



C o u n t y o f S a n L u i s O b i s p o

# General Services Agency

Janette D. Pell, General Services Agency Director

Helen McCann, Department Administrator

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## REQUEST FOR PROPOSAL PS- #1013 LOTUS NOTES/DOMINO WEB ACCESS V8.0.2 TRAINING

December 11, 2008

The County of San Luis Obispo is currently soliciting proposals for professional services for a consultant to create and deliver countywide training on Lotus Notes and Domino version 8.0.2.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County of San Luis Obispo reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Request for Proposal process.

If your firm is interested and qualified, please submit eight (8) copies and one (1) electronic copy of your proposal in either Adobe PDF or Microsoft Word 2003 format by **3:00 p.m. on January 9, 2009** to:

County of San Luis Obispo  
Phill Haley, GSA-Purchasing  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me. All other questions pertaining to the content of the proposal must be made in writing via e-mail to Shawn Shurick at: [sshurick@co.slo.ca.us](mailto:sshurick@co.slo.ca.us). All questions will receive a response within two business days. The question and its response will be posted (anonymously) on the Groupware Upgrade Internet site: <http://www.slocounty.ca.gov/itd/CurrentProjects/groupwarefpqa.htm>. The County reserves the right to determine the appropriateness of comments / questions that will be posted on the website.

Phill Haley  
Buyer – GSA-Purchasing  
[phaley@co.slo.ca.us](mailto:phaley@co.slo.ca.us)

**1 LOCAL VENDOR PREFERENCES**

**TO: ALL PROSPECTIVE PROPOSERS**  
**SUBJECT: LOCAL PROPOSERS PREFERENCE**

The County of San Luis Obispo has established a local vendor preference. All informal and formal Request for Proposals for contracts will be evaluated with a 5% preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor will be approved as such when, 1) It conducts business in an office with a physical location within the County of San Luis Obispo; 2) It holds a valid business license issued by the County or a city within the County; and 3) Business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference.

As of March 3, 1994 individual County Buyers evaluate RFP's (Request For Proposals) considering the local vendor preference described above. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200. All prospective proposers are encouraged to quote the lowest prices at which you can furnish the items or services listed in County proposals.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: \_\_\_\_\_

Authorized Individual: \_\_\_\_\_ Title: \_\_\_\_\_

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

## 2. PROPOSAL SUBMITTAL AND SELECTION PROCESS

- 2.1 All proposals in response to this Request for Proposal (RFP), consisting of quantity eight (8) printed copies and one (1) electronic copy on CD or DVD must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on January 9, 2008. Late proposals will not be considered.
- 2.2 All correspondence should be directed to:
- San Luis Obispo County  
General Services Agency  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408  
ATTENTION: Phill Haley  
Telephone: (805) 781-5904
- 2.3 It is preferred that all proposals be submitted on recycled paper, printed on two sides
- 2.4 Selection of qualified proposers will be by an approved County procedure for awarding professional contracts.
- 2.5 This request does not constitute an offer of employment or to contract for services.
- 2.6 The County reserves the option to reject any or all proposals, wholly or in part, received by reason of this RFP and to waive any irregularity or informality in any proposal or in the RFP process.
- 2.7 RFP responses and supporting documentation will become the property of the County and will not be returned. The County reserves the right to copy all materials submitted for evaluation purposes.
- 2.8 All proposals shall remain firm for ninety (90) days following closing date for receipt of proposals.
- 2.9 The proceedings of the Selection Committee are confidential. Members of the Selection Committee are not to be contacted by the proposers.
- 2.10 All costs associated with the development of the proposer's proposal, proposer presentations/demonstrations, travel, or any other costs or expenses incurred prior to awarding a contract are at the expense of the proposing proposer and will not be reimbursed by the County.
- 2.11 All information presented in a proposer's proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the County during subsequent negotiations.

2.12 The successful proposer is expected to execute a contract similar to the contract attached as Appendix A hereto. This sample contract is for reference to the anticipated terms and conditions governing the County and the successful proposer. The proposer must take exception in their proposal to any section of the attached contract they do not agree with. Failing to do so says they will agree to and abide by the terms spelled out in the sample contract. The County reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and conditions to the attached contract. BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT PROPOSERS READ THE COUNTY INSURANCE REQUIREMENTS OUTLINED IN THE ATTACHED SAMPLE CONTRACT. The selected proposer will be asked to provide evidence that County insurance requirements have been met. See Appendix A – Sample County Contract, and in the Sample County Contract the insurance requirements are found in Exhibit A.

2.13 Under the provisions of the California Public Records Act (the “Act”), Government Code section 6252 et seq., all “public records” (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under the Act, the County may be obligated to provide a copy of any and all responses to this RFP, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)]. If any proposer believes that information contained in its response to this RFP should be protected as a “trade secret”, the proposer must mark the top of each sheet of each page containing such information substantially similar to the following “TRADE SECRET – DO NOT DISCLOSE.” If there is any dispute, lawsuit, claim, or demand as to whether such information is a “Trade Secret”, proposer shall defend and indemnify the County arising out of such dispute, lawsuit, claim or demand.

2.14 Tentative Schedule of Events

The following timetable is provided to assist proposers. The County reserves the right to modify, in its sole discretion, the RFP schedule below:

<b>Date</b>	<b>Event</b>
Dec 11, 2008	RFP Release Date
Dec 18, 2008	Pre-Proposal Conference (10:00 A.M. Pacific)
Jan 9, 2009	Proposals Due (3:00 PM)
Jan 16, 2009	Screening Process Complete
Jan 27 – 29, 2009	Proposer Presentations (3-5 Proposer Finalists)
Feb 3, 2009	Screening Process Complete including reference checks
Feb 4, 2009	Finalist Selection
Jan 29 – Feb 27, 2009	Contract Negotiations
Mar 10, 2009	Board of Supervisors Contract Approval

Note: Proposer presentations are an integral part of the selection process. Firms that cannot demonstrate their approach to the training needs of the County during the dates prescribed by the County may be eliminated at the discretion of the County and other participants advanced. Scripts may be distributed to firms that have been selected for presentations approximately two weeks in advance of the presentations.

2.15 The County, through an impartial Selection Committee, will evaluate proposals using the factors described below. Proposals that are late, that do not comply with proposal instructions or those that take exceptions to mandatory requirements may be eliminated without further consideration. The impartial Selection Committee will evaluate the responses to the RFP and make a recommendation to the deciding authority. The award of the contract may be based upon the recommendation of the Selection Committee and the deciding authority. Proposals from proposers who are on a State or Federal Barment list will not be considered. All other proposals conforming to RFP submittal requirements will be given a thorough and objective review, based on the following criteria (not listed in order of importance):

- Overall Responsiveness, quality, attention to detail, and general understanding of the RFP requirements.
- Local Preference Questionnaire response.
- An evaluation of company background. The County may request further information regarding the financial stability of the proposer.
- References showing demonstrated success with work similar to that outlined in this RFP.
- A consideration of the value offered in the proposal including overall cost.
- An evaluation of completed Requirements Matrix and other responses to the requirements as defined in this RFP.
- An evaluation of demonstrated knowledge of Lotus Notes and Domino version 8.
- An evaluation of prior and related teaching experience, qualifications, and project implementation.
- An evaluation of scripted presentations (finalist candidates only).
- Any other criteria the County deems to be appropriate.

2.16 The County anticipates reviewing all proposals and developing a list of the top finalists. The County is under no obligation to explain why a proposer was or was not selected as a finalist. The County reserves the right to go back and talk with any proposer at any time.

- 2.17 The County's selection of the successful proposer will be made on the basis of the proposals, as submitted by the deadline date. Final proposer(s) will be selected based upon the selection criteria listed above and on possible follow up conversations with the finalists. The County at its sole option may select and contract with one or more proposer(s) for specific aspects of this RFP. Accordingly, the County may consider any response to this RFP as a whole or in part. A proposer may respond to specific aspects of this RFP and will not lose points for those aspects if compared to a proposer who responds to the entire proposal.
- 2.18 The County retains the right to meet with proposers at any time to gather additional information as part of the selection process. The County reserves the right to award the contract to the proposer who presents the proposal which, in the judgment of the County, best accomplishes the desired results. The County will take the proposed professional service fee under consideration. However, the County is under no obligation to award this contract to the proposal that represents the lowest cost. Upon the conclusion of the finalist process, the County may reject all proposals, enter into negotiations with one or more finalists, or enter into a contract with the selected finalist, or finalists, to the extent one or more contracts is awarded..
- 2.19 The Consultant shall provide within five (5) days after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.

### **3. PROPOSAL SUBMITTAL FORMAT**

#### **3.1 Proposal Paper**

It is preferred that all printed proposals be submitted on recycled paper, printed on two sides in portrait format. Landscape format is acceptable for a subset of information that won't fit well in portrait format. If information spans more than one page in landscape format, the pages of information should be readable one above the other when the bound edge, aligned on the left side, is rotated 90 (ninety) degrees to the right.

#### **3.1 Electronic Copy of Proposal**

An electronic copy of all proposals is required. The electronic copy shall be delivered on a CD or DVD and shall be readable using Microsoft Word 2003 or Adobe Acrobat 8 Standard Edition.

#### **3.2 Proposal Format**

Proposers are required to follow the proposal format specified in this RFP. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of the RFP, including the expected cost details of the project. Emphasis will be on completeness, clarity of content, responsiveness to the requirements, and an understanding of San Luis Obispo County's needs as presented in the Request for Proposal (see section 2, Proposal Submittal and Selection Process) The proposal should contain only information that directly responds to the RFP.

All of the sections listed below must appear in the submitted proposal in the order shown here. If any sections do not apply or are optional to the proposal, include the section with a statement of nonapplicability. Non-conformance to this designated format may be considered grounds for disqualifying proposals.

##### **3.2.1 Section 1 – Offer Letter**

Proposers must include a letter signed by a representative authorized to commit the proposing entity in contractual matters which includes:

- A statement that your company meets the "Must Have" requirements outlined in Appendix A - Requirements Matrix
- The offer letter must contain the following statement, "Vendor expressly acknowledges that we have read the indemnification and insurance provisions in Sample Contract in Appendix A, Exhibit A, and will comply with all terms and conditions as written."
- The offer letter must include an exception to any section of the attached contract the proposer does not agree with. Failing to do so says they will agree to and abide by the terms spelled out in the sample contract.
- A specification of who should be contacted in follow-up to your response along with their contact information.

### 3.2.2 Section 2 – Executive Summary

Proposers must include an Executive Summary. This part of the response to the RFP should be limited to a brief narrative highlighting the proposer's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. Please include any benefits your company has over your competitors.

### 3.2.3 Section 3 – Company Background

Proposer must provide their response to the following statements and questions in this section of their proposal.

1. Name of Company.
2. Name of Parent Company if applicable.
3. Company website address.
4. Address of proposer location that will service this account.
5. Number of years the company has been in business.
6. Is your corporation a California corporation? If you are a non-California corporation, is your corporation registered with the California Secretary of State to do business in California?
7. Does your company have a California street address and telephone number for purposes of Service of Process? If so, please provide the name, address, and telephone number.
8. Gross revenue for the prior fiscal year (in US dollars).
9. Is your organization anticipating any expansion or re-organization within the next year? If yes, please briefly describe this.
10. How many employees are in your company?
11. How many individuals are qualified to deliver the training specified in Section 4 Project Background and Requirements
12. Is your corporation listed on a Government Barment list?

### 3.2.4 Section 4 – Proposed Solution

Refer to the Project Background and Requirements section below for details on the County's training service needs and requirements. In completing this section please respond to the following and include details as appropriate.

- Provide details on how you could meet or exceed the requirements listed in this RFP.
- Provide details on the type of equipment that will be used to deliver these training services to the County, and any equipment or facilities are needed by your company to deliver these training services.
- Briefly describe your company's facilities in San Luis Obispo County that will be used to deliver your proposed solution, if any.

3.2.5 Section 5 – Alternative Proposed Solution (Optional)

Briefly describe how your company can meet the requirements through alternative solutions, if any.

3.2.6 Section 6 – Additional Comments (Optional)

Please provide any other materials, suggestions, and comments you deem appropriate, if any.

3.2.7 Section 7 – References and On-Site Visits

Provide at least three (3) customer references that have used your services for training, preferably for Lotus Notes or Outlook email and calendaring training. At least one reference should be for training that was provided on-site.

3.2.8 Section 8 – Cost Proposal

The proposed project costs must be quoted according to the following format. This table breaks down the costs associated with the proposed solution. When the selected proposer enters into contract negotiations the County has the right to select one or more of these line items in any appropriate combination to meet the needs of this project.

<b>COST PROPOSAL</b>				
<b>Maximum Number of Students Per Class</b>	<b>Number of Classes Per Day</b>	<b>Item Description</b>	<b>Daily Cost</b>	<b>Extended Amount</b>
<b>Proposed Professional Services</b>				
		<b>A. Lotus Notes 8 Transition - Lecture</b>	\$000,000.00	\$000,000.00
		<b>B. Lotus Notes 8 Notes Basics – Hands-On Classroom Style Training</b>	\$000,000.00	\$000,000.00
		<b>C. Lotus Notes 8 Notes Advanced – Hands-On Classroom Style Training</b>	\$000,000.00	\$000,000.00
		<b>D. Lotus Notes 8 Calendar and Scheduling In-Depth – Hands-On Classroom Style Training</b>	\$000,000.00	\$000,000.00
		<b>A.CBT Lotus Notes 8 Transition – Computer Based Training, self-paced</b>	\$000,000.00	\$000,000.00
		<b>B.CBT Lotus Notes 8 Notes Basics – Computer Based Training, self-paced</b>	\$000,000.00	\$000,000.00
		<b>A.CBT Abbreviated Lotus Notes 8 Transition – Computer Based Training, self-paced</b>	\$000,000.00	\$000,000.00
		<b>Sub-Total Professional Services</b>	\$000,000.00	\$000,000.00

**LOTUS NOTES/DOMINO WEB ACCESS V8.0.2 TRAINING**

Maximum Number of Students per Class	Number of Classes Per Day	Description	Daily Cost	Amount
<b>Facilities and Computer Costs</b>				
		A. Lotus Notes 8 Transition - Lecture	\$000,000.00	\$000,000.00
		B. Lotus Notes 8 Notes Basics – Hands-On Classroom Style Training	\$000,000.00	\$000,000.00
		C. Lotus Notes 8 Notes Advanced – Hands-On Classroom Style Training	\$000,000.00	\$000,000.00
		D. Lotus Notes 8 Calendar and Scheduling In-Depth – Hands-On Classroom Style Training	\$000,000.00	\$000,000.00
		<b>Sub-Total Facilities and Computer Costs</b>	\$000,000.00	\$000,000.00
<b>Proposed Expenses (All other expenses should be built into your quoted rates.)</b>				
		Insurance Fee to Comply with County General Conditions	\$000,000.00	\$000,000.00
		<b>Total Expenses</b>	\$000,000.00	\$000,000.00
County will be responsible for all taxes (including sales, use, property, excise, value added and gross receipts but not including taxes based on Contractor’s income), import duties and fees and charges of any kind levied or imposed by any federal, provincial, state or local governmental entity in connection with any services or software provided by Contractor to County.				
<b>TOTAL COST PROPOSAL</b>				
			\$000,000.00	\$000,000.00

## **4. PROJECT BACKGROUND AND REQUIREMENTS**

### **4.1 General Information**

The County of San Luis Obispo, General Services Agency - Information Technology (GSA-IT) is soliciting responses to this Request for Proposal (RFP) for services needed to train new and existing users of Lotus Notes and Domino Web Access version 6.5, and who will be moving to version 8.0.2 in spring of 2009. This training will be offered in a variety of approaches, including a hands-on classroom style setting, lecture style, and self-paced computer-based training (CBT).

#### 4.1.1. The County of San Luis Obispo

Of the current 58 California counties, San Luis Obispo County is one of only 11 original counties established in 1850. San Luis Obispo County has 22 departments and approximately 2,800 employees. Additional information about the County can be accessed via the Web at: <http://www.slocounty.ca.gov/Home.htm>

#### 4.1.2. County Email and Groupware

The County is standardized on IBM Lotus Notes/Domino platform as its e-mail and enterprise collaboration tool. While the County still uses Lotus Notes/Domino Bulletin Boards for storage of key documents, the County's Internet and Intranet are hosted on a Content Management System provided by Active Networks.

The County has approximately 2500 Lotus Notes/Domino users who are geographically dispersed throughout the County. County employees primarily use the e-mail component of Lotus Notes along with some calendaring and e-Forms features. A limited number of custom Lotus Notes/Domino applications have been developed.

The County also supports remote access to Lotus Notes/Domino via a secure Virtual Private Network (VPN) and using Domino Web Access (DWA).

### **4.2 Project Scope**

The goal of this project is to train all users of County-supplied groupware in the form of Lotus Notes and Domino Web Access. These training classes will be offered at scheduled times beginning in late March of 2009 and continuing into August of 2009. Refer to the schedule below for the approximate number of users and number of days in each week for the desired training. The County will work with the company to define the specific dates within each week for delivery of the lecture and hands-on classroom style training. These specific dates will depend on the availability of training facilities at the County's site or the proposer's location, and class type needs. Each class will stand alone in content, without the need for the user to have attended a different class.

### 4.3 General Requirements

#### 4.3.1 Locations

Classrooms for up to 20 (twenty) students per class for hands-on training may be available at the County. These classrooms include 16 networked student PC's with the minimum hardware requirements needed for running the Standard Lotus Notes version 8.0.2 client. A room for approximately 100 attendees may be provided by the County for the lecture style training. If the proposer can provide PC's, connectivity, and physical space, this should be priced separately. The proposer must indicate the number of participants per class that can be accommodated per session, whether the training classroom will be provided by them or by the County.

#### 4.3.2 Training Environment

The proposer will furnish the computer training environment, including VMware workstation images for client and server for the hands on training, and any computer for use by the presenter for any style of training proposed except CBT.

#### 4.3.3 Enrollment

The County will supply a method for signups in the lecture and classroom-style classes based on plans set forth by the County for number of participants and departments assigned to specific time slots. The proposer will supply a method for signups for the CBT classes. Participants will be allowed to reschedule for a different lecture or classroom-style class if it falls in a timeslot assigned to their department, with an agreed-to minimum required notice. This minimum notice will be agreed to prior to the registration period for all classes between County and proposer, and be no less than 24 hour notice without forfeiting the class unless a suitable trade can be arranged by the participant for an equal spot in a different department's assigned class.

#### 4.3.4 Tracking the classes (CBT only)

The proposer will provide the ability for a supervisor to verify the completion of the class, along with what modules were visited, in order to track progress. This method must provide the requested information about the students' progress within 48 hours. Proposers will be allowed significant latitude on meeting student tracking requirements provided the information is electronic and can be tracked and saved for future reference.

#### 4.3.5 Class Materials

The proposer will supply to the County a copy of each proposer class presentation and material two (2) weeks prior to the delivery of the first course. Suggested modifications to the course material requested by the County will be allowed and implemented, provided the County gives the selected proposer at least two (2) business days advance notice to allow the selected proposer time to adjust the presentation.

#### 4.3.6 Expectations for Hands-On Classes

Each hands-on class will give the student the opportunity to participate in classroom exercises in order to reinforce the features demonstrated.

#### 4.3.7 County Specific Items

Information regarding County-specific items on the topics for each class listed under 'Specific Courses' will be provided to the proposer within one week of awarding the contract, or a contractually agreed-to date requested for this material by the proposer to the County.

#### 4.3.8 No Prerequisites Needed

Each class will stand alone in content, without the need for the user to have attended a different class.

#### 4.3.9 Availability of CBT material

Each class will be available to the participant for a full 12 months after the student first registers, whether or not the participant completed all class material during that 12 month period.

#### 4.3.10 Estimated Number of Students

The table in section 4.5 shows the estimated number of students and type of training to be provided each week. These numbers are expected to vary. Proposers must address how they will handle this variation in student numbers per class and the number of classes offered. The final class schedule will be developed at least 2 weeks prior to delivery of the training.

### **4.4 Detailed Requirements – Specific Course Descriptions**

In general there are seven (7) courses the County would like to offer to a number of students during the months of April through August of 2009. During this time the County will be deploying the new version of Lotus Notes v8.0.2 to each user, and this is planned for the week or two after they receive whichever type of training they have chosen. See the Course Delivery Schedule in Section 4.5 for the numbers of students needing training and weeks of desired delivery for these courses.

Four (4) are either lecture or hands-on classroom style training, and the remaining three (3) courses use the same course topics in a CBT format of various durations.

If County training facilities are to be used, the County will attempt to reserve the end of each week for this training, starting with Friday if one day of training is needed, and working back into Thursday, then Wednesday as needed. The lecture-style training facility will allow for 100 students or less, and the classroom-style training facility will allow for 18 students or less. Where there are less than 100 students to be trained in a week, two lecture-style courses are needed to make sure each department has two times to offer their students.

## A. Lotus Notes 8 Transition, Lecture

Target Audience: Users comfortable using most of the existing features in Lotus Notes 6.5, but need a review of basic features shown in Lotus Notes version 8, and are interested in learning about the new features in Lotus Notes version 8.

### Delivery:

- 1.5 Hr + .5 hr Question and Answer (Q&A) Lecture-style presentation
- The proposer will electronically distribute an electronic copy in .pdf or Microsoft Office 2003 of the presentation plus any supplemental information five (5) business days ahead of the delivery to the County. The County may provide hard copies of this material as required to all attendees prior to the start of the class. If hard copies are required, proposers shall state this in their response.
- The proposer will include instruction and demonstrations on the use of both the Standard (full) Client and Domino Web Access; most employees in the County use the Standard (full) Client
- The content of the class will focus on the changes users will see in the transition to Lotus Notes v8.0.2 for the following list of topics:
  1. County Specific Introductory Items
    - Password requirements and lockout (for number of tries, expiration)
    - Summary of features the County is implementing (County to provide this outline in writing, lecturer to edit Course accordingly)
  2. Overview/Navigation
    - Getting Started Page
    - Browser Password (County requires both Password Lockout after 3 attempts and Expiration Date)
    - Home page
    - Open Button
    - Lotus Notes 8 Search Toolbar
  3. Mail
    - Conversation View
    - Addressing Improvements
    - Message Creation Improvements
    - Attachment Dialog Box
  4. Calendar
    - Ghosted Calendar entries
    - Cancelled Meetings
    - Free Time Search
    - Resource Search
    - Delegate calendar
  5. Contacts
    - Business Card View
    - Contact Search
    - Contact Delegation
  6. Integration
    - The Sidebar (plug-ins)
    - RSS Feeds

**A.CBT Lotus Notes 8 Transition for Lotus Notes Standard Client users, Web-Based**

Target Audience: Users comfortable using most of the existing features in Lotus Notes 6.5, but need a review of basic features shown in Lotus Notes version 8, and are interested in learning about the new features in Lotus Notes version 8.

Delivery:

- Four (4) hour self-paced CBT course to prepare current Lotus Notes users to use the new features for Lotus Notes 8
- Content of the course to equal the topics covered in Course A 'Lotus Notes 8 Transition – Lecture' above
- The proposer will include instruction and demonstrations on the use of both the Standard (full) Client and Domino Web Access; most employees in the County use the Standard (full) Client

**A.CBT Abbreviated Lotus Notes 8 Transition for Lotus Notes Standard Client users, Web-Based**

Target Audience: Users comfortable using the basic existing features in Lotus Notes 6.5, but need a review of basic features shown in Lotus Notes version 8, and are interested in learning about the new features in Lotus Notes version 8.

Delivery:

- Fifteen (15) to thirty (30) minute self-paced CBT course to prepare current Lotus Notes users to use the new features for Lotus Notes 8
- The course will include instruction on the use of the Standard (full) Client, identifying limitations for Domino Web Access (DWA)
- The content of the class will focus on the changes users will see in the transition to Lotus Notes v8.0.2 for the following list of topics:
  1. County Specific Introductory Items
    - Password requirements and lockout (for number of tries, expiration)
    - Summary of features the County is implementing (County to provide this outline in writing, lecturer to edit Course accordingly)
  2. Overview/Navigation
    - Getting Started Page
    - Browser Password (County requires both Password Lockout after 3 attempts and Expiration Date)
    - Home page
    - Open Button
    - Lotus Notes 8 Search Toolbar
  3. Mail
    - Conversation View
    - Addressing Improvements
    - Message Creation Improvements
    - Attachment Dialog Box

4. Calendar
  - Ghosted Calendar entries
  - Cancelled Meetings
  - Free Time Search
  - Resource Search
  - Delegate calendar
5. Contacts
  - Business Card View
  - Contact Search
  - Contact Delegation

## **B. Lotus Notes 8 Notes Basics, Hands-On**

Target Audience: New users to Notes 8, with some experience using an email application

Delivery:

- Three and a half (3.5) hour, hands-on, instructor-led class to focus on the basics of using Lotus Notes
- The proposer will include instruction and demonstrations on the use of both the Standard (full) Client and Domino Web Access; most employees in the County use the Standard (full) Client
- Proposer to provide a courseware manual for each participant
- The course content will cover the following list of topics:
  1. County Specific Items
    - Password requirements and lockout (for number of attempts, expiration)
    - Summary of features the County is implementing (County to provide this outline in writing, lecturer to edit Course accordingly)
  2. Home Page
    - Tour the Home Page
    - Home Page actions
    - Toolbar Search
    - Right-click search
    - Web-style search
    - Open button
    - Show Thumbnails button
    - Sidebar
  3. New Menu Choices
    - File Open
    - File Preferences
    - File Close All
    - File Application
    - View Advanced Menus
    - View Toolbar
    - Tools menu
    - Help

4. New Message
  - More action button
  - Attachments
  - Display action button
  - Multi-level undo
  - Print tabbed tables
5. Mail Inbox
  - Tour the Inbox (new sort capabilities, eg: sort by subject)
  - Replying to email messages (reply to all, reply with history, deleting attachments)
  - Document selection
  - Show button, preview to right
  - Hover over icon to see document type
  - One-click actions
  - Refresh action
  - Archive
  - Mail quota reminder, what to do next (use archive, detach attachments, delete messages, deleting mail in a conversation view)
  - View Collaboration History
  - Automatic Inbox clearing
6. Other Mail Changes
  - Out-of-Office notification (it turns itself off)
7. New Calendar Entry
  - Create a new Calendar Entry
  - Check (your) Calendar action
  - Mark Available
  - Click links
8. Display action button
  - Find Rooms, Find Resources
  - Find Available Times tab
9. Calendar Views
  - New look
  - Appointments and meetings clearly defined
  - View navigation
  - New and Respond buttons
  - Delete action button
  - Show button
  - Lists views
  - Open others Calendars
  - Open Group Calendars
  - Show invitations on Calendar
  - Show cancelled meetings on Calendar
  - Calendar footer
  - Delegate calendar
  - Show free time (share County default settings)

10. Contacts

- New views
- New action button
- Browse action button
- Show action button
- New Contact form
- Contact list synchronization between web and full client
- Contacts delegation (high priority)
- As a Contacts delegate

11. Sidebar Applications

- Day-At-A-Glance application
- Feeds application (low priority)

**B.CBT Lotus Notes 8 Notes Basics, Hands-On, Web-Based**

Target Audience: New users to Lotus Notes 8, with some experience using an email application

Delivery:

- Four (4) hour self-paced course for users unable to attend the instructor-led hands on course, focusing on the same on topics presented in course B 'Lotus Notes 8 Notes Basics – Hands-On' above
- The student will be able to select the topic s/he wishes to learn more about without having to go in order
- The proposer will include instruction and demonstrations on the use of both the Standard (full) Client and Domino Web Access; most employees in the County use the Standard (full) Client
- County Technical Support will be able to send links to a specific topic in response to a customer question
- No courseware is required

**C. Lotus Notes 8 Notes Advanced – Hands-On**

Target Audience: Power Users (experienced with Lotus Notes 6.5) who need more advanced instruction, who spend the majority of their day in the Standard Lotus Notes Client

Delivery:

- Three and a half (3.5) hour hands-on, instructor-led class to focus on the new features of Lotus Notes 8
- Proposer to provide a courseware manual for each participant
- The proposer will include instruction and demonstrations on the use of both the Standard (full) Client and Domino Web Access; most employees in the County use the Standard (full) Client
- The course content will cover the following list of topics:

1. County Specific Items
  - Password requirements and lockout (for number of attempts, expiration)
  - Summary of features the County is implementing (County to provide this outline in writing, lecturer to edit Course accordingly)
2. Home Page
  - Tour the Home Page - customization
  - Home Page actions – advanced menus
  - Toolbar Search – searching other databases
  - Right-click search
  - Web-style search
  - Open button
  - Show Thumbnails button
  - Sidebar
3. New Menu Choices
  - File Open
  - File Preferences
  - File Close All
  - File Application
  - View Advanced Menus
  - View Toolbar
  - Tools menu
  - Help
4. New Message
  - More action button
  - Attachments
  - Display action button
  - Multi-level undo
  - Print tabbed tables
5. Mail Inbox
  - Tour the Inbox (new sort capabilities, eg: sort by subject)
  - Document selection
  - Show button, preview to right
  - Hover over icon to see document type
  - One-click actions
  - Refresh action
  - Archive
  - Mail quota reminder, what to do next (use archive, detach attachments, delete messages, deleting mail in a conversation view)
  - View Collaboration History
  - Automatic Inbox clearing
  - New color coding and sorting options (by sender/subject, hiding columns)
  - Organize your inbox using rules

6. New Calendar Entry
  - Create a new Calendar Entry
  - Find Rooms, Find Resources
  - Configuring Preferred Resources
  - Rescheduling Entries (single, repeating instances)
  - Print your calendar – all views
  - Delegate calendar
7. Other Mail Changes
  - Out-of-Office notification (it turns itself off)
8. Remote Access
  - How to log in
  - What you can and can't do (County specific, the County will take 10 minutes to teach this during the course)
9. Contacts
  - New views
  - New action button
  - Browse action button
  - Show action button
  - New Contact form
  - Contact list synchronization between web and full client
  - Contacts delegation (high priority)
  - As a Contacts delegate
10. Sidebar Applications
  - Day-At-A-Glance application
  - Feeds application (low priority)

#### **D. Lotus Notes 8 Calendar and Scheduling In-Depth, Hands-On**

Target Audience: Power Users (experienced with Lotus Notes 6.5) and people who manage other people's calendars who need more in-depth, hands-on instruction in Lotus Notes 8

##### Delivery :

- Three and a half (3.5) hour, hands-on, instructor-led class to focus on the new features of Lotus Notes 8
- The proposer will include instruction and demonstrations on the use of both the Standard (full) Client and Domino Web Access; most employees in the County use the Standard (full) Client
- Proposer to provide a courseware manual for each participant
- The course content will cover the following list of topics:
  1. County Specific Items
    - Password requirements and lockout (for number of tries, expiration)
    - Summary of features the County is implementing (County to provide this outline in writing, lecturer to edit Course accordingly)

2. New Calendar Entry

- Create a new Calendar Entry
- Check (your) Calendar action
- Mark Available
- Click links
- Display action button
- Find Rooms, Find Resources
- Configuring Preferred Resources
- Find Available Times tab (select subset of invitees for free time search)
- Repeating Entries
- Processing and Understanding Decline Notices
- Creating and Managing Group To-do's
- Print your calendar – all views
- Room Ownership

3. Changing Calendar Entries

- Rescheduling Entries (single, repeating instances)
- Changing invitee lists
- Changing resources

4. Calendar Views

- New look
- Appointments and meetings clearly defined
- View navigation
- New and Respond buttons
- Delete action button
- Show button
- Lists views
- Open another user's Calendar
- Create and use Group Calendars
- Show invitations on Calendar
- Show cancelled meetings on Calendar
- Calendar footer
- Delegate calendar
- Show free time (share County default settings)
- Best practices for managing another user's calendar
- Autoprocessing invitations
- Using mail rules to organize meeting invitation responses

4.5 Course Delivery Schedule and Estimated Numbers of Students

Week beginning	Classroom or Lecture Style Training, # of Students			
	A. Lecture (2 classes minimum per week)	C. Hands On Notes Power User	D. Hands On Power User Scheduling	B. Hands On Basic
3/30/2009	102	15	8	0
4/6/2009	0	0	0	0
4/13/2009	80	17	34	0
4/20/2009	0	0	0	0
4/27/2009	0	0	0	0
5/4/2009	279	24	12	15
5/11/2009	0	0	0	0
5/18/2009	0	0	0	0
5/25/2009	61	32	15	0
6/1/2009	0	0	0	0
6/8/2009	0	0	0	0
6/15/2009	0	10	10	0
6/22/2009	0	0	0	0
6/29/2009	0	0	0	0
7/6/2009	0	0	0	0
7/13/2009	0	0	0	0
7/20/2009	116	32	32	0
7/27/2009	0	50	30	0
8/3/2009	0	0	0	0
<b>Total numbers of students</b>	638	180	141	15
<b>Grand Total Lecture/Classroom</b>	974			
<b>Timing Open</b>	<b>Computer Based Training (CBT)</b>			
	<b>A.CBT</b>	<b>B.CBT</b>	<b>A. CBT Abbreviated</b>	
<b>Total number of students</b>	1230	30	425	
<b>Grand Total CBT</b>	1685			

**4.6 Requirements Matrix**

**Note:** The priority column indicates two categories:

- ❖ “Must have” (requirement of the selected proposer and is not optional)
- ❖ Each “should have” is highly desirable

Proposers are to indicate their compliance in the response column. Responses must not be a simple “yes” or “no” but proposer must articulate and provide evidence of how they meet the requirements. Further details may be provided in the text of your response but must be numbered according to the reference numbers here.

Ref. No.	Requirement	Priority	Proposer Response
1.1	An instructor who can demonstrate substantial knowledge of Lotus Notes and Domino Web Access for Version 8.0.2	<b>Must have</b>	
1.2	Demonstrate the ability to deliver lecture style training according to the proposed syllabus specified in the detailed class requirements above, and according to the schedule of training needs	<b>Must have</b>	
1.3	Demonstrate the ability to deliver classroom style hands-on training, including required environmental needs, according to the proposed syllabuses specified in the detailed class requirements above, and according to the schedule of training needs.	<b>Must have</b>	
1.4	Demonstrate the ability to deliver computer based training, self-paced, according to the proposed syllabuses specified in the detailed class requirements above.	<b>Must have</b>	
1.5	Demonstrate the ability to provide a training venue to include classrooms and computers for the hands-on computer based training specified in the detailed class requirements above, and according to the schedule of training needs	<b>Should have</b>	

<b>1.6</b>	Demonstrate the ability to provide the computer and projector required for a lecture or classroom style class	<b>Must have</b>	
<b>1.7</b>	Demonstrate the ability to provide a tracking mechanism for use by supervisors of students who will take the computer-based training courses, as described above.	<b>Should have</b>	

## Appendix A – Sample County Contract

### CONTRACT

FOR

INFORMATION TECHNOLOGY SOLUTION

THIS CONTRACT FOR INFORMATION TECHNOLOGY SOLUTION (“Contract”) is made and entered into by and between the County of San Luis Obispo (“County” or “Licensee”), a public entity in the State of California, and [VENDOR\_NAME], a [STATE] Corporation (“Proposer” or “Contractor”).

WITNESSETH:

**WHEREAS**, County is planning to migrate new and existing users of Lotus Notes and Domino Web Access to version 8.0.2, and

**WHEREAS**, County is in need of training on the features of the new Lotus Notes and Domino Web Access version 8.0.2 for new and existing users, and

**WHEREAS**, Contractor has certain prior experience in supplying training classes on Lotus Notes and Domino Web Access and has qualified staff who are trained, experienced, expert and competent to provide special professional consulting services for the appropriate fees and the terms and conditions hereinafter set forth; and

**WHEREAS**, Contractor has different skills and products than can be produced by County civil service employees; and

**WHEREAS**, the purpose of this contract is to provide professional services and facilities for the delivery of this training.

**NOW THEREFORE**, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties hereby agree that Contractor shall supply the goods and perform the services described herein for the compensation set forth herein, subject to the terms and conditions set forth herein.

1. General Conditions – The parties agree to the general conditions described in Exhibit A “General Conditions”, attached hereto and incorporated herein by reference as if set forth in full at this point.
2. Professional Services – Contractor agree to perform professional services and the parties agree to the terms and conditions related to supply of said goods and professional services in Exhibit B “Statement of Work”, attached hereto and incorporated herein by reference as if set forth in full at this point.

- 3. Compensation – The parties agree to the compensation described in Exhibit C “Compensation”, attached hereto and incorporated herein by reference as if set forth in full at this point.
- 4. Special Conditions – The parties agree to the special conditions described in Exhibit D “Special Conditions” (if any), attached hereto and incorporated herein by reference as if set forth in full at this point.
- 5. Notices – Written notices required in this contract shall be provided to:

COUNTY  
 Janette Pell  
 Director  
 County of San Luis Obispo  
 General Services Agency  
 1087 Santa Rosa Street  
 San Luis Obispo, CA 93408

CONTRACTOR  
 Contact Name  
 Contact Title  
 Company Name  
 Mailing Address Line 1  
 Mailing Address Line 2  
 City, State Zip

**IN WITNESS WHEREOF**, the parties have executed this agreement as of the date set forth below.

Nothing further follows except signatures.//

**CONTRACTOR:**

[PROPOSER NAME]

A [STATE] Corporation

By: \_\_\_\_\_  
\_\_\_\_\_

Proposer Contact Name

Date

Proposer Contact Title

**NOTARIZATION**

STATE OF \_\_\_\_\_ )

) SS.

On \_\_\_\_\_ before me, (here insert name and title of the officer), personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_ (SEAL)

Notary Public

My Commission Expires: \_\_\_\_\_

**COUNTY:**

COUNTY OF SAN LUIS OBISPO

A Public Entity in the State of California

**COUNTY COUNSEL:**

Approved as to form and legal effect.

WARREN R. JENSEN  
County Counsel

By: \_\_\_\_\_  
\_\_\_\_\_

Deputy County Counsel

Date

**COUNTY OF SAN LUIS OBISPO**

A Public Entity in the State of California

By: \_\_\_\_\_  
\_\_\_\_\_

Chair, Board of Supervisors

Date

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_

County Clerk and Ex-Officio Clerk  
of the Board of Supervisors

Date

**EXHIBIT A – General Conditions**

1. **Independent Contractor.** Contractor, its officers, agents, employees, contractors and subcontractors, shall be deemed to be an independent contractor of County at all times during this Contract. Nothing in this Contract shall be construed as creating a civil service employer-employee relationship, partnership or a joint venture relationship. Nothing in this Contract authorizes or permits the County to exercise discretion or control over the professional manner in which Contractor provides services; provided, however, Contractor's services shall be provided in a manner consistent with all applicable standards and regulations governing such services.
2. **No Eligibility for Fringe Benefits.** Contractor understands and agrees that Contractor and its personnel are not, and will not be, eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee. The only performance and rights due are those specifically stated in this Contract or existing as a matter of law.
3. **Warranty of Contractor for Provision of Services.** Contractor warrants that Contractor has obtained and shall keep in full force and effect during the term of this Contract all permits, registrations and licenses, if necessary, to accomplish the work specified in the Contract. Contractor warrants that it, and each of the personnel employed or otherwise retained by Contractor, will at all times, to the extent required by law, be properly certified and licensed under the local, state and federal laws and regulations applicable to the provision of services herein.
4. **Warranty of Contractor re Compliance with all Laws.** Contractor warrants that Contractor shall keep informed of, observe, comply with, and cause all of its agents and personnel to observe and comply with all Federal, State, and local laws and rules and regulations made pursuant to such laws, which in any way affect the conduct of work under this Contract. If any conflict arises between provisions of the scope of work or specifications in this Contract and any law, then the Contractor shall immediately notify the County in writing.
5. **Power and Authority of Contractor.** If Contractor is a corporation or a limited liability company, Contractor represents and warrants that it is and will remain, throughout the term of this Contract, either a duly organized, validly existing California corporation or limited liability company in good standing under the laws of the State of California or a duly organized, validly existing foreign corporation or limited liability company in good standing in the state of incorporation or organization and authorized to transact business in the State of California.
6. **Non-Assignment of Contract.** Inasmuch as this Contract is intended to secure the specialized services of Contractor, Contractor shall not delegate, assign, or otherwise transfer in whole or in part his/her/its rights or obligations under this Contract without the prior written consent of the County. Any such assignment, transfer, or delegation without the County's prior written consent shall be null and void.
7. **Entire Agreement and Modifications.** This Contract supersedes all previous contracts between the parties hereto on the same subject matter and constitutes the entire understanding of the parties hereto on the subject matter of this Contract. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.
8. **Governing Law.** This Contract shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws provisions.
9. **Waiver.** No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Contract shall impair any such right power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

**LOTUS NOTES/DOMINO WEB ACCESS V8.0.2 TRAINING**

10. **Severability.** Contractor agrees that if any provision of this Contract is found to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Contract so as to affect the original intent of the parties as closely as possible.
11. **Nondiscrimination.** Contractor agrees that it will abide by all Federal and State labor and employment laws and regulations pertaining to unlawful discrimination prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sexual orientation, disability or national origin, and those conditions contained in Presidential Executive Order number 11246.
12. **Notices.** All notices given or made pursuant hereto shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by registered or certified mail (postage paid, return receipt requested) or sent by a nationally recognized overnight courier (providing proof of delivery) to the parties at the following addresses or sent by electronic transmission to the following facsimile numbers (or at such other address or facsimile number for a party as shall be specified by like notice):

**INSERT ADDRESSES**

Any such notice shall be deemed to have been received if: (a) in the case of personal delivery or facsimile transmission with confirmation retained, on the date of such delivery; (b) in the case of nationally recognized overnight courier, on the next business day after the date sent; (3) in the case of mailing, on the third business day following posting.

13. **Headings.** The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.
14. **Indemnification.** Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or entity, including Contractor/Consultant, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims or losses in their entirety. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.
15. **Insurance.** Contractor, at its sole cost, shall purchase and maintain the insurance policies set forth below on all of its operations under this Contract. All of the insurance companies providing insurance for Contractor/Consultant shall have, and provide evidence of, an A.M. Best and Co. rating of A:VII or above, unless exception is granted by the County's Risk Manager, and be authorized to do business in the State of California. Further, all policies shall be maintained for the full term of this Contract and related warranty period if applicable.

A. Scope and Limits of Required Insurance Policies.

- i. Commercial General Liability. Policy shall include coverage at least as broad as set forth in Insurance Services Office Commercial General Liability Coverage (CG 00 01) with policy limits of not less than two million dollars (\$2,000,000.00) combined single limit per occurrence. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:
  - a) The County, its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Contract.
  - b) The insurance provided herein shall be considered primary coverage to the County with respect to any insurance or self insured retention maintained by the County. Further, the County's insurance shall be considered excess insurance only and shall not be called upon to contribute to this insurance.
  - c) The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County.

ii. Business Automobile Policy. Policy shall include coverage at least as broad as set forth in the liability section of Insurance Services Office Business Auto Coverage (CA 00 01) with policy limits of no less than \$1 million dollars combined single limit for each occurrence. Said insurance shall include coverage for owned, non-owned, and hired vehicles. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:

- a) The County, its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
- b) The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County.

iii. Workers' Compensation/Employer's Liability Insurance.

a) Workers' compensation policy shall provide statutory limits as required by State of California. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:

- 1) Contractor and its insurer shall waive all rights of subrogation against the County, its officers and employees for workers' compensation losses arising out of this contract.
- 2) The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County.

b) Employer's liability policy shall provide one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

B. Deductibles and Self-Insurance Retentions.

All deductibles and/or self-insured retentions which apply to the insurance policies required herein will be declared in writing and approved by the County prior to commencement of this contract.

C. Documentation.

Prior to commencement of work and annually thereafter for the term of this contract, Contractor will provide to the County properly executed certificates of insurance clearly evidencing the coverage, limits, and endorsements specified in this contract. Further, at the County's request, the Contractor shall provide copies of endorsements and certified copies of the insurance policies within thirty days of request.

D. Absence of Insurance Coverage.

The County may direct Contractor to immediately cease all activities with respect to this Contract if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverage levels at or above the limits specified in this contract. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense

16. **Nonappropriation of Funds.** In the event that the term of this Contract extends into fiscal years subsequent to that in which it was approved, continuation of the Contract is contingent on the appropriation of funds by the San Luis Obispo County Board of Supervisors or, if applicable, provision of State or Federal funding source. If the County notifies Contractor in writing that the funds for this Contract have not been appropriated or provided, this Contract will terminate. In such an event, the County shall have no further liability to pay any funds to the Contractor or to furnish any other consideration under this Contract, and the Contractor shall not be obligated to perform any provisions of this Contract or to provide services intended to be funded pursuant to this Contract. If partial funds are appropriated or provided, the County shall have the option to either cancel this Contract with no liability to the County or offer a Contract amendment to the Contractor to reflect the reduced amount.

## LOTUS NOTES/DOMINO WEB ACCESS V8.0.2 TRAINING

17. **Force Majeure.** Neither the County nor Contractor shall be deemed in default in the performance of the terms of this Contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, Federal, States or other governmental bodies; any laws or regulations of such municipal, Federal, States or other governmental bodies; or any catastrophe resulting from flood fire, explosion, or other causes beyond the control of the defaulting party. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Contract.
18. **Signatory authority.** Any individual executing this Contract on behalf of Contractor represents and warrants that he/she has full power and authority to enter into, deliver, and perform this Contract on behalf of Contractor, and that this Contract is binding upon said Contractor in accordance with its terms.
19. **Nondisclosure.** All reports, information, documents, or any other materials prepared by Contractor under this Contract are the property of the County unless otherwise provided herein. Such reports, information, documents and other materials shall not be disclosed by Contractor without County's prior written consent. Any requests for information shall be forwarded to County along with all copies of the information requested. County shall make sole decision whether and how to release information according to law.
20. **Conflict of Interest.** Contractor acknowledges that Contractor is aware of and understands the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code, which relate to conflict of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of the County relating to this Contract. Contractor agrees to comply with applicable requirements of Government Code section 87100 et seq. during the term of this Contract.
21. **Immigration Reform and Control Act.** Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Contract are aware of and understand the Immigration Reform and Control Act ("IRCA") of 1986, Public Law 99-603. Contractor certifies that Contractor is and shall remain in compliance with ICRA and shall ensure that any subcontractors hired by Contractor to perform services under this Contract are in compliance with IRCA.
22. **Third Party Beneficiaries.** It is expressly understood that the enforcement of the terms and conditions and all rights of action related to enforcement shall be strictly reserved to the County and Contractor. Nothing contained in this contract shall give or allow and claim or right of action whatsoever by any other third person.
23. **Fiscal Controls.** Contractor shall adhere to the accounting requirements, financial reporting, and internal control standards as described in the *Auditor-Controller Contract Accounting and Administration Handbook*, (Handbook) which contains the minimum required procedures and controls that must be employed by Contractor's accounting and financial reporting system, and which is incorporated herein by reference. Contractor shall require subcontractors to adhere to the Handbook for any services funded through this contract, unless otherwise agreed upon in writing by County.
  - A. The Handbook is available at <http://www.slocounty.ca.gov/AC/>, under Policies and Procedures or at the Auditor-Controller's Office, 1055 Monterey Street Room D220, County Government Center, San Luis Obispo CA, 93408,
  - B. The Office of Management and Budget (OMB) circulars are available at <http://www.whitehouse.gov/omb/circulars>.
24. **State Audit.** Pursuant to California Government Code section 8546.7, every County contract involving the expenditure of funds in excess of ten thousand dollars (\$10,000) is subject to examination and audit of the State auditor for a period of three years after final payment under the contract. Contractor shall permit the State Auditor to have access to any pertinent books, documents, papers and records for the purpose of said audit.

25. **Tax Information Reporting.** Upon request, Contractor shall submit its tax identification number or social security number, whichever is applicable, in the form of a signed W-9 form, to facilitate appropriate fiscal management and reporting.
26. **Termination for Cause.** If the County determines that there has been a material breach of this Contract by Contractor that poses a threat to health and safety, the County may immediately terminate the Contract. In addition, if any of the following occur, County shall have the right to terminate this Contract effective immediately upon giving written notice to the Contractor:
- A. Contractor fails to perform his duties to the satisfaction of the County; or
  - B. Contractor fails to fulfill in a timely and professional manner his obligations under this Contract; or
  - C. Contractor fails to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County; or
  - D. Any requisite licenses or certifications held by Contractor are terminated, suspended, reduced, or restricted; or
  - E. Contractor has not, to the satisfaction of the County, documented or has not sufficiently documented services provided by Contractor, which includes without limitation, failure to meet industry standards or failure to satisfy any special requirements needed by third party payers or federal or state funding agencies; or.
  - F. Contractor has failed or refused to furnish information or cooperate with any inspection, review or audit of Contractor's program or County's use of Contractor's program. This includes interviews or reviews of records in any form of information storage.

All obligations to provide services shall automatically terminate on the effective date of termination. For all other material breaches of this Contract, County must give Contractor written notice setting forth the nature of the breach. If Contractor fails to remedy said breach within ten (10) calendar days from the date of the written notice, County may terminate the Contract. Contractor shall thereafter have no further rights, powers, or privileges against County under or arising out of this Contract.

In the event a breach does not result in termination, but does result in costs being incurred by County, said costs shall be charged to and paid by Contractor, which costs may include, but are not limited to, costs incurred by County in investigating and communicating with Contractor regarding said breach, including staff time.

27. **Termination for Convenience.** Either party may terminate this Contract at any time by giving the other party at least forty-five (45) calendar day's written notice of termination for convenience ("Notice of Termination for Convenience"). Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time, on the intended date for termination (the "Termination Date"). The terminating party shall deliver to the other party a notice specifying the date upon which such termination will become effective, which shall be at least 45 calendar days after the date of the notice. Termination for convenience shall have no effect upon the rights and obligations of the parties arising out of any services which were provided prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of termination. After receiving a Notice of Termination for Convenience, Contractor shall, unless directed by County, place no further subcontracts for services or materials, terminate all subcontracts to the extent they relate to the work terminated, and settle all outstanding liabilities arising from the termination of subcontracts.
28. **Power to Terminate.** Termination of this Contract may be effectuated by the Director of General Services Agency without the need for action, approval, or ratification by the Board of Supervisors.
29. **Standard of Performance.** The parties acknowledge that the County, in selecting Contractor to perform the services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the services required hereunder. The Contractor shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed.

## LOTUS NOTES/DOMINO WEB ACCESS V8.0.2 TRAINING

30. **Amendments without Board Action.** The Board of Supervisors delegates to the Director of General Services Agency the authority to amend the Contract to provide for additional services and increase compensation to Contractor in an amount not to exceed the lesser of the following amounts: ten percent (10%) of the Contract total or twenty-five thousand dollars (\$25,000.00). The Board of Supervisors delegates the authority to the Director of General Services Agency to amend this Contract to exchange types of services at the rates listed for each respective service. Any amendment made pursuant to a delegation of authority will only be effective if, prior to the commencement of services, the amendment is memorialized in writing, is approved by County Counsel, and is signed by the Director of General Services Agency. Except as expressly provided herein, no contractual provision may be modified under this delegation of authority.
31. **Disentanglement.** Contractor warrants that in the event of any expiration or termination of this Contract, Contractor will take all actions necessary to accomplish a complete and timely transition to the County, or to any replacement provider, of the Services being terminated (a "Disentanglement") without any material impact on the Services. Contractor shall cooperate with County and otherwise take all steps reasonably required to assist County in effecting a complete and timely Disentanglement. Contractor shall provide County with all information regarding the Services or is otherwise needed for Disentanglement.
32. **California Title 24, Energy Standards.** Contractor recognizes that the State of California Administrative Code, Title 24 contains mandatory standards and policies relating to energy efficiency in the state energy conservation plan, and recognizes it may have applicability to Contractor.
33. **Compliance re: Environmental Laws.** For contracts in excess of \$100,000 Contractor shall comply with Section 306 of the Clean Air Act (42 U.S.C. § 1857(h)), Section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations, (40 C.F.R. Part 15).
34. **Confidentiality.** During the course of the project, Vendor may be exposed to sensitive or confidential information regarding residents of the County of San Luis Obispo. Accordingly, vendor and its employees may be subject to a background check and may be required to sign a confidentiality agreement, either prior to or concurrently with entering into a contract with County. Contractor will not use the Confidential Information for any purpose other than to facilitate the services contemplated by this Agreement (the "Purpose"). Contractor will not: (1) disclosure Confidential Information to any employee or contractor of Contractor under such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with Contractor, with terms no less restrictive than those of this Section; or (2) disclose any Confidential Information to any other third party without County's prior written consent. Without limiting the generality of the foregoing, Contractor will protect the Confidential Information with the same degree and care it uses to protect its own confidential information of similar nature and importance, but no less than reasonable care. Contractor will notify County in writing of any misuse or misappropriation of Confidential Information that comes to Contractor's attention. Notwithstanding the foregoing, Contractor may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. In such case, Contractor shall give County advanced written notice, sufficiently in advance, to allow County to seek a protective order or otherwise to contest such required disclosure, and shall reasonably cooperate in such effort, at County's expense. For purposes of this Paragraph, "Confidential Information" means the following: (1) any document County marks "Confidential", (2) any information County orally designates as "Confidential" at the time of disclosure, provided County confirms such designation in writing within ten (10) business days after such designation; (3) any confidential or private citizen information within the possession of the County

***EXHIBIT B – STATEMENT OF WORK***

<Insert the project's statement of work here>

***EXHIBIT C – COMPENSATION***

1. Maximum Compensation Amount

The maximum amount of this contract shall not exceed \$xxx,xxx.xx .

2. Billing.

- 2.1. The County will provide written certification and acceptance of class material and class instruction prior to invoicing by Contractor.
- 2.2. County will provide written acceptance of each lecture or instructor-led class type (“Notice of Acceptance”) within 10 days after the last day of the month in which that class was delivered . Ten (10) days after the County provides a Notice of Acceptance of those classes delivered, Contractor shall submit itemized invoices to the County for the approved work. The County will pay the approved amount within thirty (30) days of receiving an approved invoice.
- 2.3. Ten (10) days after the County has provided written certification and acceptance of each type of Computer Based Training (CBT) class, Contractor shall submit itemized invoices to the County for the approved work. The County will pay the approved amount within thirty (30) days of receiving an approved invoice.