



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, Director

Cody VanDorn, Department Administrator

## REQUEST FOR PROPOSAL PS- #1223 LOTUS NOTES TO OFFICE 365 MIGRATION

July 11, 2013

The County of San Luis Obispo (County) is currently soliciting proposals for professional services for LOTUS NOTES TO OFFICE 365 MIGRATION.

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 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, as long as, in the judgment of the County, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This Request for Proposal is posted on the County's Purchasing website at [http://www.slocounty.ca.gov/GSA/Purchasing/Current\\_Formal\\_Bids\\_and\\_Proposals.htm](http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm). Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The County is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit THIRTEEN (13) hard copies and one (1) electronic copy (on CD) of your proposal on AUGUST 8, 2013 by 3:00 p.m. 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. For technical questions and information contact Melissa Lile at (805) 781-4425.

All questions pertaining to the content of this Request for Proposal must be made in writing via e-mail to MELISSA LILE at: [mlile@co.slo.ca.us](mailto:mlile@co.slo.ca.us) by 5:00 p.m. August 1, 2013. All questions will receive a response within 3 business days. The question and its response will be posted (anonymously) on the County's Purchasing web site located at the link above. 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)

LOTUS NOTES TO OFFICE 365 MIGRATION

**Table of Contents**

Table of Contents..... 2

LOCAL VENDOR PREFERENCE ..... 3

PROPOSAL SUBMITTAL AND SELECTION ..... 4

PROPOSAL FORMAT..... 11

PROJECT SCOPE..... 14

APPENDIX A – SAMPLE COUNTY CONTRACT ..... 20

    EXHIBIT B – SPECIAL CONDITIONS ..... 36

    EXHIBIT C – STATEMENT OF WORK ..... 39

    EXHIBIT D – COMPENSATION ..... 40

    EXHIBIT E – VENDOR PROPOSAL..... 41

APPENDIX B – COST PROPOSAL TEMPLATE..... 42

APPENDIX C – INVENTORY..... 43

    Components of Current (“As Is”) County of San Luis Obispo Groupware Environment..... 43

    County of San Luis Obispo Groupware Environment Counts..... 46

    Notes Users by Department ..... 47

    Eforms..... 48

APPENDIX D –SAN LUIS OBISPO COUNTY TRAVEL POLICY AND 2013 RATES..... 52

**LOTUS NOTES TO OFFICE 365 MIGRATION**

**LOCAL VENDOR PREFERENCE**

The County has established a local vendor preference. When quality, service, and other relevant factors are equal, responses to Requests for Proposals will be evaluated with a 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 preference will be approved as such when, 1) The vendor conducts business in a fully staffed office with a physical address within the County of San Luis Obispo; 2) The vendor holds a valid business license issued by the County or a city within the County; and 3) The vendor has conducted business at the local address for not less than six (6) months prior to the due date of this Request for Proposal..

Proposals received in response to this Request for Proposal will be evaluated by the Selection Committee considering the local vendor preference described above when quality, service and other relevant factors are equal. 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.

	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: \_\_\_\_\_

**LOTUS NOTES TO OFFICE 365 MIGRATION****PROPOSAL SUBMITTAL AND SELECTION**

1. All proposals, consisting of thirteen (13) hard copies and one (1) electronic copy (on CD) must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on August 8, 2013. Late proposals will not be considered and will be returned, unopened.

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

3. All costs incurred in the preparation and submission of proposals and related documentation will be borne by the proposer.
4. It is preferred that all proposals be submitted on recycled paper, printed on two sides.
5. Selection of qualified proposers will be by an impartial Selection Committee using an approved County procedure for awarding professional contracts. Selection will be made on the basis of the proposals as submitted, although the County reserves the right to interview applicants as part of the selection process. The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers.
6. This Request for Proposal does not constitute an offer of employment or to contract for services.
7. The County reserves the option to accept or reject any or all proposals, wholly or in part, received by reason of this request, and make more than one award, or no award, as the best interests of the County may appear.
8. All documents submitted to the County in response to this Request for Proposal will become the exclusive property of the County and may be returned to the proposer or kept by the County, in the County's sole discretion.
9. All proposals shall remain firm for one hundred eighty, (180) days following closing date for receipt of proposals.
10. The County reserves the right to award the contract to the firm who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee.
11. Any contract awarded pursuant to this Request for Proposal will incorporate the requirements and specifications contained in this Request for Proposal. 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.
12. The successful proposer is expected to execute a contract similar to the contract in Appendix A. 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

## LOTUS NOTES TO OFFICE 365 MIGRATION

section of the attached contract they do not agree with. Failing to do so will be deemed as acceptance by the proposer to 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 AND INDEMNIFICATION REQUIREMENTS 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.

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 Request for Proposal, 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)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer’s competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer MUST specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

***NOTICE:** The data on pages \_ of this response identified by an asterisk (\*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer’s competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The County will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the Request for Proposal is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the County arising out of such dispute, lawsuit, claim or demand.

14. An electronic copy of your proposal must be included. This electronic copy should include all documents being submitted combined into one Adobe Acrobat (pdf) file on a CD, using this convention for the file name: FIRM NAME + RFP NUMBER (e.g., if your firm is Acme Inc. and you are responding to RFP #1101, your Acrobat (pdf) file would be named: **ACME 1101.pdf**)

Additionally, if you deem any part of your proposal as proprietary and not to be disclosed under the California Public Records Act as explained in item 13 above, please mark the CD with the phrase “**Proprietary Information Included**”. This can be hand written or printed on the CD label.

15. The County will consider proposals for the entire project scope, end user training only, or the entire scope less end user training.

**LOTUS NOTES TO OFFICE 365 MIGRATION**

## 16. Tentative Schedule of Events

The following timetable is provided to assist proposers. A description of these events follows later in this section:

**Table 1 — Tentative Schedule of Events**

<b>Date</b>	<b>Event</b>
July 11, 2013	RFP release date
July 22, 2013	Pre-proposal conference (10:00 a.m. Pacific Time)
<b>August 1, 2013</b>	<b>Deadline to submit written questions</b>
<b>August 8, 2013</b>	<b>Proposals due (3:00 p.m. Pacific Time)</b>
August 21, 2013	Preliminary screening process complete, including reference checks
August 26-28, 2013	Proposer presentations*
August 30, 2013	Final screening process complete, finalist selected
September 3, 2013 – September 20, 2013	Negotiate and finalize contract
October 8, 2013	Board of Supervisors contact approval

\*Note: Proposer presentations are an integral part of the selection process and proposers must be prepared in advance to present, orally and in person, on at least one of the dates indicated in the table above. Proposers that cannot demonstrate during the dates prescribed by the County may be eliminated at the discretion of the County and other participants advanced. Notwithstanding, the County reserves the right, in its sole discretion, to forego the presentation portion of the selection process.

## 17. Pre-Proposal Conference

An optional pre-proposal phone conference will be held at 10:00 a.m. Pacific Time on July 22, 2013. Proposers may participate by calling toll free 1-800-867-2581. When prompted, dial the 7 digit access code: 4238111#. The proposer will hear music until the leader joins the conference call, at which time the proposer will be asked to state the proposer's name and be placed in the conference call.

The primary purpose of this conference is to provide background on the County's current environment and specific needs as well as to provide participating firms the opportunity to ask questions related to the RFP. The County's project team will facilitate an informal discussion to assist participating firms in assessing the needs of the County, as well as to provide insight into the County's project scope. The County will also use this time to provide participating firms with any additional information relevant to the RFP. Participation in the pre-proposal phone

**LOTUS NOTES TO OFFICE 365 MIGRATION**

conference is not required, but is strongly encouraged. It is the proposer's responsibility to become familiar with all information necessary to prepare a proposal.

The pre-proposal phone conference may be recorded. The County will document questions and answers from the conference which will be posted within five (5) business days following the pre-proposal phone conference on the County's web site here: [http://www.slocounty.ca.gov/GSA/Purchasing/Current\\_Formal\\_Bids\\_and\\_Proposals.htm](http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm).

**18. Written Questions and Addendum**

Proposers may submit additional written questions as to the intent or clarity of this RFP until August 1, 2013 at 5:00 P.M. Pacific Time as indicated in Table 1 – Tentative Schedule of Events. All written questions must be submitted to the County Project Manager by e-mail (See page 1 of this RFP for the email address) with the questions contained in the body of the email or in an attached Microsoft Word document format. The County Project Manager will not respond to questions submitted in any other manner or format.

Additional written requests for clarification of distributed answers and/or addendums must be received by the County Project Manager no later than three (3) business days after the answers and/or addendums are posted on the County's web site here: [http://www.slocounty.ca.gov/GSA/Purchasing/Current\\_Formal\\_Bids\\_and\\_Proposals.htm](http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm).

Written responses to written questions and any RFP amendments will be listed on an Addendum which will be posted on the Purchasing website. The County reserves the right to post addenda until the RFP closing date and time. It is the responsibility of proposers to occasionally check for additional updates and addenda.

**19. Selection Process**

Selection of qualified proposers will be by an impartial Selection Committee using an approved County procedure for awarding professional contracts. Selection will be made on the basis of the proposals as submitted, although the County reserves the right to interview applicants as part of the selection process. The proceedings of the Selection Committee are confidential and members of the Selection Committee are not to be contacted by the proposers.

The County will evaluate proposals using the process and criteria described below. A summary of the evaluation process timeline is shown in Table 1 — Tentative Schedule of Events. Proposals that are late, that do not comply with proposal instructions or those that take exceptions to mandatory requirements will be eliminated without further consideration at the sole discretion of the County.

Proposals from proposers who are on a State or Federal Disbarment list will not be considered.

All other proposals conforming to RFP submittal requirements will be given a thorough and objective review based on the criteria shown in Table 2, **Evaluation Criteria** (not listed in order of importance or weight):

## LOTUS NOTES TO OFFICE 365 MIGRATION

Table 2 — Evaluation Criteria

Item	Description
1.	Overall completeness, clarity of content, responsiveness, quality, attention to detail, and general understanding of RFP requirements
2.	Local Vendor Preference
3.	References from clients that demonstrate completion of successful projects similar to that described in this RFP
4.	Experience with local, state or federal government agencies
5.	Project/program management skills, methodology, and experience with implementation, including information technology skills and capability
6.	Credentials, résumés, quality and sufficient numbers of staff and the ability to provide appropriately skilled resources throughout the project
7.	An evaluation of company background – the County may request further information regarding the financial stability of the proposer
8.	A consideration of the total value proposition
9.	Assessment of impact to the project based on any proposer stated clarifications, exceptions or deviations in response to this RFP
10.	An evaluation of the proposer presentation (finalists only, see #19 below, Evaluation and Notification)
11.	Any other criteria the County deems to be appropriate

## 20. Evaluation and Notification

Once the RFP submission deadline has passed, proposals received shall be opened and considered per the process described below.

The County, through an impartial process, will thoroughly review and evaluate the responses to this RFP. The evaluations will be based upon, but not necessarily limited to, the criteria summarized in

**LOTUS NOTES TO OFFICE 365 MIGRATION****Table 2 — Evaluation Criteria.**

The evaluation of proposals will be performed by a Selection Committee. The County Project Manager may, at his or her option, initiate discussion with proposers who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals; proposals may be accepted and evaluated without such discussion. The County Project Manager shall determine the appropriate means of clarification: telephonic, e-mail, letter, or oral interviews. All contacts from the proposer's organization related to this RFP or their Proposal must be directed in writing exclusively to the County Project Manager. Proposers should not attempt to contact any other County personnel about this RFP unless authorized by the County Project Manager. Discussions MUST NOT be initiated by the proposers.

It is expected that the RFP evaluation process will result in the selection of a small number of final candidates (short-list). At this stage, all proposers will be notified whether they were successful in achieving the final short-list via a notification letter. Submission of a proposal does not guarantee the right to proceed to the next step.

**21. Proposer Presentations**

Final (short-list) candidates will be invited to present to the Selection Committee during the timeframe indicated in the schedule of events above. Details regarding the presentations will be included with the invitation.

**22. Recommendation**

The Selection Committee will recommend one or more proposers as finalists for contract negotiations to the project Steering Committee. Upon approval of the Steering Committee, the County will notify the selected proposer(s) of the outcome. Throughout the process, all proposers will be notified concurrently in writing regarding their status during each of the evaluation and selection stages. The County is under no obligation to explain to the finalists why they were or were not selected as the final proposer. The County reserves the right to go back and talk with any proposer at any time.

**23. Negotiations**

County may cancel the procurement process at any time if, for example, the County determines that cancellation is in the best interest of the County for reasons (but not limited to) such as inadequate, ambiguous, or otherwise deficient specifications that were cited in the RFP, the services are no longer required, or proposals received are not satisfactory or of an unreasonable cost. Upon the conclusion of the evaluation process, the County may, at its sole option, reject any and all proposals for any reason, or enter into contract negotiations with one or more proposers.

Negotiations shall then be conducted with the selected proposer(s). Price shall be considered, but need not be the sole determining factor. Should the County determine in its sole discretion that one proposer is highly qualified, or that one proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that proposer without any further evaluation. The County of San Luis Obispo is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous. The sample contract attached to this RFP as Appendix A is for reference to the anticipated terms and conditions governing the County and the successful proposer. The

**LOTUS NOTES TO OFFICE 365 MIGRATION**

County reserves the right, in its sole discretion, to add, delete, or negotiate additional terms and conditions to the attached sample contract.

During contract negotiations, the project team and selected proposer, in conjunction with County Counsel, will finalize the statement of work, project plan and timeline, project costs, Terms and Conditions, etc. The County reserves the right to amend or modify the Scope of Work prior to the award of contract, as necessity may dictate. This RFP does not commit the County to award a contract or to pay any costs incurred in the preparation of a proposal in response to this request. The contract will be finalized with the most advantageous proposer(s). Upon successful completion of contract negotiations the contract will be presented to the County Board of Supervisors for approval and signature. If compensation, contract requirements, and contract documents cannot be agreed upon with the top-ranked proposer, a written record stating the reasons thereof shall be placed in the County's file and the County will send a confirming notice to the proposer of the termination of such negotiations.

Upon failure to negotiate a contract with the top-ranked proposer, the County may choose to enter into negotiations with the next highest ranked proposer that best provides the services needed. If compensation, contract requirements, and contract documents can be agreed upon, then the contract shall be awarded to that proposer. If negotiations fail, negotiations shall be terminated as described above and may be commenced with the next highest ranked proposer.

During the course of the project, the proposer may be exposed to sensitive or confidential information regarding residents and non-residents of the County of San Luis Obispo. Accordingly, proposer and its employees may be subject to a background check and shall be required to sign a confidentiality agreement, either prior to or concurrently with entering into a contract with the County.

#### 24. Exceptions or Assumptions to the RFP

All information requested in this RFP must be supplied. All exceptions or assumptions should be clearly identified in the proposal. Exceptions or assumptions shall include the RFP section number, a written explanation of the scope of the exceptions or assumptions, the ramifications of the exceptions or assumptions for the County, and the description of the advantages and disadvantages to the County as a result of the exceptions or assumptions. The County, at its sole discretion, may reject exceptions or assumptions within the proposal.

#### 25. Insurance

The proposer shall provide, within five (5) business days after Board of Supervisors contract approval, 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.

**LOTUS NOTES TO OFFICE 365 MIGRATION****PROPOSAL FORMAT**

A qualifying proposal must address all of the following points and shall be in the format outlined in this section:

1. Project Title
2. Applicant or Firm Name
3. Offer Letter
  - a. Proposers must include a letter signed by a representative authorized to commit the proposing entity in contractual matters which includes:
  - b. Project Name
  - c. Applicant or Firm Name
  - d. The offer letter must contain the following statement, "Proposer expressly acknowledges that we have read the indemnification and insurance provisions in the Sample Contract in *Appendix – A Sample Contract*, and will comply with all terms and conditions as written."
  - e. The offer letter must include an exception to any section of the attached contract the proposer does not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract.
4. Firm Qualifications
  - a. Type of organization, size, professional registration and affiliations.
  - b. Is your company a California corporation? If you are a non-California corporation, is your company registered with the California Secretary of State to transact business in California?
  - c. Does your company have a California street address and telephone number for purposes of Service of Process? If so, please provide the name, street address, and telephone number.
  - d. Names and qualifications of personnel to be assigned to this project.
  - e. Outline of recent projects completed that are directly related to this project. Consultant is required to demonstrate specific design and project expertise relating to the requirements of the Project Scope.
  - f. Qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
  - g. Client references from recent related projects, including name, address and phone number of individual to contact for referral.
5. Understanding of and Approach to the Project
  - a. Summary of approach to be taken.
  - b. Description of the organization and staffing to be used for the project.
  - c. Indication of information and participation the proposer will require from County staff.

**LOTUS NOTES TO OFFICE 365 MIGRATION****6. Statement of Work**

Each proposal must include a detailed statement of work which describes how the proposer intends to accomplish the project scope and meet the project goals as described in the Project Scope section which follows.

**7. Cost Proposal**

Each proposal must be submitted with a completed cost proposal showing project costs as detailed in this section. Proposed project costs must be quoted in accordance to the format in Appendix – B Cost Proposal. The County requires all costs to be broken down in detail. Each of the individual cost components must be included as line items in the cost table. To assist with clarity, proposers may add additional rows to the table in Appendix B.

- a. Cost proposals must be broken down by category as shown in Appendix B and shall include all costs to the County.
- b. Cost proposals must include the total cost of any required software. All software license fees and support and maintenance costs shall be included and specify the licensing model such as per server, per user, per mailbox, etc.
- c. Cost proposals must include the cost of professional services required to implement the proposed solution. These costs may include, but are not limited to: project management, software installation and configuration, migration services, training, and documentation.
- d. Cost proposals must include any required system customization(s) and these customizations must be separately identified as a line item in the Services section of the cost proposal.
- e. Services must be presented as “Not to Exceed Time and Materials” amounts. The County may also request revised pricing offers from such respondents, and make an award and/or conduct negotiations thereafter. The County reserves the right to negotiate a fixed price for the contract.
- f. Cost proposals must include costs for training and must comply with and provide all information requested in the following section, Project Scope.
- g. Cost proposals must include the costs for documentation. Any required system customization must be documented. Other examples of documentation include administrator guides and user guides.
- h. Proposers are encouraged to provide explanations where needed for clarification. If a cost is based on an assumption made by the Proposer, please explain each assumption in your pricing section.
- i. The cost proposal must include all labor, travel, lodging, meals, car rental, and any other expenses for employees travelling to site in order to fulfill the requirements of this RFP and shall be subject to the County’s Travel Policy. For your convenience, Appendix D contains the County’s current travel policy and reimbursement rates for 2013.
- j. It is the County’s intent to purchase Office 365 subscriptions on an Enterprise Agreement under an existing reseller agreement. As such, Office 365 software costs should NOT be included in this cost proposal.

**LOTUS NOTES TO OFFICE 365 MIGRATION****8. Proposed Project Schedule**

Proposers are required to submit a proposed project schedule with their responses. The project schedule shall include an indicative timeline for achieving the scope of work described in the next section along with all other work proposers believe necessary to fully achieve the project objectives as outlined in this RFP. Proposers are required to state any assumptions used when creating the proposed project schedule such as County personnel, other resource requirements, etc.

**9. References**

Provide at least five (5) customer references that are currently using Microsoft Office 365 in production after using your services to migrate from IBM Lotus Notes/Domino 8.5 to Microsoft Office 365. Unless proposal is for end user training only, in which case provide at least three (3) customer references that have used your services for training, preferably for Office 365 or Outlook email and calendaring training. At least one reference should be for training that was provided on-site. Include the name, address, e-mail address and phone number of the individual to contact for referral. At least two (2) of your references should be from medium to large sized county or other local government customers (population 250,000 or larger). Please include a brief description of the services you have provided and the duration of your service delivery.

**10. Additional Comments (Optional)**

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

**LOTUS NOTES TO OFFICE 365 MIGRATION****PROJECT SCOPE****1. General Information**

The County of San Luis Obispo is soliciting responses to this RFP for software and services needed to migrate its groupware environment as defined below from IBM Lotus Notes/Domino version 8.5 to Microsoft Office 365.

The County desires to select a migration services partner and complete the scope of work described in this section resulting in all County email users being operational on the Office 365 online service no later than March 31, 2014.

The final contract will be subject to approval by the County Board of Supervisors.

**2. Project Background**

The County has been standardized on IBM's groupware/email platform, commonly known as Lotus Notes/Domino, since 1998. The County's working definition of groupware includes the following:

Email: individual mailboxes, mail-in databases

Email archiving and retrieval

Email encryption

Spam filtering

Virus protection

Calendars: individual, delegated and shared

Resources: rooms, cars, projectors, laptops, etc. (places and things)

Scheduling: people, places, things, and time (busy/free)

Address Books: individual, County, and other shared

Eforms and associated workflow

Smart phone and tablet support (Android, iOS, and Windows Phone)

Under the guidance of the County's information technology governance, a project team conducted a structured evaluation process of available groupware products in 2012 resulting in an approved recommendation to migrate the groupware environment from IBM Lotus Notes/Domino to Microsoft Office 365. Funding for a migration project was approved by the County Board of Supervisors in the 2013-14 fiscal year budget.

See Appendix C – Inventory for detailed information about the County's current groupware environment.

**3. Project Goals**

As a result of this RFP, the County will have contracted professional services to ensure a successful migration of its existing email users and associated data and functionality from IBM Lotus Notes/Domino to the Microsoft Office 365 online service. Specific objectives include:

- a. Implement the Office 365 G1 plan plus archiving/e-discovery for all users and encryption for those users who require it. Provide a method for departments to "step up" to the G3 plan if one or more departments desire to acquire their Microsoft Office products via the

## LOTUS NOTES TO OFFICE 365 MIGRATION

Office 365 subscription.

- b. All active mailboxes and email users will be migrated to Office 365. This includes individual mailboxes and shared mailboxes.
- c. All identified mail database archives will be migrated to Office 365.
- d. All active individual and shared calendars will be migrated to Office 365.
- e. Delegated access to mailboxes and calendars will be migrated to Office 365.
- f. All active resources and reservations will be migrated to Office 365.
- g. All active address books will be migrated to Office 365. This includes contacts and groups within individual address books, the County address book, and other shared address books.
- h. Establish a method to maintain and publish the County phone directory after the migration. (This is currently done using Domino.)
- i. All active eforms and any associated workflow and databases in Notes/Domino will be migrated to Office 365.
- j. Security settings (access control lists) will be migrated. Security could be applied to any of the items above, down to individual document and field-level.
- k. Users with a requirement to encrypt Office 365 email messages both manually and automatically via data loss prevention rules will be able to do so.
- l. Users with a requirement to securely access their County email, calendars, and address books from a mobile device will be able to do so.
- m. Users required to manage other's calendars via delegation rules will be able to securely access and update delegated email, calendars, and address books from a mobile device.
- n. Migrate mandatory disclaimers and retain the ability to assign various mandatory disclaimers to specific users' email messages based on either Organizational Unit (OU) membership and/or group membership.
- o. Unless all users are migrated simultaneously, rich co-existence will be maintained for the period of time during which some County groupware users are on Office 365 and the remainder is on Lotus Notes.
- p. Spam filtering and malware protection will be provided for all Office 365 users.
- q. Office 365 archiving and e-discovery will be implemented for all users.
- r. Users will authenticate to Office 365 using their Active Directory username and password.
- s. The Office 365 migration and implementation will be compliant with applicable security and privacy mandates such as, but not limited to, the Federal Health Insurance Portability and Accountability Act (HIPAA) and State or Federal Criminal Justice Information Services (CJIS) Security Policy.
- t. Wherever possible, existing on-premise groupware servers and appliances will be replaced by the online solution and decommissioned.

**LOTUS NOTES TO OFFICE 365 MIGRATION**

- u. To the extent possible, end users will use Microsoft's web app clients to access the Office 365 online service.
- v. Applications in the County environment which use SMTP will be updated to use the Office 365 SMTP service wherever possible. An on-premise SMTP solution will be implemented for legacy applications which do not support authenticated SMTP.
- w. As a result of this migration, all existing Domino servers will be decommissioned.
- x. Office 365 administrative roles will be defined and the staff assigned to those roles will be trained on the administrative functions they will be responsible for.
- y. Office 365 application developer roles will be defined and the staff assigned to those roles will be trained on the development functions they will be responsible for.
- z. Office 365 end user support roles will be defined and the staff assigned to those roles will be trained on the support functions they will be responsible for.
- aa. Office 365 end users will be trained on how to use Exchange Online, SharePoint Online, and Lync Online.
- bb. From a financial, operational, licensing, or consulting perspective, establish contract language allowing any other California public agency to leverage ("piggy-back") all favorable terms and conditions ruling this agreement.

**4. Scope of Work**

This section describes the major tasks the County requires the proposer to perform. These details, including identifying project deliverables, will be finalized during the contract negotiation phase with the selected proposer(s).

This draft scope of work is supplied to assist proposers in planning and quoting their proposals. The tasks are not necessarily all inclusive and are likely to vary depending upon each proposer's solution and approach. Proposers must take into consideration both the tasks outlined below along with all other work the proposer identifies as being required to meet the project goals outlined above.

See Appendix C – Inventory for detailed information about the County's current groupware environment.

The following describe the scope of work by category:

- a. *Office 365 Authentication and Email, Calendaring, Address Book Migration (Exchange Online)*
  - i. Solution design
  - ii. Solution pilot
  - iii. Solution implementation
  - iv. User migration and authentication
  - v. Mailbox migration

## LOTUS NOTES TO OFFICE 365 MIGRATION

- vi. Archive migration
  - vii. Personal and shared calendar migration
  - viii. Resource and reservation migration
    - ix. Notes personal address book migration
    - x. Domino address book migration
    - xi. Mail encryption migration
    - xii. Mobile device migration
  - xiii. Spam filtering and virus protection implementation
  - xiv. SMTP migration
  - xv. Coordination with Biscom FAXCOM for Domino replacement
  - xvi. Archiving and e-discovery implementation
  - xvii. Administrator training
  - xviii. Service desk training
  - xix. Desktop support training
  - xx. Documentation
- b. *Eform, Workflow, Application Migration (SharePoint Online)*
- i. Solution design
  - ii. Solution pilot
  - iii. Solution implementation
  - iv. Eform migration
  - v. Administrator training
  - vi. Application developer training
  - vii. Service desk training
  - viii. Desktop support training
  - ix. Documentation
- c. *Lync Implementation*
- i. Solution design
  - ii. Solution pilot
  - iii. Solution implementation
  - iv. Administrator training
  - v. Service desk training
  - vi. Desktop support training

**LOTUS NOTES TO OFFICE 365 MIGRATION**

vii. Documentation

d. *Office 365 End User Training*

- i. Exchange Online (core functionality plus encryption, mobile device access, spam filtering, archiving, and e-discovery)
- ii. SharePoint Online (migrated eforms and applications plus core functionality)
- iii. Lync Online (instant messaging, presence, contacts, meetings)
- iv. Documentation

5. **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 2,500 employees. Additional information about the County can be accessed via the Web at: <http://www.slocounty.ca.gov/>.

6. **County Information Technology Environment**

County desktop and portable hardware is standardized on HP and Dell products. The County is currently using Windows XP, Windows Vista, Windows 7, and Windows 8 for its desktop operating systems.

The standard productivity suite is Microsoft Office, with versions 2003, 2007, 2010, and 2013 in use.

File and print services are provided by Microsoft file servers. Directory services are provided by Microsoft Active Directory 2008 R2.

Most departments use Windows Server 2003 or later to host their business applications. Microsoft SQL Server 2008 is the primary supported enterprise-level database.

Several hundred virtual servers run on VMware ESXi hosts on IBM BladeCenter hardware.

Networking is provided over County-owned fiber optic and leased data circuits that are supported through the centralized General Services Agency - Information Technology (GSA-IT) network group. GSA-IT provides services to approximately 120 remote locations throughout the County. The GSA-IT network group supports channelized DS3, Point-to-Point, and Ethernet technologies. County-owned fiber is available geographically throughout the County which provides for gigabit connectivity to most workstations. Leased-line services are provided by local telecom contractors although the need for these services has been decreasing due to an increase in fiber availability.

Internet connectivity is provided via two local telecom contractors. Each Internet connection is at least 20Mbps. The County has redundant firewalls and provides for multiple restricted demilitarized zones (DMZs) to protect Internet facing servers and the secure County network.

IBM Lotus Domino/Notes is the County standard e-mail and enterprise collaboration tool.

GSA-IT operates a Countywide Service Desk that is available 7:30 AM until 5:00 PM, Monday

**LOTUS NOTES TO OFFICE 365 MIGRATION**

through Friday, to assist users with problems. Technical support is also available after hours or on the weekend for certain critical applications, on an on-call basis.

The County supports a variety of enterprise and departmental applications. Most departments use applications that are:

- a. Commercial Off-The-Shelf (COTS) Applications – applications supported by GSA-IT and/or distributed technical staff within County departments.
- b. Custom Applications - Custom developed and supported by the County department and/or GSA-IT.
- c. Custom Browser Based Applications – Custom developed and supported by the County department and/or GSA-IT.

## LOTUS NOTES TO OFFICE 365 MIGRATION

APPENDIX A – SAMPLE COUNTY CONTRACT

## CONTRACT

## FOR

## INFORMATION TECHNOLOGY SERVICES

THIS CONTRACT FOR INFORMATION TECHNOLOGY SERVICES (“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 (“Vendor” or “Contractor”).

## WITNESSETH:

**WHEREAS**, County is in need of professional services for Groupware Migration, which includes automated conversion and migration services to migrate mainframe applications and data to a Windows/Intel server platform.; and

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

**WHEREAS**, in accordance with Government Code 31000 special administrative services may be contracted; and

**NOW THEREFORE**, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties hereby agree that Contractor shall 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. Special Conditions – The parties agree to the special conditions described in Exhibit B “Special Conditions” (if any), attached hereto and incorporated herein by reference as if set forth in full at this point.
3. Professional Services – Contractor agrees to perform professional services and the parties agree to the terms and conditions related to said professional services in Exhibit C “Statement of Work”, attached hereto and incorporated herein by reference as if set forth in full at this point.
4. Compensation – The parties agree to the compensation described in Exhibit D “Compensation”, attached hereto and incorporated herein by reference as if set forth in full at this point.
5. Other Exhibits – The following Exhibits are attached hereto and incorporated herein by reference:  
[List them below]



LOTUS NOTES TO OFFICE 365 MIGRATION

**CONTRACTOR:**

[VENDOR NAME]

A [STATE] Corporation

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

\_\_\_\_\_

[Vendor Contact Name]

Date

[Vendor 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

LOTUS NOTES TO OFFICE 365 MIGRATION

COUNTY COUNSEL:

Approved as to form and legal effect.

Rita L. Neal

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

## LOTUS NOTES TO OFFICE 365 MIGRATION

**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 goods and/or services. However, Contractor's services, if any, shall be provided in a manner consistent with all applicable federal, state, and local rules, laws, statutes, 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, vision, dental, 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.** 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 the services, if any, provided under this Contract.
4. **Compliance with all Laws.** Contractor warrants that Contractor will observe, comply with, and cause all of its agents and personnel to observe and comply with all federal, state, and local laws, rules, regulations and orders applicable to Contractor in Contractor's performance 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 and have an agent for service of process in California.**
6. **Assignment, Delegation or Subcontracting of Contract.** Contractor shall not assign any of **Contractor's rights, delegate any of Contractor's duties, or subcontract any portion of Contractor's obligations** under this Contract without the prior written consent of the County. No assignment, delegation or subcontracting will release Contractor from any of its obligations or alter any of its obligations to be performed under this Contract. Any attempted

## LOTUS NOTES TO OFFICE 365 MIGRATION

assignment, delegation or subcontracting in violation of this provision is voidable at the option of the County. If subcontracting is approved by the County, Contractor shall remain primarily liable for all of its obligations under the Contract. Contractor is responsible for payment to subcontractors and must monitor, evaluate, and account for the subcontractor(s) services and operations.

7. **Standard of Performance.** The parties acknowledge that the County, in selecting Contractor to provide the goods and/or services hereunder, is relying upon the Contractor's reputation for excellence in the delivery of such goods and/or the performance of the services required hereunder.
8. **Key Project Personnel.** Contractor shall make every effort to ensure that key personnel, if any, identified in this Contract are available to support the administration of this Contract and are not diverted from the project without prior written notice to the County. Key personnel are those individuals who are determined to be central to the management of the project and implementation of the scope of work under this Contract. Should such individual or individuals no longer be employed during the term of this Contract by Contractor, County shall have the right to terminate this Contract on thirty (30) days' written notice. Contractor agrees to identify in writing the members of the project team for Contractor at the time of the signing of this Contract. The County shall have the right to approve all members of the project team, if any, and to request removal and replacement with cause of any member for a lawful reason. The County reserves the right to require a change in Contractor's personnel assigned to this project if the assigned representatives are not, in the County's opinion, meeting its needs adequately and/or timely.

Contractor shall obtain the County's prior written consent fifteen (15) days, or such shorter time as agreed by the parties, in advance of any assignment of any Key Personnel resulting in the alteration or reduction of time expended by such individual in performance of contractor's duties under this Agreement, which consent will not be unreasonably withheld by the County. In the event any one of the Key Personnel is reassigned, becomes incapacitated, or ceases to be employed by contractor and therefore becomes unable to perform the functions or responsibilities assigned to him or her, contractor shall (i) within five (5) business days temporarily replace such person with another person properly qualified to perform the functions of such replaced person, and (ii) within one (1) month, permanently replace such replaced person with another person approved by the County and properly qualified to perform the functions of such replaced person. Further, contractor will provide a no cost transition period of forty (40) hours if contractor removes a consultant identified as a Key Personnel. If that key personnel is the Project Manager then contractor will provide an eighty (80) hour no-cost transition period.

9. **Waiver.** No delay or failure on the part of any party to this Contract 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 TO OFFICE 365 MIGRATION

10. **Nondiscrimination.** Contractor agrees that it will abide by all applicable federal, state, and local laws, rules and regulations concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973; California Fair Employment and Housing Act; and California Labor Code sections 1101 and 1102. Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, age, color, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, national origin, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training, hiring, employment, utilization, promotion, playoff, rates of pay or other forms of compensation. Contractor shall not discriminate in providing the goods or services under this Contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status. Contractor's violation of this provision shall be deemed a material default by Contractor giving the County a right to terminate this Contract for cause.
11. **Indemnification.** Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, liability, loss, injury, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the negligent or wrongful acts or omissions relating to Contractor's performance of any obligation or duty provided for or relating (directly or indirectly) to this Contract, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County, provided that (a) the County promptly notifies Contractor for any claim for which it intends to seek indemnity under this Section ("Claim"), (b) the Contractor has the opportunity to assume and control the defense of any such Claim, and (c) the County agrees to provide reasonable cooperation (if necessary) to Contractor in its defense of such Claim.
12. **Late Payment of Charges or Fees.** The Contractor acknowledges and agrees that the County will not pay late payment charges.
13. **Payment.** Payment shall be made according to the compensation plan on Exhibit D. Payment shall be net thirty (30) Days from the date of delivery, or installation (If Contractor's installation services are specified in the applicable statement of work), and acceptance of the goods and services ordered, or net thirty (30) days from an undisputed invoice date, whichever is later.

Sales tax, if any, shall be noted separately on every invoice. Items not subject to sales tax shall be clearly identified on the invoice. Contractor shall be responsible for payment of all state and federal taxes assessed on the compensation received upon this Contract and such payment shall be identified under the Contractor's federal and state identification numbers(s). The County does not pay Federal Excise Taxes. Contract shall not charge County for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, unless expressly authorized by the County, in writing.

Payment by County, or the receipt by Contractor of such payment, shall not relieve Contractor of its obligations under this Contract. Electronic transfer of funds is an optional method of payment made to the Contractor's bank account with a financial institution.

## LOTUS NOTES TO OFFICE 365 MIGRATION

Should Contractor choose Electronic Transfer of Funds as the method of payment, then payment is deemed to have been made when the County initiates the electronic fund transfer. In the event Contractor receives payment for goods and/or services, which payment is later disallowed by the County pursuant to state or federal law or regulation, the Contractor shall promptly refund the disallowed amount to the County upon notification. At County's option, County may offset the amount disallowed from any payment due to Contractor under any agreement with the Contractor.

14. **Disputed Payments.** If, due to either an issue with the charges on an invoice or the Contractor's failure to perform its obligations under this Contract, the County disputes any charge(s) on an invoice, the County may withhold the disputed amount, provided that (a) there is a reasonable basis for the dispute, and (b) the County delivers a written statement to Contractor within ten (10) days of the due date of the invoice, describing in detail the basis of the dispute and the amount being withheld by the County.
15. **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. 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, California, 93408. The Office of Management and Budget (OMB) circulars are available at <http://www.whitehouse.gov/omb/circulars>.
16. **Audit Rights.** In addition to the County's audit option identified in Section V of the Handbook, Government Code section 8546.7 states that every County contract involving the expenditure of funds in excess of \$10,000 is subject to examination and audit by the State Auditor. Contractor shall permit the State Auditor to have access to any pertinent books, documents, papers and records for the purpose of said audit. County shall advise Contractor if it becomes aware of such audit at least fourteen (14) days prior to the commencement of the audit. All payments made under this Contract shall be subject to an audit at County's option, and shall be adjusted in accordance with said audit. The Contractor shall be responsible for receiving, replying to, and complying with any audit exceptions set forth in any County audits. This provision is in addition to any other inspection and access rights set forth in this Contract.
17. **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.
18. **Availability of Funding.** The County's obligation for payment of any contract beyond the current fiscal year end is contingent on the availability of funding. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance. 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

## LOTUS NOTES TO OFFICE 365 MIGRATION

furnish any other consideration under this Contract, and the Contractor shall not be obligated to perform any provisions of this Contract or to provide good and/or services under 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. County shall provide, in good faith and if reasonably practicable to do so, notice to Contractor at least thirty (30) days in advance of such termination pursuant to this Section.

19. **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.

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 with an aggregate limit of four million dollars (\$4,000,000). Policy shall be endorsed with the following specific language or contain equivalent language in the policy:

- a. The County, its officers and employees, are 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.

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 policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County."
- b. "The County of San Luis Obispo, 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."

Workers' Compensation/Employer's Liability Insurance. 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: "Contractor and its insurer shall waive all rights of subrogation against the County, its officers and employees for

## LOTUS NOTES TO OFFICE 365 MIGRATION

workers' compensation losses arising out of this contract. The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County." Employer's liability policy shall provide one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

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.

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.

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

20. **Liens, Claims and Encumbrances.** Contractor represents and warrants that all goods and materials ordered and delivered under this Contract, if any, are free and clear of all liens, claims or encumbrances. Title to the material and supplies purchased shall pass directly from Contractor to County subject to the right of County to reject upon inspection of receipt.
21. **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, including the particulars in reasonable detail of the cause of the inability. The party delayed shall use commercially reasonable efforts 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.
22. **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.
23. **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

## LOTUS NOTES TO OFFICE 365 MIGRATION

Contractor without County's prior written consent. Any requests for information shall be forwarded to County along with all copies of the information requested. The County shall be the sole decision maker regarding whether and how to release information according to law.

24. **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.
25. **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.
26. **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 a claim or right of action whatsoever by any other third person.
27. **California Public Records Act.** The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted to County as part of the proposal process, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information as "CONFIDENTIAL AND PROPRIETARY" and identify the specific pages and sections containing the information. In the event of a request for documents under the CPRA, the County will make reasonable efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents or portions thereof are exempt from the CPRA and desires to prevent such disclosure, Contractor is required to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in San Luis Obispo County before the County's deadline for responding to the CPRA request. If Contractor fails to obtain such remedy within the County's deadline to response, the County may disclose the requested information without obligation to Contractor. If Contractor instructs County to withhold the requested documents, Contractor shall defend, indemnify, and hold the County harmless against any resulting claim, action or litigation, provided that (a) the County promptly notifies Contractor of any claim for which it intends to seek indemnity under this Section, (b) Contractor has the opportunity to assume and control the defense of the claim, and (c) the County agrees to provide reasonable cooperation, if necessary, to Contractor in Contractor's defense of the claim.

If the County receives a CPRA request regarding the goods and/or services provided pursuant to this Contract, and believes that some of the information sought may be exempt from disclosure, the County may notify Contractor of the request. If such notification is made, County will make reasonable attempts to confer with Contractor regarding an appropriate

## LOTUS NOTES TO OFFICE 365 MIGRATION

response to said request. If Contractor contends that any documents are Contractor's confidential or proprietary material, exempt from the CPRA and/or not subject to the CPRA, and Contractor wishes to prevent disclosure of said documents, Contractor shall instruct County to withhold said documents and/or seek any judicial remedies available to Contractor including, without limitation, a protective order. If Contractor fails to respond to County in writing prior to the County's deadline for responding to the CPRA request, the County may disclose the requested information under the CPRA without liability to the County. Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney's fees) that may result from full or partial denial of a CPRA request involving Contractor's records.

28. **Non-Exclusive Agreement.** This Contract does not establish an exclusive relationship between the County and the Contractor. The County expressly reserves all its rights, including but not limited to, the following: the right to utilize others to provide products, support and/or service; the right to request proposals from others with or without requesting proposals from the Contractor; and the unrestricted right to bid any such product, support, or service.
29. **Use of County's Name for Commercial Purposes.** Contractor may not use the name of the County or reference for any endorsement from the County in any fashion or for any purpose, without the prior written consent of the County as provided by the Director of the General Services Agency.
30. **Counting Days.** Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded.
31. **Time is of the Essence.** Time is of the essence in the delivery of the goods and services by Contractor under this Contract. In the event that the Contractor fails to deliver goods, services, or support on time, and such failure is solely the fault of Contractor, the Contractor shall be liable for any costs incurred by the County because of Contractor's delay. For instance, County may purchase or obtain the goods, services, or support elsewhere and the Contractor shall be liable for the difference between the price in the Contract and the cost to the County. The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under the Contract with the County. The County's rights and remedies provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach and shall not constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.
32. **Termination for Cause.** If the County determines that there has been a material breach of this Contract by Contractor that poses a threat to the public's health and safety, the County may immediately terminate the Contract. In addition, County shall have the right to terminate this Contract for cause upon written notice to the Contractor. County shall specify

## LOTUS NOTES TO OFFICE 365 MIGRATION

in its notice the reason and the effective date of termination. For purposes of this Contract, for cause shall include, but not be limited to, the following:

- a. Failure to perform under this Contract to the satisfaction of the County; or
- b. Failure to fulfill in a timely and professional manner Contractor's obligations under this Contract; or
- c. Any requisite licenses or certifications held by Contractor are terminated, suspended, reduced, or restricted; or
- d. Failure to comply with federal, state, or local laws, rules, and/or regulations; or
- e. Failure or refusal 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 good and/or services shall automatically terminate on the effective date of termination. 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.

33. **Termination for Convenience.** The County may terminate this Contract at any time by giving the Contractor at least X 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 Time, on the intended date for termination (the "Termination Date"). The County shall deliver to the Contractor a notice specifying the date upon which such termination will become effective, which shall be at least X 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. Once the County has paid in full the agreed license fee for the Software and all associated implementation work, County shall have a perpetual, irrevocable, nonexclusive, fully-paid, royalty-free license to use and modify the Software.
34. **Termination for Bankruptcy.** If Contractor is adjudged to be bankrupt or should have a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of Contractor's insolvency, the County may terminate this Contract immediately without penalty. For the purposes of this section, bankruptcy shall mean the filing of a voluntary or involuntary petition for bankruptcy or similar relief from creditors; insolvency;

## LOTUS NOTES TO OFFICE 365 MIGRATION

the appointment of a trustee or receiver, or any similar occurrence reasonably indicating an imminent inability to perform substantially all of the Contractor's duties under this Contract.

35. **Bankruptcy/Insolvency License Vesting Rights.** All licenses granted to County under or pursuant to this Contract, if any, are and shall be deemed to be, for purposes of any formal insolvency proceeding and pursuant to Section 365(n) of the U.S. Bankruptcy Code, valid and presently existing licenses of rights to intellectual property as defined under Section 101 of the U.S. Bankruptcy Code, as amended. The parties agree that the County, as a licensee of such rights under this Contract, shall retain and may fully exercise all of its rights and elections under the U.S. Bankruptcy Code, as amended, including rights to obtain source code.
36. **Power to Terminate.** This Contract may be terminated by the General Services Agency Director without the need for action, approval, or ratification by the County's Board of Supervisors.
37. **Delegation of Authority.** The Board of Supervisors delegates to the County of San Luis Obispo General Services Agency Director the authority to amend the Contract to extend the term of this Contract, provide for additional goods and/or services and/or increase compensation to Contractor up to the limits specified in the County's Contracting for Services Policy for professional services. The Board of Supervisors delegates the authority to the County of San Luis Obispo General Services Agency Director to amend this Contract to extend its term up to one additional year. Any amendment made pursuant to a delegation of authority will only be effective if, prior to the delivery of the goods and/or commencement of services or extension of the Contract, the amendment is memorialized in writing, is approved by County Counsel, and is signed by the County of San Luis Obispo General Services Agency Director.
38. **Disentanglement.** Contractor shall cooperate with County and County's other contractors to ensure a smooth and timely transition at the time of termination of this Contract, regardless of the nature or timing of the termination. Contractor shall cooperate with County and otherwise take all steps reasonably required to assist County in effecting a complete and timely transition to ensure that there is no interruption of any services required under this Contract and there is no adverse impact on the supply of goods, material and/or services. Contractor shall provide County with all information regarding the goods and/or services or is otherwise needed for the disentanglement. Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, held by Contractor, including extracting data in a format that allows the data to be imported into any new program specified by the County. Such extraction shall be paid by Contractor if the Contract is terminated due to Contractor's breach.
39. **Liquidated Damages**
- Delays in Major Milestones.** Contractor and County will agree upon a written Project Schedule with milestone completion dates. Contractor acknowledges and agrees that time is of the essence, and agrees to make every reasonable effort to complete the Project in accordance with the Project Schedule and all applicable schedules. Since County will be damaged if the System is

## LOTUS NOTES TO OFFICE 365 MIGRATION

not completed according to the Project Schedule, County shall be entitled to compensation for any failure by Contractor to meet its obligations hereunder in strict accordance with such schedules. It is and will be difficult and impractical to determine the actual damage the County will sustain by reason of such delay; it is therefore agreed that County will be entitled to a refund of X of the Contract Price for every X days past a milestone Project Schedule deadline, in addition to and not in limitation of any other lawful remedies that may be available to the County under this Contract and/or the law. If Contractor fails to pay said liquidated damages, the County may deduct the amount thereof from any money due or that may become due the Contractor under the terms of this Contract.

**Delay in Final Acceptance of Services:** All time limits stated in the Contract are of the essence. Should, by fault of the Contractor, the Project not be completed and accepted within thirty (30) days after the scheduled Final Acceptance of Services date, unless otherwise agreed upon in writing, it is mutually agreed by and between Contractor and County that a delay would seriously affect the public and the operation of the County's District Attorney's Office. Accordingly, County and Contractor agree that Contractor shall pay to County, the amount of \$\_\_\_\_\_ per calendar day as damages for breach of this Contract, which is the nearest measure of damages that can be fixed at this time due to the difficulty and impracticability of determining the actual damage the County will sustain by reason of such delay. This paragraph shall not limit the County's right to pursue any other lawful remedy available to the County under the law, at equity or pursuant to this Contract. If Contractor fails to pay said liquidated damages, the County may deduct the amount thereof from any money due or that may become due the Contractor under the terms of this Contract.

**Other Breaches.** In the event Contractor materially breaches this Contract and County terminates on that basis, Contractor will pay County, as liquidated damages, \$\_\_\_\_\_. The parties agree that the damages set forth in this section are liquidated damages and not penalties and that they are reasonable in light of the harm that will be caused by breach, the difficulties of proof of loss, and the inconvenience and infeasibility of otherwise obtaining an adequate remedy.

40. **Governing Law.** This Contract shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions shall be exclusively vested in state court in the County of San Luis Obispo. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of San Luis Obispo and waive all venue objections.
41. **Public Agency Participation.** Other public agencies within the State of California may utilize the terms and conditions established by this Contract. "Public agency", for purposes of this paragraph, is defined to include any city, county, district, public authority, public agency, municipality and other political subdivision of California located in the State of California. San Luis Obispo County is not an agent, partner, or representative of such public agency, and is not obligated or liable for any action or debts that may arise out of such independently negotiated procurements. These so called "piggy-back" awards shall be made independently by each public agency, and that agency shall accept sole responsibility for placing orders with Vendor. San Luis Obispo County does not accept any responsibility or involvement in the purchase orders or Contracts issued by other public agencies. Any such contract by another public agency in the State of California must be in

## LOTUS NOTES TO OFFICE 365 MIGRATION

accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of such public agency.

42. **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.
43. **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).
44. **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.
45. **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.
46. **Entire Agreement and Modifications.** This Contract supersedes all previous contracts or memorandums of understandings between the parties to this Contract on the same subject matter and constitutes the entire understanding of the parties. 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.

## LOTUS NOTES TO OFFICE 365 MIGRATION

**EXHIBIT B – SPECIAL CONDITIONS**

1. **Defined Terms.**
  - a. Services – Refers to code conversion services, training services, services to customize software, custom application software development services, application modification design and analysis, or other professional services to be performed within the scope of the contract. Services may include project management, maintenance, installation, technical support, site analysis, configuration analysis, consulting and development resources as needed to complete the groupware migration project.
  - b. Hardware – The physical interconnections and devices required to store and execute (or run) the software that is part of the County groupware environment.
  - c. Software -
  - d. Product – Authorized equipment or software, offered by the contractor under the terms and conditions of the contract
  
2. **Acceptance (Services).** Acceptance procedures for the Services will be as set forth in this Section. “Acceptance” shall be defined as the County’s written agreement that the Implementation is complete such that the processing of live data may be commenced. The County’s refusal to provide such written agreement shall constitute a rejection of the Implementation as being complete. No payment for the Services will be due before Acceptance thereof. Any notice of rejection will explain how the Implementation fails to meet the requirements of this Contract. Contractor will, upon receipt of such notice, investigate the reported deficiency and exercise reasonable efforts to remedy it promptly. The County, at its sole discretion, will have the option to re-perform the Acceptance test. If the Contractor is unable to remedy the deficiency within sixty (60) days of notice of rejection, the County shall have the option of terminating this Contract in its entirety for default.
  
3. **Manufacturer Warranty.** Any manufacturer warranties for any Products furnished under this Contract shall be passed through from Contractor to the County.
  
4. **Performance Warranty (Services).** Subject to any warranty exclusions otherwise set forth in this Contract, Contractor represents and warrants that it will provide the Services in a commercially reasonable manner in substantial conformity with the Documentation (the “Performance Warranty”). Except as may be expressly agreed in writing by Contractor, Contractor’s Performance Warranty does not apply to defects, problems, or failures caused by the County’s nonperformance of obligations essential to Contractor’s performance of its obligations.
  
5. **Performance Warranty (Software):** Subject to any warranty exclusions otherwise set forth in this Contract, Contractor represents and warrants that for a period of \_\_\_\_ months from the date of the County’s acceptance of the Software, that the Software: (a) will perform substantially in accordance with this Contract (including, without limitations, all descriptions, Specifications, and drawing identified in the statement of work, and Exhibit [\*]) (b) will perform substantially in accordance with all published documentation specifications for the Software; and (c) will be free from material defects in materials and workmanship.

## LOTUS NOTES TO OFFICE 365 MIGRATION

6. **Surreptitious Code.** Contractor represents and warrants that the Software will be free, at the time of delivery, from harmful code (i.e., computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of computers or software), viruses or other program routines designed to erase, corrupt, alter or otherwise harm files, data or other software programs; and back doors that circumvent the system's security by a hardware or software mechanism which is intentionally hidden by designers of the system, often for the purpose of providing access to service technicians or maintenance programmers. Contractor warrants to the County that no copy of the licensed Software provided to County contains or will contain any "self-help code" or any unauthorized code as defined below. The warranty is referred to in this Contract as the "no surreptitious code warranty." As used in this Contract, "self-help code" means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than a licensee of the Software. It does not include software routines in a computer program, if any, designed to permit an owner of the computer program to obtain access to a licensee's computer System for purposes of maintenance or technical support. As used in this Contract, "unauthorized code" means any virus, Trojan horse, worm, or other software routines or equipment components, designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Contractor will defend the County against any claim, and indemnify the County against any loss or expense arising out of any breach of the no surreptitious code warranty.
7. **Performance Warranty (Hardware).** Subject to any warranty exclusions otherwise set forth in this Contract, Contractor warrants that each Hardware component, when delivered to County, will be in good operating condition, free from defects in material and workmanship. Contractor further warrants that each Hardware component will perform in accordance with the Specifications for a period of \_\_\_\_\_ months from the date of County's acceptance of the Hardware.
8. **Software Ownership Warranty.** Contractor warrants that it is the owner of the licensed Software and that it has full right to license to County the (non-exclusive) use of the licensed Software.
9. **Rights to Provide Services.** Contractor warrants that it has the right to provide the Services hereunder, using all computer software required for that purpose.
10. **Intellectual Property Indemnification.** Subject to the indemnification procedures in the next sentence, Contractor shall, at its own expense, indemnify, defend, settle, and hold harmless the County and its agencies against any claim brought against the County, based on Contractor's alleged infringement of any patent, trademark, copyright or other proprietary rights of a third party, including trade secret rights under the laws of the United States, unless and except to the extent that such infringement is caused by Contractor's compliance with County's specifications or instructions, or Contractor's use of trademarks or data supplied by County. If any third party makes a claim covered by this Section against the County with respect to which the County intends to seek indemnification under this Section, the County shall give reasonably prompt notice of such claim to the Contractor, including a brief description of the amount and basis therefore, if known. Upon giving such notice, the Contractor shall be obligated to defend the County against such claim, and shall be entitled to

## LOTUS NOTES TO OFFICE 365 MIGRATION

assume control of the defense of the claim with counsel chosen by the Contractor, and satisfactory to the County. The County shall cooperate with and assist the Contractor in its defense against such claim in all reasonable respects, at no cost to the County. The Contractor shall keep the County fully apprised at all times as to the status of the defense. Notwithstanding the foregoing, the County shall have the right to employ its own separate counsel in any such action, but the fees and expenses of such counsel shall be at the expense of the County. Neither the Contractor nor the County shall be liable for any settlement of action or claim effected without its consent. Following indemnification as provided in this Section, the Contractor shall be subrogated to all rights of the County with respect to the matters for which indemnification has been made.

11. **Confidentiality.** Contractor shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Contract. The term "privileged or confidential information" includes, but is not limited to: unpublished or sensitive technological or scientific information, medical, personnel or security records; County information or data which is not subject to public disclosure.

**LOTUS NOTES TO OFFICE 365 MIGRATION**

***EXHIBIT C – STATEMENT OF WORK***

[To be inserted when final contract is developed]

LOTUS NOTES TO OFFICE 365 MIGRATION

***EXHIBIT D – COMPENSATION***

Maximum Compensation Amount

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

**LOTUS NOTES TO OFFICE 365 MIGRATION**

***EXHIBIT E – VENDOR PROPOSAL***

[Vendor's proposal is to be inserted here in contract.]

LOTUS NOTES TO OFFICE 365 MIGRATION

**APPENDIX B – COST PROPOSAL TEMPLATE**

The table below includes the format required by this RFP to account for total costs, broken down by the components of the statement of work being proposed. Insert rows as needed per category. All items must be priced in US dollars.

NOTE: It is the County’s intent to purchase Office 365 subscriptions on an Enterprise Agreement under an existing reseller agreement. As such, Office 365 software costs should NOT be included in this cost proposal.

Cost Categories	Description	Qty	Units	Cost/Unit	Extended Cost
<b>Professional Services</b>					
Implementation					
Migration					
Training					
Project Management					
Other: (please itemize)					
<i>Subtotal: Professional Services</i>					
<b>Software Products</b>					
Licenses (describe licensing model)					
Support					
Maintenance					
Other: (please itemize)					
<i>Subtotal: Software Products</i>					
<b>Other</b>					
Itemize any other costs associated with the statement of work					
<i>Subtotal: Other</i>					
<b>Travel Expenses</b> (See Appendix D of this RFP for reimbursement limits)					
Insurance Fee to comply with County General Contractual Conditions					
<b>TOTAL PROJECT COSTS (Excluding Taxes)</b>					

## LOTUS NOTES TO OFFICE 365 MIGRATION

**APPENDIX C – INVENTORY**

The following details regarding the County's current groupware environment are provided to assist in the preparation of proposals in response to this RFP. The information provided in this appendix is the County's best estimate at the time of the writing of this RFP and may change over time.

**Components of Current ("As Is") County of San Luis Obispo Groupware Environment**

<b>Product</b>	<b>Version</b>	<b>Role/Description</b>	<b>Quantity</b>
<i>Domino Servers</i>			
IBM Lotus Domino	8.5.2 FP1	Mail	2 clustered AIX mail servers
IBM Lotus Domino	8.5.2 FP4	Admin	1
IBM Lotus Domino	8.5.2 FP4	Registration	1
IBM Lotus Domino	8.5.2 FP4	Development	1
IBM Lotus Domino	8.5.2 FP4	SMTP routing	2 redundant SMTP servers
IBM Lotus Domino	8.5.2. FP1	Smartphone – BlackBerry Enterprise Server <sup>1</sup>	1
IBM Lotus Domino	8.0.2 FP1	Department Calendar <sup>2</sup>	2 (1 production, 1 test)
IBM Lotus Domino	8.5.2 FP4	Mainframe messaging, FAXCOM <sup>3</sup>	1
IBM Lotus Domino	8.5.2.FP4	Smartphone – Good Mobile Messaging Server	1
IBM Lotus Domino	8.5.2 FP4	Archiving	1
IBM Lotus Domino	8.0.2	Incident Tickets	1
<i>Client Access</i>			
IBM Lotus Notes	8.5.2	Client access	2000+
Domino Web Access	8.5.2	Browser based client access	1000+
<i>Domino Applications</i>			
BlackBerry Enterprise Server <sup>1</sup>	5.0.4.27	BlackBerry mobile device support	24 users
Good Mobile Messaging Server	7.0.2.38	iOS and Android mobile device support	139 iOS users 40 Android users
Logic Springs Technologies Department Calendar Pro <sup>2</sup>	7.7	Integrated departmental in/out board, time off requests, master time off calendar	85 users

## LOTUS NOTES TO OFFICE 365 MIGRATION

Product	Version	Role/Description	Quantity
Biscom FAXCOM for Domino <sup>3</sup>	8.0	Outgoing fax delivery to predefined distribution lists	40 users
<i>Supporting Products</i>			
Cisco IronPort	Ironport Encryption Appliance	Encryption	2
Cisco IronPort	Email Security Appliance	Large file attachment handling	2 clustered appliances
Cisco IronPort	Ironport M, security management appliance	Reporting	1
Barracuda	Spam & Virus Firewall 300	Spam filtering	2 clustered appliances
Trend Micro	5.5	Domino Virus protection AIX and Windows	Installed on all Domino servers that handle mail
McAfee	8.8	Desktop Virus / Malware protection	Installed on all desktops
Tivoli Storage Manager	5.5.x	Flat file backup	AIX and Windows backups
Tivoli Data Protection	5.5.x	Domino database backup	Keeps 30 iterations of databases, keeps deleted databases for 180 days

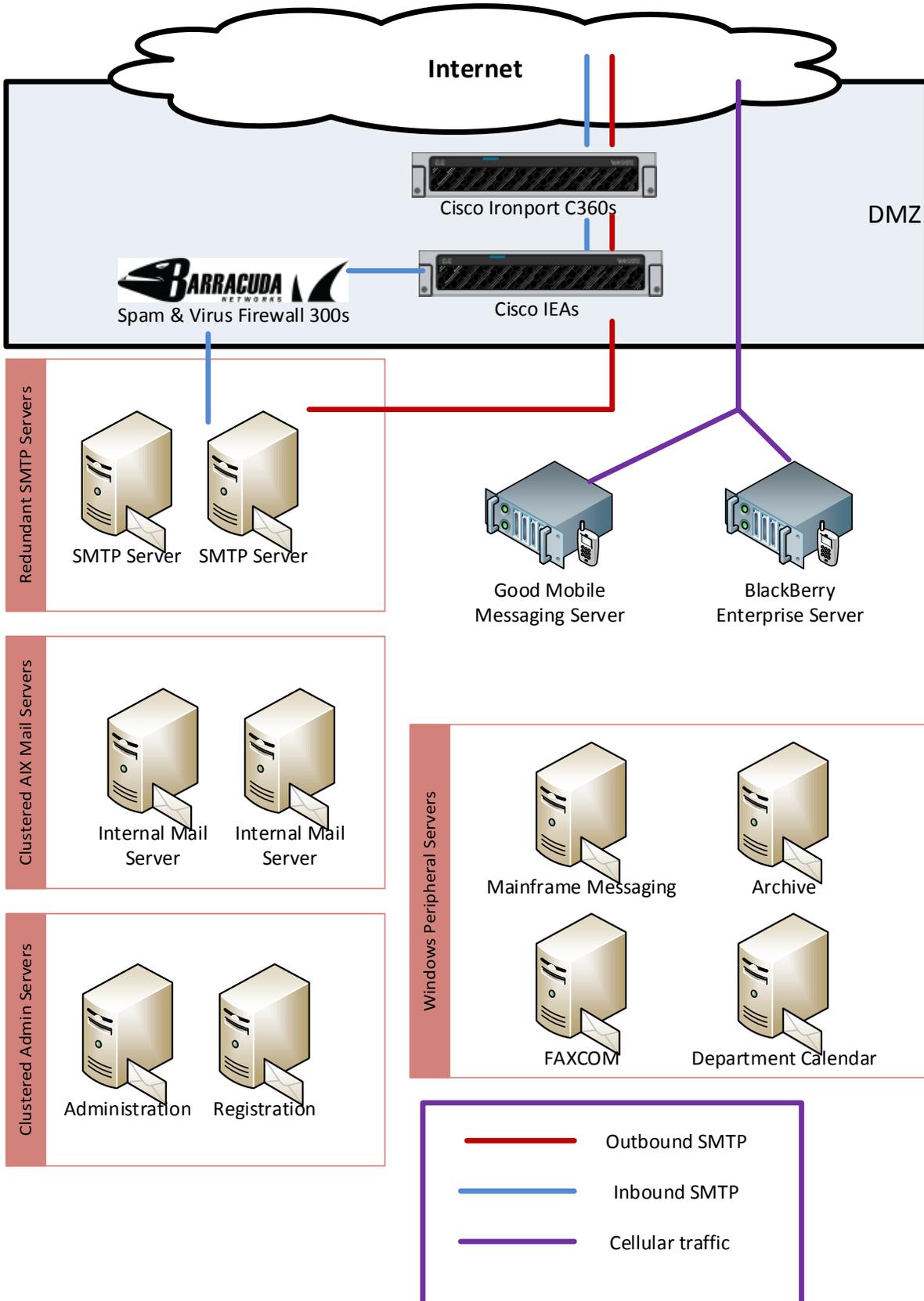
<sup>1</sup>Support for BlackBerry is being phased out and is not in scope for this project.

<sup>2</sup>The Assessor's Office will be managing the replacement of Logic Springs Department Calendar and is not in scope for this project.

<sup>3</sup>The Health Agency will be managing the replacement of Biscom FAXCOM and is not in scope for this project.

LOTUS NOTES TO OFFICE 365 MIGRATION

Diagram of Current ("As Is") County of San Luis Obispo Groupware Environment



## LOTUS NOTES TO OFFICE 365 MIGRATION

## County of San Luis Obispo Groupware Environment Counts

Item	Quantity	Size (If Applicable)
Notes users	2600+	
Individual mailboxes	2600+	200MB max each unless a second 200MB has been purchased. Four people are at 400MB and 11 are at 600MB.
Mail-in databases	200	
Group calendars	35	
Individuals in County of SLO Address Book	3500	
Groups in County of SLO Address Book	2300	
Shared Address Books	5	
Archives	628 archive logs, 880 archive files	Archives average 1 GB in size.
Eforms	85	
Mobile device users	139 iOS, 40 Android, 24 BlackBerry <sup>1</sup>	
Resources	170 shared resources: rooms, automobiles, audiovisual equipment, computers, phones, cameras	

<sup>1</sup>Support for BlackBerry is being phased out and is not in scope for this project.

## LOTUS NOTES TO OFFICE 365 MIGRATION

## Notes Users by Department

Department	Users
Administrative Office	12
Ag Commissioner	46
Air Pollution Control District	27
Animal Services	21
Assessor	79
Auditor Controller	38
Board of Supervisors	13
CalFire	11
Child Support Services	42
Clerk/Recorder	22
County Counsel	24
District Attorney	103
Drug & Alcohol Services	106
Emergency Operations Center	18
Farm Advisor	10
General Services	181
Grand Jury	3
Health Systems	10
Information Technology	74
Library	10
Mental Health	200
Office of Emergency Services	6
Pension Trust	10
Personnel	36
Planning	92
Probation	159
Public Health	224
Public Works	160
Sheriff	420
Social Services	435
Tax Collector	29
Veterans Services	6
<b>Total</b>	<b>2,627</b>

## LOTUS NOTES TO OFFICE 365 MIGRATION

## Eforms

Database Name	Department	Eform Name/Alias	Basic Routing or Approval Logic?	More Complex Workflow - Describe
AssessorEF.nsf	Assessor	PD Transmittal	Basic only	hidden fields based on user input
AssessorEF.nsf	Assessor	PD54 Transmittal	Basic only	hidden fields based on user input
AssessorEF.nsf	Assessor	PD57 Transmittal	Basic only	hidden fields based on user input
mail_in\SAPDataEntry.nsf	Auditor	EFS FIN Authorization Request	Approval Logic	pre-filled fields based on user authentication, multiple forms & views
mail_in\SAPDataEntry.nsf	Auditor	EFS HR Authorization Request	Approval Logic	pre-filled fields based on user authentication, multiple forms & views
AudTransEF.nsf	Auditor	FTP/SAP Transmittal	Basic only	
AudTransEF.nsf	Auditor	Auditor TC Transmittal	Basic only	hidden fields based on user input
mail_in\ac_budget_adjustments.nsf	Auditor	AC Budget Adjustments	Approval Logic	pre-filled fields based on user authentication, multiple forms & views
DA_eforms.nsf	Child Support & DA	Overtime Request	Approval Logic	
DASeforms.nsf	Health Agency	HA_NewEmployee	Basic only	
DASeforms.nsf	Health Agency	Disclosure	Basic only	

## LOTUS NOTES TO OFFICE 365 MIGRATION

Database Name	Department	Eform Name/Alias	Basic Routing or Approval Logic?	More Complex Workflow - Describe
DASeforms.nsf	Health Agency	Edit or Delete User Access	Basic only	
DASeforms.nsf	Health Agency	Accucare	Basic only	Form sends PII via email
DASeforms.nsf	Health Agency	Detox Status Change	Basic only	
DASeforms.nsf	Health Agency	Request for Accounting Exception	Basic only	
DASeforms.nsf	Health Agency	Drug Test Incident Report	Basic only	
PHEforms.nsf	Health Agency	Office Depot Order Form	Approval Logic	
DASeforms.nsf	Health Agency	Notice of Completion (Generic)	Basic only	
DASeforms.nsf	Health Agency	Notice of Completion (DEJ)	Basic only	
DASeforms.nsf	Health Agency	Notice of Termination (Generic)	Basic only	
DASeforms.nsf	Health Agency	Notice of Termination (DEJ)	Basic only	Form sends PII via email
DASeforms.nsf	Health Agency	Notice of Enrollment	Basic only	
DASeforms.nsf	Health Agency	Notice of Re-enrollment	Basic only	
PHEforms.nsf	Health Agency	Purchase Request	Approval Logic	
Countyform.nsf	General Services	Purchase Order Change	Approval Logic	
GSEforms.nsf	Countywide	Custodial Supply Requisition	Basic only	
GSEforms.nsf	Countywide	Vets Hall Reservation Request	Basic only	
GSEforms.nsf	General Services	Complaint Form	Basic only	
mail_in\GSEnviroDetMailin.nsf	General Services	Environmental Determination Request	Basic only	
GSEforms.nsf	General Services	Meeting Arrangement Request	Basic only	
GSEforms.nsf	General Services	New Hire	Basic only	Form sends PII via email
GSEforms.nsf	General Services	Seminar Request - Staff	Approval Logic	
GSEforms.nsf	General Services	Termination	Basic only	Form sends PII via email
GSEforms.nsf	General Services	Veteran Hall Request	Basic only	
Countyform.nsf	General Services	Project Cost Estimate - Long	Basic only	
Countyform.nsf	General Services	Project Cost Estimate - Short	Basic only	

## LOTUS NOTES TO OFFICE 365 MIGRATION

Database Name	Department	Eform Name/Alias	Basic Routing or Approval Logic?	More Complex Workflow - Describe
itmfcms.nsf	Information Technology	Change Communication Request	Approval Logic	
isdapcycle.nsf	Information Technology	DB Space Request	Basic only	
isdapcycle.nsf	Information Technology	EPIC Tape Request	Basic only	
isdapcycle.nsf	Information Technology	File Request	Basic only	
isdapcycle.nsf	Information Technology	Job Request Form	Basic only	
isdapcycle.nsf	Information Technology	Computer Room Change Request	Basic only	
mail_in\it_small_project_submissions_and_approval_process.nsf	Information Technology	Project Submission	Approval Logic	
isdapcycle.nsf	Information Technology	CA-Deliver (SAR) Request	Basic only	
SysInfoMail_in.nsf	Information Technology	System Down	Basic only	
SysInfoMail_in.nsf	Information Technology	System Available	Basic only	
isdapcycle.nsf	Information Technology	Telephone Billing	Basic only	
isdapcycle.nsf	Information Technology	Transaction, Programs, Maps Request form	Basic only	
isdapcycle.nsf	Information Technology	TC71-Daily Taxes on Web Processing	Basic only	
isdapcycle.nsf	Information Technology	IT Cal Card Purchase Request	Basic only	
JuryServef.nsf	Courts, DA	Jury Info	Basic only	
PlanEF.nsf	Planning	Planning Leave Request	Approval Logic	
PlanEF.nsf	Planning	Overtime Entry	Basic only	
PlanEF.nsf	Planning	New Hire	Basic only	
PlanEF.nsf	Planning	Office Supply Order	Basic only	
PlanEF.nsf	Planning	Adjustment Request	Approval Logic	
PlanEF.nsf	Planning	Purchasing Request - General	Basic only	
PlanEF.nsf	Planning	Purchasing Request - Technology	Basic only	
ProbEF.nsf	Probation	Superior Court Calendar	Basic only	Form sends PII via email
ProbEF.nsf	Probation	Computer Assistance Request	Basic only	
ProbEF.nsf	Probation	Overtime/Comp Time Request	Approval Logic	
tceforms.nsf	Tax Collector	TC Transmittal	Basic only	

## LOTUS NOTES TO OFFICE 365 MIGRATION

Database Name	Department	Eform Name/Alias	Basic Routing or Approval Logic?	More Complex Workflow - Describe
tceforms.nsf	Tax Collector	TH Transmittal	Basic only	
tceforms.nsf	Tax Collector	TR Transmittal	Basic only	
tceforms.nsf	Tax Collector	TC PD Transmittal	Basic only	
Countyform.nsf	Countywide	Add Operator	Basic only	
Countyform.nsf	Countywide	Change Operator	Basic only	
Countyform.nsf	Countywide	Delete Operator	Basic only	
Countyform.nsf	Countywide	Name Change	Basic only	
Countyform.nsf	Countywide	Group Admin Request	Basic only	
Countyform.nsf	Countywide	Voice Mail Start	Basic only	
Countyform.nsf	Countywide	Telephone Request	Approval Logic	
Countyform.nsf	Countywide	PO Change	Approval Logic	
Countyform.nsf	Countywide	CSC Request for Action	Approval Logic	
mail_in\GSACapitalProjects.nsf	Countywide	Capital Project Request	Approval Logic	documents stored in db with built in workflow and views
mail_in\GSACapitalProjects.nsf	Countywide	Project Request Form - Alternate	Approval Logic	documents stored in db with built in workflow and views
mail_in\GSACapitalProjects.nsf	Countywide	Capital Project Request - 5 year	Approval Logic	documents stored in db with built in workflow and views
Countyform.nsf	Countywide	ID Move Request	Basic only	routing determined by dept. selection
Countyform.nsf	Countywide	Leave Request	Approval Logic	
Countyform.nsf	Countywide	Acceptable Use Policy Ack	Basic only	
Countyform.nsf	Countywide	Admin Part-time Allocation	Approval Logic	
Countyform.nsf	Countywide	Nagios Monitor	Basic only	
Countyform.nsf	Countywide	TSM Backup Request	Basic only	
Countyform.nsf	Countywide	Virtual Server Request	Basic only	
mail_in\it_mobile_device.nsf	Countywide	Mobile Device	Approval Logic	documents stored in db with built in workflow and views
GSEforms.nsf	Countywide	Copier Purchase	Basic only	

**APPENDIX D –SAN LUIS OBISPO COUNTY TRAVEL POLICY AND 2013 RATES**



**COUNTY OF SAN LUIS OBISPO**

**TRAVEL POLICY**

**REVISED**

**January 1, 2013**

## LOTUS NOTES TO OFFICE 365 MIGRATION

**COUNTY OF SAN LUIS OBISPO  
TRAVEL POLICY**I. GENERAL

## A. PURPOSE AND SCOPE

The purpose of these rules is to prescribe the procedures by which officers and employees of San Luis Obispo County and Board of Supervisors governed special districts shall report and be reimbursed for expenses incurred in connection with authorized travel on behalf of the County. The following policies are set forth to improve control and minimize cost.

## B. GENERAL PROVISIONS

1. Travel will be authorized only when the travel is necessary and in the best interest of the County. Reimbursement will be for actual, reasonable and necessary expenses incurred while on County business, but not to exceed established guidelines.
2. The most economical means of transportation will be used unless unusual circumstances require other alternatives.
3. County employees should neither enrich themselves nor be required to utilize their own funds while traveling on County business unless they exceed the established guidelines.
4. Department heads and their chief aides generally should not travel to the same conference or seminar or otherwise be away from the county at the same time.
5. The County will not reimburse for any alcoholic beverages for any event or meeting.
6. This policy incorporates the terms and conditions of all current agreements between the County and airlines, hotels and car rental companies and travel agencies.
7. All travel arrangements for County officers, employees, and independent contractors shall be made through the travel agency under contract with the County, including airline ticketing, car rental and lodging reservation. Exceptions to this policy may be authorized by the Auditor-Controller in an emergency or other circumstances that may warrant such exception.

## C. ADMINISTRATIVE RESPONSIBILITIES

## 1. AUDITOR-CONTROLLER RESPONSIBILITY

The Auditor-Controller is responsible for the administration of this travel policy and shall establish administrative procedures dealing with employee travel while on County business. The Auditor-Controller shall authorize travel in accordance with the procedures set forth in this policy and periodically incorporate revisions to this policy which reflect current practices and procedures. The Administrative Officer shall review each departmental budget submission and recommend an amount to the Board of Supervisors for inclusion in the Budget. The Auditor-Controller shall retain the option to review, for approval or rejection, any officer's travel expense records which may otherwise be free from administrative scrutiny. The Auditor-Controller shall present to

**LOTUS NOTES TO OFFICE 365 MIGRATION**

the Board for their approval any changes made to the "Guidelines to Meal and Hotel/Motel Rates" attached hereto as Exhibit A.

The Auditor-Controller shall audit and pay travel claims in accordance with the provisions of California Government Code Section 29741 and this policy.

**2. DEPARTMENT HEAD RESPONSIBILITY**

Department heads shall authorize all travel, subject to the limitations of this policy and the amount appropriated for that purpose in the annual departmental budget. The Department head shall be held responsible for certifying that travel is related to County business.

**D. DEFINITIONS****1. COUNTY BUSINESS**

Consists of activities directly related to the necessary and required business functions of San Luis Obispo County Government.

**2. AUTHORIZED PERSONNEL**

Those eligible for reimbursement of expenses incurred for the County include:

**a. Officers and employees of the County.**

(1). For the purpose of this travel policy only, County employees are defined as authorized, designated individuals performing job responsibilities which have a direct and/or significant effect on County business, including interns, volunteers and personnel oral boards.

(2). Whenever the term "department head" is used in this policy, it is intended to include the department head or designee.

**b. Designated members of Boards, Commissions, and Advisory Committees of the County.****3. DESIGNATED NORMAL WORK LOCATION**

The designated normal work location for each County officer or employee is the place at which that officer or employee spends the largest portion of his regular workdays or working time or the place to which he returns upon completion of regular or special assignments, or as the Board of Supervisors may otherwise define in special situations.

**4. RESIDENCE**

Residence is the actual dwelling place of the employee without regard to any other legal or mailing address.

**5. EXPENSES NOT REIMBURSED BY THE COUNTY****a. Premiums for personal property insurance.**

**LOTUS NOTES TO OFFICE 365 MIGRATION**

- b. Any discretionary items intended for the personal benefit or pleasure of the traveler, such as entertainment, barber and beauty shop charges, and unauthorized laundry services.
- c. Any expenses deemed not in the interest of the County, as determined by the department head or the Auditor-Controller.

**E. AUTHORIZATION OF TRAVEL AT COUNTY EXPENSES****1. OUT-OF-STATE TRAVEL**

- a. Directors or other heads of individual departments may authorize all travel for county business by employees of their departments. In addition, department's supervisors may authorize in-state travel of subordinate employees. (Refer to County Code Section 2.84.020.)
- b. Officers of the County shall not be absent from the State for more than 30 days unless on official County business or with the consent of the Board of Supervisors. Absence of more than two months requires consent of the Board of Supervisors and written approval from the governor and shall not exceed six months in any one year. (Refer to Government Code Section 1063).

**2. OUT-OF-COUNTY TRAVEL****a. GENERAL**

Authorization must be obtained from the department head or designee prior to employee travel outside the County on County business.

**b. DEPARTMENT HEAD**

When a department head intends to travel outside the County on County business for longer than five days, he/she must notify the County Administrative Officer in writing, in advance and indicate who will be responsible during his/her absence.

**3. IN-COUNTY TRAVEL**

Travel within the County by authorized individuals will be reimbursed only for actual expenditures for meals, transportation, and business expenses according to the specific guidelines contained elsewhere in this policy. Department head approval shall indicate that the in-County expense incurred for authorized travel is within the established guidelines.

**II. SPECIFIC EXPENSES****A. LODGINGS****1. GENERAL**

**LOTUS NOTES TO OFFICE 365 MIGRATION**

- a. Lodging expenses consist of those charges for overnight sleeping or dwelling accommodations as required during employee travel for the conduct of official County business.
- b. Lodging is an allowable expense for the evening preceding an Out-of-County meeting or business event when the traveler would have to leave his/her residence before 7:00 a.m. on the day of the event to arrive at his/her destination at the designated time.
- c. Lodging is an allowable expense for the evening subsequent to an Out-of-County meeting or business event when travel would result in the traveler arriving at his/her residence after 8:00 p.m.
- d. Employees must be sure to request a government or commercial rate when making reservations for or registering at a hotel/motel. Also, they should make themselves aware of contracted rates made by the County at selected hotels/motels. Where applicable, exemptions from transient occupancy taxes should be requested.

**2. REGULAR LODGING**

Actual expense for lodging on authorized travel will be reimbursed up to a maximum guideline amount established by the Board of Supervisors in Exhibit A. A valid hotel receipt must accompany the reimbursement claim. Any lodging expense claimed in excess of the established guidelines may be reduced or disallowed by the Department Head or the Auditor-Controller if a suitable and less expensive alternative is within easy reach of the preferred hotel. Under special circumstances, the guideline rates may be exceeded by up to 50% upon approval of the Auditor-Controller. Department heads must submit prior written justification for lodging expenses to the Auditor-Controller supporting their request for an exemption to these rates.

**3. LONG-TERM LODGING**

Long-term assignments shall be defined as any continuous full-time duty or training assignment of thirty (30) or more calendar days at a location which is not considered the employee's designated normal work location. Actual expenses for long-term lodging on authorized travel will be reimbursed in accordance with the guideline amounts established by the Board of Supervisors in Exhibit A.

An officer or employee may determine, prior to travel, if a long-term lodging expense in excess of the established guidelines will be allowed by submitting the expected lodging rate, along with proper justification, to the Auditor-Controller well in advance of anticipated travel.

**4. SHARED LODGING****a. FAMILY MEMBER OR FRIEND**

Where expense for a family member or friend is included on the receipt, the rate claimed must be the single occupancy rate.

**LOTUS NOTES TO OFFICE 365 MIGRATION**

## b. FELLOW EMPLOYEE

- (1). When a room is shared with a fellow employee, one employee may charge the expense for all employees. The cost of the room may exceed the maximum guideline amount by the amount that the multiple occupancy rate exceeds the single rate. This charge should be cleared by the employee paying the bill or the name which appears on the hotel folio.
- (2). When using a County Mastercard and shared lodging expenses are claimed by a single employee, the reimbursement claim is to list the names of the other employees and may be charged to a County credit card in total.

- c. Those lodging costs paid by a County employee for prisoners, inmates, or court wards during authorized travel should be claimed at the double occupancy amount which may exceed the maximum guideline amount by the amount that the multiple occupancy rate exceeds the single rate.

## 5. SPECIAL LODGING

Reimbursement for special lodging arrangements, that is, other than hotel or motel accommodations will be provided only upon the prior written approval of the Auditor-Controller; such special arrangements include, but are not limited to, accommodations in apartments, RV parks, campgrounds or other semi-permanent lodgings.

## 6. USE OF LODGING AS A GUEST OF FRIENDS OR RELATIVES

When an employee remains overnight as a guest of friends or relatives while traveling on behalf of the County, no amount may be claimed for lodging expense.

## 7. RETURN TO PERMANENT WORK LOCATION OVER NON-WORKDAYS

When job requirements do not necessitate that a traveler remain at a temporary work location over a non-workday or holiday, the Department Head may, at his/her discretion, direct the employee to return to his/her residence in the County, provided that the travel cost of the return trip is the same or less than the estimated expense of having the employee remain at the temporary work location.

## B. MEALS

## 1. GENERAL

- a. Meal expenses shall be those charges for food and non-alcoholic beverages actually purchased and consumed while on official County business provided the charges are not included by other expenses (i.e., conference fees, airline fares, lodging, etc.).
- b. Meal expense incurred will be reimbursed on an actual cost basis up to the per-meal guideline amount allowed in Exhibit A. Gratuities for meal service should be included in cost of meals claimed. Each meal is to be accounted for separately. That is, no cost in excess of the per meal guideline amount shall be offset by another meal claimed at less than the established guideline amount. Under

**LOTUS NOTES TO OFFICE 365 MIGRATION**

special circumstances, the guideline rates may be exceeded by up to 50% upon approval of the Auditor-Controller. Department heads must submit written justification for meal expenses to the Auditor-Controller supporting their request for an exemption to these rates.

- c. Meal expenses must be claimed by each employee individually unless the meal is purchased on one credit card receipt.

**2. TIME CRITERIA GOVERNING REIMBURSEMENT FOR MEALS**

- a. Normally meals are reimbursable under the following time criteria:

MEAL	TRAVEL BEGINS BEFORE	TRAVEL ENDS AFTER
Breakfast	7:00 a.m.	8:00 a.m.
Lunch	11:00 a.m.	1:00 p.m.
Dinner	5:00 p.m.	6:00 p.m.

- b. For purposes of determining eligibility for reimbursement, travel shall be considered to begin when the traveler departs his/her residence if the trip begins before or after normal office hours. If the trip begins during normal office hours, travel shall be considered to begin when the traveler departs the office. It will be the department head's responsibility to monitor time of departure and arrival to ensure no unnecessary meals are claimed.

**3. MEALS PURCHASED WITHIN THE COUNTY OF SAN LUIS OBISPO**

Normally, County officers and employees will not be reimbursed for meals taken within the County of San Luis Obispo while the officer or employee is engaged in his/her usual job duties. However, reimbursement may be allowed, at the discretion of the department head, in the following circumstances:

- a. Attendance at a County-job-related conference or business meeting held within the County which extends over a mealtime and the business of the conference or meeting will be pursued during the meal.
- b. During an emergency declared by an authorized governmental authority, meals will be allowed to County officers and employees who must work more than two hours over their normal workday.

**4. REIMBURSEMENT OF COUNTY OFFICERS OR EMPLOYEES FOR COST OF MEALS PURCHASED FOR NON-COUNTY PERSONNEL**

Subject to the guideline rates contained in this Policy, County officers and employees shall be reimbursed for the cost of purchasing meals for non-County personnel as follows:

- a. For:
  - (1) Oral board members
  - (2) Jury members in deliberation on criminal cases
  - (3) Witnesses subpoenaed by the County
- b. If authorized by the County Administrative Officer, for emergency workers responding to a County request for mutual aid under a mutual aid agreement or for

## LOTUS NOTES TO OFFICE 365 MIGRATION

emergency workers acting on behalf of the County under an emergency declared by the authorized governmental authority.

- c. Members of the Board of Supervisors, the County Administrative Officer, and department heads, will be reimbursed for meals purchased for non-County personnel when acting as an official representative of the County in hosting a County business meeting and the meeting extends over a usual mealtime.

## C. TRANSPORTATION

### 1. GENERAL

- a. When traveling on County business, officers and employees should utilize the least expensive, most appropriate mode of transportation consistent with time requirements and work schedules. Reimbursement will be authorized for only actual expenses for the method of transportation which is in the best interest of the County, considering both direct expense as well as the employee's time.
- b. Transportation expenses are the direct costs related to movement of the employee from authorized point of departure to destination of travel and to the authorized point of return. Transportation expenses normally include, but are not limited to, such items as common tickets, private vehicle mileage, and car rental charges.
- c. Other transportation expenses include taxi, bus, and streetcar fares; road, bridges, and ferry tolls, parking fees, and any other incidental costs directly related to transporting the employee from normal work location to temporary work location and return.
- d. Transportation expenses not covered are: Traffic and parking violations; emergency repairs on private or commercial automobiles; and personal travel while at an out-of-County location.

### 2. TRAVEL BY AUTOMOBILE

#### a. GENERAL

The use of automobiles (whether private or County-owned) on County business is subject to the provisions of County Ordinance 1789, Rules for the Use of Vehicles on County Business and the procedures outlined in the Fleet Services Procedure Manual.

#### b. BOARD OF SUPERVISORS

Members of the Board of Supervisors may select either: (1) a monthly vehicle allowance as established by the Board for department heads and elected officials; or (2) the Board member may use his/her own personal vehicle and be reimbursed at the same mileage rate as other County employees. Travel to the County seat from the residence of each Board member shall be construed as travel for County business.

**LOTUS NOTES TO OFFICE 365 MIGRATION**

## c. EMERGENCY REPAIR TO AND FUEL COSTS FOR COUNTY VEHICLES

- (1). Emergency repairs to County vehicles are defined as those repairs required when the vehicle is not operable in a safe manner.
- (2). When emergency repairs are required on a County vehicle being operated within the County during normal business hours, the department responsible for maintenance of the vehicle should be contacted, where reasonable, prior to making any repair to the vehicle.
- (3). When emergency repairs are required on a County vehicle being operated outside the County or at times other than normal business hours, the operator may be reimbursed for the cost of emergency repairs for towing costs. The operator should immediately contact the County's Fleet Services or the Department of General Services at 781-5200, 24 hours per day for assistance and approval on major repairs.
- (4). County vehicles are provided with gasoline company credit cards or a County fuel card that is used in the County's automated fuel dispensing system. These cards should be used only for the vehicle to which it is assigned. Lost or stolen County cards should be reported immediately to County Fleet Services.

## d. TRAVEL BY PRIVATE VEHICLE

- (1). When traveling by private vehicle, mileage reimbursement will be calculated based on the following criteria:
  - a. During scheduled workdays, travel reimbursement is based upon the distance from the traveler's residence or normal designated workstation to his/her destination, whichever is less.
  - b. During scheduled workdays, return travel reimbursement is based upon the distance from the out of area location to the traveler's residence or normal designated workstation, whichever is less.
  - c. During non-scheduled workdays, travel reimbursement is based upon the distance from the traveler's residence to his/her destination and return.
  - d. Travel to and from a common carrier terminal or station is based on the same criteria as in (a) through (c) above.

## e. RATES

Officers and employees will be reimbursed for travel mileage incident to the authorized use of a privately owned vehicle on County business. Such reimbursement will be at the rate currently prescribed by IRS regulation unless otherwise provided by Board resolution. Such reimbursement will be considered complete payment of actual and necessary expenses incident to the use of a privately owned vehicle, including insurance, repairs, and all other transportation related costs. Individuals shall not receive reimbursement for gasoline purchases whenever that individual expects to claim the per mile reimbursement rate for private vehicles.

## LOTUS NOTES TO OFFICE 365 MIGRATION

## f. COMMERCIAL AUTO RENTAL

- (1). Employees will be reimbursed for the actual and necessary cost of such rental when substantiated by an invoice. The size of the auto rented shall be the least expensive appropriate to the use required by the employee. Arrangements should be made using the contracted County rental car agency to insure the lowest rates. No rental insurance should be taken. Luxury cars are not authorized under any circumstance.
- (2). Rental vehicles should be refueled before being returned to the rental agency if at all possible. A County credit card may be used for this expense.

## 3. AIR TRAVEL

## a. SCHEDULED COMMERCIAL AIRLINES

- (1). When reimbursement is claimed for transportation via scheduled commercial airlines, reimbursement will be limited to the cost of travel by air coach. The advance purchase of airline tickets should be made through the travel agency under contract with the County.
- (2). When making claims for reimbursement, the traveler should submit the E-ticket copy or itinerary with the claim.
- (3). The traveler shall attempt to use the lowest airline rates available. Reservations should be made as far in advance as possible to take advantage of discounts available.
- (4). To the extent permitted by law and the rules of each airline, any frequent flier mileage or bonus points earned or any premiums such as discounts on future fares received as a result of travel on official County business, accrues to the County.
- (5). Airline or other travel insurance is not reimbursable.

## b. COMMERCIAL CHARTER AIRCRAFT

Travel via commercial charter aircraft shall be limited to instances in which travel via scheduled airline is impractical or more expensive. Departments are encouraged to investigate the use of charter aircraft if three or more persons are traveling to the same destination for a one-day trip within the state. Due to insurance requirements, charter aircraft must have no more than twenty (20) seats including crew. Authorized commercial charter flights will be reimbursed at the actual cost of the service as supported by validated receipts.

## c. PRIVATE AIRCRAFT

The use of private aircraft owned or rented by employees or others will require prior authorization by the department head. Due to insurance requirements, private aircraft must have current "Standard" airworthiness certificates issued by the FAA, and the pilot in command must hold a currently effective pilot's certificate issued by the FAA and must have a current rating for the aircraft flown. Before any private aircraft owned by an employee is flown on County business, a current

**LOTUS NOTES TO OFFICE 365 MIGRATION**

certificate of insurance covering the aircraft must be filed with the County's Risk Manager.

Reimbursement to employees or others for use of private aircraft owned or rented and flown to travel destination will be on the basis of actual cost as supported by validated receipts. For purposes of these rules, landing and tie down fees are defined as reimbursable expenses.

**4. RAILROAD TRANSPORTATION**

Employees will be reimbursed for the actual cost of the fare as evidence by validated receipts and the latest published common carrier tariff on the date of travel. Round trip rates shall be used whenever possible. Reimbursement for roomette Pullman accommodations is authorized when such accommodations are deemed to be advantageous to the County by the department head.

**5. TAXIS AND OTHER LOCAL TRANSPORTATION**

The cost of taxis or carfare to and from places of business, hotels, airports, or railroad station in connection with business activities will be reimbursed by the County. Taxis will not be used for travel to restaurants unless food service is not available at your hotel/motel. Use of taxis is permitted only when suitable, and more economical services are not reasonably available. Whenever available, employees must attempt to utilize existing hotel/motel van or taxi services. All local transportation expenses in excess of \$10.00 must be accompanied by a receipt to be considered a legitimate reimbursable charge.

**D. BUSINESS EXPENSES**

1. Business expenses are all expenses incident to official travel other than transportation, lodging, and meals. Receipts shall be required for all business expenses in excess of \$10.00.
2. Employees will be reimbursed for actual and necessary business expenses, provided that such expenses are directly related to the purpose of travel. Business expenses shall not include the cost of discretionary items intended for the personal benefit or pleasure of the traveler, such as entertainment, or barber and beauty shop charges. Business expenses normally include, but are not limited to, expenditures for the following:
  - a. Conference Registration Fees (if not previously paid by a separate claim).
  - b. Documented telephone, telegraph, fax and internet charges for official business.
  - c. Limited personal telephone calls. An employee on official business, which requires overnight travel, will be allowed one limited personal long distance telephone call to his/her family each night. These telephone calls should be limited to no more than five minutes. Hotel charges for local calls are reimbursable.
  - d. Laundry/cleaning costs as a result of the employee being on travel status for more than seven (7) consecutive days. This expense may not exceed \$10.00 per seven (7) day period and must in fact be used.

## LOTUS NOTES TO OFFICE 365 MIGRATION

- e. Amounts paid to baggage handlers, porters, and other service personnel not to exceed \$10 per seven (7) consecutive days. Gratuities for meal service should be included in costs of meals claimed.

## E. REIMBURSEMENT FOR THE BOARD OF SUPERVISORS AND COUNTY LEGISLATIVE BODIES

1. This section of the County Travel Policy is intended to address the additional statutory requirements relating to the Board of Supervisors and all County legislative bodies under Article 2.3, Chapter 2, Part 1, Division 2 of the Government Code ("Article 2.3"). For purposes of Article 2.3, a legislative body is defined under Government Code Section 54952 as any board, commission, committee, or local agency, whether permanent or temporary, decision-making or advisory, created by a formal action of the Board of Supervisors.

Government Code, Article 2.3. Compensation, requires the Board of Supervisors to adopt a written policy, in a public meeting, regarding reimbursement of actual and necessary expenses incurred in the performance of their official duties. The policy must specify the types of occurrences that qualify a Board member or legislative body member to receive reimbursement for travel, lodging, meals, and other actual and necessary expenses that are incurred during the performance of their duties. The policy may also specify the reasonable reimbursement rates for these actual and necessary expenses.

The County Travel Policy is in compliance with Government Code Article 2.3 with the addition of the following travel reimbursement requirements which apply specifically to the Board of Supervisors and their legislative bodies:

- a. Board members and legislative bodies shall use government and group rates for travel and lodging when offered and available.
- b. Lodging costs shall not exceed the maximum group rate published by the conference sponsor, provided that the group rate is available at the time of booking. If the group rate is not available, then a comparable rate may be used.
- c. All expenses that do not fall within the County Travel Policy or the Internal Revenue Services reimbursable rates shall be approved by the Board of Supervisors in a public meeting prior to the expense being incurred.
- d. Expenses shall be filed on the Travel Reimbursement Claim form provided by the Auditor-Controller within two weeks after incurring the expenses relating to meals, travel, lodging or other related expenses. The Travel Reimbursement Claim shall document all actual and necessary expenses incurred by Board members and legislative body members in the performance of their official duty on behalf of the County.
- e. The Travel Reimbursement Claim shall document sufficient detail to demonstrate compliance with the Travel Policy for the expenditure of public funds. The Travel Reimbursement Claim shall be accompanied by the receipts documenting each expense.
- f. Board members and members of legislative bodies shall provide brief reports on the meetings attended at the expense of the County at the next regular public meeting of the Board of Supervisors or the legislative body to which they belong.

## LOTUS NOTES TO OFFICE 365 MIGRATION

g. All documents related to the Board of Supervisor's or legislative bodies reimbursable expenditures are public records subject to disclosure under the California Public Records Act.

III. TRAVEL REIMBURSEMENT CLAIMS, CREDIT CARDS, REGISTRATION/TRAVEL ADVANCES

A. TRAVEL REIMBURSEMENT CLAIMS

1. GENERAL

- a. Claims for reimbursement of authorized travel expenses must be submitted on a County Travel Reimbursement form within five (5) days of completion of the travel. All claims must be signed by the traveling individual and approved by the department head.
- b. There shall be no settlement of travel expenses totaling less than \$1.00.

2. TRAVEL REIMBURSEMENT CLAIMS SHALL INCLUDE:

- a. The County business involved.
- b. The individual involved and their relationship to the matter at hand.
- c. The location and date of the event (e.g. meeting, conference, training).
- d. Expense identification, i.e., seminars, meals, plane fare, etc.
- e. The dollar amount of all expenses involved, including both cash and credit card expenditures.
- f. Personal expenditures only if a part of a County credit card expenditure. These personal expenditures must be subsequently subtracted from the total amount of the claim.
- g. Any additional explanation as would serve to substantiate the claim.

3. EXPENSES NOT REQUIRING RECEIPTS

Receipts and vouchers shall be required for all claimed expenses, except for the following:

- a. Expenditures for meals paid for in cash.
- b. Parking fees, fares for taxi, streetcar, bus, ferryboat and tolls for roads and bridges of less than \$10.00 each.
- c. Individual items of business expense of less than \$10.00 each.
- d. Amounts paid to baggage handlers, porters, and other service personnel not to exceed \$10 per seven (7) consecutive days.

**LOTUS NOTES TO OFFICE 365 MIGRATION**

## 4. REIMBURSEMENT OF TRAVEL EXPENSE FROM AN OUTSIDE SOURCE

Reimbursement of travel expenses received from an outside source must be deposited in the County Treasury by the receiving employee's department.

## B. COUNTY CREDIT CARDS

## 1. GENERAL

- a. There are two types of County credit cards that can be used for official travel related expenses: (1) American Express Corporate cards, and (2) County MasterCard.
- b. The American Express Corporate card is designated as the primary card for County travel with each card individually issued to an approved cardholder. Employees are encouraged to use the American Express Corporate card or their individual credit card whenever possible for County travel. The American Express Corporate card use is restricted for official County related travel expenses and should not be used for any other County business.
- c. CALCards are issued by General Services to departments and are restricted to non-travel related departmental expenses with the exception of conference or training registration. Information on the use of CALCards can be provided by contacting General Services or found on the County Bulletin Board under Purchasing 'CALCard Program Manual'.
- d. The Auditor-Controller's Office has non-personalized Mastercards available for County travel when: (1) an employee does not have a County American Express Corporate card; or (2) The Mastercards issued to the department have already been checked out to other employees in the department.
- e. The Mastercards available for checkout in the Auditor's Office are to be used as a last resort when no other credit card is available. Employees are encouraged to apply for and use a County American Express Corporate card or use their personal credit card if they routinely travel on County business.
- f. When three or more individuals from the same department travel to the same location, they are encouraged to use more than one Mastercard to reduce the possibility of reaching the maximum limit on a single card.
- g. Each non-departmental Mastercard has a \$3000 credit limit so it is important for employees to plan ahead for any long-term travel expenses. Cards can quickly reach their maximum limit if they have accumulated charges from earlier use.
- h. Mastercards should not be used to pay for stays of two weeks or longer. Departments should contact the hotel for a written estimate of rates and process a payment to the hotel to prepay the total lodging charges. Departments should enter a vendor invoice (FV60) in advance of the employee's departure. The employee can then present the warrant to the hotel at check in. The Mastercard can then be used to hold the room reservation, pay for room incidentals, and cover meals and other travel expenses. This ensures the employee has an adequate amount of credit on the card during their stay without exceeding the card limit.

**LOTUS NOTES TO OFFICE 365 MIGRATION**

- i. Mastercards issued to The County of San Luis Obispo are valid for a twelve (12) month period. The expiration date is printed on each card. New cards will be exchanged for the expiring one sufficiently in advance of the date so as to cause no problem for the holder or traveler.
- j. The Auditor-Controller may refuse to issue cards to departments or individuals who do not comply with the provisions of this policy and its administration.

**2. USE**

- a. County credit cards may be used only for those necessary and allowable expenses contained in this Policy and properly claimed by the individual to whom the card has been issued. County credit cards may not be used to obtain cash. Any penalty or excessive charges against the County due to misuse of a credit card or negligence by the user of the card, shall be borne by that individual.
- b. Credit card vouchers (receipts/drafts) should contain a general description as to what was purchased, such as: Hotel room, airfare, breakfast, lunch, dinner, etc. Detailed receipts must be attached when required by this Policy.
- c. Credit card vouchers are essential for reconciling purchases with the credit card billing and must be submitted with the travel reimbursement.
- d. The traveler must sign his/her name on the credit card voucher, not "County of San Luis Obispo".

**3. MASTERCARD ISSUE/RETURN PROCEDURE**

- a. Mastercards will be issued not earlier than three (3) workdays prior to expected trip departure. Approval must first be obtained from the department head or authorized individual on a credit card request form prior to issuance of a credit card.
- b. If a scheduled trip is canceled, the Mastercard will be returned to the Auditor-Controller's Office immediately, or no later than the following workday.
- c. A Mastercard issued for a specific trip must be returned to the Auditor-Controller's Office on the first day that the traveler returns to work. The corresponding claim must be submitted within five (5) days.

**4. LOST OR STOLEN COUNTY MASTERCARDS**

Lost or stolen County Mastercards should be reported to the Auditor-Controller's Office as soon as possible after the card is determined missing by phoning (805) 781-5040.

## LOTUS NOTES TO OFFICE 365 MIGRATION

## C. REGISTRATION/TRAVEL ADVANCES

## 1. GENERAL

- a. County employees may receive a travel advance but are encouraged to use their American Express Corporate card, their personal credit card or a County Mastercard in lieu of an advance.
- b. The minimum advance shall be \$54 and must be for stays of greater than three (3) days. Travel advance requests must be accompanied by all pertinent documentation which supports the need for the requested travel advance, i.e., copy of proposed agendas, registration form, etc.
- c. Individuals may use department Mastercards or CalCards for reservations and registrations. If the department does not have an assigned credit card, you can call the Auditor-Controller's Office to get a credit card number to use. If this reservation will result in an actual charge to the County, a receipt must be requested and a claim prepared immediately.

## 2. PROCEDURE

- a. Request for travel advances are to be submitted to the Auditor-Controller on the approved request form which is available from the Auditor-Controller's Office.
- b. Travel advance request forms must be signed by the employee and the department head. Requests are to be submitted to the Auditor-Controller at least five (5), but not more than ten (10) workdays before the intended date of departure so that they may be processed on a timely basis.
- c. Request for registration payments and hotel/motel reservation expenses are to be submitted to the Auditor-Controller on the approved request form. American Express Corporate card, Mastercard or a personal credit card is encouraged for all hotel/motel advance reservations.
- d. Requests for advance registration payments must be signed and submitted to the Auditor-Controller at least ten (10) days prior to the registration deadline to allow sufficient time for processing and mailing.
- e. In all cases, once a registration or travel advance had been made, the department or employee must complete and submit an approved County Travel Reimbursement form (along with all supporting vouchers and receipts) within five (5) days following the completion of travel. If the advance exceeds the actual expense, a remittance must accompany the completed claim for payment. An individual may not request or receive another advance until he/she has settled all outstanding advances. If the trip is canceled, the advance must be returned immediately.

**LOTUS NOTES TO OFFICE 365 MIGRATION**

**Exhibit A**

**GUIDELINE TO MILEAGE REIMBURSEMENT RATES**

The County follows the IRS reimbursement rates for mileage. The mileage reimbursement rate effective January 1, 2013 is \$.565 per mile.

**GUIDELINES TO MEAL AND HOTEL/MOTEL RATES**

The following travel reimbursement rates are effective as of February 6, 2007, for all individuals traveling under the County Travel Policy. These rates shall remain in effect until modified by the Board of Supervisors. Under special circumstances, the guideline rates may be exceeded by up to 50% upon approval of the Auditor-Controller. Department heads must submit prior written justification for lodging expenses to the Auditor-Controller supporting their request for an exemption to these rates.

**MEALS**

Meals must be claimed at the actual amount spent up to the maximum allowable amounts as follows:

Breakfast	\$12.00
Lunch	15.00
Dinner	27.00

The County is not on a per diem system, but rather reimburses for each meal on an individual basis according to the following time criteria:

<b><u>Meal</u></b>	<b><u>Travel must begin before</u></b>	<b><u>or</u></b>	<b><u>end after</u></b>
Breakfast	7:00 a.m.		8:00 a.m.
Lunch	11:00 a.m.		1:00 p.m.
Dinner	5:00 p.m.		6:00 p.m.

**HOTEL/MOTEL RATES**

The maximum room rates allowed for an individual on official County business as described in the Travel Policy are as follows:

- a. Single room rate - \$150.00 plus tax and parking.
- b. Double or multiple room rates - \$200.00 plus tax and parking. This rate is applicable only when all individuals sharing the room are authorized personnel eligible for reimbursement.
- c. High Cost Area -\$190.00 \*\* (Single occupancy) plus tax and parking.

\*\*High cost areas:

- (1) For hotels in the San Francisco Bay area, greater San Diego area, downtown Los Angeles, coastal areas of Los Angeles, Monterey, and Orange County
- (2) In order to save time and local transportation and parking costs, this rate may also be appropriate for employees staying at conference host hotels.

## LOTUS NOTES TO OFFICE 365 MIGRATION

Employees shall seek, and shall be reimbursed for, accommodations that are of good quality and in reasonable proximity to the place where the employee is to conduct County business. Reimbursement will not be made for luxury accommodations.

## LODGING HIGH COST AREAS

<u>AREA/CITY</u>	<u>INCLUDES THESE CITIES</u>	<u>SPECIFIC DATES</u>
Alameda County	Oakland, San Leandro, Berkeley	
Contra Costa County	Concord, Martinez, Richmond	
LA Coastal	Malibu, Santa Monica, Redondo Beach Manhattan Beach, Palos Verdes area	
LA Downtown	Wilshire Blvd, Santa Monica Blvd area	
Marin County	San Rafael, Sausalito, Novato	
Napa County	Napa, Calistoga	
Monterey Coastal	Carmel, Carmel Valley, Monterey	May-October
Orange County Coastal	Long Beach, Huntington Beach, Laguna Beach, Newport Beach, Costa Mesa, Dana Point, San Clemente	
Palm Springs		January-May
San Diego Co. Coastal	San Diego, Coronado, La Jolla, Carlsbad, Oceanside, Encinitas	
San Francisco Bay	San Francisco, Half Moon Bay, San Mateo, Redwood City	
Santa Barbara		
Santa Clara Area	Palo Alto, Mountain View, Sunnyvale, San Jose Los Altos, Menlo Park	
Santa Cruz		
South Lake Tahoe		June-August
Yosemite	Fish Camp	May-Sept

Areas Outside California

Boston, Cambridge

Chicago

Jackson Hole, Wy.

LOTUS NOTES TO OFFICE 365 MIGRATION

New York City

Philadelphia

Seattle

Washington DC, Alexandria Va.

Prince George Md.