



**NOTICE AND CALL OF A
SPECIAL MEETING
OF THE
ORANGE COUNTY FIRE AUTHORITY
EXECUTIVE COMMITTEE**

A Special Meeting of the
Orange County Fire Authority Executive Committee
has been scheduled for Thursday, January 23, 2014,
at 5:30 p.m.

The meeting will be held at:
OCFA – RFOTC
Board Room
1 Fire Authority Road
Irvine, CA

The business to be transacted at the meeting is
included on the attached Agenda.

Opportunity will be provided for members of the
public to address the Orange County Fire Authority
Executive Committee regarding this item.

Steven Weinberg, Board Chair



ORANGE COUNTY FIRE AUTHORITY

AGENDA

Pursuant to the Brown Act, this meeting also constitutes a meeting of the Board of Directors.

EXECUTIVE COMMITTEE

SPECIAL MEETING

Thursday, January 23, 2014

5:30 P.M.

Regional Fire Operations and Training Center

Board Room

1 Fire Authority Road

Irvine, CA 92602

Unless legally privileged, all supporting documentation and any writings or documents provided to a majority of the Executive Committee after the posting of this agenda, which relate to any item on this agenda will be made available for public review in the office of the Clerk of the Authority located on the 2nd floor of the OCFA Regional Fire Operations & Training Center, 1 Fire Authority Road, Irvine, CA 92602, during regular business hours, 8:00 a.m. - 5:00 p.m., Monday through Thursday, and every other Friday, (714) 573-6040. In addition, unless legally privileged, all supporting documentation and any such writings or documents will be available online at <http://www.ocfa.org>.

This Agenda contains a brief general description of each item to be considered. Except as otherwise provided by law, no action or discussion shall be taken on any item not appearing on the following Agenda. Unless legally privileged, supporting documents, including staff reports, are available for review at the Orange County Fire Authority Regional Fire Operations & Training Center, 1 Fire Authority Road, Irvine, CA 92602 or you may contact Sherry A.F. Wentz, Clerk of the Authority, at (714) 573-6040 Monday through Friday from 8 A.M. to 5 P.M.

If you wish to speak before the Fire Authority Executive Committee, please complete a Speaker Form identifying which item(s) you wish to address. Please return the completed form to the Clerk of the Authority prior to being heard before the Committee. Speaker Forms are available at the counters of both entryways of the Board Room.



In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the Clerk of the Authority at (714) 573-6040.

CALL TO ORDER

INVOCATION by OCFA Chaplain Robert Benoun

PLEDGE OF ALLEGIANCE by Director Bressette

ROLL CALL

PRESENTATIONS

No items.

PUBLIC COMMENTS

Resolution No. 97-024 established rules of decorum for public meetings held by the Orange County Fire Authority. Resolution No. 97-024 is available from the Clerk of the Authority.

Any member of the public may address the Committee on items within the Committee's subject matter jurisdiction but which are not listed on this agenda during PUBLIC COMMENTS. However, no action may be taken on matters that are not part of the posted agenda. We request comments made on the agenda be made at the time the item is considered and that comments be limited to three minutes per person. Please address your comments to the Committee as a whole, and do not engage in dialogue with individual Committee Members, Authority staff, or members of the audience.

The Agenda and Minutes are now available through the Internet at www.ocfa.org. You can access upcoming agendas on the Monday before the meeting. The minutes are the official record of the meeting and are scheduled for approval at the next regular Executive Committee meeting.

REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR**MINUTES**

- 1. Minutes from the November 21, 2013 (A), Executive Committee Regular Meeting and December 11, 2013 (B), Executive Committee Special Meeting**
Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:

Approve as submitted.

CONSENT CALENDAR

All matters on the consent calendar are considered routine and are to be approved with one motion unless a Committee Member or a member of the public requests separate action on a specific item.

- 2. Monthly Investment Reports**
Submitted by: Patricia Jakubiak, Treasurer

Recommended Action:

Receive and file the reports.

- 3. Updated Broker/Dealer List**
Submitted by: Patricia Jakubiak, Treasurer

Recommended Action:

Approve the proposed Broker/Dealer List to include the following three firms:

- FTN Financial
- Raymond James
- UBS Financial Services

4. Request for Proposal No. DC1886 – Microsoft SharePoint Upgrade Services
Submitted by: Brian Stephens, Assistant Chief/Support Services Department

Recommended Action:

Approve and authorize the Fire Chief to sign the Professional Services Agreement with 6th Street Consulting to upgrade and migrate the current 2007 SharePoint system to 2013 SharePoint for an amount of \$377,969.

END OF CONSENT CALENDAR

DISCUSSION CALENDAR

No items.

REPORTS

5. Chief's Report

COMMITTEE MEMBER COMMENTS

CLOSED SESSION

No items.

ADJOURNMENT – The next regular meeting of the Executive Committee is scheduled for Thursday, February 27, 2014, at 5:30 p.m.

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted in the lobby and front gate public display case of the Orange County Fire Authority, Regional Fire Operations and Training Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 16th day of January 2014.

Sherry A.F. Wentz, CMC
Clerk of the Authority

UPCOMING MEETINGS:

Budget and Finance Committee Meeting	Wednesday, February 5*, 2014, 12 noon
Claims Settlement Committee Meeting	Thursday, February 27, 2014, 5:00 p.m.
Executive Committee Meeting	Thursday, February 27, 2014, 5:30 p.m.
Board of Directors Meeting	Thursday, February 27, 2014, 6:30 p.m.

*Meeting moved forward by one week, due to holiday.

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Executive Committee Regular Meeting
Thursday, November 21, 2013
6:00 P.M.**

**Regional Fire Operations and Training Center
Board Room
1 Fire Authority Road
Irvine, CA 92602**

CALL TO ORDER

A regular meeting of the Orange County Fire Authority Executive Committee was called to order on November 21, 2013, at 6:03 p.m. by Vice Chair Al Murray.

INVOCATION

Chaplain Warren Johnson offered the invocation.

PLEDGE OF ALLEGIANCE

Director Hernandez led the assembly in the Pledge of Allegiance to our Flag.

ROLL CALL

Present: Randal Bressette, Laguna Hills
Gene Hernandez, Yorba Linda
Trish Kelley, Mission Viejo
Jeffrey Lalloway, Irvine
Al Murray, Tustin
David Shawver, Stanton
Todd Spitzer, County of Orange

Absent: Beth Swift, Buena Park
Steven Weinberg, Dana Point

Also present were:

Fire Chief Keith Richter	General Counsel David Kendig
Deputy Chief Craig Kinoshita	Assistant Chief Brian Stephens
Assistant Chief Dave Thomas	Assistant Chief Lori Zeller
Clerk of the Authority Sherry Wentz	Assistant Clerk Lydia Slivkoff

PRESENTATIONS

No items.

PUBLIC COMMENTS (F: 12.02A3)

Vice Chair Murray opened the Public Comments portion of the meeting.

Stephen Wontrobski, Mission Viejo resident, commented on his opposition to the Joint Powers Agreement amendment process. He provided a letter, which is on file in the Office of the Clerk.

Vice Chair Murray closed the Public Comments portion of the meeting.

REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR (F: 12.02A6)

Budget and Finance Committee (BFC) Vice Chair Randal Bressette reported at its November 6, 2013, meeting of the Budget and Finance Committee, the Committee discussed and voted unanimously to send the Monthly Investment Report and the First Quarter Financial Newsletter – July to September 2013 to the Executive Committee with the recommendation that the Committee approve the items. He also indicated the Committee received its monthly status update on the Orange County Employees' Retirement System, Workers' Compensation Program, and directed staff to send letters to OCERS in opposition to its Compensation Philosophy.

MINUTES

1. Minutes from the October 24, 2013, Regular Executive Committee Meeting (F: 12.02A2)

On motion of Director Spitzer and second by Director Bressette, the Executive Committee voted unanimously to approve the minutes from the October 24, 2013, Regular Executive Committee Meeting.

CONSENT CALENDAR

(Agenda Item Nos. 5, 6, and 7 were pulled from the Consent Calendar for separate consideration)

2. Monthly Investment Report (F: 11.10D2)

On motion of Director Bressette and second by Director Lalloway, the Executive Committee voted unanimously to receive and file the report.

3. First Quarter Financial Newsletter – July to September 2013 (F: 15.07)

On motion of Director Bressette and second by Director Lalloway, the Executive Committee voted unanimously to receive and file the report.

4. Quarterly Report of Claims (F: 18.10D) (X: 15.09F)

On motion of Director Bressette and second by Director Lalloway, the Executive Committee voted unanimously to receive and file the report.

**5. Approval of Purchase Order Increase – SAE Communications (F: 17.10C1)
(X: 15.09)**

Director Spitzer pulled this item for separate consideration and to request that the contract reflect that the Fire Chief be the Contract Manager and that this responsibility not to be delegated.

Assistant Chief Zeller provided an overview of the purchase order with SAE Communications, and introduced Sheri Benninghoven who provided an overview of SAE's services.

On motion of Director Spitzer and second by Vice Chair Murray, the Executive Committee voted unanimously to:

1. Authorize the Purchasing Manager to increase the purchase order with SAE Communications from \$23,500 to an amount not-to-exceed \$50,000.
2. Find that, due to the significant time constraints, it would be impractical to follow the bidding requirements in the OCFA Purchasing Rules and Regulations prior to approval of the increase in the purchase order, and find that the welfare of the public would be promoted by dispensing with the bidding requirements for this purchase order.
3. Amend the contract to reflect the Fire Chief will be the Contract Manager.

6. Approval of Purchase Order – Management Partners (F: 17.16)

Director Spitzer pulled this item for separate consideration and provided comments on the scope of work, inclusion of regular reports by Management Partners to the Executive Committee and Board of Directors, and a request to review raw survey data.

Cathy Standiford, Management Partners, provided an overview of services and identified team members and fire experts.

On motion of Director Spitzer and second by Vice Chair Murray, the Executive Committee voted unanimously to:

1. Authorize the Purchasing Manager to issue a purchase order to Management Partners, Inc. for \$99,500.
2. Find that, due to the significant time constraints, it would be impractical to follow the bidding requirements in the OCFA Purchasing Rules and Regulations prior to approval of the purchase order, and find that the welfare of the public would be promoted by dispensing with the bidding requirements for this purchase order.

Director Lalloway was absent for the vote.

7. Request for Proposal No. DC1857 - Third Party Workers' Compensation Administration & Managed Care Services (F: 18.10A2)

This item was pulled for separate consideration as there were speakers wishing to provide public comments.

Purchasing Manager Debbie Casper and Risk Manager Jonathan Wilby provided a PowerPoint presentation on the Third Party Workers' Compensation Administration & Managed Care Services.

Public comments were received from Todd Priest, on behalf of York Risk Management, in opposition to the award of the Third Party Workers' Compensation Administration & Managed Care Services contract.

Public comments were received from Scotty Benton, CorVel Corporation, in support of the award of the Third Party Workers' Compensation Administration & Managed Care Services contract.

On motion of Director Spitzer and second by Director Bressette, the Executive Committee voted unanimously to approve an extension of the current contract with York at the current fee structure through May 30, 2014, and direct staff to submit the item to the Budget and Finance Committee for evaluation and recommendations.

8. Request for Proposal No. DC1869 – IT Contract Staffing Services (F: 19.08A2a)

On motion of Director Bressette and second by Director Lalloway, the Executive Committee voted unanimously to approve and authorize the Fire Chief to sign the proposed Professional Services Agreement for IT Contract Staffing Services for the initial term of one year beginning December 1, 2013, at a cost not-to-exceed \$1,500,000, with the option for four (4) additional one-year contract extensions with annual cost increases not-to-exceed 3.5% or CPI, whichever is less.

9. Blanket Order Contract Increases and Extension (F: 15.09F)

On motion of Director Bressette and second by Director Lalloway, the Executive Committee voted unanimously to:

1. Approve and authorize the Purchasing Manager to increase the current and future renewals on the following blanket order contracts for the remaining annual terms on each of the contracts:

Vender BO Contract	Contract End date	Current	Increase	New Total
Action Door Repair – B1319-2	11/30/14	\$40,000	\$15,000	\$ 60,000
Air Exchange, PlymoVent – B1416-1 (sole source)	08/31/14	\$50,000	\$30,000	\$ 80,000
All Star Plumbing/Fire Sprinkler B1218-4	05/31/14	\$25,000	\$ 3,750	\$ 28,750
C.I. Svs. Roof Repair & Maint B1318-3	12/31/14	\$75,000	\$50,000	\$125,000
DMS Janitorial Services B1472	09/30/14	\$111,984	\$13,016	\$125,000

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HC Fire Alarm/Sprinkler B1402-1	01/31/14	\$60,000	\$30,000	\$ 90,000
Home Depot B1424	07/31/14	\$20,000	\$10,000	\$ 30,000
Kiva Appliances B1220-4	06/30/14	\$25,000	\$25,000	\$ 50,000
Lowe's Building Supply B1425	03/31/14	\$20,000	\$10,000	\$ 30,000
Mako Overhead Door Repair BO1390-1	11/30/14	\$75,000	\$20,000	\$ 95,000
Morrow Meadows Electrical B1357-2	04/30/14	\$20,000	\$10,000	\$ 30,000
Orange Coast Plumbing B1311-3	10/31/14	\$50,000	\$40,000	\$ 90,000
Pacific Coast Plumbing BO1312-3	10/31/14	\$50,000	\$85,000	\$135,000
Pacific Fuel Systems Maint. B1441-1	12/31/14	\$12,045	\$22,995	\$ 35,040
Williams & Maher Electrical B1356-2	04/30/14	\$95,000	\$35,000	\$130,000

2. Approve and authorize the Purchasing Manager to extend the term of the PO for Sweinhart Electric for generator maintenance and repair through January 31, 2014, to allow time for the completion of the RFP for these services.

END OF CONSENT CALENDAR

DISCUSSION CALENDAR

10. November Legislative Reports (F: 11.10F1)

Assistant Chief Stephens introduced Senior Policy Advisor Dan Maldonado and Public Affairs Advisor Lisa Barkovic from Holland & Knight who provided an overview of legislative activities the Fire Authority has been involved in at the Federal level, including lobbying for complete funding of the USAR Program. Mr. Maldonado indicated Director Kelley was also in attendance with OCFA staff in Washington, D.C. to meet with legislators.

On motion of Director Lalloway and second by Director Bressette, the Executive Committee voted unanimously to receive and file the reports.

REPORTS

No items.

COMMITTEE MEMBER COMMENTS

Director Spitzer requested Board Member attendance requirements be reviewed. He also requested the consideration of having regular additional Executive Committee meetings to accommodate the Executive Committee's business.

Director Bressette supported Director Spitzer's request to consider having additional meetings.

Director Shawver indicated he supports the development of a worker's compensation alternate dispute resolution.

Director Lalloway thanked Fire Chief Richter, Assistant Chief Lori Zeller, and OCFA staff for their hard work on the equity study.

Minutes

OCFA Executive Committee Regular Meeting

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CLOSED SESSION

No items.

ADJOURNMENT – Vice Chair Murray adjourned the meeting at 7:50 p.m. The next meeting of the Executive Committee is scheduled for Wednesday, December 11, 2013, at 3:00 p.m.

Sherry A.F. Wentz, CMC
Clerk of the Authority

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Executive Committee Special Meeting
Thursday, December 11, 2013
3:00 P.M.**

**Regional Fire Operations and Training Center
Board Room
1 Fire Authority Road
Irvine, CA 92602**

CALL TO ORDER

A special meeting of the Orange County Fire Authority Executive Committee was called to order on December 11, 2013, at 6:12 p.m. by Chair Steven Weinberg.

INVOCATION AND PLEDGE OF ALLEGIANCE

In the interest of time, no invocation and pledge of allegiance was given.

ROLL CALL

Present: Randal Bressette, Laguna Hills
Gene Hernandez, Yorba Linda
Jeffrey Lalloway, Irvine
Al Murray, Tustin
David Shawver, Stanton
Todd Spitzer, County of Orange
Beth Swift, Buena Park
Steven Weinberg, Dana Point

Absent: Trish Kelley, Mission Viejo

Also present were:

Fire Chief Keith Richter	General Counsel David Kendig
Deputy Chief Craig Kinoshita	Assistant Chief Brian Stephens
Assistant Chief Dave Thomas	Assistant Chief Lori Zeller
Clerk of the Authority Sherry Wentz	Assistant Clerk Lydia Slivkoff

PRESENTATIONS

No items.

PUBLIC COMMENTS (F: 12.02A3)

Chair Weinberg opened the Public Comments portion of the meeting. Chair Weinberg closed the Public Comments portion of the meeting without any comments.

MINUTES (F: 12.02A2)

No items.

CONSENT CALENDAR

(Agenda Item No. 3 was pulled from the Consent Calendar for separate consideration)

1. Monthly Investment Reports (F: 11.10D2)

On motion of Vice Chair Murray and second by Director Bressette, the Executive Committee voted unanimously to receive and file the reports.

2. Sole Source Vendor for OCFA Helicopter Pilot Training (F: 17.14)

On motion of Vice Chair Murray and second by Director Bressette, the Executive Committee voted unanimously to:

1. Approve the sole source selection of Flight Safety International Inc.
2. Authorize the purchasing manager to issue a purchase order to Flight Safety International in the amount of \$30,500 for the Bell 412EP Initial Training Course for a newly hired OCFA Fire Pilot.
3. Authorize the purchasing manager to issue a purchase order to Flight Safety International in the amount of \$17,100 for the OCFA's existing Fire Pilot to attend recurrent training in April, 2014.
4. Authorize five annual renewals of a single purchase order to Flight Safety International for required annual retraining of the OCFA's three Fire Pilots, covering the period of FY 2014/15 – 2018/19, with a base year cost of \$51,300 (\$17,100 x 3) and annual cost increases not-to-exceed CPI.

3. Sole Source Vendor for Emergency Medical Services Consultant (F: 18.05B1)

Director Spitzer pulled this item for separate consideration for clarification on the vendor's qualifications.

On motion of Director Spitzer and second by Director Bressette, the Executive Committee voted to:

1. Approve the sole source selection of Darlene Gidley.
2. Authorize the Purchasing Manager to issue a purchase order to Darlene Gidley for \$48,125.

Director Lalloway registered in opposition.

Minutes

OCFA Executive Committee Special Meeting

December 11, 2013 Page - 2

4. Amendment to Vehicle Lease Agreement between Orange County Fire Authority and City of Costa Mesa for Two Type III Paramedic Vans (F: 19.09C)

On motion of Vice Chair Murray and second by Director Bressette, the Executive Committee voted unanimously to approve and authorize the Fire Chief to execute an Amendment to the Lease Agreement with the City of Costa Mesa to extend the lease for the use of two 2003 Leader Type III paramedic vans.

END OF CONSENT CALENDAR

DISCUSSION CALENDAR

5. Executive Committee Meeting Options (F: 12.02A)

Assistant Chief Zeller provided an overview of the Executive Committee meeting options.

On motion of Director Swift and second by Director Hernandez, the Executive Committee voted unanimously to direct staff to prepare an amendment to the Board Rules of Procedure for consideration at the Board of Directors meeting of January 23, 2014, to change the meeting time of the Claims Settlement Committee from 5:30 p.m. to 5:00 p.m. and the Executive Committee meeting from 6:00 p.m. to 5:30 p.m.

REPORTS

No items.

COMMITTEE MEMBER COMMENTS (F: 12.02A4)

Director Spitzer encouraged Committee members to attend the Orange County DUI Task Force press conference on December 16, 2013, at the Irvine Civic Center. Fire Chief Richter and Director Lalloway are also attending. He also requested staff to conduct a survey on Board member stipends.

CLOSED SESSION (F: 12.02A5)

No items.

ADJOURNMENT – Chair Weinberg adjourned the meeting at 6:45 p.m. The next regular meeting of the Executive Committee is scheduled for Thursday, January 23, 2014, at 6:00 p.m.

Sherry A.F. Wentz, CMC
Clerk of the Authority

CONSENT CALENDAR - AGENDA ITEM NO. 2
EXECUTIVE COMMITTEE MEETING
January 23, 2014

TO: Executive Committee, Orange County Fire Authority

FROM: Patricia Jakubiak, Treasurer

SUBJECT: **Monthly Investment Reports**

Summary:

This agenda item is submitted to the Committee in compliance with the investment policy of the Orange County Fire Authority and with Government Code Section 53646.

Committee Action:

At its January 8, 2014, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

Recommended Action:

Receive and file the reports.

Background:

Attached is the final monthly investment report for the month ended November 30, 2013. A preliminary investment report as of December 13, 2013, is also provided as the most complete report that was available at the time this agenda item was prepared.

Impact to Cities/County:

Not Applicable.

Fiscal Impact:

Not Applicable.

Staff Contact for Further Information:

Patricia Jakubiak, Treasurer

Triciajakubiak@ocfa.org

(714) 573-6301

Attachment:

Final Investment Report – November 2013 / Preliminary Report – December 2013

Orange County Fire Authority Monthly Investment Report



Final Report – November 2013

Preliminary Report – December 2013



Monthly Investment Report Table of Contents

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Orange County Fire Authority

Final Investment Report

November 30, 2013



EXECUTIVE SUMMARY

Portfolio Activity & Earnings

During the month of November 2013, the size of the portfolio decreased slightly further to \$103.4 million from \$105.9 million. Significant receipts for the month included the first apportionment of secured property taxes for \$13.8 million, a cash contract payment for \$2.9 million, and various charges for current services and intergovernmental agency payments totaling \$1.7 million. Significant disbursements for the month included primarily biweekly payrolls and a payment of \$2.1 million for four fire engines. The portfolio's balance is expected to increase significantly in the following month as the next major apportionments of property taxes are scheduled for December.

In November, the portfolio's yield to maturity (365-day equivalent) stayed unchanged at 0.38%. The effective rate of return, on the other hand, increased by 4 basis points to 0.39% for the month, and edged up by 1 basis point to 0.35% for the fiscal year to date. The average maturity of the portfolio shortened by 10 days to 298 days to maturity.

Economic News

The U.S. economic activity appeared to improve slightly in November 2013, although the overall economic pace remained moderate and somewhat mixed. On the upside, employment conditions continued improving. There were a total of 203,000 new jobs added in November while a smaller increase had been expected for the November payroll. Unemployment conditions also improved in November, declining to 7.0% from 7.3% previously, although still at an elevated level. Manufacturing activity continued to increase slightly while the non-manufacturing sector slowed down a bit. Retail sales came in slightly better than expected while consumer confidence was mixed; the University of Michigan Consumer Sentiment Index showed a small increase while the Conference Board Consumer Confidence measure continued to drop, albeit slightly. Industrial production increased better than expected, and housing activity also continued to show improvement. Inflation remained tame. On December 18, 2013, on the second day of the scheduled meeting, the Federal Open Market Committee met and voted to keep the federal funds rate unchanged at a target range of 0 – 0.25%. The Committee also decided to begin “tapering”, reducing its asset purchases from \$85 billion to \$75 billion per month starting in January 2014.



BENCHMARK COMPARISON AS OF NOVEMBER 30, 2013

<i>3 Month T-Bill:</i> 0.07%	<i>1 Year T-Bill:</i> 0.12%
<i>6 Month T-Bill:</i> 0.10%	<i>LAIF:</i> 0.26%
<i>OCFA Portfolio:</i> 0.39%	

PORTFOLIO SIZE, YIELD, & DURATION

	<u><i>Current Month</i></u>	<u><i>Prior Month</i></u>	<u><i>Prior Year</i></u>
<i>Book Value-</i>	\$103,368,721	\$105,949,618	\$102,387,088
<i>Yield to Maturity (365 day)</i>	0.38%	0.38%	0.27%
<i>Effective Rate of Return</i>	0.39%	0.35%	0.29%
<i>Days to Maturity</i>	298	308	171



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
November 30, 2013

Orange County Fire Authority
 1 Fire Authority Road
 Irvine, CA 92602
 (714)573-6301

(See Note 1 on page 9)

(See Note 2 on page 9)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	6,059,266.08	6,059,266.08	6,059,266.08	5.77	1	1	0.001	0.001
Commercial Paper Disc. -Amortizing	4,000,000.00	3,999,280.00	3,999,608.89	3.81	89	44	0.080	0.081
Federal Agency Coupon Securities	45,000,000.00	44,873,400.00	45,004,745.05	42.84	1,292	691	0.586	0.594
Local Agency Investment Funds	50,000,000.00	50,028,366.00	50,000,000.00	47.59	1	1	0.259	0.263
Investments	105,059,266.08	104,960,312.08	105,063,620.02	100.00%	557	298	0.378	0.383

Cash								
Passbook/Checking (not included in yield calculations)	(See Note 4 on page 9)	-1,214,199.51	-1,214,199.51	-1,214,199.51	0	0	0.000	0.000
Total Cash and Investments		103,845,066.57	103,746,112.57	103,849,420.51	557	298	0.378	0.383

Total Earnings	November 30 Month Ending	Fiscal Year To Date
Current Year	33,917.89	182,141.70
Average Daily Balance	107,012,888.65	125,038,370.50
Effective Rate of Return	0.39%	0.35%

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2013. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

[Signature] 12/6/13
 Patricia Jakubjak, Treasurer

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 103,849,420.51
GASB 31 Adjustment to Books (See Note 3 on page 9)	\$ (480,699.41)
Total	\$ 103,368,721.10

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**ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
November 30, 2013**

(See Note 1 on page 9)

(See Note 2 on page 9)

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity	Maturity Date
Money Mkt Mutual Funds/Cash											
SYS528	528	High Mark 100% US Treasury MMF		(See Note 4 on page 9)	6,059,266.08	6,059,266.08	6,059,266.08	0.001	0.001	1	
		Subtotal and Average	8,941,995.50		6,059,266.08	6,059,266.08	6,059,266.08		0.001	1	
Commercial Paper Disc. -Amortizing											
36959JAE3	810	GEN ELEC CAP CRP		10/17/2013	4,000,000.00	3,999,280.00	3,999,608.89	0.080	0.081	44	01/14/2014
		Subtotal and Average	3,999,480.00		4,000,000.00	3,999,280.00	3,999,608.89		0.081	44	
Federal Agency Coupon Securities											
3133ECBT0	799	Federal Farm Credit Bank(Callable anytime)		12/26/2012	9,000,000.00	9,000,090.00	9,000,000.00	0.375	0.375	572	06/26/2015
3133ECM76	809	Federal Farm Credit Bank(Callable anytime)		04/25/2013	9,000,000.00	8,982,900.00	8,994,963.51	0.400	0.424	873	04/22/2016
3133804V6	787	Fed Home Loan Bank (Callable anytime)		08/09/2012	6,000,000.00	5,988,180.00	6,000,000.00	1.000	0.981	1,347	08/09/2017
3133813R4	800	Fed Home Loan Bank (Callable 12-9-13)		12/20/2012	9,000,000.00	8,901,990.00	9,011,608.41	1.000	0.883	8	11/09/2017
313382DC4	803	Fed Home Loan Bank (Callable anytime)		03/15/2013	12,000,000.00	12,000,240.00	11,998,173.13	0.470	0.477	827	03/07/2016
		Subtotal and Average	45,004,746.48		45,000,000.00	44,873,400.00	45,004,746.05		0.594	691	
Local Agency Investment Funds											
SYS336	336	Local Agency Investmt Fund			50,000,000.00	50,028,366.00	50,000,000.00	0.263	0.263	1	
		Subtotal and Average	49,066,666.67		50,000,000.00	50,028,366.00	50,000,000.00		0.263	1	
		Total and Average	107,012,888.65		105,059,266.08	104,960,312.08	105,063,620.02		0.383	298	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
November 30, 2013

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
Money Mkt Mutual Funds/Cash										
SYS10104	10104	American Benefit Plan Admin		07/01/2013	15,000.00	15,000.00	15,000.00		0.000	1
SYS10033	10033	Revolving Fund		07/01/2013	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank of California		07/01/2013	-1,499,199.51	-1,499,199.51	-1,499,199.51	(See Note 4 on page 9)	0.000	1
SYS361	361	YORK		07/01/2013	250,000.00	250,000.00	250,000.00		0.000	1
		Average Balance	0.00							0
Total Cash and Investments			107,012,888.65		103,845,066.57	103,746,112.57	103,849,420.51		0.383	298

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ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of December 1, 2013

Orange County Fire Authority
 1 Fire Authority Road
 Irvine, CA 92602
 (714)573-6301

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				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value	
Aging Interval:	0 days	(12/01/2013 - 12/01/2013)	6 Maturities	0 Payments	54,845,066.57	52.81%	54,845,066.57	54,873,432.57
Aging Interval:	1 - 30 days	(12/02/2013 - 12/31/2013)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	31 - 60 days	(01/01/2014 - 01/30/2014)	1 Maturities	0 Payments	4,000,000.00	3.85%	3,999,608.89	3,999,280.00
Aging Interval:	61 - 91 days	(01/31/2014 - 03/02/2014)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	92 - 121 days	(03/03/2014 - 04/01/2014)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	122 - 152 days	(04/02/2014 - 05/02/2014)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	153 - 183 days	(05/03/2014 - 06/02/2014)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	184 - 274 days	(06/03/2014 - 09/01/2014)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	275 - 365 days	(09/02/2014 - 12/01/2014)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	366 - 1095 days	(12/02/2014 - 11/30/2016)	3 Maturities	0 Payments	30,000,000.00	28.88%	29,993,136.64	29,983,230.00
Aging Interval:	1096 - 1825 days	(12/01/2016 - 11/30/2018)	2 Maturities	0 Payments	15,000,000.00	14.46%	15,011,608.41	14,890,170.00
Aging Interval:	1826 days and after	(12/01/2018 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for			12 Investments	0 Payments		100.00	103,849,420.51	103,746,112.57



NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The Union Bank Trust Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year end. The adjustment for June 30, 2013 includes an increase of \$13,660 to the LAIF investment and a decrease of \$(494,359) to the remaining investments.
- Note 4: The Highmark money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks, yet allow that liquidity to be invested while payment of the outstanding checks is pending.



Local Agency Investment Fund (LAIF)

As of November 30, 2013, OCFA has \$50,000,000 invested in LAIF. The fair value of OCFA's LAIF investment is calculated using a participant fair value factor provided by LAIF on a quarterly basis. The fair value factor as of September 30, 2013 is 1.00056732. When applied to OCFA's LAIF investment, the fair value is \$50,028,366 or \$28,366 above cost. Although the fair value of the LAIF investment is higher than cost, OCFA can withdraw the actual amount invested at any time.

LAIF is included in the State Treasurer's Pooled Money Investment Account (PMIA) for investment purposes. The PMIA market valuation at November 30, 2013 is included on the following page.



Orange County Fire Authority
Preliminary Investment Report
December 13, 2013



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
December 13, 2013

Orange County Fire Authority
 1 Fire Authority Road
 Irvine, CA 92602
 (714)573-6301

(See Note 1 on page 18) (See Note 2 on page 18)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	4,189,301.28	4,189,301.28	4,189,301.28	3.57	1	1	0.001	0.001
Commercial Paper Disc. -Amortizing	4,000,000.00	3,999,440.00	3,999,724.44	3.41	89	31	0.080	0.081
Federal Agency Coupon Securities	45,000,000.00	44,802,240.00	45,004,743.78	38.40	1,292	684	0.586	0.594
Federal Agency Disc. -Amortizing	14,000,000.00	13,999,720.00	13,999,879.44	11.95	40	31	0.010	0.010
Local Agency Investment Funds	50,000,000.00	50,028,366.00	50,000,000.00	42.66	1	1	0.259	0.263
Investments	117,189,301.28	117,019,067.28	117,193,648.94	100.00%	504	268	0.340	0.345
Cash								
Passbook/Checking (not included in yield calculations)	537,572.00	537,572.00	537,572.00		1	1	0.000	0.000
Total Cash and Investments	117,726,873.28	117,556,639.28	117,731,220.94		504	268	0.340	0.345

Total Earnings	December 13 Month Ending	Fiscal Year To Date
Current Year	14,806.51	196,948.21
Average Daily Balance	114,784,005.06	124,235,317.78
Effective Rate of Return	0.36%	0.35%

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2013. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

Patricia Jakubiak
 Patricia Jakubiak, Treasurer 12/20/13

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 117,731,220.94
GASB 31 Adjustment to Books (See Note 3 on page 18)	\$ (480,699.41)
Total	\$ 117,250,521.53

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ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
December 13, 2013

(See Note 1 on page 18) (See Note 2 on page 18)

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity	Maturity Date
Money Mkt Mutual Funds/Cash											
SYS528	528	High Mark 100% US Treasury MMF			4,189,301.28	4,189,301.28	4,189,301.28	0.001	0.001	1	
Subtotal and Average			6,087,376.11		4,189,301.28	4,189,301.28	4,189,301.28		0.001	1	
Commercial Paper Disc. -Amortizing											
36959JAE3	810	GEN ELEC CAP CRP		10/17/2013	4,000,000.00	3,999,440.00	3,999,724.44	0.080	0.081	31	01/14/2014
Subtotal and Average			3,999,671.11		4,000,000.00	3,999,440.00	3,999,724.44		0.081	31	
Federal Agency Coupon Securities											
3133ECBT0	799	Federal Farm Credit Bank (Callable anytime)		12/28/2012	9,000,000.00	9,000,090.00	9,000,000.00	0.375	0.375	559	06/28/2015
3133ECM76	809	Federal Farm Credit Bank (Callable anytime)		04/25/2013	9,000,000.00	8,975,340.00	8,995,039.55	0.400	0.424	860	04/22/2016
3133804V6	787	Fed Home Loan Bank (Callable anytime)		08/09/2012	6,000,000.00	5,968,920.00	6,000,000.00	1.000	0.981	1,334	08/09/2017
3133813R4	800	Fed Home Loan Bank (Callable 1-9-14)		12/20/2012	9,000,000.00	8,864,370.00	9,011,501.99	1.000	0.883	26	11/09/2017
313382DC4	803	Fed Home Loan Bank (Callable anytime)		03/15/2013	12,000,000.00	11,993,520.00	11,998,202.24	0.470	0.477	814	03/07/2016
Subtotal and Average			45,004,744.37		45,000,000.00	44,802,240.00	45,004,743.78		0.594	684	
Federal Agency Disc. -Amortizing											
313385RU2	811	Fed Home Loan Bank		12/05/2013	14,000,000.00	13,999,720.00	13,999,879.44	0.010	0.010	31	01/14/2014
Subtotal and Average			9,682,213.46		14,000,000.00	13,999,720.00	13,999,879.44		0.010	31	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			50,000,000.00	50,028,366.00	50,000,000.00	0.263	0.263	1	
Subtotal and Average			50,000,000.00		50,000,000.00	50,028,366.00	50,000,000.00		0.263	1	
Total and Average			114,784,005.06		117,189,301.28	117,019,067.28	117,193,648.94		0.345	268	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
December 13, 2013

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
Money Mkt Mutual Funds/Cash										
SYS10104	10104	American Benefit Plan Admin		07/01/2013	15,000.00	15,000.00	15,000.00		0.000	1
SYS10033	10033	Revolving Fund		07/01/2013	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank of California		07/01/2013	252,572.00	252,572.00	252,572.00		0.000	1
SYS361	361	YORK		07/01/2013	250,000.00	250,000.00	250,000.00		0.000	1
		Average Balance	0.00							1
Total Cash and Investments			114,784,005.06		117,726,873.28	117,556,639.28	117,731,220.94		0.345	268

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ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of December 14, 2013

Orange County Fire Authority
 1 Fire Authority Road
 Irvine, CA 92602
 (714)573-6301

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value	
Aging Interval:	0 days	(12/14/2013 - 12/14/2013)	6 Maturities	0 Payments	54,726,873.28	46.48%	54,726,873.28	54,755,239.28
Aging Interval:	1 - 30 days	(12/15/2013 - 01/13/2014)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	31 - 60 days	(01/14/2014 - 02/12/2014)	2 Maturities	0 Payments	18,000,000.00	15.29%	17,999,603.88	17,999,160.00
Aging Interval:	61 - 91 days	(02/13/2014 - 03/15/2014)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	92 - 121 days	(03/16/2014 - 04/14/2014)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	122 - 152 days	(04/15/2014 - 05/15/2014)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	153 - 183 days	(05/16/2014 - 06/15/2014)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	184 - 274 days	(06/16/2014 - 09/14/2014)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	275 - 365 days	(09/15/2014 - 12/14/2014)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	366 - 1095 days	(12/15/2014 - 12/13/2016)	3 Maturities	0 Payments	30,000,000.00	25.48%	29,993,241.79	29,968,950.00
Aging Interval:	1096 - 1825 days	(12/14/2016 - 12/13/2018)	2 Maturities	0 Payments	15,000,000.00	12.75%	15,011,501.99	14,833,290.00
Aging Interval:	1826 days and after	(12/14/2018 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for			13 Investments	0 Payments		100.00	117,731,220.94	117,556,639.28



NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The Union Bank Trust Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year end. The adjustment for June 30, 2013 includes an increase of \$13,660 to the LAIF investment and a decrease of \$(494,359) to the remaining investments.
- Note 4: The Highmark money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks, yet allow that liquidity to be invested while payment of the outstanding checks is pending.

CONSENT CALENDAR - AGENDA ITEM NO. 3
EXECUTIVE COMMITTEE MEETING
January 23, 2014

TO: Executive Committee, Orange County Fire Authority

FROM: Patricia Jakubiak, Treasurer

SUBJECT: **Updated Broker/Dealer List**

Summary:

This agenda item is submitted to the Committee to request approval to update the current list of broker/dealers that the Treasurer uses for competitive bidding of investment purchases.

Committee Action:

At its January 8, 2014, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item. The Committee did inquire as to why an RFP process is not used for the selection of brokers-dealers. Staff responded that OCFA typically performs an RFP process to lock-in clear specifications regarding what we wish to buy, how we want something built, what pricing will be provided, and/or time of delivery. In the case of investment transactions through broker-dealers, none of these traditional specifications may be locked in through an RFP process.

Recommended Action:

Approve the proposed Broker/Dealer List to include the following three firms:

- FTN Financial
- Raymond James
- UBS Financial Services

Background:

The OCFA's policy for selection and use of broker/dealers follows the best practices issued by the Government Finance Officers' Association, and is prescribed by policy in the OCFA's Annual Investment Policy (see policy excerpt attachment). This Policy is reviewed, renewed, and approved by the Budget and Finance Committee and the Board of Directors annually. Staff is adhering to the Policy approved by the Board.

The Investment Policy encourages competitive bidding on investment transactions from an approved list of broker/dealers. The Policy also requires that the list of broker/dealers be reviewed annually. The Executive Committee approved the last broker/dealer update on January 24, 2013. The list is limited to three firms due to the impracticality of dealing with a large list of broker/dealers when obtaining competitive bids.

To qualify, broker/dealers must meet the following *minimum* requirements:

- Agree to comply with the investment policies of the Authority
- Be a primary or regional dealer that qualifies under the Securities and Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule)
- Have a branch office in California
- Be experienced in institutional trading practices and familiar with the California Government Code as related to investments for local governmental agencies
- Have been in business for at least three years
- Provide current audited financial statements
- Provide proof of Financial Industry Regulatory Authority (FINRA) certification

To verify qualifications, OCFA requires completion of a “Broker/Dealer Questionnaire & Certification”, based on guidelines of the Government Finance Officers’ Association. The questionnaire addresses capital adequacy standards, history of SEC complaints, staff qualifications, and references. Both the account representative and the individual in charge of government securities operations must sign certifying the accuracy of their responses to the questionnaire and pledging due diligence in informing OCFA staff of all foreseeable risks in financial transactions conducted with OCFA. They must also certify that they’ve read OCFA’s Investment Policy and that they’ve implemented a system of controls designed to preclude imprudent investment activities that are in conflict with OCFA’s investment objectives, strategies, and risk constraints. A copy of each firm’s questionnaire and certification is on file in the Treasurer’s Office and available upon request.

In addition to the standard requirements, other factors such as competitiveness of quotes, responsiveness, reputation, and reliability are also considered in the annual review process. This year, all three of the firms are recommended for renewal due to the exceptional service they have provided over the past year:

- FTN Financial
- Raymond James
- UBS Financial Services

In addition to being responsive to the Treasurer’s specific requests, the firms recommended for renewal consistently provide daily inventory/pricing lists and comprehensive updates on the economy and fixed income markets. Furthermore, the specific brokers from these firms are familiar with OCFA’s Investment Policy and practices, which results in more efficient trading.

Impact to Cities/County:

Not Applicable.

Fiscal Impact:

Not Applicable.

Staff Contacts for Further Information:

Patricia Jakubiak, Treasurer
triciajakubiak@ocfa.org
(714) 573-6301

Jane Wong, Assistant Treasurer
Janewong@ocfa.org
(714) 573-6305

Attachment:

OCFA's Investment Policy Excerpt Regarding Broker/Dealers



ORANGE COUNTY FIRE AUTHORITY

INVESTMENT POLICY

Excerpt Regarding Broker/Dealers

Calendar Year 2014

8. **Authorized Financial Dealers and Institutions**: To promote the optimum yield on the investment of Authority funds, investment procedures shall be designed to encourage competitive bidding on transactions from approved financial institutions or broker/dealers.
- 8.1. On an annual basis, the Treasurer shall recommend a list of at least three financial institutions and broker/dealers who are authorized to provide investment services. The list shall be approved by the Budget and Finance Committee and the Executive Committee. All financial institutions and broker/dealers who wish to be considered for the list must meet the following minimum requirements:
- 8.1.1 Must certify that they have read and agree to comply with the investment policies of the Authority.
- 8.1.2 Must be a primary or regional dealer that qualifies under the Securities and Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule).
- 8.1.3 Must have an branch office in California.
- 8.1.4 Must be experienced in institutional trading practices and familiar with the California Government Code as related to investments for local governmental agencies.
- 8.1.5 Must have been in business for at least three years.
- 8.1.6 Must provide current audited financial statements.
- 8.1.7 Must provide proof of National Association of Security Dealers certification.
- 8.1.8 Other criteria as may be established in the *Investment Procedures Manual* of the Authority.
- 8.2. All financial institutions in which the Authority's public funds are deposited will supply the Treasurer with the following:
- 8.2.1 Current audited financial statements.
- 8.2.2 Depository contracts.

8.2.3 A copy of the latest FDIC call report.

8.2.4 Proof that the institution is state or federally chartered.

CONSENT CALENDAR - AGENDA ITEM NO. 4
EXECUTIVE COMMITTEE MEETING
January 23, 2014

TO: Executive Committee, Orange County Fire Authority

FROM: Brian Stephens, Assistant Chief
Support Services Department

SUBJECT: **Request for Proposal No. DC1886 – Microsoft SharePoint Upgrade Services**

Summary:

This agenda item is submitted for approval of a contract with 6th Street Consulting for Microsoft SharePoint Upgrade Services based on the results of the formal solicitation process.

Recommended Action:

Approve and authorize the Fire Chief to sign the Professional Services Agreement with 6th Street Consulting to upgrade and migrate the current 2007 SharePoint system to 2013 SharePoint for an amount of \$377,969.

Background:

The OCFA uses Microsoft SharePoint technology to host *InsideOCFA*, the Fire Authority's intranet. *InsideOCFA* is a private, web-browser accessible, internal computer network hosting department web-pages, team sites, reports, custom business applications, and other critical information used 24/7 by OCFA employees. *InsideOCFA* has grown in importance and complexity over the seven years since it was installed, and today is an invaluable source of collaboration for OCFA management, employees, and partner cities. On average, there are over 17,810 daily employee transactions on *InsideOCFA*. Eleven computer file servers store 1,260,000 files over 521 departmental team sites.

Microsoft has gone through several generations of refinement and improvements to SharePoint software over the years. OCFA uses version 2007 of the SharePoint software which is no longer supported by Microsoft and the recommended action will provide the necessary support services to upgrade to SharePoint 2013, the most recent released version. Some of the numerous technology improvements in SharePoint version 2013 include:

- Improved authentication
- Business Connectivity Services
- eDiscovery
- Mobile access
- Records Management
- Business Intelligence
- Social Computing
- Web Content Management
- Workflow
- Search capabilities

RFP Preparation

On August 22, 2013, an RFP was issued to solicit competitive proposals from firms qualified to perform an upgrade and migration from 2007 SharePoint Server to 2013 SharePoint Server. A pre-proposal meeting was held at the RFOTC on September 5, 2013. Ten (10) firms participated in the non-mandatory meeting.

RFP Facts & Figures

Department/Section: Information Technology
Date RFP Issued: August 22, 2013
Pre-Proposal Date: September 5, 2013
Proposal Due Date: September 17, 2013

Number Vendors Notified: 266
Number of Firms attending pre-bid: 10
Total Number of Proposals Received: *6
Number of firms invited for interview: 4

* One proposal was rejected for failure to meet minimum requirements

Proposal Evaluations

A committee was formed to evaluate the proposals based upon the grading/selection criteria set forth in the RFP. The committee was comprised of the following members, and signed Committee Member Statements were received from all.

IT Supervisor, Systems Development and Support, OCFA
IT Analyst, Communication Infrastructure, OCFA
Business Analyst, Community Risk Reduction, OCFA
Division Chief, OCFA
Battalion Chief, OCFA

On September 17, 2013, proposals were received from the following firms:

Firm	Cost Proposal	Hours
<i>6th Street Consulting</i>	\$527,098	2,692
<i>Agreeya Solutions</i>	\$249,317	3,146
<i>EMR CPR</i>	\$567,000	3,240
<i>Summit 7 Systems</i>	\$235,350	1,180
<i>NWN</i>	\$284,726	1,627
<i>*Microexcel</i>	N/A	N/A

*Failed to meet RFP Specifications

The criteria and weighting used in evaluating the proposals were as follows:

- *Method of Approach (35 points)* - This set of criteria assessed how well the offeror responded to and demonstrated understanding of the RFP.
- *Qualification and Experience (35 points)* – This criteria assessed the offeror’s history of performance and demonstrated ability in providing the services, in addition to the qualifications and experience of key-personnel assigned to the project team and the relevant experience of the firm in providing services similar to the OCFA request.
- *Value-Added Features (5 points)* – This criteria measured the demonstrated creative capabilities of the firm to customize the look and feel of SharePoint and to provide user friendly features that engage users.
- *Proposed cost (25 points)* – The lowest priced proposal received the full 25 points and the others were adjusted accordingly.

The evaluation committee members were instructed to review the proposals independently, and then rate them based on the criteria established in the RFP (Attachment 1).

Purchasing staff summarized the evaluation scores to arrive at an overall ranking (Attachment 2). The evaluation team elected to interview four firms based on the initial review of the written proposals. The following four firms were invited for an interview on October 17, 2013:

- Agreeya
- Summit 7 Systems
- 6th Street Consulting
- NWN

The final interview scores were added to the written proposal scores. The criteria and weighting used in evaluating the proposals were as follows:

- Presentations (20 points)
- Interview / Questions (15 points)

Final rankings were as follows:

Short-Listed Firms	Eval 1	Eval 2	Eval 3	Eval 4	Eval 5	Total
<i>6th Street Consulting</i>	1	1	1	1	1	5
<i>Agreeya Solutions</i>	1	2	2	2	3	10
<i>Summit 7 Systems</i>	3	3	3	3	4	16
<i>NWN</i>	4	4	4	4	2	18

After the interviews, 6th Street Consulting and Agreeya were the highest ranked firms. Based on the pricing and hour differences from these two proposals, the committee recommended concurrent negotiations with 6th Street Consulting and Agreeya Solutions, the two top-ranked firms.

Negotiations & Results

A conference call was scheduled with each firm to further clarify the needs of OCFA. A Best and Final Offer (BAFO) request was sent to the two top ranked firms on October 21, 2013 and both firms responded prior to October 29, 2013, at 5:00 p.m. (due date).

As a result of the BAFO, 6th Street Consulting reduced the overall project costs by \$149,129 (35%) through reduction in the time allotted to complete Phase I (434.5 hours) and travel expenses.

Staff was concerned that the pricing offered by Agreeya Solutions may not have encompassed the complete scope of services desired in the RFP. As a result of BAFO, Agreeya Solution adjusted their hours and pricing to better reflect the accurate costs of the contract resulting in an increase of 395 hours and cost of \$34,048.

As a result of the BAFO, following is the final pricing from the two top-ranked firms:

Firm	BAFO	Eval Ranking
<i>6th Street Consulting</i>	\$377,969	Ranked 1st (lowest score of 5 = highest ranking)
<i>Agreeya Solutions</i>	\$283,365	Ranked 2nd (2 nd lowest score of 10 = 2 nd highest ranking)

While the pricing offered by Agreeya Solutions is lower than 6th Street, this solicitation was an RFP and the evaluation and award of contract is not based on price alone. OCFA staff is recommending award to 6th Street based on its top ranking, its proposal, on-site presentation, experience and recommendations. 6th Street is a Microsoft Partner of the Year, as well as a Gold Certified Partner. The SharePoint system and architecture is very complex, and 6th Street brings a recognized and proven background in successfully upgrading SharePoint environments. They also provide complete design, development and production services, where other vendors contract out much of their design work.

The Purchasing and Materials Manager confirms that the proposal and evaluation process was conducted in accordance with the OCFA's Purchasing Ordinance and all applicable rules and regulations. Based upon the evaluation committee's recommendation, it is recommended that the contract for the SharePoint Upgrade Services be awarded to 6th Street Consulting.

Impact to Cities/County:

Not Applicable.

Fiscal Impact:

Included in the FY 2013/14 budget.

Staff Contacts for Further Information:

Joel Brodowski, IT Manager
Support Services Department
joelbrodowski@ocfa.org
(714) 573-6421

Debbie Casper, Purchasing Manager
Business Services Department
debbiecasper@ocfa.org
(714) 573-6641

Attachments:

1. Request for Proposal (on file in the Office of the Clerk)
2. SharePoint Upgrade Services Scores & Rankings
3. Professional Service Agreement

ORANGE COUNTY FIRE AUTHORITY
DC1886 - SharePoint Upgrade

Includes Options	6th Street Consulting															Agreeya					EMR CPR					NWN					Summit 7 Systems					Disqualified																		
	\$527,098					2,692 Hours					\$249,317					3,146 Hours					\$567,000					3,240 Hours					\$284,726					1,627 Hours					\$235,350					1,180 Hours					Microexcel			
Cost Proposal /Hours	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5														
Evaluators	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5									
A. Method of Approach (35)	30	35	34	35	32	33	25	35	33	27	20	20	27	31	11	25	25	31	28	35	30	25	30	35	33																													
B. Qualifications & Experience (35)	30	35	35	35	33	34	35	34	35	33	20	5	29	32	11	25	25	29	28	31	30	20	32	33	33																													
C. Value-Added Features (5)	5	5	5	5	3	5	5	4	5	4	0	5	3	3	1	5	5	3	2	3	5	5	3	3	2																													
E. Proposed Costs (25)	11	11	11	11	11	24	24	24	24	24	10.38	10	10	10	10	21	21	21	21	21	25	25	25	25	25																													
Sum of Proposal Ratings	76.00	86.00	85.00	86.00	79.00	96.00	89.00	97.00	97.00	88.00	50.38	40.00	69.00	76.00	33.00	75.66	75.66	83.66	78.66	89.66	90.00	75.00	90.00	96.00	93.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00																			
Ranking	3	2	3	3	4	1	1	1	1	3	5	5	5	5	5	4	3	4	4	2	2	4	2	2	1																													
Written Sum of Ranking	15					7					25					17					11																																	
Presentation (20)	20	20	20	20	20	14	15	15	13	10						14	5	10	11	15	10	10	10	8	5																													
Interview/Questions (15)	29	30	30	30	30	15	15	20	25	15						18	20	15	20	18	17	25	15	10	5																													
Sum of Interview Ratings	49	50	50	50	50	29	30	35	38	25	0	0	0	0	0	32	25	25	31	33	27	35	25	18	10	0	0	0	0	0	0	0	0	0	0																			
Total of both written & presentation	125.00	136.00	135.00	136.00	129.00	125.00	119.00	132.00	135.00	113.00						107.66	100.66	108.66	109.66	122.66	117.00	110.00	115.00	114.00	103.00																													
Ranking with Presentation	1	1	1	1	1	1	2	2	2	3						4	4	4	4	2	3	3	3	3	4																													
Initial Sum of Ranking w/Interview	5					10					0					18					16																																	

Revised Scores with Updated Pricing from BAFO

Cost Proposal (BAFO) Annual	6th Street Consulting					Agreeya													
	\$363,169					1,911 Hours					\$283,365					3,541 Hours			
Additional Post Go Live	\$14,800					*Not included in total above													
Evaluators	1	2	3	4	5	1	2	3	4	5									
A. Method of Approach (35)	30	35	34	35	32	33	25	35	33	27									
B. Qualifications & Experience (35)	30	35	35	35	33	34	35	34	35	33									
C. Value-Added Features (5)	5	5	5	5	3	5	5	4	5	4									
E. Proposed Costs (25)	19.51	19.51	19.51	19.51	19.51	25	25	25	25	25									
Sum of Proposal Ratings*	84.51	94.51	93.51	94.51	87.51	97.00	90.00	98.00	98.00	89.00									
Ranking																			
BAFO Sum of Ranking	0					0													
Presentation (20)	20	20	20	20	20	14	15	15	13	10									
Interview/Questions (15)	29	30	30	30	30	15	15	20	25	15									
Sum of Interview Ratings	49	50	50	50	50	29	30	35	38	25									
Total of both	133.51	144.51	143.51	144.51	137.51	126.00	120.00	133.00	136.00	114.00									
Ranking with Presentation	1	1	1	1	1	2	2	2	2	2									
Final Sum of Ranking	5					10													

*Adjusted to reflect change in BAFO pricing

**ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 23rd day of January, 2014, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and 6th Street Consulting, hereinafter referred to as "Firm".

RECITALS

WHEREAS, OCFA requires the services of a firm to perform a Microsoft SharePoint Upgrade as requested in RFP DC1886, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a proposal response dated September 17, 2013, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by this reference; and

WHEREAS, based on its experience and reputation, Firm is qualified to provide the necessary services for the Project and desires to provide such services; and

WHEREAS, OCFA desires to retain the services of Firm for the Project;

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, OCFA agrees to employ and does hereby employ Firm and Firm agrees to provide professional services as follows:

AGREEMENT

1. PROFESSIONAL SERVICES

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in the "Proposal" attached hereto as Exhibit "A" and incorporated herein by reference. The Scope of Services includes by reference and by addendum: (1) OCFA's Request for Proposal, RFP #DC1886, dated August 22, 2013 ("RFP"), Addendum 1 dated September 9, 2013 and Addendum 2 dated September 12, 2013; (2) Firm's response to OCFA's RFP dated September 17, 2013 and its Best and Final Offer submitted to OCFA on October 24, 2013; (3) All terms and conditions as set forth in this Agreement; (4) the Mutual Confidentiality and Non-Disclosure Agreement attached hereto as Exhibit "B"; and (5) any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto. In the event of any inconsistency between the terms contained in Exhibit "A" or the Scope of Services, and the terms set forth in the main body of the Agreement, the terms set forth in the main

body of this Agreement shall govern. Firm warrants that all services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the industry.

1.2 Compliance with Law.

All services rendered hereunder shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or local governmental agency of competent jurisdiction.

1.3 Licenses and Permits.

Firm shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

1.4 Familiarity with Work.

By executing this Agreement, Firm warrants that Firm (a) has thoroughly investigated and considered the work to be performed, (b) has investigated the site of the work and become fully acquainted with the conditions there existing, (c) has carefully considered how the work should be performed, and (d) fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. Should the Firm discover any latent or unknown conditions materially differing from those inherent in the work or as represented by OCFA, Firm shall immediately inform OCFA of such fact and shall not proceed with any work except at Firm's risk until written instructions are received from the Contract Manager.

1.5 Care of Work.

Firm shall adopt and follow reasonable procedures and methods during the term of the Agreement to prevent loss or damage to materials, papers or other components of the work, and shall be responsible for all such damage until acceptance of the work by OCFA, except such loss or damages as may be caused by OCFA's own negligence.

1.6 Additional Services.

Firm shall perform services in addition to those specified in the Proposal when directed to do so in writing by the Contract Manager, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation exceeding ten percent (10%) of the original Agreement sum must be approved in writing by the Fire Chief.

2. TIME FOR COMPLETION

The time for completion of the services to be performed by Firm is an essential condition of this Agreement. Firm shall prosecute regularly and diligently the work of this Agreement according to the schedules set forth in the "Proposed Project Timeline" attached hereto as Exhibit "C". Firm shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Firm or any of its officers, employees, or agents. Delays shall not entitle Firm to any additional compensation regardless of the party responsible for the delay.

3. COMPENSATION OF FIRM

3.1 Compensation of Firm.

For the services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A," in an amount not to exceed \$377,969.00 as described in Exhibit "A". These services are proposed for a fixed cost, including all fees and expenses; therefore, an hourly rate is not applicable. Firm anticipates devoting 1,991 hours towards completing the scope described in Exhibit "A".

3.2 Method of Payment.

In any month in which Firm wishes to receive payment, Firm shall no later than the first working day of such month, submit to OCFA in the form approved by OCFA's Director of Finance, an invoice for services rendered prior to the date of the invoice. OCFA shall pay Firm for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within thirty (30) days of receipt of Firm's invoice.

3.3 Changes.

In the event of any change or changes in the work is requested by OCFA, the parties hereto shall execute an addendum to this Agreement, setting forth with particularity all terms of such addendum, including, but not limited to, any additional fees. Addenda may be entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Firm's profession.

4. PERFORMANCE SCHEDULE

4.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance.

All services rendered pursuant to this Agreement shall be performed within the time periods prescribed in Exhibit "C". The extension of any time period specified in Exhibit "C" must be approved in writing by the Contract Manager.

4.3 Force Majeure.

The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Firm, including, but not restricted to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if the Firm shall within ten (10) days of the commencement of such condition notify the Contract Manager who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Contract Manager's judgment such delay is justified, and the Contract Manager's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term.

Unless earlier terminated in accordance with Section 8.5 of this Agreement, this Agreement shall continue in full force and effect until satisfactory completion of the services but not exceeding 150 days from the date hereof, unless extended by mutual written agreement of the parties.

5. COORDINATION OF WORK

5.1 Representative of Firm.

The following principal of the Firm is hereby designated as being the principal and representative of Firm authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: Huy Nguyen, Engagement Manager/Partner.

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal is a substantial inducement for OCFA to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Firm and devoting sufficient time to personally supervise the services hereunder. The foregoing principal may not be changed by Firm without the express written approval of OCFA.

5.2 Contract Manager.

The Contract Manager shall be David McVey, IT Supervisor, unless otherwise designated in writing by OCFA. It shall be the Firm's responsibility to keep the Contract Manager fully informed of the progress of the performance of the services and Firm shall refer any decisions that must be made by OCFA to the Contract Manager. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Manager.

5.3 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Firm, its principals and employees, were a substantial inducement for OCFA to enter into this Agreement. Therefore, Firm shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of OCFA. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of OCFA.

5.4 Independent Contractor.

Neither OCFA nor any of its employees shall have any control over the manner, mode or means by which Firm, its agents or employees perform the services required herein, except as otherwise set forth herein. Firm shall perform all services required herein as an independent Firm of OCFA and shall remain at all times as to OCFA a wholly independent contractor with only such obligations as are consistent with that role. Firm shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of OCFA.

6. INSURANCE, INDEMNIFICATION AND BONDS

6.1 Insurance.

Firm shall procure and maintain, at its cost, and submit concurrently with its execution of this Agreement, public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Firm's performance under this Agreement. Firm shall also carry workers' compensation insurance in accordance with California worker's compensation laws. Such insurance shall be kept in effect during the term of this Agreement and shall not be cancelable

without thirty (30) days written notice to OCFA of any proposed cancellation. OCFA's certificate(s) signed by a person authorized to issue said certificate(s), evidencing the foregoing and designating OCFA as an additional named insured for general liability and automobile Liability coverages shall be delivered to and approved by OCFA prior to commencement of the services hereunder. Insurance shall be of the type, in the amounts, and subject to the provisions set forth in Section III of RFP #DC1886, incorporated herein by reference. The procuring of such insurance and the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Firm's obligation to indemnify OCFA, its officers, officials, employees and agents.

6.2 Indemnification.

The Firm shall defend, indemnify and hold harmless OCFA, its officers and employees, from and against any and all actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorneys' fees, for injury to or death of person or persons, for damage to property, including property owned by OCFA, and for errors and omissions committed by Firm, its officers, employees and agents, arising out of or related to Firm's performance under this Agreement, except for such loss as may be caused by OCFA's own negligence or that of its officers or employees.

7. RECORDS AND REPORTS

7.1 Reports.

Firm shall periodically prepare and submit to the Contract Manager such reports concerning the performance of the services required by this Agreement as the Contract Manager shall require.

7.2 Records.

Firm shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Contract Manager to evaluate the performance of such services. The Contract Manager shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records.

7.3 Ownership of Documents.

All drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Manager or upon the termination of this Agreement, and Firm shall have no claim for further employment or additional compensation as a result of the exercise by OCFA of its full rights or ownership of the documents and materials hereunder. Firm may retain copies of such

documents for Firm's own use. Firm shall have an unrestricted right to use the concepts embodied therein.

7.4 Release of Documents.

All drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Manager.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law.

This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Firm covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Waiver.

No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of OCFA shall be deemed to waiver or render unnecessary OCFA's consent to or approval of any subsequent act of Firm. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.3 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.4 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief,

a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

8.5 Termination Prior to Expiration of Term.

OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Firm, except that where termination is due to the fault of the Firm and constitutes an immediate danger to health, safety and general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Firm shall immediately cease all services hereunder except such as may be specifically approved by the Contract Manager. Firm shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Manager thereafter.

Firm may terminate this Agreement, with or without cause, upon thirty (30) days written notice to OCFA.

8.6 Termination for Default of Firm.

If termination is due to the failure of the Firm to fulfill its obligations under this Agreement, OCFA may take over the work and prosecute the same to completion by contract or otherwise, and the Firm shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated, provided that OCFA shall use reasonable efforts to mitigate damages, and OCFA may withhold any payments to the Firm for the purpose of set-off or partial payment of the amounts owed to OCFA.

8.7 Attorneys' Fees.

If either party commences an action against the other party arising out of or in connection with this Agreement or its subject matter, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the losing party.

9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees.

No officer or employee of OCFA shall be personally liable to the Firm, or any successor-in-interest, in the event of any default or breach by OCFA or for any amount which may become due to the Firm or its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Covenant Against Discrimination.

Firm covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry. Firm shall take affirmative action to insure that applicants and employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality.

During the term of this Agreement each party may disclose to the other party proprietary or confidential information including, but not limited to trade secrets, copyrights, patent rights and other proprietary or restricted information, all of which are not generally known by the public ("Confidential Information").

To the extent allowed by law, both parties shall take all necessary action to protect the confidentiality of the Confidential Information of the other party, shall hold it in strict confidence, and shall not disclose or publish or permit the disclosure or publication of it to any person or entity except for the purpose of performance under this Agreement, and only with the other party's prior written consent. Without limiting the generality of the foregoing, each party agrees to use at least the same degree of care to avoid unauthorized disclosure, use or publication of the Confidential Information as it employs with respect to its own Confidential Information.

Notwithstanding the foregoing, the Firm has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by the Firm, or any of its subcontractors, and provided to OCFA may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et. seq.*). OCFA shall not, in any way, be liable or responsible for the disclosure of any information including, without limitation, Confidential Information, if such disclosure is deemed by OCFA to be required by law or by order of the Court.

10.2 Notice.

Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

Orange County Fire Authority
Attention: David McVey, IT Supervisor

WITH COPY TO:
David E. Kendig, General Counsel

1 Fire Authority Road
Irvine, CA 92602

Woodruff, Spradlin & Smart
555 Anton Blvd. Suite 1200
Costa Mesa, CA 92626

To Firm:

6th Street Consulting
Attention: Huy Nguyen, Engagement
Manager/Partner
250 N. Harbor Drive
Redondo Beach, CA 90277

10.3 Integrated Agreement.

This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

10.4 Amendment.

This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

10.6 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____
Keith Richter, Fire Chief

APPROVED AS TO FORM.

By:  _____
DAVID E. KENDIG
GENERAL COUNSEL

Date: 1/15/14 _____

ATTEST:

Sherry A.F. Wentz
Clerk of the Board

"FIRM"

6th Street Consulting

Date: 1/6/2014 _____

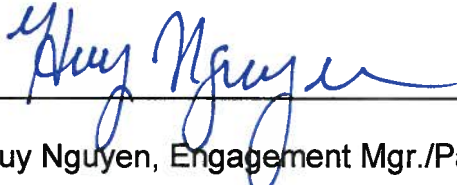
By:  _____
Huy Nguyen, Engagement Mgr./Partner

EXHIBIT "A"

Proposal



1.0 TRANSMITTAL LETTER

September 17, 2013

Orange County Fire Authority
Attn: Purchasing Section
1 Fire Authority Road Bldg. C
Irvine, CA 92602



RFP Number: DC1886

Dear Debbie Casper:

6th Street Consulting (6SC) is pleased to respond to your solicitation for RFP Number: DC1886 SharePoint Upgrade 2007 to 2013. We accept all the terms and conditions of this solicitation.

After carefully reviewing the Request for Proposal (“RFP”), I am confident that the estimate we provided below will meet and exceed all requirements the Orange County Fire Authority (OCFA) has listed. From our experience with SharePoint migrations of this size and complexity, we noticed that making a few minor tweaks to the requirements listed in the RFP in order to leverage more out-of-the-box (OOTB) SharePoint functionalities can make a big difference in the overall pricing of the project. Our clients have been able to reduce costs by working with us through a series of ‘value engineering’ exercises (during the “Envisioning and Planning Phase” of the project) that are designed to align business requirements with SharePoint technology. By going through this process, our clients have ultimately reduced the cost of their project(s) by up to 60%. We truly feel that by leveraging the same ‘value engineering’ exercises for this project, we can help OCFA lower the project cost.

I know this is a lot to digest, but we are looking to continue to partner with the OCFA to plan, create and deliver a product that both 6SC and the OCFA can be proud of and for the right price. In summary, we truly value our relationship with your team and would like to continue our track record of a successful partnership with the OCFA. We want you to feel that 6SC, as your consultants, provided you with the best advice and recommendations for moving forward.

Once again, thank you so much for the opportunity and please feel free to reach out to me at any time if you have any questions about our estimate.



██████████
Engagement Manager/Partner
6th Street Consulting
250 N. Harbor Drive
Redondo Beach, CA 90277
Phone: (310) 694-3844
Email: ██████████



Signature

9/17/2013

Date





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2.0 FIRM’S DETAILED INFORMATION

2.1 EXECUTIVE SUMMARY

6th Street Consulting (6SC) is a Microsoft Partner of the Year award winner as well as a Gold Certified Partner that has successfully designed and delivered SharePoint Services (Migration, Development and Support) for clients in the government sector, including:

and the private sector including

2.2 WHY 6TH STREET CONSULTING

6SC is a leader in SharePoint Services. We have deployed large SharePoint projects for Enterprise clients, city agencies, government agencies and private businesses. Due to our expertise, we are recognized by Microsoft as a company that can handle complex and cutting-edge SharePoint deployments. This year (2013), we were recognized as Microsoft Global Partner of the Year for Collaboration and Content.

Our management team has extensive hands-on experience architecting and delivering large complex SharePoint migration projects exceeding the size and complexity specified by OCFA. Our Engagement Managers and Technical Lead are equity partners in our firm and are empowered to make decisions on all phases of your project, including all technical and business issues. This results in a very efficient project team that is focused on delivering quality products and services. Our project management team has an average of over 25 years of relevant experience and have worked on major migration and integration projects.

Proven success in complex SharePoint deployments for Government and Private Sector

- 90% Microsoft NSAT Customer Satisfaction Score
- Experienced Project Management team with 25+ years of relevant technology experience
- Proven ability to deliver complex SharePoint deployments on time and within budget
- Microsoft Partner of the Year and Certified Gold Partner with the ability to architect SharePoint solutions using the newest and most productive tools available
- Complete design, development and production services



2.3 OFFEROR’S INFORMATION – APPENDIX A

Please complete and/or provide all requested information. If the proposal is submitted by a corporation, please provide an additional attachment that states the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign. If the proposal is submitted by a partnership or a joint venture, state the names and addresses of all general partners and joint venture parties. If the respondent is a sole proprietorship or another entity that does business under a fictitious name, the proposal shall be in the real name of the respondent with a designation following showing “DBA (the fictitious name),” provided however, that no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The undersigned, as respondent, declares that all documents regarding this proposal have been examined and accepted and that, if awarded, will enter into a contract with the Orange County Fire Authority.

Firm’s Legal Name: Kolakowski LLC dba 6th Street Consulting	
Firm Parent or Ownership: N/A	
Address: 250 N. Harbor Drive suite 321 Redondo Beach, CA 90277	
Firm Telephone No. (310) 694-3844	Firm Fax No. (310) 388-1401
Firm’s Tax I.D. Number: [REDACTED]	Incorporated: YES _____ NO X _____
Legal form of company: (partnership, corporation, joint venture) Limited Liability Company (LLC)	
Length of time your firm has been in business: 11 years	Length of time at current location: 4 years
Number of employees and Number of Current Clients We have 30+ full-time employees, 5 part-time staff, and an extensive pool of contracted staff specialized in SharePoint deployment and development. All employees are U.S. citizens or permanent residents and have passed background checks. All work is performed within the U.S., there is no offshoring. We also have 43 current clients that range from small businesses to mid-sized companies and Enterprises.	

Management person responsible for direct contact with the Orange County Fire Authority and service required for this Request for Proposal (RFP).

Name: [REDACTED]	Title: Engagement Manager/Partner
Telephone No.: (310) 694-3844	E-mail: [REDACTED]





Person responsible for the day-to-day servicing of the account:

Name: [REDACTED]	Title: Project Manager
Telephone No.: (310) 694-3844	E-mail: [REDACTED]



3.0 DESCRIPTIVE NARRATIVE

3.1 PROPOSED APPROACH

Our approach and strategy for achieving the OCFA’s goals is a combination of working closely with the OCFA to ensure tight alignment of expectations, following a mature, industry Best Practice methodology for project execution and development (Microsoft Solutions Framework) and implementing an intuitive user experience for the new site that is a catalyst for user adoption.

Our firm engages clients quite differently than most technology consulting companies. Our Engagement Team includes specific resources whose purpose is to manage the engagement and the OCFA expectations, identify and align with the OCFA’s goals and objectives at a very detailed level and ensure communication and focus of that information to our technical implementation team. Our Business Analysts are not technical staff but instead business users themselves. They are SharePoint Power users who know SharePoint inside and out and can develop non-code solutions in SharePoint. They understand SharePoint out-of-the-box and can help align client goals, objectives and expectations with a deployment of SharePoint. When code or anything beyond their technical abilities needs to be implemented, they work closely with our technical team (SharePoint Architects, Administrators, Developers, Branding Specialists, etc.) to communicate the needs and ensure alignment of expectations during development.

Our entire team utilizes the Microsoft Solutions Framework (MSF) which is mature framework and methodology for project execution. The framework consists of multi-phases of work that begins with Envisioning at which point our Engagement Team will work closely with the OCFA team to ensure all requirements and expectations are clearly documented and understood. We will review what we’ve learned with the client to ensure they approve all requirements. After which we move on to the Planning phase to address all functional, technical and user interface planning/design. During this phase, we’ll identify all solutions within SharePoint to ensure all goals and objectives are met.

In our experience we have found that user adoption goes hand in hand with how useable and clearly understood the website user interface is or is not. Simply put, the interface needs to be intuitive to use and natural to the end user. Anything overly complex or too noisy will make user adoption difficult, if not impossible. Knowing this, during both the Envisioning and Planning phases of work we will emphasize the user experience by developing wireframes (page schematic or screen blueprint) that meet the requirements of the project and eventually develop formalized graphical compositions of the primary screens. We have dedicated personnel that are experienced graphics designers and SharePoint Branding specialists who solely focus on the user experience. This includes not only the graphical design of the site but the layout of information on each page and the organization of the site’s navigation.

In order to meet the OCFA’s requirements for sections 1.k, 2.e, 2.f (site restructuring, site navigation and site design) in the Intranet Requirements section of the RFP, 6SC proposes to include section 5 in the Intranet Requirements section of the RFP as part of the requirements that are in scope for this project. We feel strongly that to meet the expectations and requirements that the OCFA has identified and to also ensure successful user adoption, an enhanced look and feel and a custom top navigational menu must be regarded as in scope for this project.



6SC’s Strategy for achieving OCFA goals:

Goal	Objective	6SC Approach
Provide current and relevant information to the Orange County Fire Authority personnel	<ul style="list-style-type: none"> ▪ Provide the ability to expose important and frequently requested information ▪ Improve the organization of documents, data and site navigation 	<ul style="list-style-type: none"> ▪ During the Envisioning phase of the project our team of Business Analysts will work closely with the OCFA to identify solution(s) to support information dissemination. ▪ We have built many intranet sites, some supporting over 30,000 employees, and as a result we have a deep experience helping clients address the issue of providing current and relevant information to a the workforce
Better usability (look and feel)	<ul style="list-style-type: none"> ▪ Better organization of data ▪ Contemporary look and feel 	
Simple navigation and logical structure	<ul style="list-style-type: none"> ▪ Better organization of information and content under logical groupings 	
User-friendly	<ul style="list-style-type: none"> ▪ The system should be understandable and usable by various power users in the organization 	<ul style="list-style-type: none"> ▪ Through the Envisioning and Planning process we develop wireframes and screen compositions focused on usability and being intuitive to use. ▪ We recommend that the OCFA utilizes the optional branding in order to address and meet the OCFA’s goals for better usability, simple navigation and a user-friendly UI for successful user adoption.



3.2 OUR UNIQUE APPROACH TO ADOPTION

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]



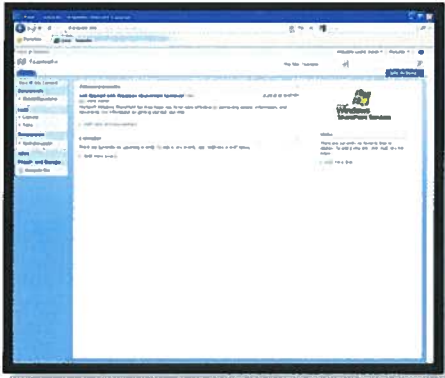


FIGURE 1

OUT-OF-THE-BOX SHAREPOINT TEAM SITE

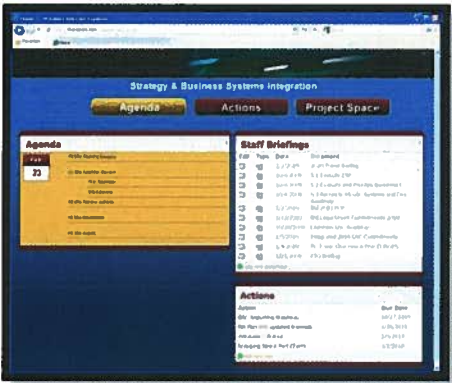


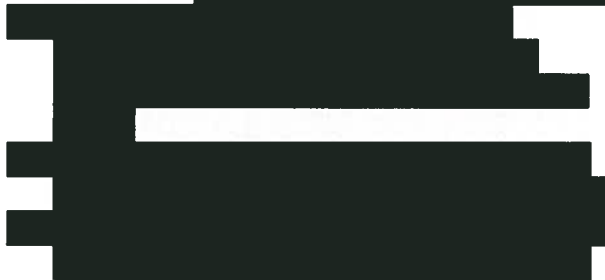
FIGURE 2

PHASE 1 LAUNCH –



FIGURE 3

PHASE 2 LAUNCH –



4.0 RELEVANT EXPERIENCE

The table below is our list of successful recent experiences in SharePoint migration projects for both Government Agencies as well as the Public Sector. For a complete list of relevant experience, please reference the “List of References” in the next section.

4.1 GOVERNMENT AGENCIES EXPERIENCE

– SharePoint 2007 to 2010 Migration of Intranet	
Industry	Government Agency
Specific Issues	<ul style="list-style-type: none"> ▪ Consolidate multiple instances of SharePoint 2007 city-wide intranet into SharePoint 2010 ▪ Rebrand intranet to provide: <ul style="list-style-type: none"> ○ Consistent look and feel ○ Easy to use navigation ○ Improve data organization within intranet for ease of access and search ▪ Promote self-services model for City’s IT team to maintain and admin intranet
Result	<ul style="list-style-type: none"> ▪ [REDACTED] currently has one united intranet for all City’s employees with consistent branding, ease to use navigation and data structure to support all digital format documents. ▪ With a staff of two (2) IT personnel, the [REDACTED] is able to maintain and admin their current SharePoint structure.
- SharePoint 2007 to 2010 Migration (Envisioning/Planning) of Intranet	
Industry	Government Agency
Specific Issues	<ul style="list-style-type: none"> ▪ Consolidate and update user interface for Intranet ▪ Improve data organization within intranet for ease of access and search ▪ Gather best practices for building a high performance, highly available and maintainable SharePoint infrastructure ▪ Develop a strategy to enable the [REDACTED] group to fully leverage the current SharePoint investment and help reduce licensing costs
Result	<ul style="list-style-type: none"> ▪ 31 page recommendation documentation with implementation instructions for the [REDACTED] and [REDACTED] team to deploy ▪ [REDACTED] team and [REDACTED] team have not needed additional support from an outside consulting firm to execute and manage their SharePoint environment



4.2 PRIVATE SECTOR EXPERIENCE

Custom Application Upgrade from SharePoint 2010 to SharePoint 2013	
Industry	Public Sector – Situational Readiness
Specific Issues	<ul style="list-style-type: none"> ▪ Upgrade current application to the latest version of SharePoint (SharePoint 2013) to expand application capabilities ▪ Leverage Mobile friendly technology ▪ Improved user interface for police officers in the field
Result	<ul style="list-style-type: none"> ▪ Built an application on the SharePoint 2013 platform leveraging the new App Model and standard web technology such as JSON and AngularJS ▪ Award winning application that is being leveraged in police officers’ cars <ul style="list-style-type: none"> ○ Credited for being a crime fighting game changer for the City of Tampa ○ Used during the 2012 National Republican Convention in Tampa, FL ▪ Stand-alone application with little to no support/maintenance needed
– Project #1: Upgrade SharePoint 2007 Farm to SharePoint 2010 Project #2: Upgrade SharePoint 2010 Farm to SharePoint 2013	
Industry	Legal
Specific Issues	<ul style="list-style-type: none"> ▪ Upgrade current application to the latest version of SharePoint to leverage: <ul style="list-style-type: none"> ○ Search ○ Mobility ○ Document Management ▪ Improve design to increase user usage and harmonize company’s branding ▪ Promote self-services for end users to use the intranet as a tool to do their day to day tasks
Result	<ul style="list-style-type: none"> ▪ Brand new SharePoint environment has been installed and configured ▪ Knowledge transfer has been made to [REDACTED] team to manage and admin latest SharePoint environment ▪ In Progress: Planning and Development of the migration of the intranet from SharePoint 2007 to SharePoint 2013



– SharePoint 2007 to 2013 Migration of Intranet	
Industry	Hospitality
Specific Issues	<ul style="list-style-type: none"> ▪ The [REDACTED] corporate intranet is not built on the latest SharePoint platform ▪ The [REDACTED] intranet does not utilize SharePoint best practices ▪ The user community has expressed that information is difficult to find ▪ The current look and feel is not user friendly
Result	<ul style="list-style-type: none"> ▪ Brand new SharePoint environment is in progress to be installed and configured ▪ Knowledge transfer will be made to the [REDACTED] team to manage and admin the latest SharePoint environment ▪ The [REDACTED] intranet will allow users to find information more easily and will have a more user friendly look and feel
– SharePoint 2007 to 2010 Migration of Intranet	
Industry	Aerospace
Specific Issues	<ul style="list-style-type: none"> ▪ The [REDACTED] corporate intranet is not built on the latest SharePoint platform ▪ The [REDACTED] intranet does not utilize SharePoint best practices ▪ The user community has expressed that it is not easy to collaborate on documents and projects ▪ The current look and feel is not user friendly
Result	<ul style="list-style-type: none"> ▪ Brand new SharePoint environment was installed and configured ▪ Knowledge transfer made to the [REDACTED] team to manage and admin the latest SharePoint environment ▪ The [REDACTED] intranet has an updated look and feel which promotes user adoption and makes it easier for users to share content and collaborate on projects.
– SharePoint 2007 to 2010 Migration of Applications	
Industry	Aerospace
Specific Issues	<ul style="list-style-type: none"> ▪ [REDACTED] upgraded their intranet to the SharePoint 2010 platform and needed to move their applications ▪ [REDACTED] utilized 6SC to provide best practices recommendations and perform the migration for their applications
Result	<ul style="list-style-type: none"> ▪ All required applications are available to users on the SharePoint 2010 platform ▪ The migration of applications to the SharePoint 2010 platform will allow users to continue day to day work and tasks on the upgraded intranet



5.0 LIST OF REFERENCES – APPENDIX B

We proudly present to you our list of references who have either worked or are currently working with us on a SharePoint migration project.

Customer Agency Name	[REDACTED]
Contact Individual & Title	[REDACTED], Administrative Analyst
E-mail/Telephone number	[REDACTED]
Date of Project & Description of services provided including contract amount	<p>Project: SharePoint 2007 to 2010 Migration of Intranet Date: October 2011 Contract Amount: [REDACTED] Description of Services:</p> <ul style="list-style-type: none"> ▪ Provided Best Practices recommendations for a SharePoint 2010 implementation for hardware, network and designed information architecture ▪ Install and configure SharePoint 2010 farm and SQL server ▪ Provided knowledge transfer to the IT team and SharePoint power users ▪ Strategically designed additional workflow, form automation and end-user adoption strategies after Go Live
Customer Agency Name	[REDACTED]
Contact Individual & Title	[REDACTED], Project Manager
E-mail/Telephone number	[REDACTED]
Date of Project & Description of services provided including contract amount	<p>Project: SharePoint 2007 to 2010 Migration (Envisioning/Planning) of Intranet Date: September 2012 Contract Amount: [REDACTED] Description of Services:</p> <ul style="list-style-type: none"> ▪ Visually reviewed current system architecture, interfacing and functionality ▪ Provided a written recommendation on a path forward for information access and delivery using a SharePoint website ▪ Provided a written recommendation on an interfacing tool that will best utilize the functionality that each system identified offers



Customer Agency Name	
Contact Individual & Title	[REDACTED], VP Consulting and Services and Product Management
E-mail/Telephone number	[REDACTED]
Date of Project & Description of services provided including contract amount	<p>Project: [REDACTED] Custom Application Upgrade from SharePoint 2010 to SharePoint 2013</p> <p>Date: July 2013</p> <p>Contract Amount: [REDACTED]</p> <p>Description of Services:</p> <ul style="list-style-type: none"> ▪ Developed a Crime Tracking application for police departments using SharePoint 2013 ▪ Integrated SharePoint 2013 with over 20+ government databases ▪ Application currently deployed in every Tampa police officers' car ▪ Built the application using the new SharePoint 2013 app model
Customer Agency Name	
Contact Individual & Title	[REDACTED], Chief Knowledge Officer
E-mail/Telephone number	[REDACTED]
Date of Project & Description of services provided including contract amount	<p>Project #1: Upgrade SharePoint 2007 Farm to SharePoint 2010</p> <p>Date: July 2012</p> <p>Contract Amount: [REDACTED]</p> <p>Description of Services:</p> <ul style="list-style-type: none"> ▪ Provided in depth environment planning for current and future expansion ▪ Installation and Configuration of SharePoint 2010 to fit our client's unique environment and requirements ▪ Provided knowledge transfer and trained in-house champions on maintaining the SharePoint 2010 environment <p>Project #2: Upgrade SharePoint 2010 Farm to SharePoint 2013</p> <p>Date: May 2013</p> <p>Contract Amount: [REDACTED]</p> <p>Description of Services:</p> <ul style="list-style-type: none"> ▪ Provided in depth environment planning for current and future expansion ▪ Installation and Configuration of SharePoint 2013 to fit our client's unique environment and requirements ▪ Provided knowledge transfer and trained in-house champions on maintaining the SharePoint 2013 environment



Customer Agency Name	
Contact Individual & Title	[REDACTED], Project Manager
E-mail/Telephone number	[REDACTED]
Date of Project & Description of services provided including contract amount	<p>Project: SharePoint 2007 to 2013 Migration of Intranet Date: In Progress Contract Amount: [REDACTED] Description of Services:</p> <ul style="list-style-type: none"> ▪ Create and design a sitemap of new 2013 Intranet, wireframes and recommendations for migration ▪ Plan technical design of 2013 Intranet and create design comps for the intranet home page and department sites ▪ Installation and Configuration of SharePoint 2013 to fit client’s unique environment and requirements ▪ Provide knowledge transfer and train in SharePoint power users on maintaining the SharePoint 2013 environment



Customer Agency Name	
Contact Individual & Title	[REDACTED], BI Strategy & Execution Lead
E-mail/Telephone number	[REDACTED]
Date of Project & Description of services provided including contract amount	<p>Project: SharePoint 2007 to 2010 Migration of Intranet Date: January 2013 Contract Amount: [REDACTED] Description of Services:</p> <ul style="list-style-type: none"> ▪ Provided Best Practices recommendations for a SharePoint 2010 implementation for hardware, network and designed information architecture ▪ Install and configure SharePoint 2010 farm and SQL server ▪ Provided knowledge transfer to the IT team and SharePoint power users ▪ Strategically designed end-user adoption strategies after Go Live
Customer Agency Name	
Contact Individual & Title	[REDACTED], Analyst
E-mail/Telephone number	[REDACTED]
Date of Project & Description of services provided including contract amount	<p>Project: SharePoint 2007 to 2010 Migration of Applications Date: August 2011 Contract Amount: [REDACTED] Description of Services:</p> <ul style="list-style-type: none"> ▪ Provided Best Practices recommendations for migrating four legacy applications into SharePoint 2010 ▪ Leveraged the client’s current investment in SharePoint 2010 platform ▪ Provided knowledge transfer to enable the client’s IT team to maintain the applications





6.0 PROPOSAL QUESTIONNAIRE

Below, you will find the answers to your questions below which shows that we have the SharePoint expertise, proper aesthetic capabilities, innovative approach, user friendly interfaces, successful vendor experience, and the necessary staff resources to fully fulfilled OCFA's requirements as defined in the solicitation.

This section contains the completed vendor questions from page 22 in the Solicitation.

6.1 QUESTION 1.

PROVIDE YOUR FIRM'S BACKGROUND AND PROJECT SUMMARY, INCLUDE HOW MANY YEARS YOU HAVE BEEN PROVIDING MIGRATION AND UPGRADE PROFESSIONAL SERVICES FOR SHAREPOINT, AND WHAT YOUR FIRM'S CORE BUSINESS AND COMPETENCIES ARE.

6.1.1 COMPANY QUICK FACTS

- **OWNERSHIP STRUCTURE:** Kolakowski LLC, a Nevada LLC, is doing business as 6th Street Consulting.
- **NUMBER OF EMPLOYEES:** We have 30+ full-time employees, 5 part-time staff, and an extensive pool of specialized contract staff specialized in SharePoint deployment and development. All employees passed background checks. All work is performed within the U.S., there is no offshoring.
- **LENGTH OF TIME IN BUSINESS:** 6SC was established in 2002. Our staff has been doing SharePoint upgrades since version Windows SharePoint Services (WSS) 2.0 to SharePoint 2007 (MOSS) to SharePoint 2010 and now SharePoint 2013.
- **CORE COMPETENCIES:** Strategy and technology consulting firm. Managed Microsoft Partner with Gold competencies in SharePoint and Office365.

6.1.2 COMPANY DESCRIPTION AND HISTORY

6th STREET CONSULTING (6SC), the 2013 Microsoft Partner of the Year Winner for Collaboration and Content, is a strategy and technology consulting firm located in Redondo Beach, California. 6SC provides expert SharePoint solutions that match the business needs of organizations nationwide. 6SC can also help companies with strategic assessments/planning, proof of concepts and implementation of value-added portals (Intranets, Extranets and Corporate). As a Microsoft Managed Partner with a Gold competency in Portals and Collaboration, 6SC distinguishes itself in the top one percent of Microsoft's SharePoint partner eco-system.

We have experience with both government agencies and private institutions, but perhaps our biggest assets to our clients are our cost-efficiencies, our streamlined workflows, and our high standards. On-time and on-budget work of the highest quality is standard operating procedure for us. We employ a unique design, development and deployment methodology that allows for free and creative interchange with clients while establishing focused and meaningful technology solutions.

6.1.3 COMPANY COMPETENCIES

As a leader of SharePoint development and our certification as a Microsoft SharePoint Development Planning Service (SDPS) provider, we deliver top class services.



We focus on business before technology – we understand that technology is just a means to achieve our clients' business objectives. Unlike other technology firms, our additional expertise in the Strategy and Finance practice areas enables us to take a more holistic view of every business problem and determine not only what technology should be implemented, but when it should be.

- Microsoft 2013 Partner of the Year Winner for Collaboration and Content
- Microsoft Gold Competency in Portals and Collaboration– represents top 1% of Microsoft's SharePoint partner ecosystem
- Microsoft SharePoint Deployment Planning Services (SDPS) Certified
- Extensive MOSS 2007, SharePoint 2010, SharePoint 2013, and SharePoint Online experience
- Microsoft Tier III Cloud Champions and Cloud Accelerate Partner – represents top 1% of Microsoft cloud solutions partner ecosystem
- 90% Microsoft NSAT Customer Satisfaction Score
- President of the largest chapter of the International Association of Microsoft Certified Partners (IAMCP) group, IAMCP-SoCal
- Our founders have successful large-scale enterprise experience, including building the Vegas.com commercial site (12 million unique visitors per month) and building the Experian intranet (20,000 employees)

6.1.4 COMPANY PROJECT HISTORY

- [REDACTED] – 100+ year old global washroom accessory and partition company headquartered in [REDACTED]
- [REDACTED] is a Municipal Government agency in the San Fernando Valley
- [REDACTED], CA area Municipal Government
- [REDACTED], CA Municipal Government
- [REDACTED] – Investment bank (advised over \$200 billion in transactions) in New York, NY
- [REDACTED] – Leading manufacturer of industrial torque and tension systems based in [REDACTED]
- [REDACTED] – A property management company with luxury resorts located around the U.S.
- [REDACTED] – [REDACTED] provides quality infrastructure and site wide services, collaborating with [REDACTED]
- [REDACTED] – Delivers Situational Readiness solutions that help government and businesses mitigate risks, manage incidents, and securely communicate and collaborate with one another
- [REDACTED] – One of the world's largest Aerospace and Defense Manufacturers
- [REDACTED] – American Lawyer 100 firm with 600 attorneys practicing in sixteen offices located in the U.S. and overseas



6.2 QUESTION 2.

PROVIDE RELEVANT INFORMATION DEMONSTRATING COMPETENCE IN THE SERVICES TO BE PROVIDED; INCLUDING SUPPORTING EVIDENCE OF STRENGTH AND STABILITY OF THE FIRM; STAFFING CAPABILITY; AND CURRENT WORK LOAD.

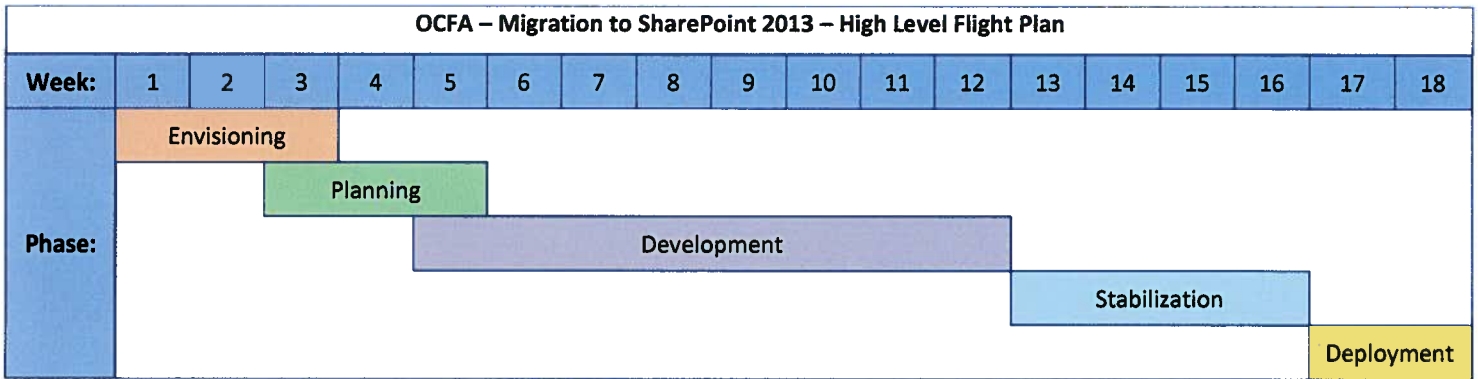
Organization Category	Capacity Description
Company Financial	6SC is a privately held company that has been in business since 2002. [REDACTED] This steady and viable growth contributes to 6SC being in the top 1% of Microsoft Partners
SharePoint Staff	30+ full-time, 5 part-time, and an extensive pool of specialized contract staff. Employees are U.S. citizens or permanent residents and have passed background checks. All work is performed within the U.S., there is no offshoring
Office Location	Redondo Beach, CA
Special Designation	<ul style="list-style-type: none"> ▪ 2013 Microsoft Partner of the Year Award Winner for Collaboration and Content ▪ Microsoft Managed Partner – represents top 1% of Microsoft’s Partner Ecosystem ▪ SharePoint Experts – represents top 1% of Microsoft’s Partner Ecosystem ▪ Gold Competency in Portals and Collaboration (primary SharePoint competency) ▪ Gold Competency in Digital Marketing (specific to deploying ▪ Microsoft SharePoint Online – Tier 3 Could Champion (represents top 10% of Microsoft’s Partner Ecosystem)
Certifications	<p>Microsoft Gold Certified Partner with staff who are SharePoint Solution Architects and/or hold the following SharePoint related certifications:</p> <ul style="list-style-type: none"> ▪ 70-410 (Installing and Configuring Windows Server 2012) ▪ 70-411 (Administering Windows Server 2012) ▪ 70-480 (Programming in HTML 5 with JavaScript and CSS 3) ▪ 70-573 (SharePoint Application Development) ▪ 70-576 (Pro: Designing and Deploying SharePoint Applications) ▪ 70-630 (Configuring SharePoint Administration) ▪ 70-659 (Windows Server 2008 R2, Server Virtualization) ▪ 70-667 (Configuring SharePoint) ▪ 70-668 (SharePoint Administration) ▪ 70-669 (Windows Server 2008 R2, Desktop Virtualization)
Current Workload	Our teams are always busy throughout the year. However, upon award of the project, we will allocate a fully dedicated SharePoint team to support the OCFA efforts. You can learn more about the selective team members assigned to this effort in Section 7.0 – Project Team

6.3 QUESTION 3.



SUBMIT YOUR PROPOSED SCHEDULE AND TIME FRAME FOR COMPLETING THIS PROJECT INCLUDING DEADLINES FOR PREPARING ALL PROJECT DELIVERABLES. DESCRIBE THE SEQUENTIAL WORK TASKS YOU PLAN TO CARRY OUT IN ACCOMPLISHING THIS PROJECT.

6.3.1 PROPOSED FLIGHT PLAN





6.3.2 DEVELOPMENT PROCESS

6SC embraces the Microsoft Solutions Framework (MSF) for our product development projects. The specific phased approach of the Microsoft Solutions Framework that we are planning to leverage for the OCFA SharePoint 2007 to SharePoint2013 migration project are summarize below:

1. ENVISIONING Phase

The 6SC Project Manager, Product Manager, Business Analysts, SharePoint Technical Lead, and SharePoint Architect will team up with the OCFA to interview and define all functionality and requirements for the project. In doing so, 6SC will document all the information from these meetings and will include it as part of the official requirements documents that will be turned in to the OCFA at the end of the PROJECT.

2. PLANNING Phase

After all the requirements from ENVISIONING Phase are captured and approved by the CLIENT, the planning phase will take place. For this project, there will be multiple paths for planning to accommodate for 1) Technical Design, 2) Graphic Design and 3) Project Planning

- **Technical Design:** 6SC's SharePoint Technical Lead and SharePoint Architect will work directly with the OCFA IT team to help with the technical planning and design for the PROJECT. During this phase, topics such as Application Architecture, Data Architecture, Environmental Structure, Integration Planning and Security Planning will be discussed and a decision will be made by the team. Once the decision has been made, our technical lead will provide the OCFA IT team with the appropriate planning worksheets that will document, diagram and state the specific technical requirements to be used during the DEVELOPMENT Phase.
- **Graphic Design:** 6SC's Business Analyst, Branding Specialist and Graphics Designer will meet with the OCFA business user group to interview and review the current User Interface (UI) and SharePoint branding to ensure that it meets with SharePoint 2013 branding guidelines. If changes are necessary, our Graphics Designer will propose the appropriate changes to ensure that the UI and SharePoint branding will migrate appropriately into SharePoint 2013. Activities include but are not limited to.
- **Project Planning:** 6SC's Project Manager will work with the OCFA Project Manager to clearly design the project milestones, schedule, tasks and success measurements/metrics as part of a complete project schedule to be delivered to the OCFA. This project schedule will serve as the "Project Roadmap" for both 6SC and OCFA to keep a pulse on the project progression and report status.

3. DEVELOPMENT Phase

This phase represents all development work required to complete the final product. 6SC utilizes a light-weight, agile process for development that consists of showing success over time in smaller cycles (iterations), rather than writing everything at once over a long period of time. Since this is a cyclical process whereby we configure SharePoint as needed, write additional code as needed, perform unit testing, review progress to date with the OCFA, and repeat the process again, we are able to factor in immediate feedback from the OCFA staff. This ensures that our end goal will meet and exceed expectations while delivering the agreed upon scope and project budget. Work to be performed includes but is not limited to:

- Infrastructure Setup per agreed to requirements during the PLANNING Phase:
 - Two WFE Servers – windows network load balanced
 - Hosts IIS Applications
 - SQL Server Reporting Services



- Two Application Servers
 - Query Application
 - Crawl Application
 - Performance Point Services
 - Excel Services
 - InfoPath Services
 - Other Service Applications
- Two SQL Servers (active/passive)
 - Database only
- One SAN (for SQL Storage – note: the SAN is a physical server, not a virtual server).
- Installation of Axceler ControlPoint
- Migration:
 - Installation of Migration Tool (Metalogix)
 - Intranet Migration
 - Database Migration
 - InfoPath Forms
 - SharePoint Designer Workflows
 - MySites
 - My Links
- Upgrade Current Application
 - Upgrade OCFA's current Intranet to SharePoint 2013
 - 265 Site Collections
 - 519 Sites
 - 6,748 Lists
 - 839,455 Files
 - Upgrade OCFA's custom applications to SharePoint 2013
 - Current Shift
 - iCMS
 - GIS Map Request
 - Injury and Illness Application
 - DoorStep
 - Vendor Lookup
 - CAD
 - Fleet Mileage Entry
 - SharePoint Designer 2007 Workflow Custom Action
 - SharePoint Designer Workflows
- 6SC to perform appropriate unit testing for the application
- Documentation
 - 6SC to create deployment guide for the OCFA IT team
 - 6SC to do appropriate knowledge transfer for the OCFA IT team during the deployment process
 - 6SC to create all appropriate user manuals for training sessions as well as post on the intranet for OCFA's future use
 - 6SC to create all the appropriate test cases to be used during the STABILIZATION Phase
 -

4. STABILIZATION Phase



This phase represents the end of all development and the start of preparing the application for OCFA delivery. During this phase, 6SC will work alongside the OCFA end users and IT department to test the entire application to ensure all functionality is working as defined. 6SC will make needed changes to address any bugs, issues or small changes that are required. The end goal is to stabilize the application and ensure it's completely ready for deployment. Work to be performed includes but is not limited to:

- User Acceptance Testing (UAT)
 - 6SC Business Analyst to assist OCFA's end users to set up a timeline for testing the entire intranet and custom application in SharePoint 2013.
 - 6SC Business Analyst to document and validate any potential bugs that are identified during the UAT process.
- Mitigation
 - 6SC Project Manager to work with OCFA's Project Manager to prioritize, categorize and track bugs that were identified to ensure they are being resolved before Go Live
 - 6SC Development team, SharePoint Technical Lead, SharePoint Architect to support and resolve bugs as approved by the OCFA Project Manager
 - 6SC Business Analyst to update the following documents as needed to reflect the changes during Mitigation:
 - User Manual
 - Test Cases
 - Installation Guide
- Deployment Planning/Knowledge Transfer
 - 6SC Project Manager, SharePoint Technical Lead, SharePoint Architect to work with 6SC to plan and update deployment guide for the OCFA IT team
 - 6SC Project Manager will be coordinating with the OCFA Project Manager to prep for the Go Live cutover
- User training
 - 6SC Business Analyst to assist the OCFA "in-house" champions and provide training sessions (up to four sessions) for the OCFA user community

5. DEPLOYMENT Phase

During this phase, the 6SC team will work closely with the OCFA IT team to ensure that all necessary preparations are made for a smooth deployment and launch. Work to be performed includes but is not limited to:

- PRODUCTION Data Sync up
 - 6SC to support the OCFA IT team* as they do one last round of data migration between SharePoint 2007 and SharePoint 2013
**Note: 6SC recommends the OCFA IT team perform this task as it will provide them with hands on experience with the work and promote on the fly knowledge transfer and troubleshooting*
- Go Live!/Cutover
 - 6SC to support the OCFA IT team as they apply DNS changes
 - 6SC to support the OCFA IT team as they place appropriate redirecting pages (as needed)
 - OCFA application to Go Live!
- Post Go-Live Support
 - 6SC to provide four weeks of Post Go-Live Support to the OCFA team



6.4 QUESTION 4.

PROVIDE INFORMATION ON ANY INNOVATIVE OR UNIQUE METHODS USED THAT DISTINGUISH YOUR FIRM FROM OTHER FIRMS.

METHODS/INNOVATION	DESCRIPTION
<p>2013 Microsoft Partner of the Year Award Winner – Collaboration and Content</p>	<p>We were acknowledged by Microsoft as the 2013 award winner for Collaboration and Content (primary SharePoint competency). This is a Global award that included more than 3,000 international nominations.</p> <p>6.4.1 MICROSOFT CASE STUDY: See Appendix E</p> <p>6.4.2 VIDEO CASE STUDY: [REDACTED]</p> <p>6.4.3 PRESS RELEASE: [REDACTED]</p>
<p>SharePoint Only Shop</p>	<p>[REDACTED]</p> <p>Additionally, our employees are U.S. Citizens or permanent residents and each have successfully passed background checks.</p>
<p>SharePoint 2013 Development</p>	<p>Given SharePoint 2013’s recent release in the market, not many firms have vast and extensive experience with SharePoint 2013 development. Fortunately, our team is different as we had the opportunity to migrate a large and complex SharePoint 2010 custom application to SharePoint 2013. To do so required us to come up to speed quickly with SharePoint 2013’s new development features which includes:</p> <ul style="list-style-type: none"> ▪ SharePoint 2013 App Model ▪ JSON and AngularJS frameworks ▪ Discretionary use of elevated/delegated code execution ▪ Security policies implemented at all levels of custom applications: <ul style="list-style-type: none"> ○ User interface ○ Client-Side SharePoint Object Model (CSOM) ○ Service Layer (Web Services, REST)



	<ul style="list-style-type: none"> ○ Server-Side SharePoint Object Model (SSOM) ○ Data Access Layer ○ Database ○ Server (service accounts) ▪ Regular peer and management code reviews to ensure pervasive and consistent implementation of security policies and principals <ul style="list-style-type: none"> ○ Experienced with building secure SharePoint farm infrastructures using Microsoft best practices for “least privilege” security ○ Utilizing skills learned in acquiring Microsoft Certified Technology Specialist SharePoint Configuration certification ○ Microsoft/industry best-practices utilized to deploy secure custom, managed code features to modify SharePoint farm/site collection/site settings ▪ Experienced writing out-of-box and custom SharePoint applications where data and functionality are security trimmed using a variety of techniques: <ul style="list-style-type: none"> ○ SharePoint groups ○ SharePoint permissions ○ out-of-the-box security-trimmed pages and web parts ○ Custom security-trimmed pages, controls and web parts ○ Item level security ○ List level security ○ Custom event receivers ○ Auditing site permissions ○ Data partitioning using SharePoint content database (CDB) isolation
<p>Emphasis on User Experience – Our Unique Approach to Adoption</p>	<div style="background-color: black; height: 50px; width: 100%;"></div> <div style="background-color: black; height: 100px; width: 100%;"></div> <div style="background-color: black; height: 30px; width: 100%;"></div>



	[REDACTED]
	[REDACTED]





6.5 QUESTION 5.

VENDOR MUST BE ABLE TO COMMIT PROJECT MANAGEMENT, DEVELOPMENT AND ARCHITECTURE PERSONNEL TO WORK ON-SITE AT OCFA HEADQUARTERS ALONGSIDE OUR PROFESSIONAL STAFF DURING THE ASSESSMENT, IMPLEMENTATION AND TRAINING PHASES OF THE PROJECT. DO YOU HAVE ANY CONCERNS DEDICATING STAFF ON-SITE AT OUR IRVINE HEADQUARTERS FOR CRITICAL PARTS OF THE PROJECT SUCH AS IMPLEMENTATION, TESTING AND GO-LIVE SUPPORT? PLEASE PROVIDE A DETAILED RESPONSE AND DESCRIBE YOUR FIRM’S RESOURCES.

6SC has read and understands the OCFA’s request for key members of the project team (Project Management, Development and Architecture personnel) to work on-site at the OCFA headquarters alongside their professional staff during the assessment, implementation and training phases of the project. 6SC does **NOT** have any concerns with dedicating the key staff to work on-site as requested by the OCFA. See Section 7.0 for more detail on our firm’s dedicated resources.



6.6 QUESTION 6.

HOW DO YOU MEASURE THE SUCCESS OF THE UPGRADES AND MIGRATIONS YOUR FIRM HAS BEEN RESPONSIBLE FOR?

6th Street Consulting leverages several metrics and gauges for measuring all of our project success. These metrics and gages can be broken down by the following category:

6.6.1 PROJECT MANAGEMENT

Our Project Manager leverages industry PMO Best Practices and, during the lifespan of the project, will be set up a weekly project status meeting to discuss, at the minimum, the following metrics:

Tactical Measure	Purpose	Indicator
Time	How are we doing against the schedule?	Schedule Performance Index (SPI)
Cost	How are we doing against the budget?	Cost Performance Index (CPI)
Quality	Are the quality problems being fixed?	Number of defects fixed per user acceptance test

6.6.2 USER ADOPTION

In addition to tracking project management metrics (time & budget), 6SC also focuses on user adoption metrics. Once the project Goes Live, we recommend that the OCFA leverages site statistics and our team will offer assistance as needed. Best practices for this project is for the OCFA to take a baseline of the current web stats. As the new project goes live, the OCFA would then conduct monthly (sometimes weekly) web stats to measure against the baseline. Based on these stats, we would then recommend appropriate adjustments (more training, more intuitive navigation, etc.). In addition, we would help the OCFA set up focus groups to ensure that feedback is captured from the user community for improvements and future enhancements.

6.6.3 BUSINESS OBJECTIVES

The last metric that we use to measure our project success is associated to the Business Objectives that we captured from the OCFA. During the ENVISIONING phase, our Business Analyst will interview the OCFA team to get the appropriate Business Objectives. Post-Go Live, we would revisit those Business Objectives to ensure that our deliverables have met those objectives. An example template can be seen below:

Sample Success Measuring Template	
Business Objective	Save the amount of time and clicks that a user would have to do in order to find a document on the intranet
Possible Measure	Quantitative – reduce the number of clicks it takes for a user to find a document. Qualitative – reduce the amount of time it takes for users to find a document.
Capture Frequency	Monthly
Issues and Challenges	Currently, users have to click up to 6 links in order to get to the appropriate sites and document library in order to start their document search. Often, users would not find it and would have a problem traversing back to the original location on the website. In addition, users are complaining that normally, they would spend at least an hour of their work day (8 total) to find documents that they need to do their day to day tasks.
Target	Give users the ability to find documents within 2-3 clicks. Improve data tagging to enable users the ability to do search and find things faster.





Deliverables	Strong test cases Project meets/exceeds client’s expectations Successful hand off with knowledge transfer and documentation
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6.7 QUESTION 7.

PROVIDE A CURRENT CLIENT LIST THAT INCLUDES THE ENTITY NAME, PRIMARY CONTACT, TELEPHONE, E-MAIL, AND WEBSITE ADDRESS. PLEASE INCLUDE ANY GOVERNMENT AGENCY CLIENTS IF APPLICABLE. WHAT ROLE AND FUNCTION DID YOU PERFORM FOR THE CLIENT? COMPLETE APPENDIX B (PAGE 26).

6.7.1 LIST OF REFERENCES (APPENDIX B)

We proudly present to you our list of references who have either worked or currently working with us on a SharePoint migration project.

Customer Agency Name	
Contact Individual & Title	[REDACTED], Administrative Analyst
E-mail/Telephone number	[REDACTED]
Date of Project & Description of services provided including contract amount	Project: SharePoint 2007 to 2010 Migration of Intranet Date: October 2011 Contract Amount: [REDACTED] Description of Services: <ul style="list-style-type: none"> ▪ Provided Best Practices recommendations for a SharePoint 2010 implementation for hardware, network and designed information architecture ▪ Install and configure SharePoint 2010 farm and SQL server ▪ Provided knowledge transfer to the IT team and SharePoint power users ▪ Strategically designed additional workflow, form automation and end-user adoption strategies after Go Live
Customer Agency Name	
Contact Individual & Title	[REDACTED], Project Manager
E-mail/Telephone number	[REDACTED]



<p>Date of Project & Description of services provided including contract amount</p>	<p>Project: SharePoint 2007 to 2010 Migration (Envisioning/Planning) of Intranet Date: September 2012 Contract Amount: [REDACTED] Description of Services:</p> <ul style="list-style-type: none"> ▪ Visually reviewed current system architecture, interfacing and functionality ▪ Provided a written recommendation on a path forward for information access and delivery using a SharePoint website ▪ Provided a written recommendation on an interfacing tool that will best utilize the functionality that each system identified offers
<p>Customer Agency Name</p>	
<p>Contact Individual & Title</p>	<p>[REDACTED], Analyst</p>
<p>E-mail/Telephone number</p>	<p>[REDACTED]</p>
<p>Date of Project & Description of services provided including contract amount</p>	<p>Project: SharePoint 2007 to 2010 Migration of Applications Date: August 2011 Contract Amount: [REDACTED] Description of Services:</p> <ul style="list-style-type: none"> • Provided Best Practices recommendations for migrating four (4) legacy applications into SharePoint 2010 • Leveraged the client’s current investment in SharePoint 2010 platform • Provided knowledge transfer to enable the client’s IT team to maintain the applications
<p>Customer Agency Name</p>	
<p>Contact Individual & Title</p>	<p>[REDACTED], BI Strategy & Execution Lead</p>
<p>E-mail/Telephone number</p>	<p>[REDACTED]</p>
<p>Date of Project & Description of services provided including contract amount</p>	<p>Project: SharePoint 2007 to 2010 Migration of Intranet Date: January 2013 Contract Amount: [REDACTED] Description of Services:</p> <ul style="list-style-type: none"> ▪ Provided Best Practices recommendations for a SharePoint 2010 implementation for hardware, network and designed information architecture ▪ Install and configure SharePoint 2010 farm and SQL server ▪ Provided knowledge transfer to the IT team and SharePoint power users ▪ Strategically designed end-user adoption strategies after Go Live
<p>Customer Agency Name</p>	
<p>Contact Individual & Title</p>	<p>[REDACTED], Analyst</p>



E-mail/Telephone number	[REDACTED]
Date of Project & Description of services provided including contract amount	<p>Project: SharePoint 2007 to 2010 Migration of Applications Date: August 2011 Contract Amount: [REDACTED] Description of Services:</p> <ul style="list-style-type: none"> ▪ Provided Best Practices recommendations for migrating four legacy applications into SharePoint 2010 ▪ Leveraged the client’s current investment in SharePoint 2010 platform ▪ Provided knowledge transfer to enable the client’s IT team to maintain the applications

6.8 QUESTION 8.

WHAT ARE SOME OF THE DIFFICULTIES WE CAN EXPECT WHEN PERFORMING A MIGRATION OF THIS SORT AND HOW WOULD YOU RECOMMEND MITIGATING THOSE RISKS?

Risk Name	Description	Mitigation	Severity
Custom Code/Application	When upgrading custom code/application using Visual Studio, it will not be a simple upgrade, expect the custom code/application to break in SharePoint 2013	Have a developer review the code in Visual Studio and apply changes to fit with new SharePoint 2013 framework	High
Branding	SharePoint 2013 leverages HTML 5 and a new Master Template standard. Current branding will experience issues when upgrading.	Upgrade branding to fit with SharePoint 2013 standard (HTML 5 and Master Template)	High
Authentication	Classic to Claims Upgrade	Upgrade cache account for publishing portals, email alerts need to be upgraded to claims	High
Content	Two SharePoint environments up at the same time (2013 has a new URL); 2 versions of data, don't want to be overwriting data.	Will have to make incremental updates to 2013 and closely monitor to make sure things aren't being overwritten. Will need the right tool for migrating.	High
Content	There may be deprecated content/data types	Will have to transform data to migrate	High
Content	Workflows deprecated	Will need full regression testing	High
Service Applications	2007 InfoPath forms code may not work in 2013	Code rewrite to upgrade InfoPath forms	High
Custom Code	Custom Code for applications, some applications are using SharePoint	Look into source code, upgrade the source code,	High





	designer, some are using WSPs	regression test	
Content	Checking in/out documents in 2007 during the cutover to 2013.	Awareness, force check-in documents. Possibly turn off check-in before migration.	High
Content	Site templates: Old site templates do not contain newsfeed	Use a custom tool to migrate the content into a clean 2013 site template	High
Service Applications	SSRS Reports may not work properly	Republish reports, update URLs. Might need custom development.	High
Service Applications	PerformancePoint may not work properly	Use dashboard designer to resave dashboards to new site, redevelop dashboards. May have to change deprecated code	High
Service Applications	User profiles, custom picture libraries, etc.	Recreate custom fields and migrate custom libraries	High
Service Applications	BCS, custom XML files	Redevelop	High
Service Applications	SharePoint Access databases	Republish, redevelop if needed	High
Custom Applications	Custom 3 rd party SharePoint applications need to be moved	Download latest, attempt install, migrate settings	High
Analytics	SharePoint Analytic data is not migrated	CONSULTANT will look into CLIENT SharePoint environment to determine risk of Analytic data	High
Content Sync	Content is not fully synced after the migration	Conduct audit on content, perform another round of migration for missing content, if any	High
Data Migration (Version History, Comments, etc.)	If data migration is done manually, expect metadata (Version History and Comments) lost for document library and SharePoint lists	Leverage third party tool to do data migration which can help preserve these metadata	Medium
Content	MySites: Only new tasks will show in My Tasks/Task Roll-up	Align expectations	Medium
Training	Training end users	Training end users (train before cut over)	Medium





[Redacted text block]

[Redacted text block]





6.10 QUESTION 10.

DESCRIBE YOUR PROCESS FOR MIGRATION OUR **MOSS 2007** VERSION TO **SHAREPOINT SERVER 2013** SINCE THERE IS NO SUPPORTED DIRECT MIGRATION PATH.

6.10.1 PROPOSED UPGRADE/MIGRATION PLAN

The proposed migration plan will be a “side by side” upgrade where the SharePoint 2007 environment is in use until the SharePoint 2013 environment (including all the custom functionality) is validated.

After the 2013 farm is installed and configured, the content migration and code upgrade can commence. The migrations can occur independently from one another, though errors can occur on code dependent pages. Custom code must be re-written for 2013 and non-coded customizations will need to be configured manually using the tool in which they were generated.

A third party migration tool will be required for content migration from the current 2007 farm to the new, 2013 farm. Using such a tool will provide incremental and granular control of content migration, which will prevent over-writing 2013 upgrades, such as non-coded customizations. The tool will also save time and effort when migrating segmented content; the segmented content can be mapped once and re-run or scheduled for subsequent migration.

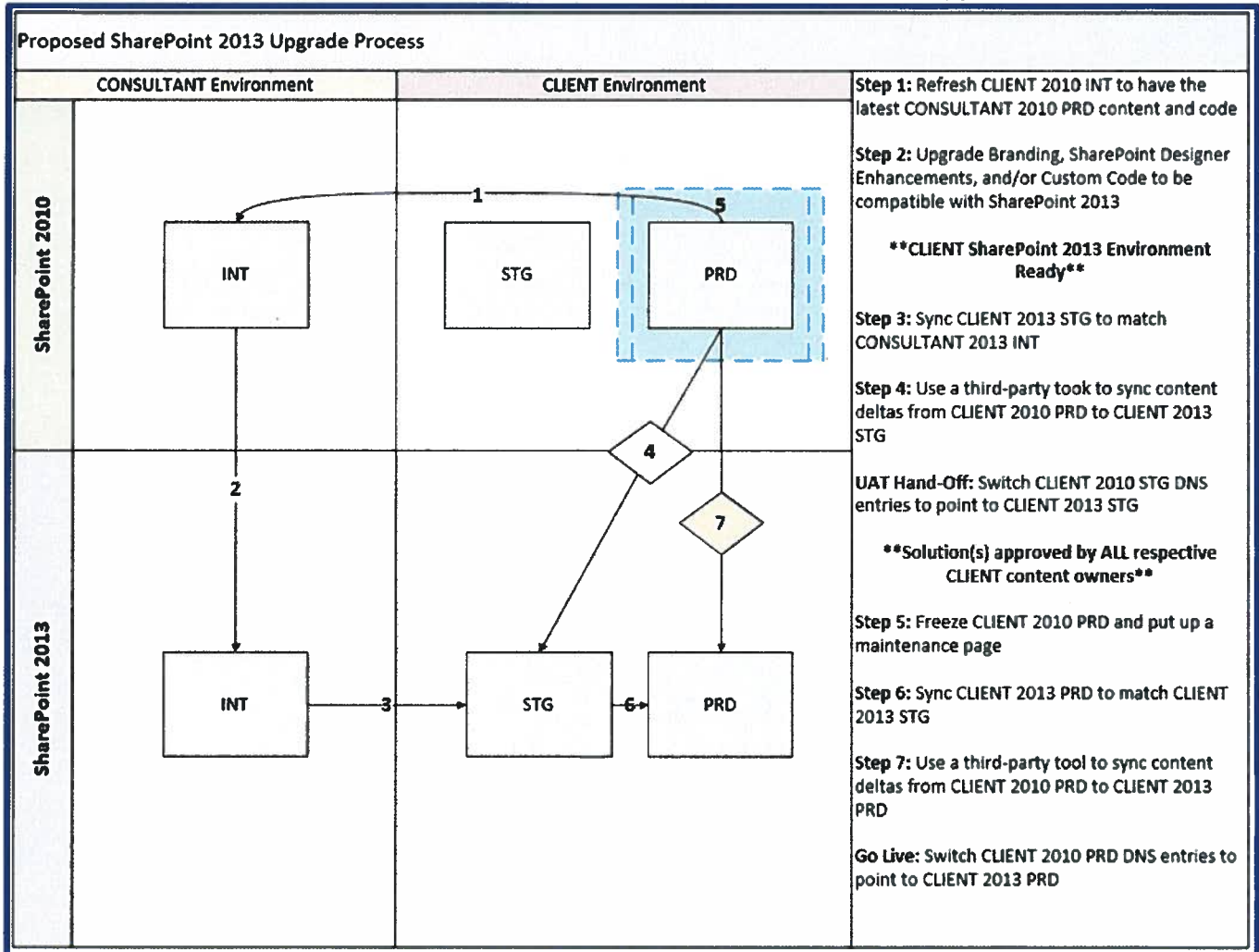
See Appendix F for the Detailed Project Plan.





6.10.2 EXAMPLE OF A SHAREPOINT 2013 MIGRATION DIAGRAM

Below is an example of a typical migration cut over process 6SC follows for SharePoint Upgrades.





6.11 QUESTION 11.

WHAT DELIVERABLE DOCUMENTATION DO YOU PROVIDE AS PART OF YOUR UPGRADE PROCESS?

▪ ENVISIONING

- Vision/Scope Document which will contain:
 - Vision Statement
 - Goals, Objectives, Assumptions, Constraints
 - Usage Analysis
 - Requirements
 - Business
 - User
 - Operational
 - System
 - Solution Design Strategy
 - Architectural Design Strategy
 - Technical Design Strategy
- Process Flow Diagram
- Conceptual Wireframes

▪ PLANNING

- Detailed Wireframes
- Graphical Compositions
- Functional Specification Document which will contain:
 - Assumptions and Dependencies
 - Solution Design
 - Conceptual Design Summary
 - Logical Design Summary
 - Physical Design Summary
 - Security Strategy Summary
 - Installation/Setup Requirements Summary
 - Un-Installation Requirements Summary
 - Integration Requirements Summary
 - Risk Summary
- Risk Management Plan
- Master Project Schedule and Master Project Plan which will include:
 - Work Breakdown Structure
 - Individual Plans
 - Development Plan
 - Test Plan
 - Communications Plan
 - Operations Plan
 - Security
 - Availability
 - Capacity
 - Monitoring





- Performance
 - End-User Support Plan
 - Deployment Plan
 - Training Plan
 - Budget Plan
- **DEVELOPMENT**
 - Test cases to be leveraged during the STABILIZATION phase
 - Deployment and communication plan to be leveraged during the DEPLOYMENT phase
- **STABILIZATION**
 - User manual and training material(s)





6.12 QUESTION 12.

STATE ANY EXCEPTIONS TO OR DEVIATIONS FROM THE REQUIREMENTS OF THIS RFP AND THE SAMPLE PROFESSIONAL SERVICES AGREEMENT. FOR EACH EXCEPTION AND/OR SUGGESTED CHANGE, THE RESPONDENT MUST INCLUDE:

- A. THE SUGGESTED CHANGE IN THE RFP OR AGREEMENT AND SUGGESTED REWORDING OF THE CONTRACTUAL OBLIGATIONS
- B. REASONS FOR SUBMITTING THE PROPOSED EXCEPTION OR CHANGE

Assumptions/exceptions

- Project:
 - OCFA will provide 6SC with all of the appropriate building access and network access to fully support this effort
 - Some work may be done remotely and some meetings can be conducted via GotoMeeting
 - OCFA personnel to be available as required. Any project /schedule delays due to CLIENT availability, work performance or participation may result in additional costs to the project. CONSULTANT shall allow a two (2) week grace period [REDACTED]
 - OCFA are responsibly for recording and producing training videos during the knowledge transfer and training the user session(s).
 - The total duration of the project is estimated to be no more than 16 weeks.
 - OCFA will be providing the license information for [REDACTED] to 6SC, as needed for the installation to support this effort.
- Technical
 - Branding will only need to be apply to the OCFA intranet (include Search Center) and "Mysite".
 - OCFA to provide the appropriate resource(s) to do any re-coding to support their current custom SharePoint Designer actions.
 - OCFA to provide the appropriate resource(s) to do any re-coding to support their current custom InfoPath form data sources or actions.
 - OCFA will provide each solution in a WSP package for 6SC to deploy through Central Administration.
 - 6SC will not be responsible for deploying any solution(s) that the OCFA team was not able to convert during the life span of this effort.
 - If custom applications are not migrated by project completion date, any work requested of 6SC will be billed as T&M at a rate of \$185/hour.
 - Document retention is only applicable to the document center.
 - OCFA to provide 6sc with appropriate documentation on the document centers custom content types.
 - OCFA will "rack and stack" all of the appropriate servers that are require to support this effort.
 - OCFA will create all new AD Service Accounts, DNS entries, Mail servers, Exchange server changes, etc. per 6SC's recommendations.
- Servers that contain SharePoint, OWA, and SQL will have internet access to download appropriate software updates.
- 6SC will install SharePoint 2013 on any SharePoint 2013 PRODUCTION server(s) as needed to initially support this effort, not to exceed 8 servers.



- Single sign on will require OCFA group policy changes to Trusted Sites.
- Single sign on will be restricted to domain AD users. Single Sign on will only be available for users who are logged into their workstations using their Windows credentials.
- Calendar overlays will utilize SharePoint 2013's OOTB calendar overlay feature.
- User Profiles and Search are the only Service Applications with custom settings that will be migrated to SharePoint 2013.





6.13 QUESTION 13.

PLEASE PROVIDE ADDITIONAL RESPONSE TO THE OPTIONAL COMPONENTS **OCFA** HAS REQUESTED:

A. INTEGRATION WITH OFFICE 365

6SC is a Tier 3 Cloud Champion for Microsoft SharePoint Online and Microsoft Office 365. In order to have this designation, 6SC must have extensive experience in Office 365 integrations and migrations for small, mid-sized and enterprise organizations. Our team can assist the OCFA with integrating the on-premises SharePoint solution with the Office 365 instance by utilizing AD federation to enable single sign on for OCFA users who will leverage both on-premises and Office 365 solutions. Pricing can be seen in section 10.0.

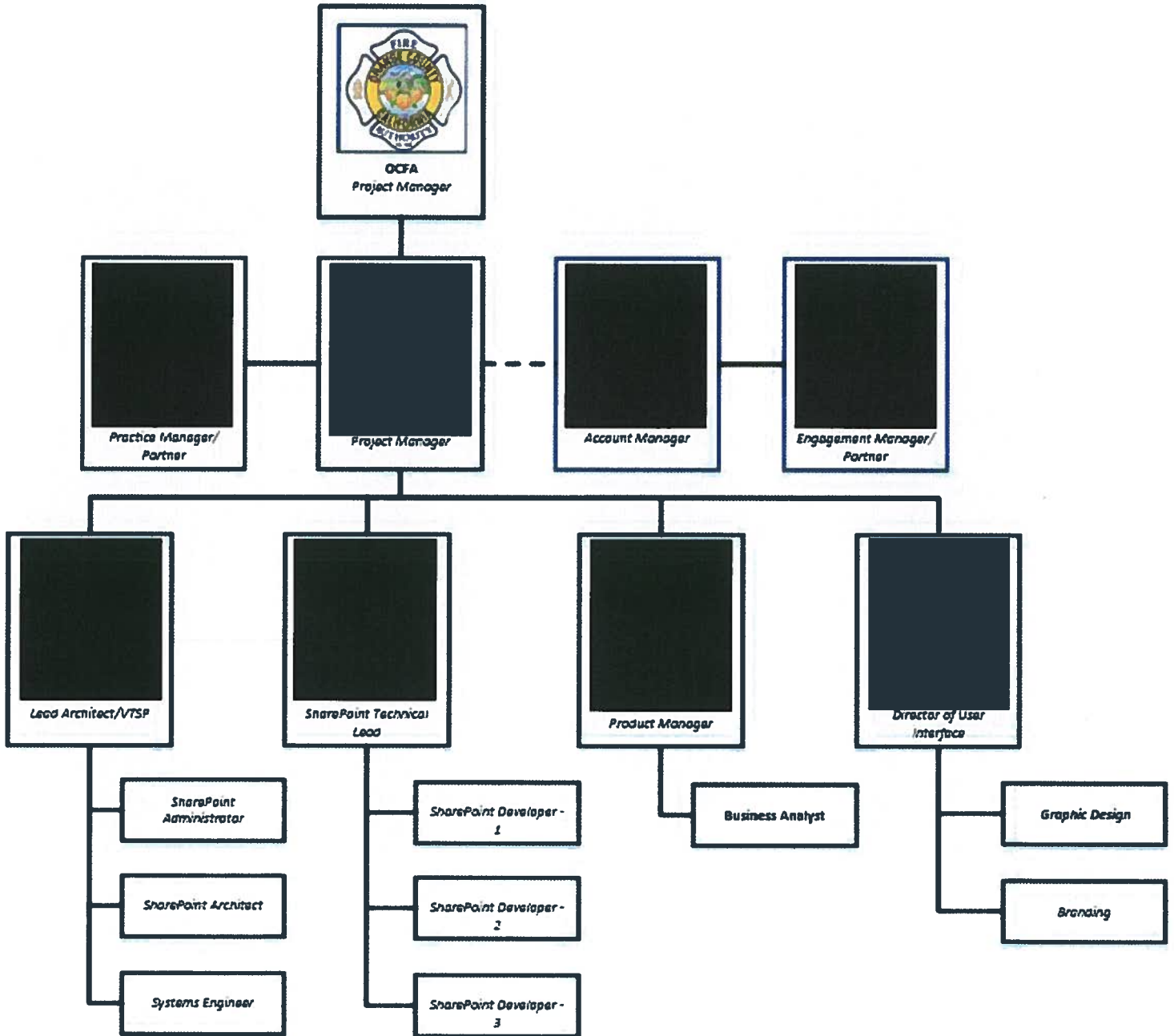
B. DESIGN OPTION – ENHANCE LOOK & FEEL, MEGA-DROPDOWN, RESPONSIVE DESIGN

In order to meet the OCFA’s requirements for sections 1.k, 2.e, 2.f (site restructuring, site navigation and site design) in the Intranet Requirements section of the RFP, 6SC proposes to include section 5 in the Intranet Requirements section of the RFP as part of the requirements that are in scope for this project. We feel strongly that to meet the expectations and requirements that the OCFA has identified and to also ensure successful user adoption, an enhanced look and feel and a custom top navigational menu must be regarded as in scope for this project.





7.0 PROJECT TEAM





7.1 PRIMARY OFFICE LOCATION OF TEAM MEMBERS

250 N. Harbor Drive, Suite 321 Redondo Beach, CA 90277

7.2 SUPPORT TEAM BIOS

7.2.1

[Redacted content for 7.2.1]

7.2.2

[Redacted content for 7.2.2]



7.2.3

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7.2.4

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7.2.5

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7.2.6

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7.2.7

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7.2.8

[Redacted content]





8.0 PARTNERSHIP STRENGTH AND VALUE-ADDED BENEFITS

6SC has a pool of SharePoint resources who are already familiar with the OCFA’s SharePoint 2007 environment, enabling them to quickly ramp up and begin supporting this effort. 6SC has worked alongside the OCFA in the past and is familiar with their current farm architecture, configuration, statistics and customizations, upgrade/migration requirements and possible post-upgrade/migration enhancements for the new, SharePoint 2013 infrastructure. As with previous projects, 6SC proposes to assume the majority of responsibility for the migration of the application while working closely with the OCFA Management and IT teams to ensure an appropriate knowledge transfer. This will further ensure success for a SharePoint 2013 migration, assuming on-going operational responsibilities for the application once migrated to SharePoint 2013. The approach is a ‘teaming’ of efforts to utilize 6SC to augment the OCFA staff with SharePoint resources for the majority of the project.

With any SharePoint migration project similar in size and complexity to the OCFA platform, Industry Best Practices suggest that the project team be composed of multi-disciplined SharePoint experts. As such, 6SC has made considerable investments in developing such a team of subject matter experts (SMEs) in SharePoint 2013 which includes but is not limited to: Business Analysts (SharePoint Power Users), SharePoint Architects, SharePoint Developers, SharePoint Administrators, SharePoint Branding Developers, Graphics Designers (for User Interface design), and Project/Engagement Managers who themselves are SharePoint Power Users. By utilizing 6SC’s team of SharePoint SMEs, the time to market for a SharePoint 2013 migration will be significantly reduced due to the additional resource allocation and support.

We encourage participation on the project from the OCFA IT team to ensure appropriate knowledge transfer. Regardless, at the close of the project, 6SC’s team will provide a complete knowledge transfer by providing training and documentation to the OCFA’s IT team. Furthermore, 6SC’s team can provide third level ongoing support if needed. The goal at the end of 6SC’s knowledge transfer is for the client to be able to run and maintain their SharePoint 2013 environment without any external assistance.





9.0 SCHEDULE/WORK PLAN

9.1 PROPOSED PROJECT TIMELINE

Please see Appendix F for Proposed Project Timeline.



10.0 OFFER/COST PROPOSAL

The pricing should include the total price proposed to accomplish all the performance and deliverables requested by the OCFA, and offered by your firm, in this RFP. See the Appendix C - Price page (page 27) included in the RFP document.

10.1 PRICING PAGE - APPENDIX C

PROPOSAL COSTS - The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. This section shall include the proposed costs and the approximate number of hours to provide the services as described in your proposal. Any additional fees outside the scope of the agreement must be approved by the OCFA in writing before commencing services for said fees.

Description	# of Hours	Cost
Phase I – Initial meetings with OCFA Staff to define the design and delivery of requirements. Produce final approved project plan and timeline	225.5	\$ 41,717.50
Phase II – Install and implement new SharePoint 2013 architecture in a VMWare environment	339	\$ 62,715.00
Phase III - Migrate and test content	771.5	\$ 142,727.50
Phase IV - Supply training materials and/or expertise to be delivered to users of the new intranet	226	\$ 41,810.00
Included - Design Option – enhance look & feel, mega dropdown, responsive design	229	\$ 42,365.00
Included - Integrate an on-premises Active Directory to Office 365 SharePoint	120	\$ 22,200.00
Other - Travel, lodging, meals, incidentals, etc.	N/A	\$ 9,634.00
Optional – Post Go Live Support/Satisfaction (<i>0.5 FTE for 1 month</i>)	80	\$ 14,800.00
	Total Cost	\$ 377,969.00

**This should be the cost to complete the project as described from start to finish.*

Provide details of what is included in the total cost listed above. Travel and incidentals should be included in the total cost.

- **Travel:** The total duration of the project is estimated to be 16-18 weeks. A total of three 6SC staff will travel to the OCFA two times per week during the entire duration of the project. Travel expenses include travel time, travel related expenses and mileage.
- **Post Go Live Support:** 6SC recommends as a Best Practice that the OCFA include 30 days of support upon project completion, utilizing a 1.5 full time equivalent 6SC resource for any follow up questions, training, assistance with user adoption and overall support of the new SharePoint 2013 intranet.





Any additional information you would like OCFA to consider:

- In order to meet the OCFA's requirements for sections 1.k, 2.e, 2.f (site restructuring, site navigation and site design) in the Intranet Requirements section of the RFP, 6SC proposes to include section 5 in the Intranet Requirements section of the RFP as part of the requirements that are in scope for this project. We feel strongly that to meet the expectations and requirements that the OCFA has identified and to also ensure successful user adoption, an enhanced look and feel and a custom top navigational menu must be regarded as in scope for this project.

Estimated time to complete project:

- The estimated duration of the entire project from start to finish is 16-18 weeks.

Term of Offer:

- It is understood and agreed that this offer may not be withdrawn for a period of **one hundred & twenty days (120)** from the Proposal Submittal Deadline, and at no time in case of successful Offeror. This offer extends through 2/28/2014.





APPENDIX D - CERTIFICATION OF PROPOSAL

In responding to **RFP DC1886 for SharePoint Upgrade from 2007 to 2013**, the undersigned Offeror(s) agrees to provide services for OCFA per the specifications. Offeror further agrees to the terms and conditions specified herein the following terms and conditions that are a part of this proposal and any resulting contract. If there are any exceptions they must be stated in an attachment included with the offer.

- A. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to legally bind the Offeror to the Contract. Signature below verifies that the Offeror has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.
- B. The submission of the offer did not involve collusion or other anti-competitive practices.
- C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
- D. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
- E. The Offeror complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion.

Independent Price Determination: I certify that this offer is made without prior understanding, arrangement, agreement, or connection with any corporation, firm or person submitting an offer for the same services, and is in all respects fair and without collusion or fraud. I certify that I have not entered into any arrangement or agreement with any Orange County Fire Authority public officer. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this offer and certify that I am authorized to sign this agreement for the offeror.





TO THE ORANGE COUNTY FIRE AUTHORITY:

The Undersigned hereby offers and shall furnish the services in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as fully set forth herein. The representations herein are made under penalty of perjury.

6th Street Consulting

Name of Firm

250 N. Harbor Drive, Suite 321

Address

Redondo Beach

California

90277

City

State

Zip

9/17/2013

Signature of Person Authorized to Sign

Date

Printed Name

Engagement Manager/Partner

Title





NC4 Street Smart arms cops with real-time information to help them solve crimes faster

PARTNER:
NC4 and 6th Street Consulting (joint partnership)

WEBSITE:
www.nc4.us
www.6sc.com

COUNTRY OR REGION:
United States

PARTNER TYPE:
NC4: Independent Software Vendor and IT Services Consultants
6SC: IT Services Consultants

COMPETENCIES:
Gold:
Application Development

Silver:
Collaboration and Content

Awards:
2013 Microsoft Collaboration and Content Partner of the Year

2010 Public Safety & National Security Partner of the Year Finalist

2005 Information Worker Solutions Sales and Marketing Partner of the Year

CHALLENGE

NC4, a Microsoft Gold Partner based in El Segundo, California, creates situational readiness management solutions for both the public and private sector. These solutions expedite how organizations collect, manage, share, and disseminate information, which helps them to mitigate risks, manage incidents, and securely communicate and collaborate, during major events.

In 2012, one of its law enforcement clients asked NC4 for a solution to help it increase the effectiveness of its force both during special events and in the course of everyday policing. The solution needed to allow officers to access real-time federal, state, and local crime data and unstructured data all in one easy-to-access interface.

SOLUTION

NC4 built the solution on Microsoft SharePoint Server 2010 and SQL Server 2012 and upgraded to SharePoint Server 2013 in July 2013. For the SharePoint-based framework and user interface, NC4 partnered with 6th Street Consulting (6SC), a technology consulting firm in Redondo Beach, California, that NC4 met at a Microsoft Partner Network event.

The result was NC4 Street Smart™, which launched in August 2012. It gives police critical, real-time crime data in their patrol cars to help them pinpoint crimes, patterns, and incidents in an intuitive user interface. Rather than requiring separate logons for each data source, NC4 Street Smart centralizes crime-related data in a single, SQL Server-based data store. It applies “big data” concepts and search to that data, and delivers the result through SharePoint.

“With NC4 Street Smart, officers can access databases, situation-based bulletins, police blogs, and unstructured data, in one easy-to-use, touch interface,” says Rob Wolf, Vice President of Public Safety for NC4.

The NC4 Street Smart application earned NC4 and 6SC the 2013 Microsoft Collaboration and Content Partner of the Year award.

BENEFITS

Using NC4 Street Smart helps law enforcement to:

Maximize effectiveness. NC4 Street Smart brings together real-time raw intelligence from the field and historical data, to increase officers’ situational awareness. “Technology doesn’t solve crimes; cops solve crimes,” says Wolf. “NC4 Street Smart just provides officers with information in a meaningful way so they can connect the dots faster.”

Shorten the learning curve. “We built NC4 Street Smart on SharePoint because it provides an intuitive environment that most officers are already comfortable working in,” says Wolf.

Reduce crime. In its first year of using NC4 Street Smart, the initial NC4 law enforcement client saw an 8.8 percent reduction in crime in its area.

Microsoft
Partner Network



This case study is for informational purposes only. MICROSOFT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN THIS SUMMARY. Microsoft does not imply endorsement of any partner product or service included in this document. Document published August 2013.

Exhibit "B"

Mutual Confidentiality and Non-Disclosure Agreement

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (this “**Agreement**”) is entered into as of this 9th day of December 2013, by and between Kolakowski LLC, dba 6th Street Consulting, a Nevada Limited Liability Company, with offices at 250 N. Harbor Drive, Suite 321, Redondo Beach, CA 90277, and its affiliates and subsidiaries (“**6SC**”), and the undersigned party, and its affiliates and subsidiaries (the “**Undersigned**”), with reference to the following facts:

RECITALS:

WHEREAS, 6SC and the Undersigned have exchanged or desire to exchange certain Confidential Information (as defined in Section 1) for purposes of evaluating a potential business association or transaction between 6SC and the Undersigned; and WHEREAS, in connection with the disclosure of Confidential Information of the respective disclosing party (“**Discloser**”) to the respective recipient party (“**Recipient**”), 6SC and the Undersigned desire to enter into this Agreement to preserve the confidentiality and restrict Recipient’s use of such Confidential Information;

NOW THEREFORE, in consideration of Discloser’s furnishing of Confidential Information to Recipient, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 6SC and the Undersigned agree as follows:

1. For purposes of this Agreement, “**Confidential Information**” shall mean trade secrets, proprietary information, patents, trademarks, copyrights and other intellectual property, and any and all other materials, documents and information, regardless of form and regardless of whether such is marked with the words “confidential,” “proprietary,” “trade secret” or a similar legend,

- (a) from which Discloser derives independent economic value, actual or potential (whether or not used in Discloser’s business), due to the fact that such information
 - (i) is not generally known to the public or other persons in the entertainment software product or computer industries, or
 - (ii) if generally known, is used, implemented, selected, arranged, assembled, grouped together or otherwise exploited by Discloser in such a way that is not generally known, and

(b) of which Discloser exercises reasonable efforts under the circumstances to maintain the secrecy and prohibit the unauthorized use and disclosure, of or to which Recipient has already obtained, or may obtain, knowledge or access through or as a result of viewing Discloser documents, observing or examining Discloser’s physical premises or property, or having meetings or conversations with Discloser personnel or authorized agents or representatives. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether tangible or intangible and whether or not reduced to writing): discoveries, ideas, concepts, software programs in various stages of development, prototypes, designs, drawings, patterns, plans, procedures, specifications, techniques, models, data, source code, object code, documentation, diagrams, forecasts, flow charts, research, development, processes, procedures, “know-how” and inventions, applied theories and ideas, management information systems, operations methodologies, policies and procedures, accounting practices, marketing techniques and materials, marketing and development plans, customer names and other information related to customers, price lists, pricing policies, agreements, identity of and information relating to suppliers, developers, manufacturers, licensors and distributors, and sales, financial and personnel information. Confidential Information also includes any written or recorded summary or analysis of Confidential Information prepared by Recipient and any information described above that Discloser obtains from another party and which Discloser treats as proprietary or designates as Confidential Information, whether or not owned or developed by Discloser.

2. Confidential Information shall not include any information that (a) was on or before the date Recipient obtained such information, known to Recipient; (b) was independently developed by Recipient without reference to Confidential Information received from Discloser; (c) was lawfully received from a third party who was not under an obligation of

confidentiality to Discloser; or (d) is or becomes generally known or available by publication, commercial use or otherwise through no fault of Recipient.

3. Except as may be required by court order, subpoena or lawful demand of a governmental agency, Recipient agrees (a) to hold any Confidential Information obtained by it in the strictest confidence, (b) not to directly or indirectly reveal, report, publish, disclose or transfer any Confidential Information to any person or entity (other than officers, directors, employees, agents, advisors and representatives of Recipient on a "need to know" basis who have agreed, either as a condition to employment by Recipient or otherwise, to be bound by terms and conditions substantially similar to those in this Agreement), (c) not to make copies of any Confidential Information without Discloser's prior written approval, or (d) not to utilize any of the Confidential Information for any purpose whatsoever (other than for the sole purpose of evaluating a proposed business transaction or association with Discloser). In the event Recipient receives notice that it is required to disclose Confidential Information pursuant to a court order, subpoena or lawful demand of a governmental agency, Recipient shall promptly notify Discloser of such requirement prior to making any such disclosure and provide reasonable cooperation to Discloser so that Discloser may contest the required disclosure or intervene to seek appropriate protective orders. If Recipient shall prepare any written or recorded summary or analysis of any Confidential Information, Recipient shall ensure that such summary or analysis contains a prominent legend as to the confidential nature of the summary or analysis. Recipient further agrees not to disclose to any person or entity, without Discloser's prior written consent, the existence, subject matter or terms, conditions or other facts or circumstances of any discussions or negotiations between Recipient and Discloser and will treat this entire matter as strictly confidential.

4. Each of the parties agrees that it shall treat all Confidential Information of the other party with the same degree of care as it accords to its own Confidential Information, and each of the parties represents that it exercises at least reasonable care to protect and maintain the confidentiality of its own Confidential Information.

5. All rights, title and interest, including all intellectual property and proprietary rights, in and to any Confidential Information obtained by Recipient from Discloser pursuant to this Agreement, and all copies thereof, shall be and remain the sole and exclusive property of Discloser. Recipient hereby assigns, transfers and conveys, and agrees to assign, transfer and convey, to Discloser all rights, title and interest, if any, that Recipient may obtain or have in and to any summary or analysis of Discloser's Confidential Information prepared by Recipient hereunder. All of Discloser's Confidential Information, and any copies, summary or analysis thereof, shall be promptly returned by Recipient to Discloser upon Discloser's request.

6. Because of the unique nature of the Confidential Information, Recipient understands and agrees that Discloser will suffer irreparable harm in the event that Recipient fails to comply with the provisions of this Agreement and that monetary damages will be inadequate to compensate Discloser for such breach. Accordingly, the undersigned agrees that Discloser will, in addition to any other remedies available to it at law or in equity, be entitled to injunctive and other equitable relief to enforce the terms of this Agreement and to prevent any actual, potential or threatened violation of this Agreement by Recipient. Recipient expressly agrees that it shall bear all costs and expenses, including attorneys' fees and costs, incurred by Discloser in enforcing the provisions of this Agreement. Recipient shall indemnify, defend and hold harmless Discloser from and against any and all claims, damages, liabilities, losses and expenses (including attorneys' fees and costs) arising out of or relating to Recipient's breach of any of the terms or conditions of this Agreement.

7. Each party's obligations under this Agreement shall continue in perpetuity, subject to the exceptions contained herein.

8. This Agreement shall be governed by the applicable laws of the State of California and the undersigned expressly submits to jurisdiction and venue of the State and Federal courts located in Los Angeles County, California, USA. This Agreement contains the entire and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written. This Agreement may not be amended or modified except in a writing signed by both parties.

This Agreement shall be binding on the party's successors and assigns.

**ACCEPTED AND AGREED TO: 6SC:
Kolakowski LLC dba 6th Street Consulting**

**THE UNDERSIGNED:
Orange County Fire Authority**

By: 

By: _____

Name: Huy Nguyen

Name: _____

Title: Engagement Manager/Partner

Title: _____



MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

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1. For purposes of this Agreement, "**Confidential Information**" shall mean trade secrets, proprietary information, patents, trademarks, copyrights and other intellectual property, and any and all other materials, documents and information, regardless of form and regardless of whether such is marked with the words "confidential," "proprietary," "trade secret" or a similar legend,

- (a) from which Discloser derives independent economic value, actual or potential (whether or not used in Discloser's business), due to the fact that such information
 - (i) is not generally known to the public or other persons in the entertainment software product or computer industries, or
 - (ii) if generally known, is used, implemented, selected, arranged, assembled, grouped together or otherwise exploited by Discloser in such a way that is not generally known, and

(b) of which Discloser exercises reasonable efforts under the circumstances to maintain the secrecy and prohibit the unauthorized use and disclosure, of or to which Recipient has already obtained, or may obtain, knowledge or access through or as a result of viewing Discloser documents, observing or examining Discloser's physical premises or property, or having meetings or conversations with Discloser personnel or authorized agents or representatives. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether tangible or intangible and whether or not reduced to writing): discoveries, ideas, concepts, software programs in various stages of development, prototypes, designs, drawings, patterns, plans, procedures, specifications, techniques, models, data, source code, object code, documentation, diagrams, forecasts, flow charts, research, development, processes, procedures, "know-how" and inventions, applied theories and ideas, management information systems, operations methodologies, policies and procedures, accounting practices, marketing techniques and materials, marketing and development plans, customer names and other information related to customers, price lists, pricing policies, agreements, identity of and information relating to suppliers, developers, manufacturers, licensors and distributors, and sales, financial and personnel information. Confidential Information also includes any written or recorded summary or analysis of Confidential Information prepared by Recipient and any information described above that Discloser obtains from another party and which Discloser treats as proprietary or designates as Confidential Information, whether or not owned or developed by Discloser.

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confidentiality to Discloser; or (d) is or becomes generally known or available by publication, commercial use or otherwise through no fault of Recipient.

3. Except as may be required by court order, subpoena or lawful demand of a governmental agency, Recipient agrees (a) to hold any Confidential Information obtained by it in the strictest confidence, (b) not to directly or indirectly reveal, report, publish, disclose or transfer any Confidential Information to any person or entity (other than officers, directors, employees, agents, advisors and representatives of Recipient on a "need to know" basis who have agreed, either as a condition to employment by Recipient or otherwise, to be bound by terms and conditions substantially similar to those in this Agreement), (c) not to make copies of any Confidential Information without Discloser's prior written approval, or (d) not to utilize any of the Confidential Information for any purpose whatsoever (other than for the sole purpose of evaluating a proposed business transaction or association with Discloser). In the event Recipient receives notice that it is required to disclose Confidential Information pursuant to a court order, subpoena or lawful demand of a governmental agency, Recipient shall promptly notify Discloser of such requirement prior to making any such disclosure and provide reasonable cooperation to Discloser so that Discloser may contest the required disclosure or intervene to seek appropriate protective orders. If Recipient shall prepare any written or recorded summary or analysis of any Confidential Information, Recipient shall ensure that such summary or analysis contains a prominent legend as to the confidential nature of the summary or analysis. Recipient further agrees not to disclose to any person or entity, without Discloser's prior written consent, the existence, subject matter or terms, conditions or other facts or circumstances of any discussions or negotiations between Recipient and Discloser and will treat this entire matter as strictly confidential.

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5. All rights, title and interest, including all intellectual property and proprietary rights, in and to any Confidential Information obtained by Recipient from Discloser pursuant to this Agreement, and all copies thereof, shall be and remain the sole and exclusive property of Discloser. Recipient hereby assigns, transfers and conveys, and agrees to assign, transfer and convey, to Discloser all rights, title and interest, if any, that Recipient may obtain or have in and to any summary or analysis of Discloser's Confidential Information prepared by Recipient hereunder. All of Discloser's Confidential Information, and any copies, summary or analysis thereof, shall be promptly returned by Recipient to Discloser upon Discloser's request.

6. Because of the unique nature of the Confidential Information, Recipient understands and agrees that Discloser will suffer irreparable harm in the event that Recipient fails to comply with the provisions of this Agreement and that monetary damages will be inadequate to compensate Discloser for such breach. Accordingly, the undersigned agrees that Discloser will, in addition to any other remedies available to it at law or in equity, be entitled to injunctive and other equitable relief to enforce the terms of this Agreement and to prevent any actual, potential or threatened violation of this Agreement by Recipient. Recipient expressly agrees that it shall bear all costs and expenses, including attorneys' fees and costs, incurred by Discloser in enforcing the provisions of this Agreement. Recipient shall indemnify, defend and hold harmless Discloser from and against any and all claims, damages, liabilities, losses and expenses (including attorneys' fees and costs) arising out of or relating to Recipient's breach of any of the terms or conditions of this Agreement.


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8. This Agreement shall be governed by the applicable laws of the State of California and the undersigned expressly submits to jurisdiction and venue of the State and Federal courts located in Los Angeles County, California, USA. This Agreement contains the entire and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written. This Agreement may not be amended or modified except in a writing signed by both parties.

This Agreement shall be binding on the party's successors and assigns.

ACCEPTED AND AGREED TO: 6SC:
Kolakowski LLC dba 6th Street Consulting

THE UNDERSIGNED:
Orange County Fire Authority

By: 

By: _____

Name: Huy Nguyen

Name: _____

Title: Engagement Manager/Partner

Title: _____

Exhibit "C"

**Proposed Project Timeline
(Proposal Appendix "F")**

