

## Purchase Agreement #T19-107-01

This Agreement is attached to the Limited Source Agreement Award Notice and made a part thereof and is entered into by the City of Tempe (hereinafter referred to as the "City") and Life Quest Training & Consulting, LLC. (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Services:** To be provided as outlined in Exhibit A – Scope of Work.
2. **Price:** Not to exceed \$20,000.
3. **Term of Agreement:** The term of this Agreement shall commence upon execution and shall expire one year after the commencement date unless otherwise extended in a contract modification. The agreement may be mutually extended with an updated scope of work, pricing, and upon grant renewal.
4. **Agreement Termination:** At any time prior to the delivery of the product, this Agreement may be terminated without default by either party by providing a written 60-day notice of termination to the other party. This provision is not applicable after performance by either party.
5. **Default Provisions:** The Contractor shall be deemed in default under this Agreement upon the occurrence of any of the following events:
  1. The Contractor provides material that does not meet the specifications of the Agreement and fails to cure such non-performance within 30 days (or sooner if deemed necessary by the City due to the circumstances of the default) after written notice from the City;
  2. The Contractor fails to adequately perform the services set forth in the specifications of the Agreement and fails to cure such non-performance within 30 days (or sooner if deemed necessary by the City due to the circumstances of the default) after written notice from the City;
  3. The Contractor fails to complete the work required or furnish the materials required within the time stipulated in the Agreement and fails to cure such non-performance within 30 days (or sooner if deemed necessary by the City due to the circumstances of the default) after written notice from the City;
  4. The Contractor fails to make progress in the performance of the Agreement and/or gives the City reason to believe that the Contractor will not or cannot perform to the requirements of the Agreement and fails to cure such non-performance within 30 days (or sooner if deemed necessary by the City due to the circumstances of the default) after written notice from the City.
  5. The Contractor fails to perform any other term or condition of this Agreement and fails to cure such non-performance within 30 days (or sooner if deemed necessary by the City due to the circumstances of the default) after written notice from the City

In case of default, the City may terminate the Agreement, in whole or in part, and /or may resort to any other remedy as provided by law. The City may also perform any test or analysis on materials (equipment/products) for compliance with the specifications of the Agreement. The Contractor shall pay the actual expense of testing if the results of any test or analysis indicate a material non-compliance with the specifications.

### 6. **Applicable Law**

This agreement shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this resultant agreement or in statutes or ordinances pertaining specifically to the City. This agreement shall be governed by State of Arizona law and suits pertaining to this agreement may only be brought in courts located in Maricopa County, Arizona.

7. **Infringement of Patent or Copyright**

The Contractor agrees to save, keep, bear harmless and fully indemnify the City and any of its officers and employees from any and all damages, costs, or expenses in law or equity, that may at any time arise out of or be set up for any infringement of the patent right, copyright, or trademark of any person or persons in consequences of use by the City, or by any of its officers, or agents or employees of Contractor supplied materials and of which the Contractor is not a patentee or signee or lawfully entitled to sell the same.

Contractor (Seller) agrees to indemnify and hold harmless the City (buyer) from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of the City's (buyer's) purchase and use of goods supplied by Contractor (seller).

It is expressly agreed by seller that these covenants are irrevocable and perpetual.

8. **Insurance**

Prior to commencing services under this agreement, Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, Subcontractors, or sub-Subcontractors. For bidders with self-insurance, proof of self insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of agreement.

An Agreement Award Notice or Purchase Order will not be issued to an awarded vendor until receipt of all required insurance documents by the City Procurement Office and such documents must meet all requirements of this Insurance clause. In addition, before any agreement is renewed for additional time periods, all required insurance must be in force and on file with the City Procurement Office. An awarded vendor or Contractor must submit required insurance within 10 calendar days after request by the City Procurement Office or the award may be rescinded, and another vendor selected for award.

8.1 **Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including coverage for contractual liability (including defense expense coverage for additional insureds), personal injury, broad form property damage, products and completed operations. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage, including coverage for owned, hired, and non-owned vehicles as applicable.
3. Workers' Compensation and Employers Liability: Workers' Compensation and Employers Liability statutory limits as required by the State of Arizona.

8.2 **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-ensured retentions as respects the City, its officials, employees, and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

8.3 **Other Insurance Provisions**

The policies or self insurance certifications are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage:

- a. The City, its officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, or volunteers, for work related to the Contractors, employees, agents, Subcontractors, or sub-Subcontractors activities.
- b. The Contractor's insurance coverage shall be primary as respects the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or volunteers.
- d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

3. All Coverages

Each insurance policy required by this agreement shall be endorsed to state the coverage shall not be suspended, voided, and/or canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

**8.4 Other Insurance Requirements:** Contractor shall:

1. Prior to commencement of services, furnish the City with certificates of insurance, in form and with insurers acceptable to the City which shall clearly evidence all insurance required in this agreement and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage except on 30 days prior written notice to and approval by the City, and in accord with stated insurance requirements of this bid solicitation. City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed waiver of City's right to insist on, strict fulfillment of Contractor's obligations under this agreement.
2. Provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.
3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
4. Maintain such insurance from the time services commence until services are completed. Should any required insurance lapse during the agreement term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this agreement, effective as of the lapse date. If insurance is not reinstated, City may at its sole option, terminate this agreement effective on the date of such lapse of insurance.
5. Place such insurance with insurers and agents licensed and authorized to do business in Arizona and having a "Best's" rating of no less than A-VII.

6. Maintain such coverage continuously throughout the term of this agreement and without lapse for a period of two years beyond the agreement expiration, should any of the required insurance be provided under a claims-made form, to the extent that should occurrences during the agreement term give rise to the claims made after expiration of the agreement, such claims shall be covered by such claims-made policies. Such extension of coverage shall be evidenced by annual certificates of insurance.

9. **Payments - After Acceptance of Delivery**

Payment in full shall be made to the successful Contractor within thirty (30) days after receipt and acceptance of delivery by the City. Unless terms other than net 30 days are offered as a discount.

10. **Indemnification**

To the fullest extent permitted by law, the CONSULTANT shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the negligent acts, errors, mistakes, omissions, work, services, or professional services of the Consultant, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Consultant may be legally liable in the performance of this agreement. Consultant's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes, omissions, work, services, or professional services in the performance of this agreement by Consultant or any employee of the CONSULTANT, or any other person (not the City) for whose negligent acts, errors, mistakes, omissions, work, or services the CONSULTANT may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.

11. **Whole Agreement**

This Agreement represents 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.

12. **Ownership of Documents**

All work products (electronically or manually generated) including but not limited to plans, specifications, cost estimates, tracings, studies, design analyses, original mylar drawings, computer aided drafting and design (CADD) file diskettes which reflect all final drawings, and other related products which are prepared in the performance of this Agreement are the property of the City and are to be delivered to the City before the final payment is made to the Consultant. The City shall retain ownership of these original drawing, however, if approved in writing by the City, the Consultant may retain the original drawings and supply the City with reproducible mylar.

13. **Antidiscrimination Policy**

Offeror agrees that it will comply with section 2-603(5) of the Tempe City Code ("TCC"), and will not refuse to hire or employ or bar or discharge from employment any person or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status.

14. **Boycotts**

Offeror certifies that is not currently engaged in and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S § 35-393. (Update: Unless and until the District Court's injunction in *Jordahl v. Brnovich et al.* is stayed or lifted, the Anti-Israel Boycott provision (A.R.S. 35-393.01(A)) is unenforceable and the City will take no action to enforce it.)

15. **Conflict of Interest**

This Agreement is subject to Section 38-511, Arizona Revised Statutes. This agreement may be canceled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City is an employee, consultant, or agent of any other party to this Agreement.

16. **Arbitration**

Notice is provided of Sections 12-1518 and 12-133. Arizona Revised Statutes.

17. **Dispute Resolution**

If a dispute arises under this Agreement, the parties agree to exhaust all applicable administrative remedies provided for under Arizona Law.

18. **Contractor's Records**

To the extent required by Section 35-214, Arizona Revised Statutes, Contractor agrees to retain all records relating to this Agreement. Contractor agrees to make those records available at all reasonable times for inspection and audit by the Auditor of the City of Tempe during the term of this Agreement and for a period of five (5) years after the completion of this Agreement.

**Contractor Acceptance**

**To be completed and signed by Contractor**

Nanette R. Odell Ed.D.

Printed Name of Person Signing: \_\_\_\_\_

623-826-0140

Phone Number: \_\_\_\_\_

Nanette@ADALifeQuest.com

Email Address: \_\_\_\_\_


Signature: \_\_\_\_\_

*Nanette Odell*

**City of Tempe Contract Modification Acceptance**

  
Kim Shelley, CPPB  
Procurement Officer

*11/20/18*  
Date

  
Michael Greene, C.P.M., CPPO  
Procurement Administrator

*11-20-18*  
Date



Training & Consulting, LLC

## EXHIBIT A – Scope of Work

Nanette Odell Ed.D.  
[Nanette@ADALifeQuest.com](mailto:Nanette@ADALifeQuest.com)  
623-826-0140

October 31, 2018

### CITY REPRESENTATIVE

City of Tempe  
Strategic Management and Diversity  
Michele Stokes, ADA Compliance Specialist  
31 E. 5<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Tempe, AZ 85281  
480-350-2704  
[Michele\\_Stokes@tempe.gov](mailto:Michele_Stokes@tempe.gov)  
[www.Tempe.gov/ADA](http://www.Tempe.gov/ADA)

### CONTRACTOR INFORMATION

Life Quest Training & Consulting, LLC.  
Principal-Nanette Odell Ed.D.  
43807 N. 22<sup>nd</sup> St.  
New River, AZ 85087  
623-826-0140  
[Nanette@ADALifeQuest.com](mailto:Nanette@ADALifeQuest.com)  
[www.ADALifeQuest.com](http://www.ADALifeQuest.com)

**TOTAL COST OF SERVICES:** Not to exceed \$20,000

Cost of services by quarter with invoices and reports due the 5<sup>th</sup> of the month following each quarter:

<u>End of Quarter</u>	<u>Cost</u>	<u>Invoice Deadline</u>
1. December 30, 2018	\$5,000	January 5, 2019
2. March 31, 2019	\$5,000	April 5, 2019
3. June 30, 2019	\$5,000	July 5, 2019
4. September 30, 2019	\$5,000	October 5, 2019

### SERVICES: TEMPE'S BUILDING EMPLOYMENT SUPPORTS AND TRAINING PROGRAM EVALUATION

Services and deliverables for this project are for evaluation services per requirements on attachments:

- A: ADDPC Grant Evaluation Measures, pages 10 and 11
- B: ADDPC Narrative Report - Grant Defined Performance Measures
- C: Tempe's BEST - Cultural and Linguistic Competence -Pre/Post Employee Survey
- D: Tempe's BEST Program - Municipal Model

**Initial Development** – Collaborate with Tempe and GateWay Community College on data and methods of collection to facilitate evaluation of expectations indicated on all attachments, within first 30 days.

**Quarterly** - Evaluate Tempe's BEST (not to exceed 4 pages) per attachments, including as appropriate:

- ✓ Recommendations of additional activities to support system change in year 1 of the grant
- ✓ Recommendations for improvements of Tempe's BEST Program Municipal Model, for replication
- ✓ Barriers reported with resolutions and/or refinements indicated
- ✓ Summary of unintended consequences, leveraging activity, additional supports obtained, etc.
- ✓ Interviews of Tempe's BEST staff, supervisors, employees for progress, stories, and pictures



Training & Consulting, LLC

Nanette Odell Ed.D.  
[Nanette@ADALifeQuest.com](mailto:Nanette@ADALifeQuest.com)  
623-826-0140

**Final Evaluation - Reporting to Include deliverables related to attachments, including:**

- ✓ Summarized first year activity and collection of performance measures, including
- ✓ 4<sup>th</sup> Quarter Satisfaction survey of BEST employees, supervisors, and partners
- ✓ Recommendations for a Municipal Model
- ✓ Recommendations for year 2 and 3 activities

**This Agreement includes the following terms:**

- Term 1: Invoicing will be on time and complete, to meet the terms of the ADDPC grant
- Term 2: Coordination will include with GateWay Community College, Tempe, and partners
- Term 3: Approval of evaluation data and methods will be provided by Nov. 30, 2018
- Term 4: Evaluations will measure compliance per attachments
- Term 5: Agreement is from October 16, 2018 through September 30, 2019
- Term 6: Opportunity for contract renewal, pending funding from ADDPC, or other sources
- Term 7: Quarterly Invoicing – With the final invoice submitted early for September payment

If there are any questions, please do not hesitate to reach out.

Sincerely,

Nanette Odell Ed.D.  
Life Quest Training & Consulting, LLC.  
[www.ADALifeQuest.com](http://www.ADALifeQuest.com)  
623-826-0140