January 26, 2009

Dear Prospective Applicant:

First 5 LA is issuing this Request for Qualifications (RFQ) to select an applications and software assurance vendor to provide Microsoft licensing products such as Microsoft Servers, Microsoft Windows, Microsoft Office, Microsoft Exchange and all other Microsoft products. Applicants responding to this RFQ must have the qualifications, experience and demonstrated success in providing such licenses.

Qualified parties should submit information sufficient to support their qualifications to perform this service base on the list of product requirements attached. First 5 LA reserves the right to request additional information and/or to begin negotiating with the most qualified bidder.

Please submit two (2) proposal copies in a sealed envelope no later than 5:00 pm on Friday, February 06, 2009. Envelopes should be addressed as follows:

Evelyn V. Martinez  
Executive Director  
First 5 LA  
750 N. Alameda Street, Suite 300  
Los Angeles, CA 90012

ATTN: Applications & Software Assurance Vendors

Responses must be either mailed or hand delivered. Mailed proposals must also be received by the by 5:00 pm on Friday, February 06, 2009. Submissions will not be accepted electronically or via facsimile.

For additional information or further questions, please contact Tu Phung, IT Manager, at 213.482.9374 or tphung@first5la.org.

Thank you for your dedication to children and families and for supporting the vision and mission of First 5 LA.

Sincerely,

Evelyn V. Martinez  
Executive Director

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A public entity
Applications & Software Assurance Vendors
REQUEST FOR QUALIFICATIONS (RFQ)

Los Angeles County Children and Families First – Proposition 10 Commission (aka First 5 LA)
RELEASE DATE: January 26, 2009
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I. TIMELINE FOR SELECTION PROCESS

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFQ Released</td>
<td>January 26, 2009</td>
</tr>
<tr>
<td><strong>Application Due:</strong></td>
<td></td>
</tr>
<tr>
<td>- 1 original</td>
<td></td>
</tr>
<tr>
<td>- 1 copies</td>
<td></td>
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<tr>
<td>- 1 CD containing all materials</td>
<td>February 6, 2009 by 5:00 p.m.</td>
</tr>
<tr>
<td>Applicant Review Process</td>
<td>Week of February 9th</td>
</tr>
<tr>
<td>Contractor(s) Selected/Notified</td>
<td>February 13th</td>
</tr>
<tr>
<td><strong>Contract Start Date(^1)</strong></td>
<td>February 16(^{th}), 2009</td>
</tr>
</tbody>
</table>

All questions and requests for additional information regarding this RFQ must be received in writing by First 5 LA via mail, fax, or email before 5 p.m. on Friday, February 06, 2009. First 5 LA reserves the sole right to determine the timing and content of the responses to all questions and requests for additional information.

Questions and information requests can be submitted to:

Tu Phung  
IT Manager  
First 5 LA  
750 N. Alameda Street, Suite 300  
Los Angeles, CA 90012

tphung@first5la.org

\(^1\) Note: While it is First 5 LA's desire to execute the Contract for a February 16\(^{th}\), 2009 start date, all dates are subject to change at First 5 LA's sole discretion.
BACKGROUND

First 5 LA -- “Champions for Our Children”

In 1998, California voters passed Proposition 10, which levied a 50-cent per pack tax on all tobacco products. The resulting tax revenues were earmarked for the creation of a comprehensive system of information and services to advance early childhood development and school readiness within each county in California. In Los Angeles County, First 5 LA was formed as a public entity to develop and oversee various early childhood initiatives and to manage the funding from Proposition 10. To address the needs of communities, in 2004 the Commission adopted The Next Five Strategic Plan (FY 2004-2009), focusing on the goal areas of Early Learning, Health and Safety. Since 1998, First 5 LA has invested over $800 million to support initiatives in these areas. Additional information regarding First 5 LA can be found at http://www.first5la.org/.

II. ELIGIBILITY

First 5 LA is issuing this Request for Qualifications (RFQ) to select an applications and software assurance vendor to provide Microsoft licensing products such as Microsoft Servers, Microsoft Office, Microsoft Exchange and all other Microsoft products. Applicants responding to this RFQ must have the qualifications, experience and demonstrated success in providing such licenses.

III. DELIVERABLES AND SCOPE OF WORK

The applications and software assurance vendor will be required to perform any and all tasks related to the licensing, media provision, software support and software assurance, including but not limited to the following:

1. Provide 130 licenses for Microsoft Office 2007 Professional Plus
2. Provide 26 licenses for Microsoft Server 2008 Enterprise with Hyper-V
3. Provide 2 licenses for Microsoft Exchange Server 2007 Enterprise
4. Provide 1 license for Microsoft SQL Server 2007 Enterprise
5. Provide 130 client access licenses for Microsoft Server 2008
6. Provide 130 client access licenses for Microsoft Exchange 2007 Enterprise 64x
7. Provide 25 client access licenses for Microsoft SQL 2008
8. Provide 50 licenses for Microsoft Visio 2007 Professional Edition
10. Provide one (1) media for Microsoft Office 2007
11. Provide one (1) media for Microsoft Server Enterprise 2008
12. Provide one (1) media for Microsoft SQL Server 2008
13. Provide one (1) media for Microsoft Exchange 2007 Enterprise Edition 64x
14. Provide one (1) media for Microsoft Visio 2007 Professional Edition

15. Provide one (1) media for Microsoft Project 2008 Professional Edition

V. TERMS OF SERVICE

Available Funding

A final budget will be negotiated once a firm or multiple firms have been selected. Funds will be granted by invoices based on services rendered and actual expenses of this RFQ not to exceed $400,000.00.

Contract Period

The contract period will be from approximately February 16, 2009 through the satisfactory completion of the assignment by June 30, 2009.

The Firm is not authorized to deliver or commence services as described in the application until written approval has been obtained from First 5 LA. Any performance of services commenced prior to the Firm obtaining an executed Contract from First 5 LA shall be considered voluntary.

Contractual Obligation

The selected firm is required by law to adhere to all contractual obligations as outlined in this document, including the First 5 LA Contract. (See Appendix 3: Sample Contract)

VI. STATEMENT OF QUALIFICATIONS

The Microsoft Software Vendor firms interested in assisting First 5 LA to provide Microsoft licenses should submit a proposal to include pricing for each item and:

1. A line item description for each product that outlines the product descriptions and functionalities.

2. A line item to include pricing for each product line descriptions.

3. Identification of key personnel proposed to work with First 5 LA including background, relevant experience, and time available to complete this project.

4. Identify detailed cost proposal to include pricing discounts or promotions for service rendered. First 5 LA will consider the lowest cost proposal bidder.

5. Provide clear and detailed descriptions of the products delivery methods.
Qualified parties should submit information sufficient to support their qualifications to perform this service. First 5 LA reserves the right to request additional information and/or to begin negotiating with the lowest responsible bidder.

Please submit two (2) proposal copies in a sealed envelope no later than 5:00 pm on Friday, February 06, 2009. Envelopes should be addressed as follows:

Evelyn V. Martinez  
Executive Director,  
First 5 LA  
750 N. Alameda Street, Suite 300  
Los Angeles, CA 90012

ATTN: Applications & Software Assurance Vendors

Responses must be either mailed or hand delivered. Mailed proposals must also be received by the by 5:00 pm on Friday, February 06, 2009. Submissions will not be accepted electronically or via facsimile.

For additional information or further questions, please contact Tu Phung, IT Manager, at 213.482.9374 or tphung@first5la.org.

Additional Required Documentation (not a part of 10 page proposal):

1. **Agency Involvement in Litigation and/or Contract Compliance Difficulties (Appendix 1):** Please read the information on the required Agency Involvement in Litigation and/or Contract Compliance Difficulties form thoroughly. An unsigned form or its omission will constitute an incomplete application and will be grounds for disqualification.

2. **Signature Authorization Form (Appendix 2):** This form is required in order to verify signature authority to enter into contractual agreement with First 5 LA. If not outlined in the applicant's Bylaws, a Board Resolution or Partnership Agreement must be submitted, as applicable, that indicates signature authority. Applicants must submit two original forms signed in blue ink.

**VII. SELECTION PROCESS AND REVIEW CRITERIA**

**Selection Process**

1. Applications will be evaluated by the Information Technology Department and the Research & Evaluation Department.

2. The applicants will be evaluated for minimum qualifications, including timely receipt of the proposal.

3. The applicant who provides clear and detailed descriptions of the products and relevant services rendered will more likely to be selected for consideration.

4. The lowest cost proposed and strong background in Microsoft Applications experience will be considered to provide services to First 5 LA.

5. The applicant who provides detail and fully understand the contractual obligations will be selected for consideration.
Selection Criteria
First 5 LA will award a Contract to one or more applicants with the expertise and qualifications outlined in the RFQ.

First 5 LA reserves the right, without prejudice, to reject any or all submitted qualifications. An appeals process is not available.

VIII. CONTRACTUAL CONSIDERATIONS

Specific contractual considerations, including but not limited to the following, apply to RFQ/RFP submission process and project implementation and to any contracts that result from the submission and implementation of the project/proposal. The contractor/vendor will need to comply will all of the provisions in the attached sample contract (See Sample Contract).

A. Conflict of Interest

The selected Contractor will be required to comply with the Commission’s Conflict of Interest provisions, as outlined in the contract, and as applicable under California Law. CONTRACTOR acknowledges that he/she/it is acting as public official pursuant to the Contract and shall therefore avoid undertaking any activity or accepting any payment, employment or gift from any third party that could create a legal conflict of interest or the appearance of any such conflict. A conflict of interest exists when one has the opportunity to advance or protect one’s own interest or private interest of others, with whom one has a relationship, in a way that is detrimental to the interest, or potentially harmful for the integrity or fundamental mission of the Commission. CONTRACTOR shall maintain the confidentiality of any confidential information obtained from the COMMISSION during the Contract and shall not use such information for personal or commercial gain outside the Contract. By agreeing to the Contract and accepting financial compensation for services rendered hereunder, CONTRACTOR agrees that he/she/it will not subsequently solicit or accept employment or compensation under any program, grant or service that results from or arises out of the funded project and related initiative(s). During the term of the Contract and for one year thereafter, CONTRACTOR will not knowingly solicit or accept employment and/or compensation from any COMMISSION collaborator or CONTRACTOR without the prior written consent of the COMMISSION.

B. Compliance

Current/Former grantees and/or contractors must be in good standing and in compliance with all aspects of their contract with the COMMISSION in order to be eligible to apply for the current Request for Proposals (RFP) and Request for Qualifications (RFQ) /BIDS/LOI’s. COMMISSION may deem an applicant ineligible if it finds in its reasonable discretion, that applicant has done any of the following, including but not limited to: (1) violated any significant terms or conditions of Grant Agreement/Contract; (2) committed any act or omission which negatively reflects on Applicant’s quality, fitness or capacity to perform services listed in RFP/RFQ with COMMISSION or any other public entity, or engaged in a pattern or practice which negatively reflects on the same; (3) committed an act or offense
which indicates a lack of business integrity or business dishonesty; or (4) made or submitted a false claim against COMMISSION or any other public entity.

C. Contract Information

1. The Commission may, at its sole discretion, reject any or all submissions in response to this RFQ/ RFP. The Commission also reserves the right to cancel this RFQ/ RFP, at its sole discretion, at any time before execution of a contract. The Commission shall not be liable for any costs incurred in connection with the preparation of any submissions in response to this RFQ/RFP. Any cover letters, résumés and/or curriculum vita, including attached materials, submitted in response to this RFQ/RFP shall become property of the Commission and subject to public disclosure.

2. The agency/organization submitting an application agrees that by submitting an application it authorizes the Commission to verify any or all information and/or references given in the application.

3. The Commission reserves the right, after contract award, to amend the resulting contract, scope of work, and any other Exhibits as needed throughout the term of the contract to best meet the needs of all parties.

4. The selected Contractor will be required to follow the outlines in Term of Contract section of contract, to assure the timely completion of the signature process by all parties. If the contract is not signed prior to the intended start date, the commencement of any activities under the Exhibit A – Scope of Work will not begin until the contract execution date (the date all parties have signed the contract) and Contractor will not be eligible to obtain reimbursement for any costs incurred prior to the contract execution date, unless otherwise approved by the Commission. If this Contract is not signed within the thirty-day (30) period from the intended start date, the Commission has the right to withdraw the contract award. Any agreed upon changes to the intended start date must be confirmed in writing by both parties.

5. Unless otherwise submitted during the application (RFQ, RFP, etc.) process, the selected Contractor will be required to submit the required documentation listed on the Contractor Checklist, which includes, but not limited to, the following documents before the Contract can be fully executed:

- Agency Involvement in Litigation and/or Contract Compliance Difficulties Form
- By-laws (if applicable)
- Articles of Incorporation (if applicable)
- Board of Directors or List of Partners (as applicable)
- Signature Authorization Form
- Form RRF-1 (required and filed annually with the California Attorney General’s Registry of Charitable Trusts) and IRS Form 990 (if applicable)
- Annual Independent Audit for prior fiscal year or calendar year (if applicable)
- Appropriate business licenses (for vendors or private organizations)
- IRS Letter of Determination (if applicable) or completed IRS Form W-9
☐ Memorandums of Understanding (for any sub-contractors, collaborators, and/or partners listed under Contracted Services and Evaluation sections of Exhibit B – Budget Forms)
☐ Certificates of Insurance for all insurance requirements outlined in the contract.

6. The sample contract and contracting requirements are attached (See Sample Contract). If successful, the Contractor will be required to meet all of the terms and provisions set forth in these documents and within the timeframe identified.

IX. APPENDICES

All Appendices are included as separate attachments.