Administered by University of Maine System
Office of Strategic Procurement
Request for Bid (RFB)

Microsoft Licensing GCC High
RFB #2022-079
Issued Date: May 31, 2022

Response Deadline Date/Time: June 9, 2022, 11:59 p.m. EST

Response Submission Information:
Submitted electronically to UMSResponses@maine.edu and robin.cyr@maine.edu
Email Subject Line – RC: Microsoft Licensing GCC High - RFB#2022-079

Response Contact Information:
Strategic Sourcing Manager (SSM): Robin Cyr
Email: robin.cyr@maine.edu
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1.0 INTRODUCTION

1.1 Purpose

The University of Maine System is seeking responses for Microsoft GCC High licensing to support the Advanced Structures and Composite Center (ASCC) CMCC Compliant initiative. ASCC has applied to Microsoft and received approval to purchase GCC High.

ASCC is seeking to procure 250 licenses of Office 365 GCC High under Category 3, and 250 licenses of EMS E3 GCC High to allow centralized cloud management via Microsoft Endpoint Manager.

**Category 3:** A commercial private entity that holds US Government regulated data on behalf of their government customers. CAT 3 can purchase Microsoft Azure, O365, and CRM Government services. Data types include:

- International Traffic in Arms (ITAR)
- Controlled Unclassified Information (CUI)
- Department of Defense (DoD) Unclassified Controlled Nuclear Information (UCNI)
- Department of Energy (DoE) UCNI
- Criminal Justice Information (CJI)
- Department of Defense Impact Level Data (DoD IL Data Holders)
- North American Electric Reliability Corporation (NERC)
- Indirect Reseller with Contract
- Other types of data that require Azure Government

This document provides instructions for submitting responses, the procedure and criteria by which the Respondent(s) will be selected.

The Respondent’s solution must support the requirements to be considered.

**Product Specifications**

<table>
<thead>
<tr>
<th>#</th>
<th>Solution Requirement Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Respondent must be able to provide the licenses within two months. It is likely that 50 licenses will be needed in June and an additional 200 licenses in July or August.</td>
</tr>
</tbody>
</table>

1.2 Bid Submission Instructions

Respondent may provide a pricing response using the table below or include it in a company quote format.

**Table 1 – Licensing Costs**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Prices/ User/ Month</th>
<th>Licenses</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office 365 Plan E3 GCCHIGH</td>
<td></td>
<td>250</td>
<td></td>
<td></td>
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<tr>
<td>EMS E3 GCCHIGH</td>
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<td>250</td>
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<tr>
<td><strong>Subtotal</strong></td>
<td></td>
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<tr>
<td><strong>Less Discount, or Microsoft ECIF Funding</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
If there is a tiered pricing discount model for licenses, please provide that information for consideration.

Bid submission will be submitted electronically to the Email provided in the Contact section of the cover page of this document.

Electronic submission must be received by the required Response Deadline/Time reflected on the cover page of this document.

1.3 General Information

1.3.1 Communication with the University
It is the responsibility of the Respondent to inquire about any requirement of this document that is not understood. Responses to inquiries, if they change or clarify the document in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the document. Addenda will also be posted on our web site, www.maine.edu/strategic/upcoming_bids.php

It is the responsibility of all Respondents to check the web site before submitting a response to ensure that they have all pertinent documents. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made using the Response Contact Information provided on the cover sheet of this document. Refer to cover sheet for deadline requirements.

1.3.2 Confidentiality
The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of submitting a response under this section, a respondent must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing agreement documents, are considered public records and therefore are subject to freedom of access requests.

The information contained in responses submitted for the University's consideration will be held in confidence until all evaluations are concluded and a Respondent selected (the successful Respondent). At that time the University will issue award notice letters to all participating Respondents and all Respondents' responses may be made available to participating Respondents upon request. Such request must be made by submitting a written request to the individual noted in the Response Contact Information shown on the cover sheet of this document, with a copy of the request provided to the other Respondents. Such requests are public records.

After the protest period has passed and the Agreement is fully executed, responses will be available for public inspection upon request.

Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information that meets the definition of "trade secret" under Maine law. Clearly mark any portion of your submitted materials which are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act. Failure to so identify as trade secret will authorize the University to conclude that no portions are so exempt; and that your entity will defend, indemnify
and hold harmless the University in any and all legal actions that seek to compel the University to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or Agreement, if any, executed between the University and your entity.

1.3.3 Costs of Preparation
Respondent assumes all costs of preparation of the response and any presentations necessary to the response process.

1.3.4 Authorization
Any Agreement for services that will, or may, result in the expenditure by the University of $50,000 or more must be approved in writing by the Office of Strategic Procurement, Chief Procurement Officer and it is not approved, valid or effective until such written approval is granted.

1.3.5 Multi-Institutional
The University of Maine System, Office of Strategic Procurement reserves the right to authorize other University Institutions to use the Agreement(s) resulting from this document, if it is deemed to be beneficial for the University to do so.

1.3.6 Evaluation Criteria
Award will be made to the low bid respondent provided that all other requirements are satisfactorily met in Section 1.1, including receipt of bid as outlined on the cover page.

The University will NOT seek a best and final offer (BAFO) from any Respondent in this procurement process. All Respondents are expected to provide their best value pricing with the submission of their response. Respondents will NOT be given another opportunity to modify pricing once submitted.

1.3.7 Award
The award is for term of five (5) years with option of one (1) five (5) year renewal.