



**PURCHASING ITEM
FOR
COUNCIL AGENDA**

1. Agenda Item Number:

17

2. Council Meeting Date:

April 23, 2009

TO: MAYOR & COUNCIL

3. Date Prepared: March 23, 2009

THROUGH: CITY MANAGER

4. Requesting Department: City Manager

5. SUBJECT: Approval of an agreement for on-site training services with New Horizons Computer Learning Centers in an amount not to exceed \$83,000.

6. RECOMMENDATION: Recommend approval of an agreement for on-site training services with New Horizons Computer Learning Centers in an amount not to exceed \$83,000.

7. HISTORICAL BACKGROUND/DISCUSSION: With the City's upcoming migration to Microsoft's Office 2007 suite of applications, City staff will require training highlighting the differences between the current Office 2000 and new Office 2007 environments. The City is seeking a partnership with New Horizons Training Centers to assist in training staff to ensure a seamless migration between versions. The goal is to utilize New Horizons Training Solutions to leverage their experience in all aspects of deploying training and post go-live support with the migration to Office 2007.

The City is also seeking New Horizons Training Centers to provide application support strategies to ensure productivity will not be impacted and help develop "superusers" throughout the City to answer Office questions, rather than depending on the City's Help Desk resources to be Office subject matter experts.

The vendor will provide training classes for the 1700 City staff that use Microsoft Office in their daily job duties.

8. EVALUATION PROCESS: A contract for on-site training services has been competitively bid and awarded to various contractors by the State of Arizona. The City requested quotes from the awarded contractors for our training needs. Five responses were received and reviewed. One response was from a State contractor that had partnered with New Horizons Computer Learning Centers, but it was later determined that this contractor could not offer the type of training services Chandler needed via the State contract. However, New Horizons agreed to offer these services at the quoted price, which was substantially lower than any of the other State contract quotes. The decision to contract directly with New Horizons was determined to be in the best interest of the City.

9. FINANCIAL IMPLICATIONS: Funds are available for this purchase from the following account: 101.1287.0000.5814.9IT042 General Funds, GIS/Information Tech Capital, Education and Training, Microsoft OS and Office Upgrade

10. PROPOSED MOTION: Move to approve an agreement for on-site training services with New Horizons Computer Learning Centers in an amount not to exceed \$83,000.

APPROVALS

11. Requesting Department

Patrick Hair, IT Infrastructure Manager

12. Department Head

Steven Philbrick, Chief Information Officer

13. Procurement Officer

Carolee Stees, CPPB

14. City Manager

W. Mark Pentz

**CITY OF CHANDLER
PROFESSIONAL SERVICES AGREEMENT**

Project Name: Office/Access 2007 End User Training

THIS AGREEMENT is made and entered into this _____ day of March, 2009, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and New Horizons Computer Learning Centers hereinafter referred to as "CONSULTANT".

WHEREAS, the Mayor and City Council of the City of Chandler is authorized and empowered by provisions of the City Charter to execute contracts for professional services; and

WHEREAS, CONSULTANT represents that CONSULTANT has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. CONTRACT ADMINISTRATOR

1.1. To provide the professional services required by this Agreement CONSULTANT shall act under the authority and approval of Information Technology Project Manager or designee, (the Contract Administrator), who shall oversee the execution of this Agreement, assist the CONSULTANT with any necessary information, audit billings, and approve payments. The CONSULTANT shall channel reports and special requests through the Contract Administrator.

1.2. CITY reserves the right to review and approve any/all changes to CONSULTANT'S key staff assigned to the CITY project by the firm during the term of this Agreement.

2. **SCOPE OF WORK:** CONSULTANT shall provide those services described in Exhibit B attached hereto and made a part hereof by reference.

3. **ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by CITY to determine acceptable completion. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Agreement, shall be and remain the property of CITY and shall be delivered to CITY before final payment is made to CONSULTANT.

4. **FEE SCHEDULE:** For the services described in paragraph 2 of this Agreement, CITY shall pay CONSULTANT a fee not to exceed the sum of Eighty-three Thousand dollars (\$83,000) in accordance with the fee schedule attached hereto as Exhibit C and incorporated herein by reference.

5. **TERM:** Following execution of this Agreement by CITY, CONSULTANT shall commence work upon notice to proceed and shall complete all services described herein no later than March 31, 2010.

6. TERMINATION:

6.1. **Termination for Convenience:** CITY reserves the right to terminate this Contract or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall

immediately cause any of its suppliers and subcontractors to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed for each task detailed in the Scope of Work and the CONTRACTOR's compensation shall be based upon such determination and CONTRACTOR's fee scheduled included herein.

6.2 Termination for Cause: City may terminate this Contract for Cause upon the occurrence of any one or more of the following events:

- 1) If CONSULTANT fails to perform pursuant to the terms of this Agreement
- 2) If CONSULTANT is adjudged a bankrupt or insolvent;
- 3) If CONSULTANT makes a general assignment for the benefit of creditors;
- 4) If a trustee or receiver is appointed for CONSULTANT or for any of CONSULTANT'S property;
- 5) If CONSULTANT files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- 6) If CONSULTANT disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
- 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONSULTANT then existing or which may thereafter accrue.

6.3. Availability of Funds for the next Fiscal Year. Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.

7. INDEMNIFICATION: The Consultant agrees to indemnify, defend, and save harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively; from all losses, claims, suits, actions, payments and judgments, demands, expenses, attorney's fees, defense costs, or actions of any kind and nature resulting from personal injury to any person, including employees of the Consultant or of any Sub Consultant employed by the Consultant (including bodily injury and death) or damages to any property, arising or alleged to have arisen out of the negligent performance of the Consultant for the work to be performed hereunder, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

8. **INSURANCE REQUIREMENTS:** CONSULTANT shall provide and maintain the insurance as listed in Exhibit D attached hereto and made a part hereof by reference.
9. **ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.
10. **ARIZONA LAW:** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
 - 10.1 Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
 - 10.2 A breach of the Contractor Immigration Warranty (Exhibit A) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.
 - 10.3 The City 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. The Contractor agrees to assist the City in the conduct of any such inspections.
 - 10.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.
 - 10.5 The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
 - 10.6 In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Iran.
 - 10.7 In accordance with A.R.S. §35-391.06 the Contractor hereby certifies that the offeror does not have scrutinized business operations in Sudan.
11. **CONFLICT OF INTEREST:**
 - 11.1 **No Kickback.** CONTRACTOR warrants that no person has been employed or retained to solicit or secure the Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.
 - 11.2 **Kickback Termination.** CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY is, at any time while the Agreement or

any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice for CITY is received by all other parties, unless the notice specifies a later time (A.R.S. 38-511).

11.3 No Conflict. CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

11.4 Alternate Dispute Resolution. Notwithstanding anything to the contrary provided elsewhere in the Agreement documents, the alternate dispute resolution (ADR) process provided herein shall be the exclusive initial means for resolution of claims or disputes and other matters in question between CITY and CONSULTANT arising out of, or relating to the Agreement documents, interpretation of the Agreement, or the performance or the breach by any party thereto, including but not limited to, original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to Agreements containing this ADR provision.

A. INTERNAL RESOLUTION PROCESS

- 1. Notice:** CONSULTANT shall submit written notice of any claim or dispute to the Purchasing Manager within thirty (30) days of the occurrence, event or disputed response from CITY for immediate resolution pursuant to these provisions. Each claim or dispute shall be submitted and resolved as they occur and not postponed until the end of the Agreement nor lumped together with other pending claims.
- 2. Forfeiture:** Failure to submit a notice of any claim, dispute, or other issue within such thirty (30) days shall constitute CONSULTANT'S forfeiture of its right to dispute the issue, raise the claim or make the request and shall also constitute CONSULTANT'S agreement and acceptance of CITY'S position.
- 3. CITY Response:** The Agreement Administrator will provide to CONSULTANT a written response to any claim, request for clarification or dispute on or before thirty (30) days from receipt of CONSULTANT'S written claim.
- 4. Appeal:** If CONSULTANT disagrees with the response of the Purchasing Manager, within fifteen days of the date of the response by the Agreement Administrator, CONSULTANT shall file with the Assistant Management Services Director, written notice of appeal. The Purchasing Manager shall provide copies of all relevant information concerning the Agreement and claim or dispute to the Assistant Management Services Director who will determine the appeal. The Assistant Management Services Director may request additional information from either party, may hold an informal informational hearing or may make the determination based on the information provided. The Assistant Management Services Director shall make a final determination of the appeal and provide written notice to CONSULTANT within sixty (60) days from the date of CONSULTANT'S written notice of appeal.

B. ARBITRATION

- 1. Arbitration:** If CONSULTANT is not satisfied with the determination of the Assistant Management Services Director, the following binding arbitration procedure shall

serve as the exclusive method to resolve all unresolved disputes in which the claims are for \$500,000 or less except for errors of law which may be appealed if an award exceeds \$100,000 and is based on an error of law. If CONSULTANT chooses not to accept the decision of the Assistant Management Services Director, CONSULTANT shall notify the Agreement Administrator in writing within ten (10) business days of receipt of the Assistant Management Services Director's decision of a request for arbitration. The CONSULTANT shall post a cash bond with the Arbitrator in the amount of \$5,000, or a greater amount as determined by the Arbitrator, that will defray the cost of the arbitration as set forth in paragraph E, Fees and Costs, and proceeds from said bond shall be allocated in accordance with said paragraph by the Arbitrator.

2. **Arbitration Panel:** The Arbitration Panel shall consist of the arbitrators selected by the parties involved in the dispute, (i.e., CITY will select one arbitrator, CONSULTANT will select one arbitrator, and any other CONSULTANT who has a Agreement with CITY which contains this ADR provision and is a party to the same dispute will also select an arbitrator), and the foregoing arbitrators shall select a neutral Arbitrator who will hear the matter and make a final determination, as set forth herein.
3. **Expedited Hearing:** The parties have structured this procedure with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this ADR process. To that end, any party can petition the Arbitrator to set an expedited hearing if circumstances justify it. The Arbitrator shall contact the parties and schedule the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical, but in no event later than sixty (60) days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the parties to the dispute, or by decision of the Arbitrator upon a showing of emergency circumstances.
4. **Procedure:** The Arbitrator shall conduct the hearing that will resolve disputes in a prompt, cost efficient manner giving due regard to the rights of all parties. Each party shall supply to the Arbitrator a written pre-hearing statement, which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitrator shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that disputes be resolved in a prompt and efficient manner. The Arbitrator, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to conform to such orders of the Arbitrator.
5. **Hearing Days:** To effectuate the parties' goals, the hearing once commenced, will proceed from business day to business day until concluded, absent a showing of emergency circumstances.
6. **Award:** The Arbitrator shall within ten (10) days from the conclusion of any hearing issue its award. The award shall include an allocation of fees and costs pursuant to the Binding Arbitration Procedure paragraph herein. Any award providing for deferred payment shall include interest at the rate of ten (10%) percent per annum.

The award is to be rendered in accordance with the Agreement and the laws of the State of Arizona.

7. **Scope of Award:** The Arbitrator shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitrator shall also be without authority to issue an award against any individual party in excess of \$500,000, exclusive of interest, arbitration fees, costs, and attorney's fees. If an award is made against any individual party in excess of \$50,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and statement as to how damages were calculated.
 8. **Jurisdiction:** The Arbitrator shall not be bound for jurisdictional purposes by the amount asserted in any party's claim, but shall conduct a preliminary hearing into the question of jurisdiction upon application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing.
 9. **Entry of Judgment:** Any party can make application to the Maricopa County Superior Court for confirmation of any award and for entry of judgment on it.
 10. **Severance and Joinder:** To reduce the possibility of inconsistent adjudications, the Arbitrator, may at the request of any party, join and/or sever parties, and/or claims arising under other Agreements containing this ADR provision, and the Arbitrator may, on his own authority, join or sever parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes. Nothing herein shall create the right by any party to assert claims against another party not recognized under the substantive law applicable to the dispute. The Arbitrator is not authorized to join to the proceeding parties not in privity with CITY.
- C. **APPEAL TO MARICOPA COURTS:** Any party may appeal errors of law by the Arbitrator if, but only if, the errors arise in an award in excess of \$100,000; the exercise by the Arbitrator of any powers contrary to or inconsistent with the Agreement; or any of the grounds provided in A.R.S. 12-1512. Appeals shall be to the Maricopa County Superior Court within fifteen (15) days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this section.
- D. **UNIFORM ARBITRATION ACT:** Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as enacted in Arizona in A.R.S. 12-1501, et. seq.
- E. **FEES AND COSTS:** Each party shall bear its own fees and costs in connection with any internal dispute resolution procedure. All fees and costs associated with any arbitration before the Arbitrator, including without limitation, the Arbitrator's fees, the prevailing party's attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing party, except as provided for herein. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitrator.
- F. **EQUITABLE LITIGATION:** Notwithstanding any other provision of ADR to the contrary, any party may petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to ongoing work pending resolution of a dispute pursuant to ADR provided for herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order or award entered by the Arbitrator. The fees

and costs incurred in connection with any such equitable proceeding shall be determined and assessed in pursuant to the Alternative Dispute Resolution provisional of this Agreement.

12. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of City:
City of Chandler
Purchasing Division
P.O. Box 4008, Mail Stop 901
Chandler, AZ 85244-4008
480.782. 2400

In the case of CONSULTANT:
Mark Kite
New Horizons Computer Learning Centers
9200 East Pima Center Parkway #160
Scottsdale, AZ 85258
480-237-6525

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this day of March 2009.

CITY OF CHANDLER

CONSULTANT

Mayor Date

By: Mark Kite
Title: Enterprise Account Manager

APPROVE AS TO FORM

ATTEST: If Corporation

City Attorney

Secretary

ATTEST:

City Clerk

SEAL

EXHIBIT A

**Contractor Immigration Warranty
To Be Completed by Contractor Prior to Execution of Contract**

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Contract Number: Office 2007 End User Training		
Name (as listed in the contract): New Horizons Computer Learning Centers		
Street Name and Number: 9200 East Pima Center Parkway #160		
City: Scottsdale	State: AZ	Zip Code: 85258

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.

Signature of Contractor (Employer) or Authorized Designee:



Printed Name: R.W. Ehlers

Title: Chairman

Date (month/day/year): 3/9/09

EXHIBIT B SCOPE OF WORK

Consultant shall provide on-site training sessions per the Course Outlines listed below and shall:

- Consultant shall conduct on-site Training Sessions per the Course Outlines and Scope of Work detailed below
- Provide instructors that are Microsoft Certified Application Specialist (MCAS) Office 2007.
- Provide courseware that City staff will retain for reference material as well as web-based access to content for up to six months after attendance of training class(s).
- Provide each employee with a Certificate of Completion after attendance.
- Work with City staff to clearly define the goals and objectives for training City staff members. Once all of the topics have been clearly defined, Consultant will develop the optimum solution targeted to achieve the goals and objectives of the City.
- Dedicate a single Account Executive for all questions and concerns related to the training. This Account Executive will be responsible for the daily maintenance and scheduling. Depending on the need, a dedicated email (such as Training@nhphoenix.com) will be set up and can be distributed to City staff who will be utilizing the training partnership. This email will have a 24 hour guaranteed response time on all content questions and 2 hour response on all service questions.
- Provide City staff who participate in training access to the New Horizons Learning Port. This is a powerful Web-based tool for individuals to access their Online ANYTIME courseware and post-classroom reinforcement libraries that will increase retention of the course material and advance the learning process.
- Will continue to provide all support for City staff members for the duration of the term of the contract and following the contract.

Office 2007 New Features Course Outline (May be modified with mutual agreement between Consultant and City staff)

Overview

In this course, students will work with the new and updated features of Microsoft Office 2007.

Prerequisites

Level 1 knowledge of prior versions of Microsoft Office suite of products.

Lesson 1: Getting Started with Microsoft Office 2007

Explore the User Interface

Enhance Files

Save Files

Lesson 2: Creating Professional-Looking Documents

Apply a Cover Page

Add Building Blocks

Compare Reviewed Documents

Lesson 3: Enhancing Your Spreadsheets

Organize Data

Apply Conditional Formatting

Apply a Formula

Present Data

Lesson 4: Creating Dynamic Presentations

Create Custom Slide Layouts
Enhance Presentations with Graphic Effects
Customize Slide Shows

Excel 2007 Course Outlines

Excel 2007 - Level 1

Overview

In this course, students create and edit basic Microsoft® Office Excel® 2007 worksheets and workbooks. (Second Edition)

Prerequisites

Windows XP (New Version) - Level 1

Next Steps

Excel 2007 - Level 2

Lesson 1: Creating a Basic Worksheet

Explore the User Interface and the Ribbon
Navigate and Select in Excel
Obtain Help
Enter Data and Save a Workbook
Customize the Quick Access Toolbar

Lesson 2: Performing Calculations

Create Basic Formulas
Calculate with Functions
Copy Formulas and Functions

Lesson 3: Modifying a Worksheet

Manipulate Data
Insert and Delete Cells, Columns, and Rows
Search for Data in a Worksheet
Spell Check a Worksheet

Lesson 4: Formatting a Worksheet

Modify Fonts
Add Borders and Color to Cells
Change Column Width and Row Height
Apply Number Formats
Position Cell Contents
Apply Cell Styles

Lesson 5: Printing Workbook Contents

Print Workbook Contents Using Default Print Options
Set Print Options
Set Page Breaks

Lesson 6: Managing Large Workbooks

Format Worksheet Tabs
Manage Worksheets in a Workbook
Manage the View of Large

Worksheets

Excel 2007 - Level 2

Overview

In this course, students use Excel® 2007 to streamline and enhance spreadsheets with templates, charts, graphics, and formulas. They will apply visual elements and advanced formulas to a worksheet to display data in various formats. (Second Edition)

Prerequisites

Excel 2007 - Level 1

Lesson 1: Calculating Data with Advanced Formulas

Manage Cell and Range Names

Calculate Data Across Worksheets

Use Specialized Functions

Analyze Data with Logical and Lookup Functions

Lesson 2: Organizing Worksheet and Table Data

Create and Modify Tables

Format Tables

Sort or Filter Worksheet or Table Data

Calculate Data in a Table or Worksheet

Lesson 3: Presenting Data Using Charts

Create a Chart

Modify Charts

Format Charts

Lesson 4: Analyzing Data Using PivotTables and PivotCharts

Create a PivotTable Report

Analyze Data Using PivotCharts

Lesson 5: Inserting Graphic Objects

Insert and Modify Pictures and ClipArt

Draw and Modify Shapes

Illustrate Workflow Using SmartArt Graphics

Layer and Group Graphic Objects

Lesson 6: Customizing and Enhancing Workbooks and the Excel Environment

Customize the Excel Environment

Customize Workbooks

Manage Themes

Create and Use Templates

Word 2007 Course Outlines

Word 2007 - Level 1

Overview

In this course, students will learn basic concepts required to produce basic business documents. They will create, edit, and enhance standard business documents using Microsoft® Office Word 2007. (Second Edition)

Prerequisites

Windows XP (New Version) - Level 1

Next Steps

Word 2007 - Level 2

Lesson 1: Creating a Basic Document

Explore the User Interface
Open and View a Document
Customize the Word Environment
Obtain Help
Enter Text
Save a Document
Preview and Print a Document

Lesson 2: Editing a Document

Navigate and Select Text in a Document
Insert, Delete, or Rearrange Text
Undo Changes
Search and Replace Text

Lesson 3: Formatting Text

Change Font Appearance
Highlight Text

Lesson 4: Formatting Paragraphs

Set Tabs to Align Text
Control Paragraph Layout
Add Borders and Shading
Apply Styles
Create Lists
Manage Formatting

Lesson 5: Adding Tables

Create a Table
Modify the Table Structure
Format a Table
Convert Text to a Table or Tables to Text

Lesson 6: Inserting Graphic Objects

Add Visual Effects Using Symbols and Special Characters
Insert Illustrations

Lesson 7: Controlling Page Appearance

Control Page Layout
Apply a Page Border and Color
Add Watermarks
Add Headers and Footers

Lesson 8: Proofing a Document

Check Spelling, Grammar and Word Count
Enhance Textual Meaning Using the Thesaurus
Customize AutoCorrect Options

Word 2007 - Level 2

Overview

In this course, students create complex documents in Microsoft® Office Word 2007 documents and build personalized efficiency tools in Microsoft® Word 2007. (Second Edition)

Prerequisites

Word 2007 - Level 1

Lesson 1: Managing Lists

Sort a List
Renummer a List
Customize Lists

Lesson 2: Customizing Tables and Charts

Sort Table Data
Control Cell Layout
Perform Calculations in a Table
Create Charts

Lesson 3: Customizing Formatting with Styles and Themes

Create or Modify a Text Style
Create a Custom List or Table Style
Apply Default and Customized
Document Themes

Lesson 4: Modifying Pictures

Resize a Picture
Adjust Picture Appearance Settings
Wrap Text Around a Picture

Lesson 5: Creating Customized Graphic Elements

Create Text Boxes and Pull Quotes
Draw Shapes
Add WordArt and Other Special Effects to Text
Create Complex Illustrations with SmartArt

Lesson 6: Inserting Content Using Quick Parts

Insert Building Blocks
Create Building Blocks
Modify Building Blocks
Insert Fields Using Quick Parts

Lesson 7: Controlling Text Flow

Control Paragraph Flow
Insert Section Breaks
Insert Columns
Link Text Boxes to Control Text Flow

Lesson 8: Using Templates to Automate Document Creation

Create a Document Based on a Template
Create a Template

Lesson 9: Automating Mail Merges

Perform a Mail Merge
Mail Merge Envelopes and Labels
Use Word to Create a Data Source

Lesson 10: Using Macros to Automate Tasks

Perform a Task Automatically Using a Macro
Create a Macro

PowerPoint 2007 Course Outlines**PowerPoint 2007 - Level 1****Overview**

In this course, students will work with Microsoft® Office PowerPoint® 2007 to create electronic presentations. (Second Edition)

Prerequisites

Windows XP (New Version) - Level 1

Next Steps

PowerPoint 2007 - Level 2

Lesson 1: Getting Started with PowerPoint

Explore the User Interface
Navigate and View a Presentation
Use Microsoft PowerPoint Help
Enter Text
Save a Presentation

Lesson 2: Creating a Presentation

Create a Presentation
Edit Text
Add Slides to a Presentation
Arrange Slides
Work with Themes

Lesson 3: Formatting Text on Slides

Apply Character Formats
Apply Paragraph Formats
Format Text Placeholders

Lesson 4: Adding Graphical Objects to a Presentation

Insert Clip Art and Pictures
Draw Shapes
Insert WordArt

Lesson 5: Modifying Objects

Work with Objects
Change Object Orientation
Format Objects
Group and Ungroup Objects
Arrange Objects

Lesson 6: Adding Tables to a Presentation

Create a Table
Format Tables
Insert a Table from Microsoft Word

Lesson 7: Inserting Charts in a Presentation

Create a Chart
Edit Chart Data
Modify a Chart
Paste a Chart from Microsoft Excel

Lesson 8: Preparing to Deliver a Presentation

Review Content
Add Transitions
Apply an Animation Effect
Create Speaker Notes
Print a Presentation

PowerPoint 2007 - Level 2

Overview

In this course, students enhance a presentation with features that will transform it into a powerful means of communication. They will customize the PowerPoint interface to suit their requirements. (Second Edition)

Prerequisites

Windows 2000 - Level 1
PowerPoint 2007 - Level 1

Lesson 1: Customizing the PowerPoint Environment

Customize the Quick Access Toolbar
Personalize the PowerPoint Interface
Customize Save Options
Apply Advanced Customization Options

Lesson 2: Customizing a Design Template

Set Up a Slide Master
Customize Slide Layouts
Create Custom Themes
Add Headers and Footers
Modify the Notes Master
Modify the Handout Master

Lesson 3: Adding Diagrams to a Presentation

Create a Diagram
Modify Diagrams

Lesson 4: Adding Special Effects to Presentations

Add Multimedia Elements
Customize Slide Component Animation

Lesson 5: Customizing a Slide Show Presentation

Set Up a Custom Show
Annotate a Presentation
Creating a Presenter-Independent Slide Show
Set Up a Slide Show to Repeat Automatically

Lesson 6: Collaborating on a Presentation

Review a Presentation
Publish Slides to a Slide Library
Share a Presentation

Lesson 7: Securing and Distributing a Presentation

Secure Presentations
Package a Presentation
Publish a Presentation as a Web Page

Access 2007 New Features Course Outline**Overview**

In this course, students will be introduced to the new features available in Microsoft® Office Access 2007.

Prerequisites

An understanding of how to use MS Access, and familiarity with the Internet.

Lesson 1: Exploring the Access Environment

Explore the User Interface
Work with the Ribbon
Work with Contextual Tabs
Customize the Access Environment

Lesson 2: Creating Tables and Forms

Create a Table
Create a Form
Create a Form Layout

Lesson 3: Creating Queries and Reports

Query a Database
Generate Reports
Format a Report

Lesson 4: Working with External Data

Import Data
Export Data

**EXHIBIT C
FEE SCHEDULE**

City shall pay Consultant an amount not to exceed \$83,000 for conducting on-site Training Sessions per the Course Outlines and Scope of Work detailed above.

320 – ½ Day Office 2007 Training Sessions (Includes Excel 2007, Word 2007 and PowerPoint 2007 sessions as necessary to meet City's requirements)	\$80,000
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12 – ½ Day Access 2007 Training Sessions	\$ 3,000
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Total of 332 Training Sessions	\$83,000
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Consultant shall submit invoices for completed training sessions to City's Project Manager for verification and payment.

EXHIBIT D
INSURANCE REQUIREMENTS

1. CONSULTANT, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
2. Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.
3. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.
4. If any of the insurance policies are not renewed prior to expiration, payments to the CONSULTANT may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONSULTANT.
5. All insurance policies, except Workers' Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
6. CONSULTANT's insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
7. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONSULTANT's acts, errors, mistakes, omissions, work or service.
8. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONSULTANT. CONSULTANT shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONSULTANT to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of \$25,000 will only be accepted with the permission of the Management Services Director/designee..
9. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.
10. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONSULTANT with reasonable promptness in accordance with the CONSULTANT's information and belief.

11. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONSULTANT until such time as the CONSULTANT shall furnish such additional security covering such claims as may be determined by the CITY.

C.1 PROOF OF INSURANCE - CERTIFICATES OF INSURANCE

1. Prior to commencing work or services under this Agreement, CONSULTANT shall furnish to CITY Certificates of Insurance, issued by CONSULTANT's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.
2. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
3. All Certificates of Insurance shall identify the policies in effect on behalf of CONSULTANT, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.
4. CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CONSULTANT of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONSULTANT from, or be deemed a waiver of CITY's right to insist on, strict fulfillment of CONSULTANT's obligations under this Agreement.

C.2 REQUIRED COVERAGE

1. Such insurance shall protect CONSULTANT from claims set forth below which may arise out of or result from the operations of CONSULTANT under this Contract and for which CONSULTANT may be legally liable, whether such operations be by the CONSULTANT or by a Sub-consultant or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.
2. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
3. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
4. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
5. Claims for damages insured by usual personal injury liability coverage;
6. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

7. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "1" "any auto" policy form CA00011293 or equivalent thereof.
8. Claims for bodily injury or property damage arising out of completed operations;
9. Claims involving contractual liability insurance applicable to the Contractor's obligations under the Indemnification Agreement;
10. Claims for injury or damages in connection with one's professional services;
11. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

C.2.1 Commercial General Liability - Minimum Coverage Limits

The Commercial General Liability insurance required herein shall be written for not less than \$1,000,000 limits of liability or ten percent (10%) of the Contract Price, whichever coverage is greater. Any combination between general liability and excess general liability alone amounting to a minimum of \$1,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$2,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CONSULTANT's operations and products, and completed operations.

C.2.2 General Liability - Minimum Coverage Limits

The General Liability insurance required herein, including, Comprehensive Form, Premises-Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent Contractors, and Personal Injury shall be written for Bodily Injury and Property Damage Combined shall be written for not less than \$1,000,000 or 10% of the contract cost and with a \$2,000,000 aggregate.

C.2.3 Automobile Liability

CONSULTANT shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONSULTANT's work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards if hazardous substances, materials or wastes are to be transported and a MCS 90 endorsement shall be included with coverage limits of \$5,000,000 per accident for bodily injury and property damage.

C.2.4 Worker's Compensation and Employer's Liability

CONSULTANT shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONSULTANT's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, CONSULTANT will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CONSULTANT.

C.2.5 Professional Liability

CONSULTANT shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by DESIGN CONSULTANT, or any person employed by CONSULTANT, with a claims made policy limit of not less than \$1,000,000.