject to termination pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals, this **INSERT MONTH/DATE/YEAR**.

APPROVED AS TO FORM:

Town of Camp Verde:

Town Attorney/Date

By: _____
Mayor/Date

Consultant:

By: _____

Date: _____

ATTEST:

The Mayor and Council approved this agreement for execution at the regular session of _____

Town Clerk

The contract was reviewed and delivered, as signed by the Town, to the Consultant on _____ by _____