

Mexican American Opportunity Foundation Empowering Families from Child to Senior

# Request For Proposal (RFP) RFP 25-001

# Microsoft 365 A3 Licenses

July 15, 2025

Mexican American Opportunity Foundation (hereinafter alternately "MAOF"), operated under a nonprofit agency, is seeking bids from a qualified **Vendor** with expertise in providing Microsoft licenses for our entire organization trough a competitive bid process.

This process requires Contractors to submit a proposal that includes a complete bid for the "Scope of Work" outlined below in Exhibit-A (SOW).

The CLOSING for this **RFP 25-001** is **July 29, 2025, at 4 pm** (PST). All correspondence regarding this request shall be submitted in writing to <u>Procurement@maof.org</u>. To download this RFP, Proposers must go to the webpage: <u>www.maof.org</u>, under the About Section/Click Procurement to look for the RFP. Proposals must be received by MAOF no later than July 29, 2025. <u>Electronic responses to the proposal are acceptable</u>: Please submit the proposal in referencing: "**RFP No. 25-001**, **Microsoft 365 A3 licenses**" on the outside of the envelope.

Proposals received after the deadline will be automatically disqualified. For physical mailing address, please courier or deliver to:

Mexican American Opportunity Foundation (MAOF) Attn: Procurement Department 401 N. Garfield Avenue Montebello, CA 90640 T: 323-278-3600

To request this RFP bidding packet, please contact Procurement Department at Procurement@maof.org.

Respectfully,

MAOF Procurement Department

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# Introduction

The Mexican American Opportunity Foundation (MAOF) is a nonprofit, community-based organization established in 1963 to serve disadvantaged individuals and families in the Los Angeles area. MAOF is the largest Latino-oriented family services organization in the United States. It has achieved this status by providing high-quality social services and programs to those communities where the need is the greatest.

**Mission Statement:** "The mission of the Mexican American Opportunity Foundation (MAOF) is to provide for the socio-economic betterment of the greater Latino community of California while preserving the pride, values, and heritage of the Mexican American culture. This is accomplished through programs in early childhood education and family services, job training, and senior lifestyle development throughout the multi-cultural communities served by MAOF." MAOF is joined in this mission by government agencies, public and private foundations, and Corporate America.

#### 1.0 GENERAL INFORMATION

- A. **Purpose.** The MAOF is soliciting proposals from interested parties to facilitate the purchase of licenses for 1 year.
- B. **Definition.** For this RFP and the resulting Contract, the following terms shall mean:

"**Agency**" means the MAOF, the Agency, boards, and any political subdivisions making purchases from the Contract as permitted by this RFP.

"Contract" means the Contract(s) entered into with the successful Respondent(s).

"General Terms and Conditions" means the General Terms and Conditions for Service Contract as referenced on the RFP cover page.

"Proposal" means the Respondent's proposal submitted in response to the RFP.

"**Respondent**" means the company, organization or other business entity submitting a proposal in response to this RFP.

"**Responsible Respondent**" means a Respondent that has the capability in all material respects to perform the scope of work and specifications of the Contract. In determining whether the Respondent is a Responsible Respondent, the Agency may consider various factors, including, but not limited to, the Respondent's competence and qualifications to provide the goods or services requested, the Respondent's integrity and reliability, the past performance of the Respondent, and the best interest of the Agency.

"Responsive Proposal" means a Proposal that complies with the material provisions of this RFP.

"**RFP**" means Request for Proposals and any attachments, exhibits, schedules, or addenda hereto.

C. **Overview of the RFP Process,** This RFP is designed to provide Respondents with the information necessary to prepare competitive Proposals. The RFP process is for the Agency's benefit and intends to provide the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive, and each Respondent is responsible for determining all factors necessary to submit a comprehensive Proposal.

The Agency intends to evaluate Proposals from all Respondents that submit timely responsive proposals and award the Contract following the evaluation and selection criteria provided in this RFP.

# 2.0 STATEMENT OF WORK

See Exhibit-A, page 11.

# 3.0 PROPOSAL REQUIREMENTS & CONTENTS

#### **GENERAL REQUIREMENTS:**

## A. The PROPOSAL must identify the following:

- All Inclusive pricing for a total of one thousand Microsoft 365 A3 Licenses.
- Options for continued engagement with the vendor through implementation; all proposals must include a 1-year follow-up opportunity.
- Comprehensive (all-inclusive) grand total.
- Proposed project timeline.

# B. The CONTENTS FOR PROPOSALS In order for proposals to be considered, they must include the following:

- a) Cover sheet with firm name, contact person, title of contact person, email address, phone number, and mailing address.
- b) Description of facilitator/facilitator's firm.
- c) Organizational Structure of firm and details about those responsible for the project.
- d) References for two individuals/organizations the facilitator has worked with in the past that could be contacted by MAOF and a description of expertise or experience working with similar organizations.
- e) Overview of proposed approach to manage the strategic planning process. This section should include information requested in Exhibit-B.
- f) Budget must include all fees, preparation of deliverables, printing, etc.
- C. Complete and return rate worksheet, EXHIBIT-B as proposed, along with other documentation and references.
- D. Proposals, including rate worksheet ID shall be submitted via email marked: "RFP NO. 25-001, Microsoft 365 A3 Licenses" or via courier to:

PLEASE DELIVER TO:

Mexican American Opportunity Foundation (MAOF) Attn: Procurement Department 401 N. Garfield Avenue Montebello, CA 90640 T: 323-278-3600 Procurement@maof.org

DEADLINE FOR SUBMISSION: All proposals are due by Tuesday, July 29, 2025, at 4 pm. Any bid received at the designated location after the required time and date specified for receipt shall be considered late and non-responsive. Any late proposals will not be considered and evaluated.

## 4.0 CRIMINAL BACKGROUND CHECK

If applicable, MAOF can require the awarded Contractor to provide the following for their team members assigned to each MAOF location:

Criminal background check for each team member performing services;

#### 5.0 INVOICING/BILLING

Invoice of Microsoft 365 A3 Licenses shall be sent to our headquarter office addressed to "ACCOUNTS PAYABLE DEPT". Payment for services rendered will be made 30 calendar days from date of submitting invoice (NET30).

## 6.0 INQUIRIES

Questions regarding this RFP are to be submitted to Procurement@maof.org with "RFP No. 25-001, Microsoft 365 A3 Licenses" in the subject line. Questions regarding this RFP will only be accepted by email.

## 7.0 HOLD-HARMLESS AND INDEMNIFICATION

The successful Contractor shall be liable for any injury, damage, or loss occasioned by negligence or omission of the successful Contractor, its agents, or any other person the successful Contractor has designated to visit MAOF property and shall indemnify and hold harmless the Board, its officers, employees, agents, volunteers from any liability arising in the performance of this Contract. The Contractor's obligation under this section shall not extend to any.

## 8.0 CONFIDENTIALITY

8.1 **Confidential Information.** Under this Agreement, "Confidential Information" refers to any Information of a Party ("Disclosing Party") that has been disclosed to the other Party ("Receiving Party"), which is designated in writing as confidential, proprietary, or secret or under the context of its disclosure ought to reasonably be considered as confidential. Personal information includes, but is not limited to, all information concerning a Party's existing business, business systems, business plans and information systems, trade secrets, prices, and pricing information.

8.2 **Use of Confidential Information**. Each Party will comply with all laws and regulations for the use, transmission, storage, disclosure, or destruction of Confidential Information. Both Parties agree to hold the other Party's Confidential Information in strict confidence. The Contractor agrees not to use Company's Confidential Information in any way except as expressly permitted by or required to achieve the purposes of this Agreement, and the company agrees to use Contractor's Confidential Information solely to perform the Services. Both Parties agree to use all reasonable efforts to protect against unauthorized use or distribution of Confidential information, and the Receiving Party agrees to use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the Disclosing Party as the Disclosing Party uses to protect its own Confidential Information. The Receiving Party further agrees not to disclose or permit any third-party access to the Disclosing Party's Confidential Information, except such disclosure or access will be permitted in order to perform the Services provided under this Agreement. Each Party agrees to ensure that its employees, agents, representatives, and contractors are advised of the confidential nature of the Confidential Information and are precluded from taking any action prohibited under this Agreement.

# 9.0 GENERAL TERMS AND CONDITIONS

#### 1. Additions and Deletions of Service:

MAOF reserves the right to add and delete goods or services to any contract with the Contractor. Should a requirement be deleted, payment to the Contractor shall be reduced proportionally to the amount of service reduced following the bid price. Should additional services be required from the Contract, prices for such additions will be negotiated between the Contractor and MAOF.

## 2. Termination of Contract:

**2.1** MAOF may also terminate this Contract in the event that the project is permanently abandoned, as determined in the sole discretion of MAOF. MAOF may terminate the Contract in whole or in part whenever MAOF determines, in its sole discretion, that such termination is in the interest of MAOF. Whenever the Contract is terminated following this paragraph, the Contractor (s) shall be entitled to payment for actual work performed at unit contract prices for completed work items. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include a provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Contract by MAOF at any time during the term, whether for default or convenience, shall not constitute a breach of Contract by MAOF.

**2.2** In addition, either Party may terminate the Contract if the other Party breaches any of its duties and obligations under this Contract and fails to cure such breach within thirty (30) days after receiving notice specifying the breach. MAOF reserves the right to terminate without warning in the event of a critical and material breach of the Contract.

## 3. Licenses:

By submitting a proposal, the proposer certifies that it has procured and shall maintain in full force all permits and state bar licenses required to conduct its business lawfully and that it shall remain informed of and in compliance with all federal and local laws, ordinances, and regulations that affect in any manner contractor's fulfillment of the Contract.

# 4. Anti-Kickback Provision:

This Contract is subject to the provisions of the AntiKickback Enforcement Act of 1986. By agreeing to this binding Agreement, the transacting parties (1) certify that they have not paid kickbacks directly or indirectly to any employee of MAOF for the purpose of obtaining this or any other agreement, purchase order, or Contract from MAOF and (2) agree to cooperate fully with any Federal Agency investigating a possible violation of the Act.

# 5. Non-Collusion/Fraud:

By submitting a proposal, the proposer warrants and certifies that neither the proposer nor its employees or associates have contacted any unauthorized UPO employee, officer, or elected official regarding the contents of this solicitation or the solicitation process. Proposer further warrants and certifies that neither the proposer nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in response to this solicitation. Suppose at any given time, it is found that the proposer or its employees or associates have, in the presenting of its proposal, colluded with any other party or parties to prevent or restrict free competitive bidding. In that case, its proposal shall be immediately rejected. Any contract awarded prior to MAOF's discovery of proposer's collusion shall be terminated, and the proposer shall be liable for all damages sustained by MAOF due to the proposer's collusion.

# 6. Equal Opportunity:

The proposer agrees not to discriminate against any employee or applicant for employment on Account of any services or activities made possible by or resulting from this RFP on the grounds of actual or perceived sex, race, color, religion, national origin, age, marital status, disability, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, source of income, place of residence or business, veteran status or any other characteristic protected under federal or District law. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination, or suspension in whole or in part of the Agreement by MAOF, which may result in ineligibility for further MAOF contracts. At all times in the proposal and contract process, the proposer shall comply with all applicable MAOF, CA, and Federal Anti-Discrimination Laws, Rules, Regulations, and Requirements.

# 7. Right to Audit:

MAOF shall have the right to audit all invoices submitted by the Contractor. The organization shall have the right to audit all relevant data based on the Contractor's fees.

# 8. Informal Communication:

From the date of receipt of this RFP by each proposer and until a binding contractual agreement exists with the awarded Contractor and all other proposers have been notified, or when MAOF rejects all proposals, informal communications regarding this procurement shall cease. There shall be no requests from proposers to any Office or Department at MAOF except contact for information, comments, etc., and they shall be emailed.

# 9. Formal Communication:

From the date of receipt of this RFP by each proposer and until a binding contractual agreement exists with the selected Contractor and all other proposers have been notified, or when MAOF rejects all proposals, all communications between MAOF and the proposers will be formal emails.

# 10. Costs Incurred:

The proposer's sole responsibility shall assume any costs incurred by proposers in preparing or submitting a proposal or subsequent oral presentation demonstration.

# 11. Minority/Women-Owned Business Enterprises:

Pursuant to Federal Acquisition Regulations and MAOF's procurement policy, MAOF may offer contracting opportunities to small and minority firms, women's business enterprises, and labor surplus area firms to the extent possible.

# 12. Federal, State, and Local Taxes:

MAOF is not exempt from State and federal taxes. Such applicable taxes shall be included in quoted prices, but also if any taxes are known to be borne by the Contractor to apply, they shall be shown separately. If not so shown, they shall be considered an expense of the proposer and deemed a part of the quoted prices.

# 13. Payment Terms:

Preferred invoice payment terms will be 30 calendar days from the date of invoice. If there is a discrepancy between the order and the invoice, payment terms shall be practical starting when the discrepancy is resolved. Monies due or to become due to the Contractor under the Contract may be retained by MAOF as necessary to satisfy any outstanding claim that MAOF may have against

the Contractor. At any time or times before final payment and three years thereafter, MAOF may have the Contractor's invoices or vouchers, and statement of cost audited.

#### 14. Indemnification:

The Contractor shall indemnify, protect, defend, and hold harmless MAOF, its directors, officers, employees, and representatives from and against any claims arising from or connected with: (1) any alleged or actual breach by the Contractor or (2) any act or omission by the Contractor and only to the extent such claim arises by negligence or intentional misconduct or as may be allowed under applicable law. Monies due or to become due to the Contractor under the Contract may be retained by MAOF as necessary to satisfy any outstanding claim that MAOF may have against the Contractor.

#### 15. Insurance:

If applicable, Contractor shall, at all times, at its own expense, obtain and carry comprehensive liability insurance, including errors and omissions coverage, property damage insurance, and workers' compensation insurance in adequate amounts. The Contractor shall keep such insurance in full force for the duration and term of this Agreement. All certificates of insurance or evidence of insurance must contain a ten(10) business day written notice of any cancellation, change, or termination of coverage. The insurance required shall be obtained from the insurance company(ies) licensed to do business in the State of California and shall be kept in full force for 90 days after the last payment under the Contract.

- ✓ Workers' Compensation Insurance provides statutory limits in the State of California.
- ✓ Business Automobile Liability Insurance with a minimum of \$1,000,000 per occurrence.
- Commercial General Liability Insurance coverage with a minimum of \$1,000,000 per occurrence / \$2,000,000 aggregate limit. The Contractor shall provide immediate notice in the event there is any change of insurance or that it has reached the insurance limits due to claims made.

#### 16. RFP Addendum:

In the event that it becomes necessary to revise this RFP, in whole or in part, an addendum will be posted on the MAOF website: WWW.MAOF.ORG.

#### 17. Completed Proposals:

A proposer may submit no more than one (1) proposal in response to this RFP. The proposal shall be completed and signed by an individual who is authorized to bind the firm submitting the proposal.

#### **18.** Withdrawal of Bids:

At any time prior to the hour and date set for submitting proposals, a proposer may withdraw the proposal. This will not preclude another proposal's submission before the deadline for submitting the bid. After the scheduled time and date for submitting proposals, a proposer will be permitted to withdraw the bid if the award is delayed for a period exceeding 60 days.

## 19. Receipt and Opening of Proposals:

Proposers are responsible for ensuring their bid is delivered to MAOF by the scheduled date and time. Only those bids received promptly, as outlined in this RFP, will be considered. Proposals received after the date and hour designated are automatically disqualified and will not be considered; late bids will be dated, marked as received late, and placed unopened in the bid file. Proposers must pay particular attention to ensure the proposal is properly addressed. MAOF is only responsible if the proposal reaches the destination specified by the appointed date and time.

#### 20. Contract Award Notification:

When the evaluation process of the proposals is completed, the selected proposer will be formally notified by mail or email. Other notifications will not be honored and should not be considered as a valid offer of award.

## **21.** By submitting a proposal:

The proposer represents that:

- a. The proposer has read and understands the RFP and submits the response in accordance therewith.
- b. The proposer possesses the capabilities, equipment, and professional personnel necessary to provide an efficient and successful service as required by MAOF.
- c. The proposer has all the required licenses and insurance during the duration of the contract terms.

## 22. Other claims:

No claim will be allowed for additional compensation or time for completion based on a lack of knowledge or lack of understanding of any part of the RFP.

## 10.0 SERVICE LOCATION(S)

MAOF Headquarters 401 N Garfield Ave Montebello, CA 90640

# EXHIBIT-A STATEMENT OF WORK (SOW)

Microsoft 360 A3 Licenses, RFP No. 25-001

# **STATEMENT OF WORK**

The Mexican American Opportunity Foundation (MAOF) is seeking qualified vendors to submit bids for the provision of **QTY 1,000** - **Microsoft 365 A3 Licenses**. As a non profit organization, our goal is to equip our team with the tools they need to serve our community more effectively. Access to Microsoft 365 A3 will enhance our productivity, collaboration, and overall impact. Vendors with experience supporting nonprofit organizations are especially encouraged to participate. Please provide detailed pricing, Licensing terms and any available nonprofit discounts or value-added services in your submission.

QTY- 1,000 - Microsoft 365 A3 licenses

# EXHIBIT-B RATE WORKSHEET Microsoft 365 A3 Licenses, RFP No. 25-001 (Must be completed and returned to MAOF)

QTY 1,000 licenses

\$\_\_\_\_\_ All Inclusive price

**NOTE:** Proposal shall be <u>ALL</u> inclusive of a non-federal match (NFM) contribution.

Non-Federal Match: That portion of the total costs of the program provided by the non-federal entity in the form of in-kind donations or cash match received from third parties or contributed by the agency. In-kind contributions must be provided, and cash expended during the project period along with federal funds to satisfy the matching requirements.

# APPENDIX – A VENDOR IDENTIFICATION

Microsoft 365 A3 Licenses, RFP NO. 25-001 (Must be completed and returned to MAOF)

Firm/Individual's Name:			
Doing Business As (DBA):			
Company Federal ID# or Social Security No.:			
Address:			
Remit To Address:			
Telephone:			
Fax:			
Email:			
Web address:			
Main Contact Person:			
Person responsible for response (if different):			
Print Name	Title	Authorized Signature	Date