

**Master City of San José Consultant Agreement
Approved Service Order
(Non-Capital Projects)**

Cover Page

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- 1a.** Intentionally Omitted **1b.** AC Contract No.: 665704
- 2.** Approved Service Order No. 4
- 3.** Consultant's Name: Aim Training Solutions dba Motivaim
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- 4.** Project Name: Excel Training
- 5.** Project Location: Virtual Training
- 6.** The Consultant and the City will implement this Approved Service Order in accordance with the Master Agreement, this cover page and Attachments "A" (Tasks), "B" (Terms and Conditions), and "C" (Compensation Table), which are incorporated herein by references.
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7. Budget/Fiscal:

a. Current unencumbered amount in Master Agreement:	\$	309,775
b. Maximum Service Order Compensation for this Approved Service Order:	\$	5,575
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	304,200

d. **Appropriation Certification:** I certify that an unexpended appropriation in the amount of the Maximum Service Order Compensation is available in the following fund(s) and that such fund(s) from **001-48-400120-4052** will be encumbered to pay for this Approved Service Order.

Fund: 001_____	Appn: 48_____	RC: 400120_____	Amount: \$5,575
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____

Authorized Signature:

Date: _____

Carrie Rank

Email: carrie.rank@sanjoseca.gov

8. Division Analyst Approval:

Date: _____

Janet Medlin

Email: janet.medlin@sanjoseca.gov

9. Consultant Approval:

Date: _____

Elie Habib

Email: elie@motivaim.com

10. Approval as to Form (City Attorney):

Service Order Form Approved by the Office of the City Attorney
(Maximum Service Order Compensation is \$100,000 or less, and the provisions of the service order form are not altered.)

Approved as to Form: _____ Date: _____
(Sr.) Deputy City Attorney

11. City Director Approval: _____ Date: _____


Email: jennifer.schembri@sanjoseca.gov

Attachment A: Tasks

The Consultant shall provide the services and deliverables set forth in this **Attachment A**. The Consultant shall provide all services and deliverables required by this **Attachment A** to the satisfaction of the City's contract manager.

General Description of Project for which Consultant will Provide Services: Motivaim will provide the knowledge needed to use Excel. City employees will learn the foundational knowledge of Excel. They will be able to deepen their understanding of Excel with the skills provided by Motivaim.

Master Agreement, Section 1.1.1 Training and Organizational Development Services

Task No. 1 of 5: Attend meetings to discuss the design of the training not to exceed 1 hour at \$175 per hour

- A. **Services:** The consultant will support the City by attending meetings to discuss the design of Excel training not to exceed 1 hour at \$175 per hour for a total of \$175.
- B. **Deliverable:** The consultant will:
- Meet with HR staff to discuss the design of the training.
- C. **Completion Time:** The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:
- On or before the following date: _____ June 30, 2022_____.
- On or before ____ Business Days from _____. [Fill in the second box if completion time for the task is contingent on completion of the prior task or an event.]

Task No. 2 of 5: Course Customization: Excel training not to exceed 4 hours at \$150 per hour

- A. **Services:** The consultant will support the City by customizing a Excel training not to exceed 4 hours at \$150 per hour for a total of \$600.
- B. **Deliverable:** The consultant will:
- Design and develop curriculum for a Excel training
- C. **Completion Time:** The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:
- On or before the following date: _____ June 30, 2022_____.
- On or before ____ Business Days from _____. [Fill in the second box if completion time for the task is contingent on completion of the prior task or an event.]

Task No. 3 of 5: Excel 2016 Level 1 Training

A. Services: The consultant will support the City by delivering Excel Training.

B. Deliverable: The consultant will:

- Deliver **1 session**. Length recommendation is 2.0 hours per session.
- Each session can accommodate up to 22 staff.
- Teach the following skills and tools to help City of San Jose employees:
 - Getting started with Microsoft Excel 2016
 - Performing calculations
 - Modifying and formatting a worksheet
 - Printing and managing workbooks

C. Completion Time: The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

On or before the following date: _____ June 30, 2022 _____.

On or before ____ Business Days from _____. [Fill in the second box if completion time for the task is contingent on completion of the prior task or an event.]

Task No. 4 of 5: Excel 2016 Level 2 Training

A. Services: The consultant will support the City by delivering Excel Training

B. Deliverable: The consultant will:

- Deliver **1 session**. Length recommendation is 2.0 hours per session.
- Each session can accommodate up to 22 staff.
- Teach the following skills and tools to help City of San Jose employees:
 - Working with functions and lists
 - Analyzing data and creating charts

C. Completion Time: The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

On or before the following date: _____ June 30, 2022 _____.

On or before ____ Business Days from _____. [Fill in the second box if completion time for the task is contingent on completion of the prior task or an event.]

Task No. 5 of 5: Excel 2016 Level 3 Training

A. Services: The consultant will support the City by delivering Excel Training

B. Deliverable: The consultant will:

- Deliver **1 session**. Length recommendation is 2.0 hours per session.
- Each session can accommodate up to 22 staff.
- Teach the following skills and tools to help City of San Jose employees:
 - Visualizing data with charts
 - Analyzing data with PivotTables and Pivot Charts
 - Working with multiple worksheets and workbooks
 - Using Lookup functions and formula auditing

C. Completion Time: The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

- On or before the following date: _____ June 30, 2022_____.
- On or before ____ Business Days from _____. [Fill in the second box if completion time for the task is contingent on completion of the prior task or an event.]

Attachment B: Terms and Conditions

1. **City's Contract Manager:** The City's contract manager for this Approved Service Order is:

Name: Carrie Rank	Phone No.: (408) 975-1486
Department: HR	E-mail: Carrie.rank@sanjoseca.gov
Address: 200 E. Santa Clara Street, 4 th Floor San Jose, CA 95113	

2. **Consultant's Contract Manager and Other Staffing:** Identified below are the following: (a) the Consultant's contract manager for this Approved Service Order, and (b) the Consultant(s) and/or employee(s) of the Consultant who will be principally responsible for providing the services and deliverables. ***If an individual identified below does not have a current Form 700 on file with the City Clerk for a separate agreement with the City, and is required to file a Form 700, the Consultant must comply with the requirements of Subsection 17.2 of the Master Agreement, entitled "Filing Form 700."***

		<u>Required to File Form 700?</u>		
		Yes Already Filed (Date Filed)	Yes Need to File	No
<u>Consultant's Contract Manager</u>				
Name: Elie Habib	Phone No.: 408-229-3326			X
Address: 2025 Gateway Place, #390 San Jose, CA 95110	E-mail: Elie@motivaim.com			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>			
1.				
2.				
3.				

3. Subconsultants: Whichever of the following is marked applies to this Approved Service Order:

- The Consultant can **not** use any subconsultants.
- The Consultant can use the following subconsultants to assist in providing the required services and deliverables:

<u>Subconsultant's Name</u>	<u>Area of Work</u>
1.	
2.	
3.	

4. Reimbursable Expenses: If the Compensation Table set forth in **Attachment C** of this Approved Service Order states that the City will reimburse the Consultant for expenses, then only the expenses identified in Subsection 10.5.3 of the Master Agreement are Reimbursable Expenses unless the following box is marked and additional reimbursable expenses are set forth:

- In addition to the expenses identified in Subsection 10.5.3 of the Master Agreement, the following expenses are Reimbursable Expenses:

<u>Additional Reimbursable Expense(s)</u>	<u>Mark-up</u>
1. _____	_____
2. _____	_____
3. _____	_____

Notwithstanding the foregoing, any additional reimbursable expense(s) set forth in the above table will be disregarded if the Compensation Table states that the City will *not* reimburse the Consultant for any expenses.

Attachment C: Compensation Table

The City will compensate the Consultant for providing the services and deliverables set forth in **Attachment A** in accordance with this Compensation Table. This Compensation Table is subject to the terms and conditions set forth in the Master Agreement, including without limitation Section 10 of the Master Agreement.

Part 1 – Compensation for Services and Deliverables						
Column 1	Column 2	Column 3		Column 4		
Task Nos. from Attachment A	Basis of Compensation	Invoice Period		Compensation		
1	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$175	
2	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$600	
3	<input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$1,600	
4	<input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$1,600	
5	<input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$1,600	
Part 2 – Reimbursable Expenses						
<input checked="" type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.		<input type="checkbox"/> Expenses are separately reimbursable in the maximum amount of:				\$0
Part 3 – Subconsultant Costs						
<input checked="" type="checkbox"/> Subconsultant costs are not separately compensable. The amount(s) in Column 4 of Part 1 include(s) subconsultant costs.		<input type="checkbox"/> Subconsultant costs are separately compensable in the maximum amount of:				\$0
Maximum Service Order Compensation (sum of Parts 1 through 3):						
\$5,575						