

**Appendix A**

**State of Maine Department of Education**  
in coordination with the  
**National Association of State Procurement Officials**

## PROPOSAL COVER PAGE

**RFP # 201210412**  
**MULTI-STATE LEARNING TECHNOLOGY INITIATIVE**

Bidder's Organization Name: Apple Inc.		
Chief Executive - Name/Title: Tim Cook, CEO		
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<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Proposal - Name/Title: Matt Baker		
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Street Address: 12545 Riata Vista Circle, Mail Stop 198-9BID		
City/State/Zip: Austin, TX 78727		

Proposed Cost:	TIER 1: \$273.00 per seat per year
<i>The proposed cost listed above is for reference purposes only, not evaluation purposes. In the event that the cost noted above does not match the Bidder's detailed cost proposal documents, then the information on the cost proposal documents will take precedence.</i>	

- This proposal and the pricing structure contained herein<sup>\*</sup> will remain firm for a period of 180 days from the date and time of the bid opening.
- No personnel on the multi-state Sourcing Team or any other involved state agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal.
- No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

*To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

	01/09/2012	Matt Baker, Senior Project Manager
Authorized Signature	Date	Name and Title (Typed)

\*for the products and services clearly specified.

# ALTERNATE PROPOSAL



State of Maine  
Department of Education  
Multi-State Learning  
Technology Initiative

RFP # 201210412



Submitted by  
**Apple Inc.**  
January 14th, 2013



January 11th, 2013

Jeff Mao  
Learning Technology Policy Director  
State of Maine Department of Education  
23 State House Station  
Augusta, ME 04333

Dear Mr. Mao,

Apple is pleased to respond to the Multi-State Learning Technology Initiative RFP #201210412. For more than a decade, Apple and the State of Maine have worked side-by-side to build a foundational teaching and learning platform for Maine's middle and high school students. As a result of our combined efforts, the MLTI has become a paradigm for educational technology initiatives around the world. Apple has acted as both advisor and learner during this journey, and we look forward to continuing our collaboration with Maine to elevate the MLTI to an even higher level of excellence.

Apple's education mission is to provide a learning environment that supports the way students live and how they want to learn. Apple provides a personalized learning environment that supports creativity, collaboration, innovation, and critical thinking as a means to transform the way teachers teach and the way students learn. We are committed to helping learners across the country attain the same degree of success that Maine's learners have achieved over the last 10 years through Maine's Learning Technology Initiative.

The partnership between Apple and Maine continues to be the key to MLTI's success. Over the past decade, we've built a relationship based on trust, collaboration, continual improvement, shared reflection, and a mutual commitment to innovative teaching and learning. We believe such relationships are essential to the success of any large-scale education technology initiative.

In addition to Tier 1 pricing for the State of Maine, Apple's proposal provides Tier 2 pricing as a demonstration of our commitment to forging fruitful, enduring working relationships with other established and potential MLTI participating states. To that end, we propose that Apple engage Hawaii, Vermont, Massachusetts, Montana, New Jersey, Oklahoma, South Carolina, and other participating states in "discovery dialogs" following the conclusion of this RFP process. Through these dialogs, we can establish a comprehensive understanding of each state's specific vision, goals, requirements, and constraints. This understanding will enable Apple to develop individualized strategies and solutions for each participating state, just as it has for Maine.

We are proud of the supporting role we have played in the success of Maine's bold initiative. We look forward to continuing our productive and rich partnership with Maine, and to embarking on similar journeys with other states to help them transform learning and empower every learner to discover their own special genius.

Sincerely,

A handwritten signature in blue ink, appearing to read "S. Carullo", is placed above the typed name.

Stephanie Carullo  
Vice President, Education Sales  
Apple, Inc.



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## EXECUTIVE SUMMARY

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### **MLTI and Apple—History, Reliability and Commitment**

*A proven platform, with new capabilities.*

#### **Introduction**

In 2002, the State of Maine and Apple launched a pioneering effort to fundamentally enhance education by empowering all teachers and learners with digital tools and skills to inspire innovation, creativity, and collaboration. What began as a bold vision has become a model for almost every educational system across the nation and around the world. Through the MLTI, the State of Maine has achieved what few others have: a technologically reliable, fiscally sustainable, learning-centered program that provides individual teachers and students with the tools and skills to discover new opportunities and reach their highest potential.

#### **A Partnership Based On Earned Trust**

Apple is privileged to have been selected as the founding technology partner for the MLTI. This has been a shared journey, rather than simply a contract, for Apple and its local team. We're proud to have been an integral part of Maine's successes, challenges, and opportunities. Whether we're holding a student conference with nearly a thousand attendees from all over the state, hosting global delegations seeking answers as to how this rocky and forested corner of the United States achieved such a dramatic transformation, or celebrating the smaller successes that every school can point to—such as two students from Machias High School teaching themselves Japanese with their laptops and ending up with full scholarships to prestigious Bates College—together Maine and Apple have built systems, processes, relationships, and a level of trust only possible when two organizations embark on a journey together, cooperatively addressing each and every challenge encountered. Apple is thankful for the opportunity to take part in the critical mission of educating the children of Maine. We understand the responsibility with which we've been entrusted, and your success is a source of pride and inspiration for us.

#### **Delivering On Our Commitment**

When this project began, Apple was a different company than it is today. Then, we had a minor footprint in the business world; today our products are deployed in over 90% of Fortune 500 companies. Apple was a relatively small player in the technology space as defined by market capitalization; today it's the most valuable technology company in the world. When MLTI first began, iPads, iPhones, iPod Touches, and MacBook Airs had not been invented nor did we have an App Store. Today these products have helped revolutionize the education market.



Few observers would have predicted the magnitude of this project. Today we can point to numerous accomplishments within MLTI that include:

- Delivered over 1,500 Professional Development events representing over 65,500 Professional Development contact hours;
- Had over 5,500 participants attend the annual student-centered conferences;
- Conducted over 800 on-site school visits;
- Provided over 2,800 consecutive days of uninterrupted successful operation for the only statewide 1:1 educational computing initiative in the US;
- Installed and maintained over 1,000 individual wireless networks with zero instances of significant network failure;
- Successfully backed up a petabyte (1,000,000,000,000 kB) of student and teacher data;
- Provided over 400,000 hours of server uptime; and
- Experienced zero data loss and zero interruptions due to viruses or spyware.

We are proud of the operational results of the MLTI, which make enriched teaching and learning possible, and we are incredibly grateful to the State and local school district employees with whom we have worked so closely on this journey.

### **Great Results Delivered with Value and Efficiency**

In addition to operational results and academic empowerment, the Maine Learning Technology Initiative exemplifies what is possible with leadership, focus, and managerial commitment to efficiency. We believe this efficiency is unmatched in any other deployment at similar scale, much less across the geographic footprint of Maine. We are proud of the value we deliver in a fully capable environment for creating, curating, and sharing content.

### **Looking forward**

This RFP represents an opportunity to accelerate MLTI's progress by placing the next generation of technology at the fingertips of individual learners. By empowering learners to create, curate, and share content in ways not previously possible, Maine can challenge and engage them as never before.

Our enhanced alternate solution for the next generation of MLTI is built on the Strategic Priorities of the Maine Department of Education:

- Effective, learner-centered instruction
- Great teachers and leaders
- Multiple pathways for learning achievement
- Comprehensive school and community supports
- Coordinated and effective state support



...and designed around the six key principles Apple has identified as essential to an ideal learning environment:

1. Ubiquitous access to tools, resources, and content regardless of Internet tether
2. Understanding of 21st-century skills and outcomes
3. Relevant and applied curriculum
4. Informative assessments
5. Culture of creativity and innovation
6. Social and emotional connections with students

...to ensure that the MLTI remains focused on student outcomes rather than simply outputs. We believe the State of Maine can employ our solution to fundamentally transform learning in a manner consistent with its priorities. Learner-centered instruction, empowered teachers sharing content, learning occurring in new environments and ways that involve the surrounding businesses and communities—all coordinated through a value-added relationship with content specialists at the Maine Department of Education. This proposal is a catalyst for putting content where it matters most—at the point of learning.

### **New Capabilities and Enhanced Reliability Built on a Solid Foundation**

Apple's approach to this opportunity is not an incremental enhancement—it's a quantum leap forward. This leap, however, is built on a rock-solid 10-year foundation of knowledge, relationships, professional development, and teamwork. Our approach leverages the skills that Maine teachers already possess, and adds a new set of tools and constructs that extend teacher and learner opportunities in ways not previously possible.

Apple's MLTI proposal represents a "yes *AND*" philosophy, rather than focusing on the lowest common denominator. Over the last decade, Maine teachers and learners have learned to expect a lot from their MLTI hardware and software tools. We envision all of the capacity of the current MLTI and available cloud-based services, overlaid with a new generation of content creation and curation capabilities.

With this proposal, Apple is committed to delivering the most innovative mobile devices, engaging content creation and curation tools, outstanding professional development, and legendary service and support. Apple's solution gives Maine teachers the tools they need to engage all students and deliver the right content—whenever and wherever they need it.



## Apple's Innovative and Enhanced Offering

Apple is proposing a tested and proven mobile device solution for all participating Maine schools, comprised of the following:

Users	Distribution	Device Solution
Teachers	Grades 7–12	13-inch MacBook Air
Students	Grades 7–8 (and other opt-in grades)	11-inch MacBook Air

The role and responsibility of the educator is to support student achievement through the creation and curation of effective learning materials, differentiated in accordance with each learner's individual needs. The learner is responsible for thoughtfully engaging with content, and creating diverse artifacts that provide evidence of their mastery of skills, concepts, and content in general. The suite of hardware and software tools that we are proposing, along with comprehensive professional development, infrastructure, and support resources, will assure that MLTI evolves into a content-rich, shared-resource environment that puts learners at the center of their own learning.

### ***Teachers Grades 7-12: 13-inch MacBook Air***

By combining the comfort and familiarity of the MacBook with the latest Intel processor, a dependable solid-state hard drive, long battery life, no moving parts and a rock-solid operating system, the 13-inch MacBook Air will provide teachers with a dynamic instructional tool that's reliable, secure, and easy to use. MacBook Airs will include iWork and iLife to provide powerful suites of digital content creation apps that enable teachers to design and conduct more engaging and individualized lessons.

The MacBook Air will provide a seamless transition for Maine teachers, leveraging 10 years of experience and professional development, with opportunity for immediate growth in this next generation of the MLTI. With their lesson plans, presentations, resources, and skills ready to go, coupled with new opportunities to leverage online resources and apps from across Maine and the globe, teachers won't miss a beat.

### ***Students Grades 7-8 (and other opt-in grades): 11-inch MacBook Air***

Students will be empowered with a MacBook that is more mobile and powerful with a size that fits a teenager's lifestyle. The combination of the 11-inch MacBook Air and OS X provides the latest Intel processors, long-lasting battery, and a rock-solid operating system that equips all learners with a laptop that is ready to create and produce. MacBook Airs will include iWork and iLife to provide powerful suites of digital content creation apps that enable learners to design dynamic multimedia projects, engaging music or audio productions, and share their work locally or across the state.



### **MacBook Air = “Yes AND”**

MacBook Air delivers a “yes AND” capability that ensures teaching and learning has maximum flexibility and content richness. The MacBook Air isn’t limited to running only browser-based applications or Google Apps for Education; MacBook Air is designed to empower learners in any environment as a powerful and comprehensive learning tool. After 10 years of MLTI, Maine students are familiar with the potential of technology and expect the rich toolbox of digital creation and collaboration tools that the MacBook Air delivers.

### **Learning Unleashed**

Because the MacBook Air isn’t dependent on the Internet for access to applications, content, or full-functionality, the MacBook Air is a true 24/7 mobile learning device. Whether it is a student in the mid-coast using a MacBook Air offshore on a service learning project, or a student at a home in rural Maine without Internet access, the MacBook Air has the capacity to support student learning without relying on a tether to the cloud.

### **Instruction Unleashed**

By including Apple TV in this proposal, MLTI classrooms will be taken to the next level of mobility. In a traditional 1:1 setting the teacher has been tethered to their projector in order to share digital content with the class. If a student wanted to share a piece of work they needed to find their way to the projector cable and “plug in.” With Apple TV the teacher can move freely around the room, projecting their full screen from anywhere, and students can do the same, all in a secure password-protected video sharing environment—which means less disruption, more classroom interaction, and more instructional minutes.

## **Innovative Tools for Creating, Curating, and Distributing Content**

Apple has invested time, resources, and money to build an entire ecosystem around the creation and distribution of education content. Apple has a dedicated Education Content team, in addition to Worldwide Developer Relations, that works actively with educational publishers, assessment providers, SIS and learning management system developers, and the broader education software developer community to help bring great education content solutions to OS X and iOS.

### **iTunes U**

iTunes U is the world’s largest online catalog of free education content. Students can learn a new language, study Shakespeare or discover the cosmos on iTunes U, home to more than 500,000 free lectures, videos, books, and other resources. Among the hundreds of colleges, universities, and elementary and high schools on iTunes U, you’ll find content from Stanford, Yale, MIT, Oxford, and UC Berkeley, along with other distinguished institutions, such as MoMA, New York Public Library, the Maine Department of Education, and more. Content appropriate for every grade level exists in a high-quality, easily accessible format.

At John Bapst Memorial High School in Bangor, Maine, mathematics teacher Brendan Murphy, Maine’s 2008 Presidential Award Winner in mathematics, used his MLTI MacBook and QuickTime Pro to create a collection of 170 AP Calculus videos that are distributed through the Maine Department of Education’s iTunes U site. He is one of two AP4ALL Calculus teachers providing online AP Calculus courses to students in Maine. Taking advantage of the ease of content creation on the Mac, Brendan has produced content that directly meets the needs of



his students in a medium that works. Using the global reach of iTunes U, he's made this content available to students across Maine and around the world. With the Mac, Maine is positioned to be a leading creator of open education resources for the country. With a redoubled focus on content creation, curation, and sharing, Maine is democratizing learning opportunities for all students.

We believe these new content and creation tools have the power to open new opportunities for all learners. As part of our commitment to delivering a scalable, sharable content resource, we will focus one of our professional educators on the role of training teachers to populate the ecosystem and developing and curating content for the Maine DOE's iTunes U portal. This will create a robust, sharable repository of Maine-created materials and iTunes U resources that educators across Maine and the world can access and use in their own classrooms.

### **Taking the Next Step**

The content and curation tools described above work well with the content resources being used in Maine schools today. Teachers can incorporate lessons, e-Books, and videos from Khan Academy, NOAA, the CK-12 Foundation, and many other open education resources. We look forward to partnering with the State to drive the continuing expansion of this learning ecosystem.

## **Professional Development**

Apple Professional Development (APD) brings educational experience and curriculum knowledge to every workshop delivered. With over 10 years of collaborative work in Maine, APD offers not only classroom experience and trained educators, but also comprehensive professional development focused on supporting classroom teachers, as well as building and district leaders.

The comprehensive Professional Development plan outlined in this response focuses on teaching and learning best practices underpinned by a long-term association with the SAMR Model learned from the work done with MLTI. An emphasis on hands-on, engaging learning is foundational to the offerings outlined from Apple Professional Development. Whether through the use of online resources from iTunes U, face-to-face engagement in a traditional workshop setting, classroom coaching and mentoring, or as part of the Leadership Cadres, Apple's comprehensive Professional Development plan is ready to take Maine educators to new levels of capability and effectiveness.

## **Project Management**

People and teamwork, not hardware and software, ultimately determine the success of large-scale education technology initiatives. That's why project management services are indispensable to any such endeavor. Apple's MLTI project management team is known and seen in every corner of Maine. Our relationships run deep with everyone from superintendents and principals to teachers and students. We've helped the Maine Department of Education evolve the program from concept to reality, working day in and day out to support Maine's vision. Built on a foundation of trust and expertise, our team is established, in place, and ready to go.



## Cisco Wireless Networks

Apple is once again working with Cisco Systems, the industry leader in wireless networking. The Cisco networks incorporated into our 2009 MLTI solution have been highly regarded by the school population, and we look forward to enhancing these networks in this iteration of our proposal.

## Cost Summary

Apple is pleased to offer Maine this next generation MLTI solution at **\$273.00** per seat per year as described in its completed Appendix B—Cost Proposal Form.

## Additional Participating States

This proposal also provides Tier 2 pricing as a demonstration of our commitment to other established and potential MLTI participating states. To that end, we hope to engage Hawaii, Vermont, Massachusetts, Montana, New Jersey, Oklahoma, South Carolina and other participating states in “discovery dialogs” following the conclusion of this RFP process. These dialogs will help us establish the understanding necessary to develop individualized strategies and solutions for each participating state, just as we have for Maine.

## Conclusion

Over the past decade, the MLTI has set an inspiring example for the nation and the world. Apple is extremely proud of the role it has played in the MLTI, partnering with Maine, its students and educators to deliver and integrate products, processes, and support needed to successfully implement such a bold initiative.

Apple’s proposal with the MacBook Air builds on a successful, ten-year deployment of Apple technology, and incorporates next-generation enhancements to the proven reliability, creativity, and stability of our solution. Combined with our experienced, statewide project team, our solution minimizes technical risk while maximizing opportunity for learners.

Through this proposal, Apple seeks to empower the individual genius of all learners and enhance Maine’s leadership role. Apple has the history, innovation, and commitment to take its partnership with Maine to new levels of excellence. Because of the established relationship, trust, and expertise we share with the State of Maine, our team is uniquely prepared, committed, and excited to take the next first step in this new journey. Thank you for the opportunity to help transform education—in Maine, and beyond.



## SECTION I – ORGANIZATIONAL QUALIFICATIONS AND EXPERIENCE

### 1. Description of the Organization

RFP Requirement	Apple Response
<p>Present a detailed statement of qualifications and summary of relevant experience.</p>	<p>Apple is uniquely qualified to deliver the next generation of the MLTI thanks to our technological and educational credentials. These include our documented successes in managing large scale, learner-centered technology deployments throughout the world.</p> <p>Locally, Apple and the Maine Department of Education have successfully delivered a decade long project management effort in growing and sustaining the Maine Learning Technology Initiative (MLTI). Our management of the MLTI has included technological aspects, such as devices, wireless networks, software imaging, warranty and support, as well as the educational components of professional development and training. Apple has been a committed, capable, and reliable partner with the MLTI.</p> <p>Over the past decade Apple’s dedicated project team has supported more than 350 buildings, over 12,000 teachers and over 250,000 students across Maine. Additional educational and technological accomplishments include:</p> <ul style="list-style-type: none"><li>• Supported the delivery of over 1,500 professional development events</li><li>• Supported over 65,500 professional development contact hours</li><li>• Had over 5,500 participants attend the annual student centered conferences</li><li>• Conducted over 800 on-site school visits</li><li>• Deployed over 150,000 iBooks/MacBooks to students and teachers</li><li>• Provided a custom image annually</li><li>• Installed, updated and maintained over</li></ul>



RFP Requirement	Apple Response
	<p>350 individual wireless networks with zero instances of significant network failure</p> <ul style="list-style-type: none"><li>• Provided over 2,800 consecutive days of uninterrupted successful operation for the only state-wide 1:1 educational computing initiative in the world</li><li>• Maintained over 400,000 hours of server uptime</li><li>• Successfully backed up a petabyte (1,000,000,000,000 kB) of student and teacher data</li><li>• Had zero data loss and zero interruptions due to viruses or spyware</li></ul> <p>While no other project matches the scope of what has been attempted and accomplished in Maine, Apple has significant achievements in other geographies and deployments to reference. Many of these projects have a particular focus on school transformation. For examples that demonstrate our relevant experience, please see our references in Section I, Part 4.</p>
<p>If subcontractors are to be used, provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors' organizational capacity and qualifications.</p>	<p><b>Bell Techlogix</b> <i>Wireless Network Installation &amp; Support</i></p> <p>Bell Techlogix is a leader in delivering Apple Technology Services and solutions to commercial and academic institutions on a national basis. Bell has a dedicated education team that supports and consults with K-12 schools and higher education institutions regarding our full suite of training and solutions that can help them implement, integrate and extend the lifecycle of Apple devices while optimizing their investments in Apple technology. Our dedicated commercial team supports enterprise, broadcast and production organizations of all types and sizes assisting them with warranty repair, IT integration and managed services to ensure they are up, running and productive. This can include software and hardware</p>



RFP Requirement	Apple Response
	<p>procurement, as well as advanced services such as on-site deployment, managed desktop support, remote help desk, hardware maintenance, and IT asset lifecycle services.</p> <p>Bell will utilize senior resources with experience in implementing complex wireless infrastructure solutions to deliver the 2013 MLTI wireless project in accordance with a timeline and budget mutually agreed upon by all parties. Additionally, Bell has leveraged the approach and experiences from the implementation of the initial MLTI wireless initiative to design and develop this overall project and proposal.</p> <p>Bell's depth of knowledge and experience will play a critical role in planning and preparing for this project and, equally important, this experience will allow Bell to effectively adjust and adapt to changes or issues in the field to minimize the overall project impact. Bell's experienced team will be part of both the Governance/Oversight team as well as the on-site delivery personnel.</p> <p>Don Imaizumi Senior Vice President, Client Services 8888 Keystone at the Crossing — 17th floor Indianapolis, IN 46240 317 715-6808</p>



## 2. Organizational Description and Qualifications

RFP Requirement	Apple Response
a. List the location of the Bidder's corporate headquarters.	Apple's corporate headquarters are located at: 1 Infinite Loop Cupertino, California 95014
Also, describe the current or proposed location where services will be provided or from which the contract will be managed.	Apple has a project office located on the Pineland Campus in New Gloucester, Maine for the project team members identified in the organization chart. This office space will facilitate project team communication, collaboration, and training, as well as provide quick access to the Apple MLTI Project leadership. <b>Maine Project and Training Office</b> Pineland Campus 41 Campus Drive, Suite 301 New Gloucester, ME 04260 <b>Apple Retail Store</b> Maine Mall 364 Maine Mall Road South Portland, ME 04106 <b>Maine Depot (maintenance facility)</b> 30 Thomas Drive Westbrook, Maine 04092 <u>Additional Offices:</u> <b>Corporate Headquarters</b> 1 Infinite Loop Cupertino, CA 95014 <b>National Customer Support Center</b> 12545 Riata Vista Circle Austin, TX 78727
b. Attach documentation of any applicable licensure requirements (or any specific credentials required).	Apple Professional Services is not aware of any licenses or permits legally required to fulfill its obligations under any contract awarded as a result of the State's RFP. Should APS become aware of such requirements, we will make commercially reasonable efforts to attain compliance.



RFP Requirement	Apple Response
c. Attach a certificate of insurance on a standard Acord form (or the equivalent) evidencing the Bidder's general liability, professional liability, and any other relevant liability insurance policies that might be associated with this contract.	Apple's current Certificate of Insurance is attached as Apple Appendix 1.



### 3. Organizational Experience

RFP Requirement	Apple Response
<p>Briefly describe the history of the Bidder's organization, especially regarding skills pertinent to the specific work required by the RFP and any special or unique characteristics of the organization which would make it especially qualified to perform the required work activities.</p>	<p>For more than 10 years Apple has managed the Maine Learning Technology Initiative project, deploying and supporting more than 70,000 MacBook computers and wireless networks in over 350 buildings across the State of Maine. Built into our solution are dedicated project managers, project engineers, and professional development leaders. We have invested in the necessary resources and skill to manage this mission-critical education initiative, and have demonstrated our ability to support large-scale technology-empowered learning initiatives. Apple has the history, innovation, and commitment to take our partnership with Maine to new levels of excellence. Because of the established relationship, trust, and expertise shared between the State of Maine and Apple, our team is uniquely prepared, committed, and excited to take the next first step in this new journey.</p> <p><i>"I have been very impressed with Apple's efforts over the past decade. The range of support that the company has provided has been extremely helpful. We have been able to rely on Apple for everything from hardware to installation to professional development. This "soup to nuts" approach has enabled the process to flow smoothly and there has never been a question as to who we needed to contact for any type of support along the way. If we encountered any kind of problem or needed any type of assistance, the answer has always been simple - call Apple!"</i></p> <p><b>David W. Murphy, Ed.D.</b> Superintendent MSAD #44</p>



RFP Requirement	Apple Response
<p>Include similar information for any subcontractors.</p>	<p><b>Bell Techlogix</b> <i>Wireless Network Installation &amp; Support</i></p> <p>Bell has been successful operating IT environments for our customers and offers a unique combination of experience, qualifications and ability to execute in a cost model that will provide exceptional value to MLTI.</p> <p>Bell's Managed Services Portfolio is a comprehensive end-to-end portfolio of integrated services providing support solutions for Infrastructure Management, End User Computing, Enterprise Mobility Management, and IT Life Cycle Services.</p> <p>Bell's Enterprise Architecture Management (BEAM) platform provides our clients a support infrastructure that is powerful, dynamic, and secure and consistently delivers operational excellence.</p> <p>Bell's Service Delivery Management model offers governance, quality assurance and ensures exceptional performance across all service areas.</p> <p>Bell has a proven track record of 25 plus years as a leading IT solutions provider — evidenced by numerous certifications from industry leaders, prominent awards and most importantly, client success stories including the following:</p> <p>Maine Learning Technology Initiative (MLTI) 2009 Wireless rollout:</p> <ul style="list-style-type: none"><li>• 236+ Site Surveys and 337 Schools</li><li>• Deployment included<ul style="list-style-type: none"><li>○ Cisco Solution</li><li>○ 337 Controllers</li><li>○ 800+ Switches</li><li>○ 5,400+ APs</li></ul></li><li>• 6-month implementation schedule</li></ul>



RFP Requirement	Apple Response
	<ul style="list-style-type: none"><li>• Wiring Management<ul style="list-style-type: none"><li>○ 806 total closets (MDF/IDFs)</li><li>○ 528 required a run to the MDF</li><li>○ 278 used an existing run to the MDF</li></ul></li></ul>



## 4. Description of Experience with Similar Projects

RFP Requirement	Apple Response
Provide a description of five projects that occurred within the past five years which reflect experience and expertise needed in performing the functions described in the "Scope of Services" portion of this RFP. For each of the five examples provided, a contact person from the client organization involved should be listed, along with that person's telephone number and email address. Please note that contract history with the any states on the Sourcing Team, whether positive or negative, may be considered in rating proposals even if not provided by the Bidder.	Please see references below.

### Greene County School District — Snow Hill, NC

**Contact Name** Dr. Pat MacNeill

**Contact Title** Assistant Superintendent of Curriculum and Instruction

**Contact Phone** 252 747-3425

**Contact Email** [patmacneill@greene.k12.nc.us](mailto:patmacneill@greene.k12.nc.us)

**Description of Project** In 2002 the leadership team from the Greene County School District approved the lease of 2100 MacBooks, delivered to every teacher and student in grades 6 through 12. Transitioning from a Windows environment, Greene County Schools leveraged Apple Professional Services to support imaging and deployments. In addition, Apple Professional Development provided training for every teacher in grades 6 through 12 as well as district and school level support staff. The training has continued to date and is an integral part of their successful deployment. The Greene County School District has worked with Apple Financial Services to refresh their lease twice since their initial deployment in 2002. Currently they are using MacBook Airs for both teachers and students.



## Baldwin County Public Schools — Bay Minette, AL

**Contact Name** Dr. Alan Le

**Contact Title** Superintendent

**Contact Phone** 251 937-0308

**Contact Email** [alee@bcbe.org](mailto:alee@bcbe.org)

**Description of Project** As part of the BCPS Digital Renaissance initiative, all 9,640 students in Baldwin County Public School's seven High Schools, and all 700 teachers received MacBook Airs. These devices are used daily in school and at home..

## North Kansas City 74 School District — Kansas City, MO

**Contact Name** Eric Sipes

**Contact Title** Executive Director Instructional Technology

**Contact Phone** 816413-5076

**Contact Email** [esipes@nkcschools.org](mailto:esipes@nkcschools.org)

**Description of Project** North Kansas City School District deployed 6,000 11-inch MacBook Airs to students in four High Schools, and 1,750 13-inch MacBook Airs to all district teachers in the fall of 2012. This deployment is a replacement of HP products, which were originally selected in their initial 1:1 deployment four years ago.



## Owensboro Public Schools — Owensboro, KY

**Contact Name** Dr. Matthew Constant

**Contact Title** Assistant Superintendent for Technology and Federal Programs

**Contact Phone** 270 686-1000

**Contact Email** [matthew.constant@owensboro.kyschools.us](mailto:matthew.constant@owensboro.kyschools.us)

**Description of Project** Owensboro Public Schools (OPS) has established a 1:1 program in grades 5-12 leveraging 2200 MacBook Airs for teachers and students. The program was established as part of a Stimulus Fund initiative with a focus on personalizing learning for all students. OPS put an Instructional Design Team in place to design on-line, on-demand professional development for its teachers, continuing in year two with an on-site just-in-time professional development model.

## Punahou School — Honolulu, HI

**Contact Name** Bruce Schauble

**Contact Title** Director of Curriculum and Instruction

**Contact Phone** 808 552-8943

**Contact Email** bschauble@punahou.edu

**Description of Project** In 1998, Punahou School administrators recognized a need to adjust their curriculum to better prepare students for a working world that increasingly favored the technologically fluent. Currently Punahou has over 3000 Macs deployed including a MacBook 1:1 program in grades 4 -12 with Mac desktop computers in the classroom, grades K-3. The vision of the school is to provide the students with a progressive, cutting edge environment. Teachers report that the Mac notebooks are remarkably free from viruses, and that they hold up well to the rigors of traveling from home to campus and back again.



## SECTION II – SPECIFICATIONS OF WORK TO BE PERFORMED

### 1. Services to be Provided

#### 1.1. Bidder Response to Service Specifications and Requirements

RFP Requirement	Apple Response
<p><b>Part II, SCOPE OF SERVICES</b> represents the State of Maine’s specifications and requirements for its Learning Technology Wireless Classroom Solution. It also includes the information required to be supplied by the Bidder as part of its response to this proposal. For each requirement in <b>Part II, SCOPE OF SERVICES</b>, each Bidder must respond appropriately. Failure of the Bidder to provide completely the required information as specified in each of the bullets below may result in the Bidder’s proposal not achieving its maximum scoring potential during the evaluation process.</p> <ul style="list-style-type: none"><li>• The appropriate response to some requirements may simply be for the Bidder to acknowledge and to agree to comply fully with the requirement.</li><li>• More typically, the Bidder must specify and describe how its solution meets or exceeds the requirements.</li><li>• Each Bidder must also specify, describe and clarify its proposal’s characteristics and strengths as well as any weaknesses or limiting factors.</li></ul> <p>Complete instructions are in <b>Part IV, PROPOSAL SUBMISSION REQUIREMENTS</b>.</p>	<p>Apple has reviewed these requirements and confirms its understanding thereof.</p>



## 2. Overview

RFP Requirement	Apple Response
<p>Maine's state learning technology plan enacted by the Legislature in June 2001 must provide for:</p> <ul style="list-style-type: none"><li>• Portable computing devices for every 7-12th grade student and teacher with functional software appropriate to grade level;</li><li>• Obtaining basic research information and databases;</li><li>• An alternative equivalent value factor option to school administrative units if they meet the standards of the learning technology plan;</li><li>• Teacher technology and professional development;</li><li>• External and internal networks and technical support;</li><li>• Costs for replacement of portable computing devices, servers and other equipment; and</li><li>• An evaluation component.</li></ul> <p>Not all of these items are included in this RFP. Please see <b>Part II, Section 4, Services Provided by Other Entities</b> for general information, and <b>Appendix E, State Profiles</b>, for descriptions of state-specific services provided by other entities.</p> <p>A copy of Maine's state learning technology plan may be downloaded at: <a href="http://maine.gov/mlti/resources/history/mlterpt.pdf">http://maine.gov/mlti/resources/history/mlterpt.pdf</a></p> <p>This plan led to the successful creation of the Maine Learning Technology Initiative (MLTI) that has provided notebook computers to every 7th and 8th grade students in Maine public schools since the 2002-2003 school year. The original MLTI solution was procured via a Request For Proposals (RFP) that led to the</p>	<p>Apple has reviewed this information and confirms its understanding thereof.</p>



RFP Requirement	Apple Response
<p>deployment of over 36,000 notebook computers, the installation of over 230 wireless 802.11b networks, and hundreds of hours of professional development for teachers, school administrators, and technology support personnel. In 2006, a second RFP was issued that led to the deployment of over 45,000 notebook computers, the installation of new 802.11b/g wireless networks, and hundreds of hours of professional development. Prior to the expiration of the second contract, the State of Maine renegotiated the agreement to allow for the expansion of the program to Maine's high schools. In 2009, MLTI deployed nearly 75,000 notebook computers to its middle schools and over half of Maine's high schools, installed new 802.11 b/g/n wireless networks, and again provided hundreds of hours of professional development.</p> <p>This RFP seeks the next generation solution for the Maine Learning Technology Initiative. In addition, working collaboratively with NASPO, it seeks to broaden the opportunity for other states to implement similar solutions for schools across the country. With the wide adoption of the Common Core State Standards and the development of the Next Generation Science Standards, the opportunity for States to collaborate and share is vast. The learning targets are the very much the same in many states. However, just as good teaching requires personalization to meet a student's needs, the implementation of a 1:1 program will require some personalization to meet each state's needs. Throughout this RFP, Bidders are asked to respond to functional requirements and other provisions of the RFP. In many places, Bidders are not specifically asked for responses specific to Maine or any state in particular. These are areas that the sourcing team believed to be general and applicable to all. In other places, Bidders will find specific instructions or descriptions specific to Maine or another sourcing team state (Hawaii or Vermont). This RFP seeks Bidders able to</p>	



RFP Requirement	Apple Response
provide both a dependable, robust solution and the flexibility to tailor certain aspects to the individual needs of states.	
<p><b>2.1. Maine Education Strategic Plan</b></p> <p>The MLTI is a critical component of a larger system envisioned by Maine's Education Strategic plan, "Education Evolving: Maine's Plan for Putting Learners First" (<a href="http://www.maine.gov/doe/plan/">http://www.maine.gov/doe/plan/</a>). The plan is shaped around five core priority areas that address the various elements of building an education system focused on the needs of all learners:</p> <ul style="list-style-type: none"><li>• Effective, Learner-Centered Instruction</li><li>• Great Teachers and Leaders</li><li>• Multiple Pathways for Learner Achievement</li><li>• Comprehensive School and Community Supports</li><li>• Coordinated and Effective State Support</li></ul> <p>Bidders should consider the Plan as it designs its solution.</p>	Apple has designed its solution in accordance with the core priority areas of Maine's Strategic Education Plan.



### 3. Scope of Procurement: Learning Technology Wireless Classroom

RFP Requirement	Apple Response
<p>The awarded Bidder(s) must provide a solution that is both functionally complete and cost-effective. The Provider must demonstrate the ability, capacity, and flexibility to collaborate successfully and actively with the participating state, as well as schools and any other state partner that may wish to be involved, through its own participating addendum.</p>	<p>Apple has taken these requirements into account in the design of its proposed MLTI solution.</p>
<p><b>3.1. Maine Scope of Procurement</b></p> <p>In order to secure the vision described in Part II, the State of Maine seeks to procure services that would provide personal, portable computing devices with suitable basic applications and functionality for all 7th through 12th grade students and teachers. In addition to these devices, the State of Maine seeks to procure installed or upgraded wireless networks for all participating middle and high schools as necessary, appropriate server capacity, professional development and technical support. The procurement sought will also include a number of optional schedules for equipment or services that local school units or other entities may choose to take advantage of at their own</p>	<p>Apple has reviewed this information and confirms its understanding thereof.</p>
<p><b>3.2. Hawaii Scope of Procurement</b></p> <p><u>Digital Materials Using Tablets and Laptops</u></p> <p>Hawaii’s “Digital Materials Using Tablets and Laptops” approach means that the state will separately purchase curricular materials with a digital component. To ensure all students are able to access the digital components of the curriculum, the state is currently planning to</p>	<p>Through years of working closely with Hawaii DOE schools, administrators, Technology Coordinators, and Complex Area leadership teams, we have developed strong relationships throughout the state. We look forward to working with the Hawaii DOE to develop a robust solution that includes critical elements of success, such as professional development, professional services, and technical support.</p>



RFP Requirement	Apple Response
<p>purchase tablets for elementary and middle grades and laptops for grades 9-12. Digital materials are easily updated at little to no cost and leveraging statewide buying power will also result in lower per-unit costs. The purchase of a digital curricular package will include professional development and technical assistance from the publisher and the contract to purchase tablets will also include corresponding technical assistance to complement the curricular package. Finally, the devices will serve multiple purposes as the end of course exams, bridge HSA (Hawaii State Assessment), and Smarter Balanced assessments will all be computer-based and delivered online.</p>	<p>In recent years, Apple has collaborated with many schools on O’ahu and neighboring islands to develop and deliver teacher and administrative workshops, professional development, and technical workshops and training to hone knowledge on integrating technology into school and classroom instructional practices. An example of an ongoing initiative that continues to expand and evolve is the Pearl City-Waipahu Complex Area annual Megatrends showcase. The initial goal of the showcase was to have each school develop a project of choice in which technology was the primary tool used to present student work. This past year, schools displayed multiple projects that demonstrated the depth of their learning and sophistication in using technology adeptly for rich multimedia presentations. The participants spanned elementary through high school, including ELL and SPED students. Participants demonstrated how the projects were designed and developed and how they met the DOE’s General Learner Outcomes.</p> <p>Apple welcomes the opportunity to meet with the Hawaii DOE leadership team and the key stakeholders in this initiative—members of the Board of Education, stakeholder business partners, and representatives of the Governor’s office— to develop a customized solution that meets the unique needs of the Hawaii student population, the technical support needs of an island location, includes a professional development plan that builds capacity within schools, and addresses other considerations such as Act 51 and Governor Abercrombie’s New Day Initiative.</p> <p>Based on the DOE’s three-year phase-in commitment of 60,000 devices per each of the three years, Apple’s intent is to develop a deployment plan that would allow the State to participate in a customized 1:1 with pricing similar to the Tier 1 pricing in the Maine response.</p>



## 4. Services Provided By Other Entities

RFP Requirement	Apple Response
<p>This subsection describes in general terms the services critical to the success of the statewide initiative that are provided in whole or in part by an entity other than the Provider. As described in this section, the Bidder will be responsible to coordinate the design and deployment of the bid solution in order to appropriately complement and leverage these activities or resources. Some of these items are described more fully hereafter in conjunction with the relevant specifications. Note that this list is not exhaustive.</p>	<p>Apple has reviewed this information and confirms its understanding thereof.</p>
<p><b>4.1. Building Preparedness</b></p> <p>Each local school unit that opts to participate in this program shall be responsible to ensure minimum building readiness for the installation of the bid solution. The local school unit shall address structural issues, construction/ renovation, abatement, and electrical wiring needs, based on specifications supplied by the Provider. The bid solution should be designed to minimize necessary costs of building preparation.</p>	<p>Apple has reviewed this information and confirms its understanding thereof.</p>
<p><b>4.2. Connectivity and Adequate Bandwidth to Each School Building</b></p> <p>Each local school unit that opts to participate in this program shall be responsible to ensure adequate bandwidth and connectivity to the school facility. The bid solution should be designed to minimize the need to upgrade the available bandwidth at each school. Bidders should note minimum bandwidth requirements to best implement the proposed solution in its response in <b>Section 6.6.8, Cloud Requirements.</b></p>	<p>Apple has reviewed this information and confirms its understanding thereof.</p>



RFP Requirement	Apple Response
<p><b>4.3. Home Access to the Internet</b></p> <p>Educators and students who participate in this program are individually responsible for providing Internet access at home. It is beyond the scope of this RFP to seek home Internet connectivity for individual users while away from the wireless infrastructure described in <b>Section 7, Network Connectivity and Infrastructure.</b></p>	<p>Apple has reviewed this information and confirms its understanding thereof.</p>
<p><b>4.4. Content, Assessment, and Integration</b></p> <p>Many states are “local control” states with regard to curriculum and selection of instructional materials. State content standards describe what children should know and be able to do at each grade span. Many states have adopted the Common Core State Standards for English Language Arts and Mathematics. In addition, it is anticipated that many will adopt the Next Generation Science Standards in the future upon their completion. However, in local control states, local school units and classroom teachers are left with academic freedom to design lessons and select materials. Although the Bidder may include options for services regarding content, assessment tools, and other materials, any such services should be premised on a system of locally developed and selected curriculum, instruction and assessment.</p>	<p>Apple has reviewed this information and confirms its understanding thereof.</p>
<p><b>4.5. Primary Research Databases</b></p> <p>Many states have centralized, coordinated access to online and electronic content, databases, and other similar resources. While the Sourcing Team is interested in</p>	<p>Apple has reviewed this information and confirms its understanding thereof.</p>



RFP Requirement	Apple Response
<p>options for services regarding content, these should not be included in the per seat cost of the solution, but rather offered as optional purchases for each state to consider within the context of its own state.</p>	
<p><b>4.6. Program Evaluation and Assessment</b> Each participating state will make provisions outside the scope of this Request for Proposal for outside analysis and evaluation of the impact and success of the project. The Provider should be prepared to supply its required reports and documents in a time, manner, and format specified by the participating state that will enable adequate program evaluation.</p>	<p>Apple has reviewed this information and confirms its understanding thereof.</p>



## 5. Participation by Schools

RFP Requirement	Apple Response
<p>It is assumed that participation at the school level within any state that elects to participate in this program will vary significantly based on numerous differences in state policies and funding.</p>	<p>Apple has reviewed this information and confirms its understanding thereof.</p>
<p><b>5.1.1. Maine school participation</b></p> <p>All two hundred six (206) Maine middle schools (grades 7-8) are eligible to participate in the program. Since the inception of the program, 100% of Maine middle schools have participated in the program. It is estimated that one hundred twenty (120) Maine high schools (grades 9-12) are eligible to participate in the program. Starting in 2009, 55% of Maine high schools have been participating in the program. The number of classrooms and students within schools varies widely. Maine has many small, rural schools. A significant proportion – roughly 48% – of the schools that serve 7th and 8th grade students are K-8 elementary schools.</p> <p>Maine is a strong “local control” state. Although Legislature and the Department of Education provide statewide policy direction, each of Maine’s 230 school units, organized on a municipal or regional basis, has an elected school board with general statutory responsibility for policy and operational oversight of each school.</p> <p>The State will pay for participating middle schools including student and eligible staff seats as well as wireless networks. The State will also pay for participating high schools including eligible staff seats and wireless</p>	<p>Apple has reviewed this information and confirms its understanding thereof, with the clarification that the proposed per seat pricing offered in the response will potentially vary for schools that choose to opt-in to the program after the initial opt-in window due to shorter payment cycles and potential technology changes.</p> <p>Eligibility criteria for wireless networks as part of the Apple solution are identified in the Cost Proposal.</p>



RFP Requirement	Apple Response
<p>networks, but not student seats. Local school districts are responsible for the costs of student seats for students at participating schools in grades other than grade 7 or grade 8. It is expected that many Maine schools serving grades K-6 will also wish to participate in this program. Please see <b>Section 6.8.1, Pricing Schedule for Additional Educational Groups</b> for more information about Maine K-6 schools. All devices for participating Maine public schools, regardless of the grade level served, will be purchased by the Department of Education under the resulting Agreement. For students or staff that do not meet the eligibility requirements, the Department will invoice the schools directly for reimbursement to the Department. Therefore, all invoicing and payments for Maine public schools will be done solely with the Department.</p> <p>While it is expected that all of Maine middle schools and most Maine high schools will participate in the program, schools will do so on an opt-in basis. Every public middle school in the State participated in the first, second, and third MLTI deployment. Additionally, some Maine elementary and private/independent schools elected to participate at local cost. However, some school units may elect not to participate. Other school units may elect for an alternative deployment. It is anticipated that schools that do not opt-in initially would retain the right to opt in, at a minimum for Year 2 (the 2014-15 school year). Based on the solution proposed by the winning Bidder, the Department will require in May 2013 a formal statement of intent to participate from school units.</p>	



RFP Requirement	Apple Response
<p><b>5.1.1.1. <u>Maine Alternative Deployments</u></b></p> <p>Maine middle schools may also elect to participate in an alternative one-to-one deployment, using different devices or configurations than that provided by the State-funded solution from the Provider. This alternative deployment could utilize an optional cost schedule for upgrades or enhancement offered by the Provider, or the school unit at its discretion could utilize equipment or services from some other vendor. If a school's alternative deployment satisfies criteria to be established by the Department, the State would provide to that school – for those service components that are susceptible to disaggregation — funds equal to the component(s) of the State-funded solution. The local school unit would have sole responsibility for any additional costs, beyond the State-funded solution, associated with the alternative deployment.</p>	<p>Apple has reviewed this information and confirms its understanding thereof.</p> <p>Eligibility criteria for wireless networks as part of the Apple solution are identified in the Cost Proposal.</p>
<p><b>5.1.2. <u>Hawaii school participation</u></b></p> <p>All Hawaii Department of Education public schools are expected to participate in this program. The Hawaii Department of Education consists of approximately 260 unique schools with a total enrollment of approximately 175,000 statewide. The procurement of these devices is expected to be phased over a three-year period, with five new complex areas (districts) added each year. Hawaii estimates it will deploy devices to approximately 60,000 students and staff annually until the third year of implementation, when essentially all</p>	<p>Due to the phased three-year approach outlined by the DOE and the rapid pace of change in technology, the State's technology implementation must be able to accommodate technical, professional development, resource, and budgetary needs as appropriate over time to ensure the success of the initiative continues beyond the initial deployment.</p> <p>Based on the DOE's three-year phase-in commitment of 60,000 devices per each of the three years, Apple's intent is to develop a deployment plan that would allow the State to participate in a customized 1:1 with pricing similar to the Tier 1 pricing in the Maine response.</p>



RFP Requirement	Apple Response
<p>staff and students statewide have a device. Procurement will be subject to availability of funds. This phased approach was chosen as opposed to a grade level approach because it honors the commitment to a K-12 construct and powerful K-12 articulation. By allowing Complex Area Superintendents and principals to opt in to the phases we are more likely to have those who are willing and able be early implementers and therefore lead the way to a more successful implementation. Selection of Complexes or Complex areas will be made by the office of the State Superintendent, and will be based on technology readiness, leadership readiness and staff readiness. Please refer to <b>Appendix E, State Profiles — Hawaii</b> for technical readiness details.</p>	
<p><b>5.1.3. Vermont school participation</b></p> <p>Presently, Vermont does not have statutory guidance for participation in this program. As such, it expects participation from schools serving students across all grade levels, K-12, based upon local decision-making.</p>	<p><b>Additional Participating States</b></p> <p>Apple's education mission is to transform teaching and learning by providing a personalized learning environment that supports creativity, collaboration, innovation, and critical thinking. We are committed to helping learners in every state attain the same degree of success that Maine's students have achieved over the last 10 years through the State's Learning Technology Initiative.</p> <p>The partnership between Apple and Maine has resulted in a customized approach to teaching and learning that precisely aligns to the specific goals, resources, and standards of the State's educational system. We believe this kind of partnership is essential to the success of any large-scale education technology initiative. Accordingly, we welcome the interest that Vermont, Massachusetts, Montana, New Jersey, Oklahoma, South Carolina, and other states have expressed in leveraging the MLTI model.</p>



RFP Requirement	Apple Response
	<p>Our experience with MLTI and other large initiatives has taught us that there is not a "one size fits all" solution that meets the needs of every customer; rather, unique needs require unique solutions. With its innovative education ecosystem, dedicated education sales and support teams, and over 30 years experience in the use of technology to enhance teaching and learning, Apple is uniquely qualified to help each state envision, plan, deploy, and maintain an optimized learning solution customized around its specific needs and goals.</p> <p>In addition to Tier 1 pricing for the State of Maine, Apple's proposal provides Tier 2 pricing as a demonstration of our commitment to forging fruitful, enduring partnerships with other established and potential MLTI participating states. To that end, we propose that Apple engage Vermont, Massachusetts, Montana, New Jersey, Oklahoma, South Carolina, and other such states in "discovery dialogs" following the conclusion of this RFP process. Through these dialogs, we can establish a comprehensive understanding of each state's specific vision, goals, requirements, and constraints. This understanding will enable Apple to develop individualized strategies and solutions for each participating state, just as it has for Maine.</p>

## 5.2. Opt-in

RFP Requirement	Apple Response
Participating states will coordinate with the Provider and its local schools to determine participation. Schools will be required to opt-in to the program by agreeing to terms and conditions between the state and the local school system. These terms and conditions will vary from state to state. The Provider is	Apple has reviewed this information and confirms its understanding thereof.



RFP Requirement	Apple Response
<p>expected to assist participating states with the dissemination of information about the solution in order to ensure that local schools make informed decisions.</p>	
<p><b>5.2.1. Maine Opt-in</b></p> <p>It is anticipated that the Maine Department of Education will require a formal opt-in from its schools no later than May of 2013. The timing of the opt-in may vary based upon the Bidder's solution.</p>	<p>Apple has reviewed this information and confirms its understanding thereof.</p>
<p><b>5.2.2. Hawaii Opt-in</b></p> <p>It is anticipated that Hawaii schools will participate on an opt-in basis. Because Hawaii schools will rely on state funds to be able to participate in this program, it is expected that State leadership will ultimately determine schools, complex, or complex area participation in the program.</p>	<p>Selection of schools in Complexes or Complex areas will be made by the office of the State Superintendent, and will be based on technology readiness, leadership readiness, and staff readiness. Knowing the minimum readiness criteria in each of these areas will be helpful in creating appropriate professional development, technical resource, and support plans for each phase. The depth and breadth of Apple's offerings and services in these areas will complement the DOE solution to address school-specific needs as they are identified.</p> <p>Based on the DOE's three-year phase-in commitment of 60,000 devices per each of the three years, Apple's intent is to develop a deployment plan that would allow the State to participate in a customized 1:1 with pricing similar to the Tier 1 pricing in the Maine response.</p>
<p><b>5.2.3. Vermont Opt-in</b></p> <p>It is anticipated that Vermont schools will participate on an opt-in basis. Because Vermont schools will rely on local funds to be able to participate in this program, it is expected that not all local schools or districts will elect to participate in the program.</p>	<p>Please refer to Apple's response to RFP Section 5.1.3., titled "Additional Participating States."</p>



## 5.3 Full Deployment

RFP Requirement	Apple Response
<p>All participating schools that opt in initially are required to be fully deployed for the start of the 2013-2014 school year. Schools that opt in at a later date would be deployed as soon as practicable.</p>	<p>Apple has reviewed this information and confirms its understanding thereof.</p>
<p><b>5.3.1. Maine Deployment</b> Bidders should note that some schools in the Aroostook County region of Maine begin school in early August. The Department will coordinate with the Provider to prioritize deployment and installations based upon the various Maine school system calendars.</p>	<p>Apple has reviewed this information and confirms its understanding thereof.</p>
<p><b>5.3.2. Hawaii Deployment</b> Bidders should note that some schools Hawaii begin earlier in the year than most other states (July 29th). Training would theoretically need to be done in June/early July.</p>	<p>Apple has reviewed this information and confirms its understanding thereof.</p>
<p><b>5.3.3. Vermont Deployment</b> Ideally, delivery of devices would take place in May or June of 2013 in anticipation of the Fall semester. Training would be done in June/July to prepare for Fall semester.</p>	<p>Please refer to Apple's response to RFP Section 5.1.3., titled "Additional Participating States."</p>



## 6. Personal Computing Device & Software Applications

RFP Requirement	Apple Response
<p>A portable, wireless computing device will be provided for each participating user in participating schools. All devices will be deployed in the first year of the program. Participating users will be defined by each State or local school.</p>	<p>Apple has reviewed this information and confirms its understanding thereof.</p>
<p><b>6.1.1. Maine Participating Users</b></p> <p>All students in participating middle schools (7th and 8th grade) will participate in the program. Additionally, all students in participating high schools (9th through 12th grade) will participate in the program. If a school elects to participate for other grade levels, all students in that grade level will participate in the program. Each teacher, librarian, school administrator, and technical coordinator in a participating 7-12 school will participate in this program. Personnel in these schools not covered by the State's funding may optionally participate if the local school elects to pay the per seat cost for those personnel.</p>	<p>Apple has reviewed this information and confirms its understanding thereof. Per seat cost will vary depending on whether the school is purchasing the Teacher or Student solution.</p>
<p><b>6.1.2. Hawaii Participating Users</b></p> <p>All grade levels will be eligible to participate in the program. Schools not centrally funded for program by State's may, subject to state approval, optionally participate if the local school elects to pay the per seat cost for those personnel and students.</p>	<p>Apple has reviewed this information and confirms its understanding thereof. Schools not centrally funded that elect to pay via their Weighted Student Funds can optionally participate at an agreed-upon per-seat cost, which may include a leasing option at the school level.</p>
<p><b>6.1.3 Vermont Participating Users</b></p> <p>All grade levels will be eligible to participate in the program. All students may optionally participate if the local school elects to pay the per seat cost for those personnel and</p>	<p>Please refer to Apple's response to RFP Section 5.1.3., titled "Additional Participating States."</p>



RFP Requirement	Apple Response
students.	

## 6.2. Device Quantities

RFP Requirement	Apple Response
<p><b>6.2.1. Teachers and Staff</b></p> <p>Participating educators and school personnel (which may include teachers, librarians, school administrators, technical coordinators, and more) will be equipped with a portable computing device (hereafter referred to as the “teacher’s” device). The teacher’s device may be the same as the student’s device or may be a more fully capable device. Either way, the teacher’s device must satisfy educational and practical functional goals in the classroom and for lesson preparation.</p>	<p>Apple has reviewed these requirements and confirms its understanding thereof.</p>
<p><b>6.2.1.1. <u>Maine Teachers and Staff</u></b></p> <p>Classroom teachers in all content areas, special education teachers, literacy specialists, librarians and itinerant teachers will all receive a computing device. In addition, school administrators including principals, assistant principals, special education directors, technology directors, technology integrators, and others will be equipped with a portable teacher’s device. The Department will work with schools to determine the exact number of eligible staff for each school. In 2009, the Department’s initial count for total eligible staff for grades 7-12 was 11,869.</p>	<p>Apple has reviewed this information and confirms its understanding thereof.</p>



RFP Requirement	Apple Response
<p><u>6.2.1.2. Hawaii Teachers and Staff</u> At a minimum, classroom teachers in Math and Language content areas, special education teachers, literacy specialists, librarians and itinerant teachers will all receive a computing device. Hawaii will ensure that all classroom teachers will eventually have a device. The Hawaii Department will work with schools to determine the exact number of eligible staff for each school.</p>	Apple has reviewed this information and confirms its understanding thereof.
<p><u>6.2.1.3. Vermont Teachers and Staff</u> Because of the local nature of this opportunity, schools will determine the teachers and staff eligible to receive a portable device. The recommendation from the Vermont Department of Education will include a device for each teacher involved in the building based 1:1 program with additional devices available for staff in other content areas that are impacted by the 1:1 computing program.</p>	Please refer to Apple’s response to RFP Section 5.1.3., titled “Additional Participating States.”

### 6.3. Students

RFP Requirement	Apple Response
Each student in participating schools will be equipped with at least one portable computing device. The educational requirement is a minimum 1:1 ratio – at least one device per student.	Apple has reviewed these requirements and confirms its understanding thereof.
<p><b>6.3.1. Maine Students</b> The estimated number of Maine students is summarized in Table A</p>	Apple has reviewed this information and confirms its understanding thereof.



RFP Requirement	Apple Response
<p>[page 21 of RFP]. This data is based on the spring reported enrollments (April 2012) for Maine public schools.</p> <p>The anticipated program commences in August 2013 with the Classes of 2014 through 2019. The actual student enrollment numbers could be higher or lower.</p> <p>The count could be lower if some eligible schools elect not to participate. As described in Section 5.1.1.1 Alternate Deployments, schools may also elect to participate in an alternative 1- to-1 deployment using different devices or configurations than that provided by the State-funded solution described by the Bidder.</p>	
<p><b>6.3.2. Hawaii Students</b></p> <p>The estimated number of Hawaii students is summarized in Table B [page 22 of RFP]. This data is based on the statewide projected enrollment for school year 2013-14.</p>	<p>Apple has reviewed this information and confirms its understanding thereof.</p>
<p><b>6.3.3. Vermont Students</b></p> <p>The estimated number of Vermont students is summarized in Table C [page 22 of RFP]. This data is based on a statewide projected enrollment for school year 2013-14.</p>	<p>Please refer to Apple’s response to RFP Section 5.1.3., titled “Additional Participating States.”</p>

#### 6.4. Students with Disabilities

RFP Requirement	Apple Response
<p>All students will receive a device except students who are determined by an individual education program (IEP) team to be unable to benefit from learning technology equipment.</p>	<p>Apple has reviewed this information and confirms its understanding thereof.</p> <p>Please refer to Apple’s response to Section</p>



RFP Requirement	Apple Response
Ideally, all learners should benefit from the Bidder's solution. The school unit will provide additional adaptations, software, or peripheral equipment from the Provider or another vendor if necessary.	6.5.16. for more information on the robust accessibility features built into Apple's Mac products.

## 6.5. Device Functional Requirements

RFP Requirement	Apple Response
Bidders must complete the <b>Portable Computing Device Specifications Summary</b> included in <b>Appendix G – Additional Forms</b> . If more than one portable computing device is included in the solution, Bidders must complete one Summary Sheet per device.	Apple's proposal complies with this requirement.
<b>6.5.1. Assessment Compatibility</b> The solution must meet, and ideally exceed the Hardware Purchasing Guidelines published by the Smarter Balanced Assessment Consortia (SBAC) and the Partnership for Assessment of Readiness for College and Careers (PARCC).	Apple's 11-inch MacBook Air running OS Mountain Lion (10.8) meets and/or exceeds recommended minimum requirements for new purchases issued by SBAC on December 4th, 2012 and amended on January 7th, 2013: <ul style="list-style-type: none"><li>• <b>Processor/Memory/Hard Drive:</b> Includes a 1.7 GHz dual-Core Intel processor, 4GB of onboard memory, 128GB of flash storage containing at least 1GB free space, all of which meet or exceed SBAC minimum hardware requirements.</li><li>• <b>Screen Size:</b> Display is 11.6 inches, exceeding the required 10-inch class screen size category and native resolution is 1366 X 768, exceeding the minimum resolution requirement of 1024 x 768.</li><li>• <b>Headphones/Earphones:</b> A 3.5-mm stereo headphone minijack, microphone, and built-in speakers come standard, meeting the ELA and speech to text requirements.</li><li>• <b>Security:</b> Macs running OS X include management controls which can limit the user to a single application via centralized management tools — meeting the requirement to provide administrative</li></ul>



RFP Requirement	Apple Response
	<p>tools and capabilities to temporarily disable features, functionalities, and applications that could present a security risk during test administration.</p> <ul style="list-style-type: none"><li>• <b>Keyboards:</b> Includes a full-size backlit keyboard and Multi-Touch trackpad, meeting specified mechanical (tactile) keyboard requirement.</li><li>• <b>Network:</b> Supports 802.11n Wi-Fi wireless networking and IEEE 802.11a/b/g compatibility, exceeding the minimum requirements of 10-20 Kbps per student simultaneously.</li></ul> <p>Apple's 11-inch MacBook Air running OS Mountain Lion (10.8) also meets and/or exceeds recommended minimum requirements for new purchases issued by PARCC on December 21, 2012:</p> <ul style="list-style-type: none"><li>• <b>Memory:</b> Includes a 1.7 GHz dual-core Intel Core processor and 4GB of onboard memory, exceeding minimum processor speed and memory requirements.</li><li>• <b>Connectivity:</b> Supports 802.11n Wi-Fi wireless networking and IEEE 802.11a/b/g compatibility, exceeding the SETDA external connection to the Internet recommendation of 100 Kbps per student or faster.</li><li>• <b>Screen Size:</b> Display is 11.6 inches, exceeding the required 10-inch class screen size category.</li><li>• <b>Screen Resolution:</b> 1366 x 768 native resolution, exceeding the minimum resolution of 1024 x 768.</li><li>• <b>Input Device Requirements:</b> Includes a full-size backlit keyboard and Multi-Touch trackpad, meeting specified keyboard/touch input requirements; and accommodates other assistive technologies (including 63 USB or Bluetooth Braille displays) that can address prospective PARCC assistive technology</li></ul>



RFP Requirement	Apple Response
	<p>requirements to be determined by June, 2013.</p> <ul style="list-style-type: none"><li>• <b>Headphone/Earphone and Microphone Requirements:</b> A 3.5-mm stereo headphone minijack, microphone, and built-in speakers come standard, meeting the ELA and speech to text requirements.</li><li>• <b>Security Requirements:</b> Macs running OS X include management controls which can limit the user to a single application via centralized management tools — meeting the requirement to provide administrative tools and capabilities to temporarily disable features, functionalities, and applications that could present a security risk during test administration, but not prevent a PARCC secure browser or other test software to be determined from entering the computer into lock down mode.</li></ul>
<p><u>6.5.1.1.</u>    <u>Maine</u></p> <p>Many Maine schools use the Northwest Evaluation Association (NWEA) formative assessment tool. It is desirable that the solution is compatible with the NWEA tool.</p>	<p>The Northwest Evaluation Association's MAP formative assessment tool works on the MacBook Air via NWEA's downloadable TestTaker software. The MacBook Air proposed in response to this RFP meets all of NWEA's Technical Requirements (including OS and fonts) as describe on the NWEA website.</p>
<p><u>6.5.1.2.</u>    <u>Hawaii</u></p> <p>Many Hawaii schools use the Global Scholar Pinnacle Instruction Learning Management System as a formative assessment tool. It is desirable that the solution is compatible with this tool.</p>	<p>Access to the Pinnacle Instruction Learning Management System (LMS) is web-based. Global Scholar has confirmed that the Pinnacle Instruction LMS is compatible with Apple's Safari browser, which comes preinstalled on every new MacBook Air.</p>
<p><b>6.5.2. Device Connectivity</b></p> <p>The device will be able to connect to the Wi-Fi network and also be able to also access the school's pre-existing local network, and the Internet, wirelessly (via Wi-Fi) within the school,</p>	<p>When you're wireless, you're truly mobile. That's why MacBook Air features 802.11n Wi-Fi and Bluetooth 4.0 technology. Wireless connectivity allows you to browse the web, send email, and share or print documents no matter where you are.</p>



RFP Requirement	Apple Response
<p>home or other area outside the school. The Bidder must describe the device’s native connectivity capacity as well as connectivity options including those that may require additional attachments and whether these attachments are a part of the proposed solution. The Bidder must describe its wireless network connectivity solution in detail in <b>Section 7, Network Connectivity and Infrastructure.</b></p>	<p>MacBook Air Wi-Fi specifications:</p> <ul style="list-style-type: none"><li>• Built-in 802.11n Wi-Fi wireless networking at 2.4 GHz and 5 GHz, IEEE 802.11a/b/g compatible.</li><li>• 802.11n at 2.4 GHz and 5 GHz</li><li>• MCS Index 15 / HD40 / 400ns GI</li><li>• Bluetooth 4.0 wireless technology.</li><li>• Optional (not included in price per seat): Wired Ethernet connection with either (1) Apple USB Ethernet Adapter or (2) Apple Thunderbolt to Gigabit Ethernet Adapter permit MacBook Air to be connected via Ethernet to the Internet. The USB adapter connects to the USB 2.0 port and provides an RJ-45 connector that supports 10/100BASE-T networks. The Thunderbolt to Gigabit Ethernet Adapter connects to the Thunderbolt port provides an RJ-45 connector that supports 10/100/1000BASE-T networks. Please refer to Appendix B, Cost Proposal Form, Table 4 for part numbers and pricing.</li></ul>
<p><b>6.5.3. Device Portability</b></p> <p>The device will be able to be carried conveniently and easily by students and teachers — either via a provided carrying case or some built-in carrying ability. The portable computing device shall be lightweight. While the Department will not mandate a specific maximum weight, as a guideline the Department would prefer to see a device and all its components that weighs six pounds or less. In general, the lighter the better.</p>	<p>Even at less than an inch thin, MacBook Air sets a very high benchmark — by making flash storage standard. Flash chips are very small, allowing MacBook Air to be incredibly thin and light. Flash is also solid state, meaning there are no moving parts. Which makes it reliable, durable, and quiet. And because we place the flash chips directly on the logic board, they take up much less space — about 90 percent less, in fact. That creates room for other important things, like a bigger battery.</p> <p><b>Student Device: 11-inch MacBook Air</b></p> <ul style="list-style-type: none"><li>• Height: 0.11-0.68 inch (0.3-1.7 cm)</li><li>• Width: 11.8 inches (30 cm)</li><li>• Depth: 7.56 inches (19.2 cm)</li><li>• Weight: 2.38 pounds (1.08 kg)</li></ul>



RFP Requirement	Apple Response
	<p><b>Teacher Device: 13-inch MacBook Air</b></p> <ul style="list-style-type: none"><li>• Height: 0.11-0.68 inch (0.3-1.7 cm)</li><li>• Width: 12.8 inches (32.5 cm)</li><li>• Depth: 8.94 inches (22.7 cm)</li><li>• Weight: 2.96 pounds (1.35 kg)</li></ul> <p>Actual weight varies by configuration and manufacturing process.</p>
<p><b>6.5.4. Device Durability</b></p> <p>The portable computing device must be highly durable and withstand reasonable and normal daily use by middle and high school students. It is desirable that the device shall be durable enough to withstand occasional mishaps, and resist hazards such as dust, dirt and spills – and still function. It shall also have parts that cannot be easily removed, tampered with, or broken.</p> <p>In order to provide necessary protection for the device during normal transport, the Bidder may include an appropriate carry case. Ideally the case would allow schools to easily label cases for easy identification (i.e. “All black bags look alike”). Included cases shall be included in the annual per seat cost and shall be fully covered by the Provider’s support and warranty program as described in <b>Section 9, Warranty, Insurance, Damage and Theft.</b></p>	<p>Apple’s longtime experience with the MLTI—over 10 years—has contributed to ongoing improvements in the design of our products.</p> <p><b>MagSafe 2 connector</b></p> <p>The MagSafe 2 power connector makes charging the notebook’s battery easier than ever by magnetically coupling the power cord to the MacBook Air. The MagSafe 2 power connector safely disconnects from the notebook when there is strain on the power cord, helping to prevent the notebook from falling off its work surface when the power cord is inadvertently yanked. This protects the system from drops and safeguards valuable data and media.</p> <p><b>Latchless design</b></p> <p>MacBook Air opens and closes simply and easily without the need for a latching mechanism that could easily break with heavy use.</p> <p><b>Keyboard design</b></p> <p>MacBook Air features a full-size keyboard that is extremely comfortable to type on for small or big hands. The unique design, originally pioneered with the MacBook, fully integrates the keyboard into the design from inside the enclosure. The resulting keyboard is firm, responsive to the touch, and provides greater support.</p>



RFP Requirement	Apple Response
	<p><b>Durable unibody</b> The unibody design, originally pioneered with the original MacBook Air, provides a simplified and highly durable structural design with significantly fewer parts and seams, crafted from a single piece of aluminum. MacBook Air applies the unibody design and manufacturing principles not only to the bottom case, but also to the display housing as well, providing a total unibody design perfect for life in the backpack and life on the go.</p> <p><b>Flash storage</b> MacBook Air is designed entirely around flash storage. Flash storage is perfect for education because it is far superior to traditional hard drives. Not only is it faster — up to four times faster than traditional 5400rpm hard drives — it also allows for an “instant-on” experience. When you open the lid, or if the lid is already open, press a button and MacBook Air is instantly on and ready to use for note taking or working on in-class projects. Even more important than the performance provided, Flash has no moving parts, which means that the drives are more reliable than traditional hard drives. As a result, Flash drives require fewer repairs, and with no moving parts there is less risk of losing data should a system be dropped inadvertently. This also means that there is no need for a “sudden motion sensor” found in the previous MacBook, because there are no hard drive heads to park in an attempt to preserve data on impact.</p> <p><b>Built-in feet</b> Simple but important, attention to detail makes MacBook Air perfect for life in schools. Securing integrated feet from inside the system ensures that the feet will stay in place. The rubber surface of the feet ensures that MacBook Air stays in place on a desk while typing, without moving or sliding.</p>



RFP Requirement	Apple Response
	<p><b>Carrying case</b></p> <p>The carrying case for Teacher and Student MacBook Airs will be the Brenthaven Trek Sleeve. The Brenthaven Trek Sleeve will have a clear protective area that will allow schools to apply identification labels and/or markings to uniquely identify the carrying case as belonging to that school, student, or teacher.</p>
<p><b>6.5.5. Device Power</b></p> <p>The portable computing device will have a battery capacity that will allow the device to be used throughout a standard school day without being recharged. The battery will need to have the ability to be recharged by the student at home or elsewhere or through a type of multi-unit re-charger at the school, and will need to be able to be recharged overnight or sooner. The device shall also be able to be powered by a standard electrical plug.</p> <p>The Bidder must specify the recharge time, electrical load, battery life, and other relevant electrical specifications of its solution. Although each local school unit that opts to participate in this program shall be responsible to ensure minimum building readiness for the installation of the bid solution based on specifications supplied by the Provider — including electrical wiring needs — the bid solution should be designed to minimize necessary costs of building preparation in terms of adding electrical receptacles or additional power to classrooms. The proposed solution should respect the limited electrical power capacity within the school and classroom environment.</p>	<p><b>Student Device: 11-inch MacBook Air</b></p> <p>The 11-inch MacBook Air utilizes a 35-watt-hour lithium-ion polymer battery that packs in a higher power density than nickel-based batteries. This gives you a longer lasting battery in a lighter package, as lithium is the lightest metal. You can also recharge a lithium-ion polymer battery whenever it is convenient, without the full charge or discharge cycle necessary to keep nickel-based batteries at peak performance. This technology combined with space-saving flash storage leaves room for a bigger battery that provides up to 5 hours of battery life on a single charge for the 11-inch MacBook Air (battery life depends on usage and configuration). Battery recharge times vary based on a number of conditions. If the system is off, 11-inch MacBook Air can charge in approximately 90 minutes. If the system is being used, recharge times will be longer.</p> <p><b>Teacher Device: 13-inch MacBook Air</b></p> <p>The 13-inch MacBook Air utilizes a 50-watt-hour lithium-ion polymer battery that packs in a higher power density than nickel-based batteries. This gives you a longer lasting battery in a lighter package, as lithium is the lightest metal. You can also recharge a lithium-ion polymer battery whenever it is convenient, without the full charge or discharge cycle necessary to keep nickel-based batteries at peak performance. This technology combined with space-saving flash storage leaves room for a bigger battery that provides up to 7 hours of battery life on a single charge for the</p>



RFP Requirement	Apple Response
<p>The Department recognizes that while the type of usage can impact battery life, that in general battery life is often most impacted by the display, motors, and network radios. The Bidder must describe its strategy to ensure sufficient battery life, and how its solution takes into account common battery intensive tasks.</p> <p>Battery replacements and proper recycling of spent batteries will be done within the per seat cost and in such a way that does not impact teaching and learning. The Bidder must describe its plan for providing replacement batteries and for recycling spent batteries.</p>	<p>13-inch MacBook Air (battery life depends on usage and configuration). Battery recharge times vary based on a number of conditions. If the system is off, 13-inch MacBook Air can charge in approximately 90 minutes. If the system is being used, recharge times will be longer.</p> <p><b>Features of both devices</b></p> <p>The MacBook Air also features advanced battery chemistry that greatly extends the battery's lifespan. The built-in battery of the MacBook Air is designed to deliver 1000 full charge and discharge cycles before it reaches 80 percent of its original capacity. In addition, Adaptive Charging reduces the wear and tear on the battery giving it a lifespan of up to 5 years.</p> <p>Each 11-inch and 13-inch MacBook Air comes with a 45-watt MagSafe 2 Power Adapter that will act as a charging station by recharging the device from a standard electrical plug either at the home or in the classroom. The MagSafe 2 Power Adapter features a magnetic DC connector that ensures your power cable will disconnect if it experiences undue strain. The head of the DC connector also has an LED that glows amber to let you know when the device is charging and green when the device is fully charged.</p> <p><a href="http://www.apple.com/batteries/notebooks.html">www.apple.com/batteries/notebooks.html</a></p> <p>MacBook Air batteries are not designed to be removable by users. If a battery replacement is required due to defect or depletion, a spare device will be issued and the unit in need will be dispatched utilizing the local depot's online tool. The depot will facilitate the repair and proper recycling of materials used.</p> <p>Replaced and spent batteries will be recycled in accordance with Apple's environmental standards, which meet the State of Maine's requirements.</p>



RFP Requirement	Apple Response
<p><b>6.5.6. Keyboard</b></p> <p>The portable computing device will have an appropriately sized keyboard function that facilitates text input, integrated into the device, into the carrying case, or some other effective method. While an ideal solution would include a standard-size keyboard, it is recognized that a smaller size may be necessary. Nonetheless, the Department seeks a keyboard interface of sufficient size and ease of use for students and teachers to be able to do their work effectively and efficiently without discomfort.</p>	<p>Anyone can try to make a notebook that's thin and light. Success comes in doing it without cutting corners. That's why MacBook Air features a full-size keyboard, not a condensed version of what you're used to. When you type on the MacBook Air, it's just as comfortable as typing on a desktop keyboard. And now the keyboard is backlit, so you can type comfortably even in low-light conditions. A built-in sensor detects changes in the ambient lighting and adjusts the keyboard and display brightness automatically, giving you the perfect illumination in any environment.</p> <p>MacBook Air includes keyboard support for English, Japanese, French, German, Spanish, Italian, Dutch, Swedish, Danish, Norwegian, Finnish, Traditional Chinese, Simplified Chinese, Korean, Brazilian Portuguese, Portuguese (Portugal), Russian, Polish, Czech, Turkish, Hungarian, Arabic, Catalan, Croatian, Greek, Hebrew, Romanian, Slovak, Thai, and Ukrainian through settings.</p>
<p><b>6.5.7. Screen</b></p> <p>The portable computing device will have a color screen of sufficient size with good resolution. While the Department will not mandate a screen size, the solution should take into account ease of use and functionality (as described below in Section 6.6, Software and Function as well as any requirements defined in Section 6.5.1, Assessment Compatibility). In general, the higher the resolution the better. The Provider should keep in mind portability, size, and weight.</p>	<p>Corner to corner and pixel by pixel, the MacBook Air display is both an engineering feat and a design breakthrough. The display measures a mere 4.86 millimeters (0.19 inch) thin, yet the resolution is so high, you'll feel like you're looking at a much larger screen. And with good reason. The 11-inch MacBook Air wows with a resolution equivalent to a typical 13-inch notebook, while the resolution of the 13-inch MacBook Air is equivalent to a typical 15-inch notebook.</p> <p><b>Student Device: 11-inch MacBook Air</b></p> <p>Display specifications:</p> <ul style="list-style-type: none"><li>• 11.6-inch (diagonal) high-resolution LED-backlit glossy widescreen display with support for millions of colors</li><li>• Supported resolutions: 1366 x 768 (native) at 16:9 ratio, 1152 x 720 pixels and 1024 x 640 at 16:10 ratio, and 1024 x 768 and 800 x 600 at 4:3 ratio.</li></ul>



RFP Requirement	Apple Response
	<p><b>Teacher Device: 13-inch MacBook Air</b> Display specifications:</p> <ul style="list-style-type: none"><li>• 13.3-inch (diagonal) high-resolution LED-backlit glossy widescreen display with support for millions of colors</li><li>• Supported resolutions: 1440 x 900 (native), 1280 x 800, 1152 x 720, and 1024 x 640 at 16:10 ratio and 1024 x 768 and 800 x 600 at 4:3 ratio.</li></ul>
<p><b>6.5.8. Mouse/Pointing Function</b></p> <p>The portable computing device will have a mouse/pointing capability that provides pointing functions and is easy to use. It is preferable for pointing functions to be integrated into the device (e.g. trackpad, track point, touch screen, etc.) and not rely on a separate attachment.</p>	<p>The Multi-Touch gestures in OS X make everything you do on MacBook Air more intuitive and direct. The spacious Multi-Touch trackpad is perfectly designed for users, whether it's a three-finger swipe to activate Mission Control or a four-finger pinch to see all your apps in Launchpad. Gesture responses in OS X are smooth and realistic. So when you're scrolling up and down a web page or swiping from one full-screen app to another, it's almost like you're touching what you're seeing.</p> <p><b>Click</b> Press down anywhere to click. Or, with Tap to Click enabled, tap the trackpad.</p> <p><b>Double-click</b> Press down two times anywhere. Or, with Tap to Click enabled, double-tap the trackpad.</p> <p><b>Tap to zoom</b> Double-tap the trackpad with two fingers to magnify a web page or PDF.</p> <p><b>Two-finger scroll</b> Slide two fingers up or down the trackpad to scroll through documents, websites, and more.</p> <p><b>Swipe to navigate</b> Flip through web pages, documents, and more like thumbing pages in a book.</p> <p><b>View Mission Control</b> Swipe up on the trackpad to get a bird's-eye view of everything running on your Mac.</p>



RFP Requirement	Apple Response
<p><b>6.5.9. Audio</b> The portable computing device will have built-in audio capabilities, including speakers for personal use and an audio-out capability that accepts standard 1/8" audio connectors for headphones or speakers. It should also include an integrated microphone and audio-in capacity.</p>	<p>Despite its compact form, MacBook Air delivers full stereo sound. Space-efficient design inside the enclosure allows for the placement of left and right speakers that project sound through the keyboard. So you're able to enjoy a richer audio experience while collaborating online, watching video content, listening to music, or listening to language clips. The MacBook Air also works with most USB headphones and microphones available on the market today.</p> <p><b>Audio specifications:</b></p> <ul style="list-style-type: none"><li>• Stereo speakers</li><li>• Omnidirectional microphone</li><li>• 1/8" (3.5-mm) stereo headphone minijack</li><li>• Bluetooth support for both audio input and output devices</li><li>• Support for headphones that include a Remote and Microphone via 1/8" (3.5-mm) stereo headphone minijack</li></ul>
<p><b>6.5.10. Camera</b> The portable computing device will have an integrated, built-in camera capable of capturing/recording images and video.</p>	<p>The MacBook Air includes a built-in 720p FaceTime HD camera. With three times the resolution of the previous FaceTime camera, more detail can be shared in video conferences with experts or other classrooms. And the widescreen format means an entire classroom can fit into the picture without having to crowd around the display.</p>
<p><b>6.5.11. Size</b> The portable computing device will fit on school desks and be easily carried by an adolescent-aged student.</p>	<p><b>Student Device: 11-inch MacBook Air</b></p> <ul style="list-style-type: none"><li>• Height: 0.11-0.68 inch (0.3-1.7 cm)</li><li>• Width: 11.8 inches (30 cm)</li><li>• Depth: 7.56 inches (19.2 cm)</li><li>• Weight: 2.38 pounds (1.08 kg)</li></ul> <p><b>Teacher Device: 13-inch MacBook Air</b></p> <ul style="list-style-type: none"><li>• Height: 0.11-0.68 inch (0.3-1.7 cm)</li><li>• Width: 12.8 inches (32.5 cm)</li><li>• Depth: 8.94 inches (22.7 cm)</li><li>• Weight: 2.96 pounds (1.35 kg)</li></ul>



RFP Requirement	Apple Response
<p><b>6.5.12. Ports</b></p> <p>The device should ideally have additional ports/capacity for attachment of external devices. In addition, the device will be capable of connecting to standard video output devices such as digital projectors or monitors. It is desirable that the device will be compatible with common interactive white board systems.</p>	<p>With the lightning-fast Thunderbolt port, you can connect your MacBook Air to the latest devices and displays, like the Apple Thunderbolt Display. MacBook Air also comes equipped with two USB 3 ports, so you can connect the latest USB 3 devices and access a pipeline that's up to 10 times faster than USB 2. With just a few connections, MacBook Air transforms from an ultraportable notebook to a complete workstation.</p> <ul style="list-style-type: none"><li>• Two USB 3 ports (up to 5Gbps); backwards compatible to USB 2 and USB 1.1.</li><li>• 13-inch MacBook Air for Teachers also features an SD card slot.</li><li>• Thunderbolt port (up to 10Gbps) – With one port, MacBook Air gives you access to a world of high-speed peripherals capable of transferring data up to 12 times faster than FireWire 800 and up to 20 times faster than USB 2.0.</li></ul> <p><b>Thunderbolt Adapters included:</b></p> <ul style="list-style-type: none"><li>○ VGA output using Mini DisplayPort to VGA Adapter</li></ul> <p><b>Optional Thunderbolt Adapters available for purchase:</b></p> <ul style="list-style-type: none"><li>○ Thunderbolt to Gigabit Ethernet Adapter</li><li>○ Thunderbolt to FireWire Adapter</li><li>○ Native Mini DisplayPort output</li><li>○ DVI output using Mini DisplayPort to DVI Adapter</li><li>○ Dual-link DVI output using Mini DisplayPort to Dual-Link DVI Adapter</li><li>○ HDMI audio and video output using third-party Mini DisplayPort to HDMI Adapter</li></ul> <p>Both the Teacher and Student device will be able to use existing interactive whiteboard systems with the appropriate adapter or Apple</p>



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	TV. Please see Cost Proposal Form, Table 4 Optional Features for part numbers and pricing.
<p><b>6.5.13. Boot Time/Wake Time</b></p> <p>A device that starts and is ready for use quickly is highly desirable. The Bidder must specify the boot and wake time for its device.</p>	<p>The decision to use flash storage in an ultracompact notebook like MacBook Air made perfect sense. With flash, your computer starts up in almost no time and accesses data quickly. Flash also gives MacBook Air the astonishing ability to remain in standby mode for up to 30 days. Which means your MacBook Air snaps on in an instant, whether you open it tomorrow, next week, or next month. Because flash storage is up to two times faster than a conventional hard drive, everything you do is more responsive and immediate — starting up, browsing a large photo library, launching applications, and opening files.</p> <p>Boot time can vary on the MacBook Air depending on configuration. Generally, MacBook Air will boot to a productive state within 20 seconds and will wake from a sleep state in 5 seconds.</p>
<p><b>6.5.14. Upgrades</b></p> <p>Upgrades to the portable computing device, if proposed, during the term of the contract will be done within the per seat cost at a time that does not impact teaching and learning.</p>	Apple’s proposed solution complies with this requirement.
<p><b>6.5.15. Ergonomics</b></p> <p>The system and design will be one which can be used efficiently and comfortably with a minimum amount of fatigue or adverse physical effects. The Bidder must specify what ergonomic standards or guidelines it has adopted in its proposed design.</p>	<p>Apple views ergonomics as a fundamental principle of sound product design. Accordingly, we take the following standards and guidelines into account when designing our products:</p> <p><b>ANSI/HFES 100-2007</b> Human Factors Engineering of Computer Workstations</p> <p><b>ANSI/HFES 200</b> Human Factors Engineering of Software User Interfaces</p>



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	<p><b>ISO 9241 parts 4 &amp; 9</b> Keyboards and pointing devices</p> <p><b>ISO 9995</b> Keyboard configuration</p> <p><b>ISO 13206-2</b> Flat panel displays</p>
<p><b>6.5.16. Accessibility</b></p> <p>It is the intent to purchase hardware and software that provides the highest degree of accessibility to all users, including users who may have an impairment that interferes with the use of the device. The solution will have the capacity to interface with peripherals, software and assistive technologies used by students, teachers and others with visual, hearing, mobility, communication and/or cognitive impairments and will conform to the ISPB-approved Computer Application Program Accessibility Standard which can be found at:</p> <p><a href="http://www.maine.gov/oit/accessibility/software_policy.html">http://www.maine.gov/oit/accessibility/software_policy.html</a></p> <p>There must not be a need for complex and expensive adaptation and/or specialized design later to meet the needs of users. The design should communicate necessary information in as many different forms as possible (e.g., verbal, auditory, tactile, pictorial) to accommodate needs. It should be of appropriate size and should be operable in at least one mode for those with limited hand, arm, leg or trunk strength, flexibility and range of motion. Space should be provided for approach, reach, manipulation and use regardless of a user's body size, posture or mobility.</p>	<p><b>Apple's Commitment to All Learners</b></p> <p>In a time when we find our student populations becoming increasingly diverse and learning strengths and needs more apparent, Apple provides award-winning technology tools to support a rich learning environment for students regardless of their learning differences. These tools can engage learners, enhance their achievement, and inspire them to work harder. Apple has always been committed to empowering the individual and demonstrates this commitment by building into Apple's operating systems features that extend the usability of each system for a diverse range of users. With the newest versions of OS X, Apple increases this usability and provides schools with amazingly engaging and cost effective tools.</p> <p><b>Apple's Inclusive Education Solutions</b></p> <p>Apple's inclusive educational solutions provide learning opportunities for everyone in the classroom, regardless of individual learning differences. These elements work together seamlessly out of the box and as part of an end-to-end education solution that prepares all students for life in the 21st century. Accessibility features and applications extend to every member of the learning environment, allowing students, teachers, and administrators to thoroughly engage with the device.</p> <p>With Apple educational solutions, schools get:</p> <ul style="list-style-type: none"><li>• Built-in accessibility features</li><li>• Built-in applications that enhance accessibility</li></ul>



RFP Requirement	Apple Response
<p>The Bidder must describe to what extent its proposed solution satisfies this requirement. This should include a description of whether and how the device provides the functionality and/or the capability to interface with peripherals, software and assistive technologies for visual, hearing, mobility, communication and cognitive impairments.</p>	<ul style="list-style-type: none"><li>• Access to a wealth of third party applications designed for, or applicable to, the education market</li><li>• Access to assistive technology products from other vendors, designed to integrate seamlessly with OS X</li><li>• An easy-to-use, consistent, and reliable solution that fits seamlessly into existing computing infrastructures and budgets</li><li>• A partner in education who liaises with other industry leaders to meet the needs of schools</li></ul> <p><b>Accessibility Features in OS X</b> Mac computers include an easy to use operating system that enables all students to access content for learning and to become producers of knowledge regardless of their abilities. OS X's powerful, built-in accessibility features, which Apple collectively refers to as Universal Access, and built-in applications that enhance accessibility can be used to meet the unique needs of each learner. Apple has integrated these "Universal Access" features throughout the operating system and consolidated them in a control panel (titled Accessibility) to make specific accessibility features easy to locate, while providing a means to activate and adapt them to meet each user's requirements. OS X delivers built-in solutions and enables third parties to develop and deliver additional hardware and software accessibility solutions to meet the unique needs of specific users.</p> <p>For those with vision disabilities:</p> <p><b>VoiceOver</b> – A fully integrated, built-in screen reader technology provides access to Mac through speech, audible cues, and keyboard navigation. Key features include:</p> <ul style="list-style-type: none"><li>○ Support for multiple modes of interaction including gestures, keyboard commands and Braille displays</li></ul>



RFP Requirement	Apple Response
	<ul style="list-style-type: none"><li>○ Caption and Braille panel for improved collaboration</li><li>○ Supported Languages: VoiceOver includes English voices and English Braille tables for contracted and non-contracted (“computer”) Braille. It also includes built-in voices that speak 22 languages: Arabic, English, Czech, Danish, Dutch, Finnish, French (France), German, Hungarian, Italian, Japanese, Korean, Norwegian, Polish, Portuguese (Portugal), Portuguese (Brazilian), Russian, Spanish (Spain), Swedish, Turkish, Cantonese, Mandarin (China) and Mandarin (Taiwan). In addition, there are other languages available for download including: Greek, Hindi, Indonesian, Romanian, Slovak, and Thai, as well as alternative voices with differing dialects such as English (UK), English (Australia), English (South Africa) and Spanish (Mexico).</li><li>○ Built-in support for over 40 of the most popular USB and Bluetooth Braille displays</li><li>○ Built-in support for more than 80 Braille tables supporting a wide range of languages</li><li>○ Braille mirroring: enables educators to connect up to 32 USB Braille displays (or one Bluetooth display and up to 31 USB Braille displays) simultaneously to a single Mac. With Braille mirroring, multiple Braille users can work together on the same computer without having to share the same Braille display; deaf and blind users can collaborate together on the same computer at the same time; and students using Braille can follow what the teacher is demonstrating to their sighted classmates.</li><li>○ Portable Preferences: If a student has customized VoiceOver to work a certain</li></ul>



RFP Requirement	Apple Response
	<p>way, they can use their VoiceOver preferences with any Mac. Create a VoiceOver portable preferences file on a USB flash drive using VoiceOver Utility, and when it's plugged into the drive of another computer running OS X Snow Leopard or later, VoiceOver automatically detects them.</p> <p><b>Screen Magnification</b> – Zoom is a built-in, full-screen magnifier that can magnify items on screen up to 20 times. You can activate it using keyboard commands, a button on the screen, a trackpad gesture, or a Magic Mouse. Zoom can be set to either full screen or a picture-in-picture view, allowing you to see the zoomed area in a separate window while keeping the rest of the screen at its native size. When the screen is magnified, it moves continuously and automatically to follow the motion of the mouse cursor. The screen image is anti-aliased to provide extraordinary text and image clarity. With a powerful Quartz rendering engine in OS X, text, graphics, and even motion video can be magnified without affecting system performance.</p> <p><b>Display Adjustment</b> – Flexible display adjustments provide users with visually appealing options such as grayscale, monochrome, or high-contrast video display. These settings do not rely on applications to support them, and they also apply system-wide, so students are assured of a consistent view in every application.</p> <p><b>Text-to-Speech Synthesis</b> – Speaks highlighted text as well as text in dialogs and alert messages. Provides a form of alternative communication when used in conjunction with a variety of text-based applications including TextEdit, Pages, Messages, Safari and Mail. Using the Services menu, students and educators can save speech output as a spoken track in</p>



RFP Requirement	Apple Response
	<p>iTunes. They can play the spoken text again later, add it to a playlist, and even sync it to an iOS device so they can listen to it on the go.</p> <p><b>Safari Reader</b> – Safari Reader removes visual distractions from online articles so students can focus on the content. As you browse the web, Safari detects if you're on a web page with an article. Click the Reader icon in the Smart Address Field, and the article appears instantly in one continuous, clutter-free view. You see every page of the article — whether two or twenty. The onscreen controls let you easily zoom in on the article. Because Safari Reader presents multipage articles as one, continuous view, VoiceOver users can listen to the article without any interruptions.</p> <p><b>Dictation</b> – Dictation converts your words into text. It works with text fields in any OS X app — no additional third-party developer support is required. Dictation uses the built-in microphone on your Mac, so it works as soon as you start speaking. The more you use it, the better it understands you. Dictation learns the characteristics of your voice and adapts to your accent and it supports Cantonese, English (U.S., UK, Australia, Canada), French (France, Canada), German, Italian, Japanese, Korean, Mandarin, and Spanish. When your system is set to one of these languages, it automatically enters the right text.</p> <p><b>Speech recognition</b> – Allows a user to command and control the computer using their voice without requiring the user to train the computer to learn their voice.</p> <p><b>View and Magnification Options</b> – Increase icon and text size and magnify items in the Dock.</p>



RFP Requirement	Apple Response
	<p><b>Scalable Cursor</b> – Easily increase the size of the mouse cursor. Cursor scaling works together with other screen magnification technologies in OS X.</p> <p>For those with hearing disabilities:</p> <p><b>Flash Screen</b> – Flashing screen indicates an alert sound.</p> <p><b>Closed Captioning</b> – OS X includes support for playing back open and closed captioning in dynamic content such as movies, videos, and podcasts using QuickTime and DVD Player. Closed captions appear in a high-contrast white sans serif font against a black background, similar to line 21-style television captions. You can search for closed captioned iTunes U content, movies and television shows in iTunes. You can also add captioning to your own content using industry-standard SCC files with Apple’s Final Cut Studio (available separately). Downloaded captioned content from the iTunes Store plays back with captions on iPad, iPad mini, iPhone, iPod classic, iPod nano (4th through 7th generation), iPod touch, and Apple TV; in QuickTime Player (for Mac and Windows); and in iTunes (for Mac and Windows).</p> <p><b>Sound Preferences</b> – Easy access to sound preferences allowing the user to select their preferred system volume setting, system beep alert, alert beep volume (which is independent of the system volume setting), and the option to play unique sounds when activating user interface controls. Optionally, audio feedback can also be set to play each time the system volume settings are adjusted.</p> <p><b>Messages</b> – Included in OS X is a powerful text, audio, and video conferencing application called Messages. With its high-quality video and fast frame rate, it’s ideal</p>



RFP Requirement	Apple Response
	<p>for those who communicate using sign language. You can clearly see both hand and finger gestures in detail, so you can communicate from afar with the same range of emotions available to you when you're in the same room. You can also use Messages to place and receive video relay and text relay calls, using a service called Purple.</p> <p><b>FaceTime</b> – Make video calls from your Mac to iPad 2 or later, iPad mini, iPhone 4 or later, iPod touch, or other Intel-based Mac users to easily communicate through sign language without the need of other devices.</p> <p>For those with physical/motor skill disabilities:</p> <p><b>Sticky Keys</b> – Press a set of modifier keys as a sequence rather than all at one time. With Sticky Keys active, each key in the sequence is translucently displayed on screen so the sequence can be verified and corrected if necessary before it's executed.</p> <p><b>Slow Keys</b> – Creates a delay between when a key is pressed and when it is accepted, to accommodate users who press wrong keys accidentally and often.</p> <p><b>Key Repeat</b> – Prevents accidental entry of multiple single keystrokes. The delay rate can be modified to repeat immediately or more slowly when a key is depressed, and repeats the key fast or slow when the key is held down. This can be used in conjunction with Slow Keys to adapt to the user's ability to use the keyboard effectively.</p> <p><b>Mouse Keys</b> – Perform mouse functions with the numerical keypad.</p> <p><b>Keyboard Navigation</b> – Manipulate the user interface using the keyboard only. Keyboard shortcuts can be created or</p>



RFP Requirement	Apple Response
	<p>modified for any keyboard shortcut. Shortcuts can be used system-wide or assigned to individual applications.</p> <p><b>Alternative Keyboard Layouts</b> – In addition to the standard QWERTY keyboard layout, OS X includes several Dvorak keyboard layouts that may be useful for those who have difficulty typing.</p> <p><b>Multi-Touch Trackpad Gestures</b> – All Mac notebooks and desktop computers (using a Magic Trackpad) now support Multi-Touch technology. This technology lets users use gestures on the trackpad to control the computer.</p> <p><b>Dictation</b> – Dictation converts your words into text. It works with text fields in any OS X app — no additional third-party developer support is required. Dictation uses the built-in microphone on your Mac, so it works as soon as you start speaking. The more you use it, the better it understands you. Dictation learns the characteristics of your voice and adapts to your accent and it supports Cantonese, English (U.S., UK, Australia, Canada), French (France, Canada), German, Italian, Japanese, Korean, Mandarin, and Spanish. When your system is set to one of these languages, it automatically enters the right text.</p> <p><b>Speech Recognition</b> – Speakable Items allows a user to command and control the computer using their voice without requiring the user to train the computer to learn their voice. Students can use Speakable Items to navigate menus and enter keyboard shortcuts; speak checkbox names, radio button names, list items, and button names; and open, close, control, and switch among applications.</p> <p><b>Text-to-Speech Synthesis</b> – Speaks highlighted text as well as text in dialogs</p>



RFP Requirement	Apple Response
	<p>and alert messages. Provides a form of alternative communication when used in conjunction with a variety of text-based applications including TextEdit, Pages, Messages, Safari and Mail. Using the Services menu, students and educators can save speech output as a spoken track in iTunes. Then they can play the spoken text again later, add it to a playlist, and even sync it to an iOS device so they can listen to it on the go.</p> <p>For those with literacy or learning disabilities:</p> <p><b>Text-to-Speech Synthesis</b> – Speaks highlighted text as well as text in dialogs and alert messages. Provides a form of alternative communication when used in conjunction with a variety of text-based applications including TextEdit, Pages, Messages, Safari and Mail. Using the Services menu, students and educators can save speech output as a spoken track in iTunes. Then they can play the spoken text again later, add it to a playlist, and even sync it to an iOS device so they can listen to it on the go.</p> <p><b>Dictation</b> – Dictation converts your words into text. It works with text fields in any OS X app — no additional third-party developer support is required. Dictation uses the built-in microphone on your Mac, so it works as soon as you start speaking. The more you use it, the better it understands you. Dictation learns the characteristics of your voice and adapts to your accent and it supports Cantonese, English (U.S., UK, Australia, Canada), French (France, Canada), German, Italian, Japanese, Korean, Mandarin, and Spanish. When your system is set to one of these languages, it automatically enters the right text.</p> <p><b>Summarize</b> – Condenses long passages into shorter segments to help keep the</p>



RFP Requirement	Apple Response
	<p>attention of students who tend to lose focus.</p> <p><b>Word Completion</b> – Students can avoid spelling mistakes and reduce keystrokes with the word completion feature of Mac. After typing a few characters, a student can press the Escape key to open up a list of words beginning with those characters. It highlights correct word usage, and it's available in most applications.</p> <p><b>Finder</b> – The Finder displays files as images, text, or icons on Mac's desktop, making it easy for students to find assignments and work in progress.</p> <p><b>Built-in Spelling and Grammar Checking</b> – Every Mac provides students with the benefits of resources such as the New Oxford American Dictionary, Oxford American Writer's Thesaurus, Apple Dictionary, Wikipedia, scientific reference materials, and grammar and pronunciation guides. All of the Mac applications access the same dictionaries, ensuring consistency when grammar- and spell-checking documents. If a student adds new words to the spelling or grammar dictionary in one application, they are automatically applied to all other applications.</p> <p><b>Talking Alerts</b> – The computer will read aloud the alert messages.</p> <p>For those with language or communication disabilities:</p> <p><b>Text-to-Speech Synthesis</b> – Speaks highlighted text as well as text in dialogs and alert messages. Provides a form of alternative communication when used in conjunction with a variety of text-based applications including TextEdit, Pages, Messages, Safari and Mail. Using the Services menu, students and educators can</p>



RFP Requirement	Apple Response
	<p>save speech output as a spoken track in iTunes. Then they can play the spoken text again later, add it to a playlist, and even sync it to an iOS device so they can listen to it on the go.</p> <p><b>Applications That Enhance Accessibility</b> Apple education solutions let schools create a new technology-based learning environment that engages all learners, enhances their achievement and inspires them to work harder while schools and districts work to meet federal AYP criteria. Applications that enhance accessibility, available at no additional cost, include:</p> <p><b>QuickTime Text Track</b> – Enables text access to audio in video or audio-only content. Captioned videos and audio-only content provide alternative formats for students with hearing impairment and also benefit students with second language acquisition needs.</p> <p><b>Dictionary</b> – Students have immediate access to the New Oxford American Dictionary &amp; Thesaurus. They can find definitions by typing all or part of a word and use the built-in thesaurus to find synonyms, antonyms, and more – no Internet connection required.</p> <p><b>Calculator</b> – An application that’s three calculators in one. It can perform basic, scientific, and programming functions and common conversions such as speed, length, volume, weight, and pressure — even currency. Students can receive instantaneous auditory feedback with each button pressed or as the total is calculated. Apple’s text-to-speech synthesis has been optimized to speak long numbers clearly and correctly. Calculator also includes virtual paper tape.</p>



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	<p><b>TextEdit</b> – This versatile word processing application is built into OS X. Students can proof their work by listening to text read aloud and leverage the word completion feature to quickly locate appropriate entries.</p> <p><b>Messages</b> – This multi-modal application encourages students to communicate in a variety of formats. Messages is an Internet-based text, audio, and video conferencing application that lets you converse and work with others even when you're miles or continents apart. Whether students are using the text chat feature with built-in spell check and work completion, engaging in an audio chat, or engaging in a multi-person video chat, students can quickly and easily contact content experts, teachers, and classmates. They can use Messages to view documents remotely and transmit documents between participants. With Messages screen sharing, you and a chat buddy can observe and control a single desktop, so you can easily collaborate with a colleague, browse the web with a friend, and more. Due to its high-quality video and fast frame rate, it's ideal for those who communicate using sign language. You can clearly see both hand and finger gestures in detail, so you can communicate from afar with the same range of emotions available to you when you're in the same room. You can also use Messages to place and receive video relay and text relay calls, using a service called Purple.</p> <p><b>FaceTime</b> – Make video calls from your Mac to iPad 2 or later, iPad mini, iPhone 4 or later, iPod touch, or other Intel-based Mac users to easily communicate through sign language without the need of other devices.</p> <p><b>Calendar</b> – Teachers can provide students and parents easy access to assignments and events with associated timelines.</p>



RFP Requirement	Apple Response
	<p><b>Creative Expression Tools and Applications</b> Apple believes that today’s digital learners need tools that will allow them to express themselves in creative, flexible ways and in the modality that best meets their unique needs. We find students who are deaf collaborating through Messages; students with learning disabilities using iPhoto to create stories; and students who are blind using iMovie to share their unique perspective of the world.</p> <p><b>iTunes</b> – With iTunes, students can easily browse, organize, and play audio and video content. Subscribing to educational content in iTunes U is a snap.</p> <p><b>iPhoto</b> – iPhoto is a 21st century show and tell. iPhoto provides students with engaging alternative methods of demonstrating their knowledge and abilities through photos, text and audio. This visual storytelling provides a way for students with auditory processing difficulties to express themselves.</p> <p><b>iMovie</b> – Bring lessons to life through video, sound, and pictures. iMovie lets students focus on content in ways that can be easily shared. In fact, teachers tell us that it is their most effective tool to support challenge-based learning.</p> <p><b>GarageBand</b> – The easy way to record audio samples on a Mac. GarageBand provides access to music composition and seamless podcasting capabilities. With GarageBand students can create voice recordings to document progress over time.</p> <p><b>Pages</b> – Pages is both a streamlined word processor and an easy-to-use page layout tool for designing media-rich documents.</p> <p><b>Numbers</b> – Build spreadsheets on a flexible, free-form canvas. So you can move tables,</p>



RFP Requirement	Apple Response
	<p>charts, graphics, and text anywhere you want on the page.</p> <p><b>Keynote</b> – Create stunning media-rich presentations complete with animations and effects.</p> <p><b>Conclusion</b> For more than 25 years, Apple has provided new and innovative solutions for people with disabilities, allowing them to access — and enjoy using our technology. Over the last few years, that commitment has been honored with multiple industry awards including:</p> <ul style="list-style-type: none"><li>• Federal Communications Commission, Chairman's Award for Advancement in Accessibility (2), October 2011.</li><li>• TDI, Robert H. Weitbrecht Telecommunications Access Award, June 2011.</li><li>• Royal National Institute of the Blind. Inclusive Society Award, 2011.</li><li>• National Federation of the Blind, Dr. Jacob Bolotin Award, July 2010.</li><li>• National Federation of the Blind, Special Commendation, September 2009.</li><li>• American Foundation of the Blind, Access Award, 2009.</li></ul> <p>Apple has been particularly committed to helping students with individual learning differences. Apple shares common goals with education – innovation that engages and empowers students and advances teaching, learning and research in a changing world.</p> <p>For more information on Apple's commitment to Accessibility, please review the information at the following URLs:</p> <p><a href="http://www.apple.com/accessibility/">www.apple.com/accessibility/</a> <a href="http://www.apple.com/education/special-education/images.apple.com/education/docs/L417450B_US_Uniquely_Equipped.pdf">www.apple.com/education/special-education/images.apple.com/education/docs/L417450B_US_Uniquely_Equipped.pdf</a></p>



RFP Requirement	Apple Response
<p><b>6.5.17. Disposal</b></p> <p>The Provider will ensure that no devices or materials supplied by it are disposed of improperly. The Provider will ensure that associated hazardous constituents are kept out of solid waste and wastewater. Examples of possible hazardous constituents are: printed circuit boards, lithium batteries, and mercury-containing lamps for screen illumination. It is desirable that the device is highly recyclable. The Department recognizes that eventually, the devices will be retired from use and wants to minimize the environmental impact of the equipment deployed as part of the solution.</p>	<p>Apple will use commercially reasonable efforts to meet this requirement and adhere to the State's electronic recycling legislation as amended in June 2011. The service will be provided free-of-charge.</p> <p>All devices will be removed from campuses in a convenient manner and recycled by an Apple-contracted vendor in the northeast, minimizing the affects of logistics-based impacts to the environment.</p> <p>All recycling will be performed in North America. No reuse. No parts harvesting. No resale.</p> <p>The end result will be commodities grade fractions of glass, plastics and metals that will be reused in the manufacturing process.</p>



## 6.6. Software and Function

RFP Requirement	Apple Response
<p><b>6.6.1. Applications</b></p> <p>The MLTI has adopted and promoted two models to guide teacher practice and the integration of technology into instruction and learning. These models are Technological, Pedagogical, Content Knowledge (TPCK) by Drs. Punya Mischra and Matthew Koehler (<a href="http://www.tpck.org">www.tpck.org</a>) and Substitution, Augmentation, Modification, Redefinition (SAMR) by Dr. Ruben Puentedura (<a href="http://www.mlti.org/samr">www.mlti.org/samr</a> and <a href="http://www.hippasus.com/rrpweblog/">www.hippasus.com/rrpweblog/</a>). Bidders must describe the tools and functionalities included in the solution and their anticipated use in light of these models.</p> <p>The solution must, at a minimum, provide the students and teachers with software to facilitate the following functions to support educational needs:</p>	<p>The introduction of the next-level mobile device into the MLTI ecosystem through MacBook Air ignites real opportunities for transformation and progress into SAMR (Substitution, Augmentation, Modification, Redefinition) and TPCK (Technological Pedagogical Content Knowledge). The mobility of the MacBook Air frees the learner and teacher from their chair or desk and allows them to more fully engage in their learning.</p> <p>The MacBook Air allows students to easily move into a truly dynamic, engaged and adaptive learning environment. A fully functional, completely mobile, solid-state device that does not need to be tethered to power cords or the Internet opens up new opportunities to leverage richer and more engaged student learning opportunities through redefining the learning ecosystem.</p> <p>Both the SAMR and TPCK models are well known to Apple. They have been integrated into Apple’s work in Maine as well as across the country and around the world. Apple solutions integrate fully with both models, allowing teachers and students to make powerful use of our solutions across multiple levels of the models.</p> <p>The symbiotic nature of student and teacher MacBook Airs facilitates dynamic adoption of both SAMR and TPCK .</p> <p><b>SAMR – Technology...</b></p> <ul style="list-style-type: none"><li>• <b>Substitution...</b>acts as a direct tool substitute with no functional change</li><li>• <b>Augmentation...</b>acts as a direct tool substitute with functional improvement.</li><li>• <b>Modification...</b>allows for significant task redesign</li><li>• <b>Redefinition...</b>allows for the creation of new tasks, previously inconceivable</li></ul>



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	<p>In a classroom setting where a teacher is involving students in a lab experience, <b>Substitution</b> level use of MacBook Air might be the taking of text notes in Pages or TextEdit, or recording data into a Numbers spreadsheet.</p> <p>Moving forward, <b>Augmentation</b> might find the students following PDF directions received wirelessly via AirDrop from their teacher, or using Dictation to capture notes on the fly.</p> <p><b>Modification</b> could involve using the camera to record video observations and QuickTime Player to record audio discussions among team members as results are interpreted.</p> <p>The work might reach <b>Redefinition</b> when the lab groups use GarageBand to create podcast lab reports that demonstrate the students' understanding of key concepts in transformational ways, allowing teachers to not only see data, but to hear and see students' reflections.</p> <p><b>TPCK</b></p> <p>All components of TPCK are critical, and it is only when the potential of technology, pedagogy, and content knowledge are brought into focus by an effective teacher that the best learning opportunities happen.</p> <p>As an example of TPCK being put to use to improve student learning, let's visit an ELA classroom. The students are growing core competencies through a writing experience in an environment that models a professionally collaborative setting.</p> <p>Armed with solid knowledge of content, the teacher designs a challenge that will call for the creation of detailed, complex text. In this case, the assignment will be for teams of three students to collaboratively create randomly selected pro or con arguments in response to</p>



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	<p>a thesis statement – “Given – The removal of soda machines from schools and the banning of the sale of candy is a positive move for students and teachers alike.”</p> <p>Technology comes into play when the teacher informs the students that this will be a quiet classroom following a five-minute organizational time. Quiet because all communications will be done via Apple’s Messages app, with a team-selected editor collecting peer input and redistributing content for team review in the same way. At the end of the class, the completed arguments will be shared across the class in finished Pages documents.</p> <p>Student engagement is high because the teacher uses an effective pedagogy – the desire for peer communication — and made it the required method of communication. Not only did students need to make themselves heard through writing on a complex topic, they used a medium that is a foundational communication tool in the world of business today.</p> <p>By knowing content well, being attuned to the climate of the classroom, and being well versed in the capabilities of the MacBook Air, this teacher has leveraged TPACK to provide an effective learning opportunity for the students.</p> <p><b>The Apps make the difference</b></p> <p>In addition to the built-in OS X apps (Mac App Store, Safari, Mail, Messages, Calendar, Contacts, Reminders, Time Machine, FaceTime, and Photo Booth) the MacBook Air Solution includes a set of Apple’s iLife and iWork apps — Pages, Numbers, Keynote, GarageBand, iMovie, iPhoto, as well as the database tool Bento.</p> <p>All Apple branded applications and third-party applications described in Sections 6.6.1.1 through 6.6.1.9, 6.6.2.2, and 9.3, are included</p>



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	<p>through this proposal. Apple has proposed third-party applications that will enhance the learning initiatives in the state. Apple however does not control pricing, availability, or upgrades of these applications. In situations where a proposed free application is no longer available, the local Apple Project Team will work in collaboration with the MLTI leadership to determine a suitable replacement.</p> <p>In addition, Apple will work with the Department of Education's content specialists to identify <b>free</b> apps that will most directly support Maine's content area efforts in order to assure close alignment and more effective integration with ongoing Department efforts.</p> <p>These apps, along with their connections to learning targets, instructional designs, and assessment possibilities will be distributed across the state through iTunes U. Apple Professional Development Specialists will work with the Department of Education's content specialists to support the posting of these resources.</p> <p>As part of our commitment to delivering a scalable, sharable content resource, we will focus one of our professional educators on the role of training teachers to populate the ecosystem and developing and curating content for the Maine DOE's iTunes U portal. This will create a robust, sharable repository of Maine-created resources that educators across Maine and the world can access and use in their own classrooms.</p> <p>Apple Professional Development will support teachers across the state in making effective use of these selected apps, at all times leveraging the SAMR and TPCK models as design frameworks.</p>
<p><u>6.6.1.1.</u> Writing (e.g., word processing, journaling, communications, editing and revision, sharing, etc.)</p>	<p><b>Pages</b> A streamlined word processor with easy-to-use layout tools, Pages allows students to choose</p>



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	<p>from hundreds of templates to create professional-looking newsletters, reports, and more. Students can use Pages to create all sorts of documents that combine text with supporting images, videos, graphs, charts, and more. And Pages will open Word files saved in Microsoft's .doc or .docx format, and can save files into these formats as well.</p> <p><b>TextEdit</b> TextEdit is an easy-to-use word processor. It's great for creating simple compositions, but it also includes features like spelling and grammar check, autosave, tables, smart quotes, lists, and graphics.</p> <p><b>MindNode Lite</b> <i>(not made by Apple)</i> Concept mapping is used across all curriculum areas to help students gain control of complex concepts, and to organize their thinking in advance of or during project work. MindNode's focus and flexibility makes it a great brainstorming tool. The clutter-free interface lets students concentrate on generating and connecting their ideas, and an infinitely expanding canvas means that no matter how big or complicated the thoughts get, MindNode can keep up. MindNode can even automatically rearrange especially complicated mind maps to make them easier to read.</p> <p><b>Notes</b> A great idea could strike at any moment. Before you lose it, jot it down in Notes. With iCloud, all your notes stay with you on every device you use. So you can think of Notes as the keeper of anything important or anything, period.</p> <p><b>Messages</b> Messages on the Mac replaces iChat. It does everything iChat does, and so much more. For starters, it comes with iMessage. So you can send unlimited messages to anyone on a Mac — and on an iPhone, iPad, or iPod touch</p>



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	<p>running iOS 5 or higher, too. You can even start a conversation on your Mac and pick it up on your iPhone, iPad, or iPod touch. Send photos, videos, documents, and contacts. And send messages to a group. You can see when your message has been delivered and when someone's typing a reply. Turn on read receipts, and friends can see when you've read their messages. With end-to-end encryption, your messages stay safe and private.</p> <p><b>Dictation</b> OS X now supports Dictation. So wherever you can type, you can use your voice instead. Just select a text field and turn Dictation on. Use the keyboard shortcut — press the Function key twice — or choose Dictation from the Edit menu in any app. When you're finished speaking, click Done. Dictation converts your words into text.</p> <p><b>Text-to-Speech</b> Using Text-to-Speech (TTS), you can have Alex and other Mac voices speak selected text so you can hear a word as you see it onscreen.</p> <p><b>Dictionary</b> OS X includes a powerful, system-wide Dictionary application containing the New Oxford American Dictionary, Oxford American Writer's Thesaurus, Apple Dictionary, and access to the Internet-based encyclopedia called Wikipedia. The New Oxford American Dictionary includes references for grammar, spelling, and pronunciation, and reference materials such as the chemical elements, weights and measures, and conversions. Dictionary also lets you quickly look up words directly from a variety of applications, including Safari and Mail—just Control-click the word you want to look up. As students begin typing the word they are seeking, Dictionary displays a list of words from which to choose. Dictionary entries include a pronunciation guide and parts of speech as</p>



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	well as a definition. Some entries include sample sentences that use the word, and others include images to reinforce meaning.
<p><u>6.6.1.2.</u> Reading (e.g., annotating, excerpting, sharing, determining complexity, etc.)</p>	<p><b>Pages</b> A streamlined word processor with easy-to-use layout tools.</p> <p><b>Preview</b> Preview is a Document viewer that supports many file types such as: PDF, JPEG, TIFF, RAW, DNG, EPS, PNG, PPT, and many others. Preview allows quick and efficient viewing and mark up of PDF files.</p> <p><b>Adobe® Digital Editions</b> (<i>not made by Apple</i>) Adobe® Digital Editions software offers an engaging way to view and manage eBooks and other digital publications. Use it to download and purchase digital content, which can be read both online and offline. Transfer copy-protected eBooks from your personal computer to other computers or devices. Organize your eBooks into a custom library and annotate pages. Digital Editions also supports industry-standard eBook formats, including PDF/A and EPUB.</p> <p><b>Safari Reader</b> Safari Reader removes visual distractions from online articles so students can focus on the content. As you browse the web, Safari detects if you're on a web page with an article. Click the Reader icon in the Smart Address Field, and the article appears instantly in one continuous, clutter-free view. You see every page of the article — whether two or twenty. The onscreen controls let you easily zoom in on the article. For those with limited Internet access outside of the classroom, Safari now stores the content from web pages in your Reading List so you can catch up on your reading even when you're not connected. If an article in your Reading List contains multiple pages, Safari fetches the pages ahead of time so you can read the entire article offline.</p>



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	<p><b>Summarize</b> A service built into OS X, Summarize allows a user to reduce long and complex text into easily digestible summaries. When enabled a user can access the Summarize feature from within any application via the services menu.</p> <p><b>Dictionary</b> Look up definitions in any app allowing text input.</p>
<p><u>6.6.1.3.</u> Data analysis and modeling (e.g., spreadsheet, graphing and charting, GIS, predict and explain, etc.)</p>	<p><b>Numbers</b> Build spreadsheets on a flexible, free-form canvas complete with tables, charts, graphics, and text. Numbers will open Excel documents saved in Microsoft's .xls and .xlsx file formats as well as save spreadsheets into these formats.</p> <p><b>Grapher</b> Grapher, a full-featured 2D and 3D equation graphing application included on every Mac, provides visual learners with graphical representations of mathematical concepts. Students can create many different types of 2D and 3D graphs and then analyze the results. Completed graphs can be saved as PDF files and then used in other applications, such as in printed study guides or presentations. Students can also use the features of Grapher to construct QuickTime movies to demonstrate any equation that uses a parameter that you've defined, and then present the animation to the class.</p> <p><b>GRASS GIS</b> <i>(not made by Apple)</i> Commonly referred to as GRASS (Geographic Resources Analysis Support System), GRASS GIS is a free Geographic Information System (GIS) software used for geospatial data management and analysis, image processing, graphics/maps production, spatial modeling, and visualization. GRASS GIS is currently used in academic and commercial settings around the world, as well as by many governmental</p>



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	<p>agencies and environmental consulting companies. GRASS GIS is an official project of the Open Source Geospatial Foundation.</p> <p><b>Calculator</b> An application that's three calculators in one, Calculator can perform basic, scientific, and programming functions and common conversions such as speed, length, volume, weight, and pressure — even currency. Students can receive instantaneous auditory feedback with each button pressed or as the total is calculated. Apple's text-to-speech synthesis has been optimized to speak long numbers clearly and correctly. Calculator also includes virtual paper tape.</p>
<p><u>6.6.1.4.</u> Computational thinking (e.g., analyzing and organizing data, data modeling and simulations, programming, etc.)</p>	<p><b>Numbers</b> Build spreadsheets on a flexible, free-form canvas complete with tables, charts, graphics, and text.</p> <p><b>Xcode</b> Xcode is Apple's powerful integrated development environment for creating great apps for Mac, iPhone, and iPad. Xcode includes the Instruments analysis tool, iOS Simulator, and the latest OS X and iOS SDKs.</p> <p><b>Grapher</b> A full-featured 2D and 3D equation graphing application.</p> <p><b>GRASS GIS</b> (<i>not made by Apple</i>) GIS software for geospatial data management and analysis, image processing, graphics/maps production, spatial modeling, and visualization.</p> <p><b>Calculator</b> Basic, scientific, and programming functions and common conversions.</p>
<p><u>6.6.1.5.</u> Presentations and publishing (e.g., slide shows, web authoring,</p>	<p><b>Keynote</b> Apple's simple-to-use, cinema-quality</p>



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<p>speaking/narrating text, providing feedback, etc.)</p>	<p>presentation software lets students create stunning presentations to share their work. And Keynote will open PowerPoint files saved in Microsoft's .ppt and .pptx file formats as well as save files into those formats.</p> <p><b>Pages</b> A streamlined word processor with easy-to-use layout tools.</p> <p><b>Dictation</b> OS X now supports Dictation. So wherever you can type, you can use your voice instead. Just select a text field and turn Dictation on. Use the keyboard shortcut — press the Function key twice — or choose Dictation from the Edit menu in any app. When you're finished speaking, click Done. Dictation converts your words into text.</p> <p><b>iPhoto</b> iPhoto is a 21st century show and tell. iPhoto provides students with engaging alternative methods of demonstrating their knowledge and abilities through photos, text and audio. This visual storytelling provides a way for students with auditory processing difficulties to express themselves.</p> <p><b>iMovie</b> Bring lessons to life through video, sound, and pictures. iMovie lets students focus on content in ways that can be easily shared. In fact, teachers tell us that it is their most effective tool to support challenge-based learning.</p> <p><b>GarageBand</b> The easy way to record audio samples on a Mac. GarageBand provides access to music composition and seamless podcasting capabilities. With GarageBand students can create voice recordings to document progress over time.</p>



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<p><u>6.6.1.6.</u> Multimedia creation (e.g., creation and manipulation of digital images, audio, video, etc.)</p>	<p><b>iMovie</b> Bring lessons to life through easily-shared video, sound, and pictures.</p> <p><b>GarageBand</b> The easy way to record audio samples, compose music, and create podcasts.</p> <p><b>iPhoto</b> Lets students demonstrate their knowledge and abilities through photos, text and audio.</p> <p><b>QuickTime Player</b> QuickTime Player’s advanced architecture provides state-of-the-art multimedia technologies that enable everything from high-definition audio and video playback to the creation of immersive environments. QuickTime empowers the development of innovative software such as iTunes, iMovie and Final Cut Pro from Apple as well as thousands of cross-platform programs from third parties.</p> <p><b>SketchBook Express for Mac</b> <i>(not made by Apple)</i> SketchBook Express starts you out with a full color palette, a great selection of brushes (including two erasers, four pencils, two brush tips, and a technical pen), and three layers. This app puts professional level digital art tools at the user’s fingertips. Users can move, scale, and rotate layers, create text with a variety of fonts, colors, sizes and placement, and export finished work to the Photo Library.</p>
<p><u>6.6.1.7.</u> Information management (e.g., database, concept mapping, etc.)</p>	<p><b>Numbers</b> Build spreadsheets on a flexible, free-form canvas complete with tables, charts, graphics, and text.</p> <p><b>MindNode Lite</b> <i>(not made by Apple)</i> Concept mapping is used across all curriculum areas to help students gain control of complex concepts, and to organize their thinking in advance of or during project work. MindNode's</p>



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	<p>focus and flexibility makes it a great brainstorming tool. The clutter-free interface lets students concentrate on generating and connecting their ideas, and an infinitely expanding canvas means that no matter how big or complicated the thoughts get, MindNode can keep up. MindNode can even automatically rearrange especially complicated mind maps to make them easier to read.</p> <p><b>Bento</b> Bento is the leading personal database. Now you can organize contacts, track projects, plan events and manage lists — the fast and easy way! Get started in seconds and be infinitely more organized. Bento includes 25 templates that are ready to use at work, home, school, and in your community. Easily customize them to organize virtually any type of information you have. Organize contacts, track projects, plan events and manage lists. Create your own personalized apps to track virtually any type of information you have.</p>
<p><u>6.6.1.8.</u> Research (e.g., Internet browsing with the ability to access and utilize common multimedia and interactive content like streaming audio/video, javascripting, java applets, HTML5, Flash, etc.).</p>	<p><b>Safari</b> The world’s fastest web browser for the Mac, Safari now boasts built-in RSS support. Scan the latest news, information and articles from thousands of websites in one easy-to-read, searchable article list using Safari RSS. Safari also uses strong 128-bit encryption when accessing secure sites.</p> <p><b>iTunes U</b> The world’s largest online repository of free educational content, iTunes U gives faculty everything they need to create and share complete courses, all in one place. Students can use iTunes U to browse and download over 500,000 free lectures, videos, books, and other resources on thousands of subjects.</p> <p><b>Safari Reader</b> Removes visual distractions from online articles so students can focus on content.</p>



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<p><u>6.6.1.9.</u> Communication and collaboration (e.g. sharing data, asynchronous and synchronous text-based communications, video/audio chat, etc.)</p>	<p><b>Mail</b> Mail lets you use your existing email accounts to send, receive, and organize all your email in one place.</p> <p><b>Messages</b> Send messages, photos, videos, documents, and contacts to anyone on a Mac or iOS device.</p> <p><b>Calendar</b> Keep track of your busy schedule and share it with others using Calendar. Create separate calendars—one for home, another for school, a third for work, and so on. See all your calendars in a single window or choose to see only the calendars you want. Calendar lets you create invitations using information from Contacts, update your guest list, keep track of responses, and receive the latest status information. When you or another Mac or iOS user receives a Calendar invitation via Mail, it’s automatically added. Calendar also works with iCloud, Yahoo!, and Google. iCloud also features calendar sharing, which can be a powerful tool for teachers to track test dates and field trips, and for students engaged in collaborative project work.</p> <p><b>FaceTime</b> FaceTime for Mac makes it possible to talk, smile, and laugh with anyone on an iPad, iPhone 4 or later, iPod touch, or another Mac from your Mac. So you can catch up, hang out, and stay in touch with a click. Just find who you want to see in Contacts and start a FaceTime call. And when someone wants to reach you, the call rings through on every Mac you own, even if FaceTime isn’t running. So you never have to worry about making yourself available. If you don’t want to receive calls, just turn FaceTime off.</p>



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	<p><b>Reminders</b> Organize your life on your Mac. Make as many to-do lists as you need and easily add to them. Set due dates and you'll get alerts as deadlines approach. Set a location from your Mac, and your iPhone or iPad will remind you when you get there. Check items off your lists as you go and keep track of what you've completed. And to be sure you don't forget anything, iCloud keeps your reminders up to date on your Mac, iPad, iPhone, and iPod touch.</p> <p><b>AirDrop</b> Looking for a fast way to share files with people nearby? With AirDrop, you can send files to anyone around you wirelessly — no Wi-Fi network required. And no complicated setup or special settings. Just click the AirDrop icon in the Finder sidebar, and your Mac automatically discovers other AirDrop users within about 30 feet of you. To share a file, simply drag it to someone's name. Once accepted, the fully encrypted file transfers directly to that person's Downloads folder.</p>
<p>The Bidder must describe the applications included in its solution including how it envisions those tools supporting the functional needs described in this section.</p>	<p>Please refer to descriptions above.</p> <p><b>Please note:</b> As part of its proposed solution, Apple will provide computers with certain third party software preinstalled. Some of these software titles are publicly distributed free of charge to the end user. Apple assumes that this software will continue to be free of charge for the term of the Agreement. Because these products are distributed without charge, they customarily are distributed without warranties, particularly with respect to functionality, data preservation, and noninfringement. To Apple's knowledge, none of the "freeware" titles to be provided have known issues that would make it imprudent to use such software, but each is distributed with licenses that require the user to bear the risk that these titles might (a) not work as well as expected, (b) cause data loss, or (c) infringe the rights of third parties. Accordingly, by</p>



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	<p>accepting freeware as a component of Apple’s solution, the Department agrees that, any “freeware” software is provided AS IS with no representations or warranties, either express or implied, as to the “freeware” software’s performance, compatibility with future OS versions, safety, or ownership, unless the freeware’s license provides otherwise, in which case the Department will look to the developers rather than Apple for breaches of those representations or warranties. To the extent permitted by law, the Department further agrees to waive, any claims it might have against Apple that arise as a result of Apple’s provision of freeware software, and to indemnify and hold harmless from and against the claims of third parties arising from any usage by the Department contrary to the freeware’s licenses or the Department’s modification of the freeware in any respect.</p> <p>Paid application licenses are acquired in advance via the Volume Purchase Program, but free-of-charge applications are acquired directly by the end user. Apple however does not control pricing, availability, or upgrades of free applications included in the proposal. In situations where the proposed free application is no longer available, the local Apple Project Team will work in collaboration with the MLTI leadership to determine a suitable replacement.</p>
<b>6.6.2. Multi-State Standards</b>	
<p><u>6.6.2.1. Common Core State Standards for English Language Arts</u></p> <p>Forty-six States have adopted the Common Core State Standards for English Language Arts. While the Provider is not required to provide educational content, Bidders must describe the tools and functionalities included in the solution that will support the teaching of and the learning of the</p>	<p>Section 6.6.1 describes the tools and functionalities included in the solution that will support the teaching and learning of the outcomes described by the Common Core State Standards for English Language Arts including the 4 component sections: reading, writing, speaking and listening, and language.</p> <p>As an example of their use in a classroom setting, let's visit a middle school ELA classroom where students are actively working</p>



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<p>outcomes described by the Common Core State Standards for English Language Arts including the 4 component sections: reading, writing, speaking and listening, and language. Bidders should pay particular attention how the solution provides tools and functionality to support text complexity, informational text, and text types as described in the CCSS for ELA.</p>	<p>to become effective readers of informational texts, with the ability to clearly understand complex text, identify central ideas and significant details, determine authors' point of view or purpose, and analyze how two or more authors shape their presentations through highlighting or minimizing certain evidence or its interpretations.</p> <p>Through professional development the teacher has become skilled in applying both the TPACK and SAMR models to classroom practice, constantly aware that all learners move at different paces and learn in different ways. By keeping the focus on individual student mastery of skills and competencies any pressure for all to move at an unrealistically uniform pace has been removed, and the teacher has found that students are more engaged in their own learning, and more willing to self-monitor their achievement and individual needs for next steps.</p> <p>Working in collaboration with the life science teacher a content focus on genetic testing has been determined. The driving questions will be what is genetic testing, why might it be put to use, when is it the right thing to do, and who might consider having genetic testing done?</p> <p>With the driving questions determined the teachers set about using iTunes U and Safari on their MacBook Airs to identify text and video content from iTunes U collections that students will review as they engage with those complex questions, as well as web based resources and video that has been created during classroom visits by local content experts. By selecting both text and video students will be asked to both read and listen as they engage with the complex ideas of the topic.</p>



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	<p>The ELA and Science teachers next use Pages on their MacBook Airs to create a collection of resource documents around the question "Genetic Testing — What, Why, When, and Who?" in which the content is linked and questions are raised to infuse the student engagement with the content.</p> <p>The Pages documents are shared via AirDrop to the students' MacBook Airs, meaning the students now have their own personal copy of the resource documents, and are given access to all of the suggested content as well as direction from the teachers as to what to look for and listen for in the pieces they will engage with. The teacher reaches out to individual students with suggestions as to which pieces of content might be of interest and at an appropriate level for mastery progress.</p> <p>In a separate Pages document the students take notes on the content as they do their research. This will make it easy for the students to later build out their analyses and arguments around the topic. Also, notes can easily be shared with the teacher either through Mail or through AirDrop sharing. As another form of note-taking, the students make use of MindNode Lite to create concept maps, making graphical representations of the complex concepts they are working through. PDF versions of these concept maps are also shared back to the teacher via AirDrop, allowing the teacher to see deeper into the student's thinking.</p> <p>Current articles on the topic have been included in the Pages documents as web links. The students use Safari on their MacBook Airs to access this content, using the Reader capability to isolate the articles they are asked to engage with to remove ads and other visual clutter as they strive to pull key facts and information from the text. Some students take advantage of the OS X accessibility feature VoiceOver to have the text read aloud to them.</p>



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	<p>Several students who are on sports teams and travel to away games place the articles in Safari's Reading List so that they will have full access to the web pages on their MacBook Airs no matter where they are, even on the bus heading to another school's field hockey or soccer field.</p> <p>When it is time for the students to demonstrate their mastery of the skills they have been working on through engagement with complex text and video content, their MacBook Airs provide diverse opportunities. While all students are required to present their findings and evidence through a public oral presentation, some choose to create supporting slides through Keynote, which they share wirelessly during their presentation by projecting through the Apple TV. They have included screenshots captured off their MacBook Air as well as charts created in Numbers to support their description of authors' points of view as well as their own independent analyses of the big questions they have been working on. Other students create video content with iMovie to demonstrate their mastery, while others work with GarageBand to create video content that provides the required evidence that will allow them to continue their journey along their individual pathways towards full achievement of the CCSS ELA standards.</p>
<p><u>6.6.2.2. Common Core State Standards for Mathematics</u></p> <p>Forty-six States have adopted the Common Core State Standards for Mathematics. While the Provider is not required to provide educational content, Bidders must describe the tools and functionalities included in the solution that will support the teaching of and learning of the outcomes described by the Common Core State Standards for Mathematics with a particular</p>	<p>Section 6.6.1 describes the tools and functionalities included in the solution that will support the teaching and learning of the outcomes described by the Common Core State Standards for Mathematics with a particular emphasis on the eight "Standards for Mathematical Practice" as detailed in Common Core State Standards for Mathematics.</p> <p>As an example of their use in a classroom setting, let's visit a middle school mathematics classroom where students are actively working</p>



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<p>emphasis on the eight "Standards for Mathematical Practice" as detailed in Common Core State Standards for Mathematics.</p>	<p>to achieve expertise in the application of mathematical processes to engage with and solve complex mathematical problems.</p> <p>Realizing that the world makes real use of mathematical processes, the teacher has chosen to take advantage of Apple's Challenge Based Learning (CBL) model. This means that the students are actively growing their expertise in the critical processes through application of these processes to a real challenge that is meaningful to them. The teacher has become informed around the CBL model through MLTI professional development opportunities with Apple Professional Development Specialists. In these sessions the teacher learned about the model and how to begin using it in the classroom, as well as how to apply the TPACK and SAMR models to assure students are able to move through the process in a way that recognizes their individual pacing, needs, and learning styles.</p> <p>The students have challenged themselves to work to understand and apply mathematical processes to the question, "What level of income will I need in order to live independently and comfortably in my community as a young adult, and how can I best prepare to achieve that?"</p> <p>Students begin their work by striving to understand the problem they are being asked to solve, and figuring out what information they will need in order to develop a workable answer.</p> <p>Using Numbers on their MacBook Airs the students begin by creating a spreadsheet in which they list the budget items they feel will be needed. With categories established, the students use Safari as a tool to research costs, which are entered into their spreadsheet, along with citations of where the information is found to assure the quality of the data. They</p>



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	<p>enter formulas into their spreadsheets to allow them to identify weekly, monthly, and annual costs for such necessities as housing, food, transportation, and healthcare. In addition, they input formulas that allow them to see the total of all categories as they begin to come to grips with the actual cost of supporting an independent lifestyle they envision.</p> <p>The teacher invites community experts to speak to the class via FaceTime, projecting the expert through the Apple TV. Experts include local bankers, real estate brokers, automobile dealers, and professionals from the local Maine CareerCenter, who introduce the students to the basics of job opportunities and loans and the realities of car and rental costs. By using the Apple TV, the teacher can move their MacBook Air around the classroom, handing it to a student who has a specific question for the expert and allowing them to speak face-to-face.</p> <p>The students are asked to reason logically and abstractly as they wrestle with quality of life questions around the need for cable television and exactly how much to put in the food budget for a week. Using Numbers, they are able to easily change numbers and see how the changes impact the entire budget system.</p> <p>Working collaboratively through e-mail and Messages, the students share their proposed budgets and construct viable arguments to support their planning while they also critique the reasoning of others. By doing this in writing, the students develop their ability to deal with complex language at the same time.</p> <p>Using Numbers, the students model their thinking with mathematics. By using appropriate tools strategically, performing straight calculations when needed and creating charts based on differing assumptions when appropriate, the realities of different models become clear. Because the topic is one</p>



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	<p>that the students are invested in — their future — the students understand that they must attend to precision. If this is going to be real, the math has to be accurate.</p> <p>Patterns appear as the students change numbers and rearrange priorities, and the students look for and express regularity in repeated reasoning. In this way, the students have to not only spot the patterns, but also determine what the patterns mean and how they should be responded to.</p> <p>By connecting the mathematics to the real lives of the students, the teacher has actively connected the Standards for Mathematical Practice to the Standards for Mathematical Content, providing an experience for the students that makes clear one needs to move beyond the ability to "do math" to reach an ability to "apply math" to their own lives and to the world around them.</p> <p>The students and the teachers, empowered through tools like Daum Equation Editor, will have the capacity to format and display mathematical formulas, equations, and symbols. With access to Khan Academy content through iTunes U all students will be able to access highly granular learning content around specific mathematical skills. Teachers and students will have powerful a graphing calculator through Grapher on the MacBook Air, but most importantly, as described above, they will have the ability to grow their mathematical capabilities by engaging in rich learning experiences that tie growth in mathematical skills to the real world.</p>
<p>Additionally, the solution must include the capacity to format and display mathematical formulas, equations, and symbols. Entry and editing of mathematical formulas,</p>	<p>Daum Equation Editor* is designed to quickly and easily provide many types of formulas.</p> <p><i>*Not an Apple-branded product.</i></p>



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<p>equations, and symbols should be easy and allow for teachers and students to create documents and media that aid with instruction and learning.</p>	
<p><u>6.6.2.3. Next Generation Science Standards</u></p> <p>Twenty-six states are working together on the development of the Next Generation Science Standards. While the Provider is not required to provide educational content, Bidders must describe the tools and functionalities included in the solution that will support teaching and learning described by the vision of science education in "A Framework for K-12 Science Education" inclusive of the Scientific and Engineering Practices, and Cross Cutting Concepts and reflected in the first draft version of the Next Generation Science Standards</p>	<p>Section 6.6.1 describes the tools and functionalities included in the solution that will support teaching and learning described by the vision of science education in "A Framework for K-12 Science Education" inclusive of the Scientific and Engineering Practices, and Cross Cutting Concepts and reflected in the first draft version of the Next Generation Science Standards.</p> <p>In order to see how these tools might be put to use in a middle school science classroom, let's visit a classroom where students are working on a school greenhouse project — where real science meets the real world.</p> <p>It is early fall, and time for decisions to be made about what is to be planted for the fall and into the winter growing season in the greenhouse that is contiguous to their classroom. Students are asking questions and defining problems — realizing that the challenge of successfully growing crops indoors at 45 degrees north latitude during the winter months is not a simple one, and that without a clear understanding of what they want to do and what challenges they might face, their chances of success will fade quickly. Students use Pages on their MacBook Airs to collect notes on the challenges, capturing typed text, images, video, and audio recordings of their thoughts and observations. Their thoughts are condensed into a clear report, and then passed on to their teacher via email or AirDrop.</p> <p>Now that the challenge is clearly understood, it's time for the students to develop models of proposed plantings. These are done in Numbers on their MacBook Airs, an application</p>



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	<p>that allows students to build spreadsheets on a flexible, free-form canvas complete with tables, charts, graphics, and text. Students will also use the camera on their MacBook Airs to capture images of the greenhouse space, and then use SketchBook Express to edit and annotate these images to show what their design will look like when the full planting is in place.</p> <p>With modeling complete it is time for students to plan and carry out their investigation, and in this case that means plant the greenhouse, begin the management of the crops, and decide how they will measure their success. The teacher has identified content that will support the development of students' agricultural skills, and created a Pages document called: "Growing Science; Successful Greenhouse Planting and Management" on their MacBook Air. The teacher shares the document with the students, meaning they are now directly connected to relevant content across all media types via a personalized, locally constructed content collection. This content provides students what they need to know to move ahead with the project and begin planting.</p> <p>As the plants begin to grow, data is regularly collected. The students analyze and interpret the data using Numbers, checking to see if plants are doing well in their current location or if perhaps an alternative design might be more effective. Constants and variables are identified, data is collected and entered into Numbers spreadsheets, and charts are generated to help the collected data tell its story more effectively.</p> <p>The teacher invites community-based agricultural experts to speak to the class via FaceTime, projecting the expert through the Apple TV. Experts include local greenhouse owners and a large commercial hydroponic project that is developing a regional if not</p>



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	<p>national reputation for growing great tomatoes all year round in the middle of Maine. By using the Apple TV, the teacher can move the MacBook Air around the classroom, handing it to a student who has a specific question for the expert and allowing them to speak face-to-face.</p> <p>Technology continues to play a role throughout the growing season as a variety of data types are routinely collected. Numbers supports mathematical thinking and communications, and access to Maine's Virtual Library (MARVEL) through Safari on student MacBook Airs provides ready access to vetted database content to constantly grow student knowledge around greenhouse agriculture. Students use Bento on their MacBook Airs to create a database of their own, recording the variety of plants they have planted and creating a guidebook of sorts that can be used by a greenhouse visitor to learn more about each species.</p> <p>Results of the growing season come in, and the results are looked at scientifically. In short, the data is listened to, and the students set about constructing explanations for results obtained and designing solutions that would lead to a more successful greenhouse next year. To support their design change suggestions, the students use the MacBook Air's camera and Preview to capture and annotate images of actual results as they discuss what happened, and how specific changes could improve results, and why. Because they are using actual images from the current results, they are engaging in argument from evidence and fully embedded in real-world science.</p> <p>Students have been collecting and using information from a variety of sources throughout this learning experience, but now it is time for them to inform the school community of their results and plans for the</p>



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	<p>next growing season. Students, based on their learning styles and individual preferences, use a wide variety of apps to create evidence of their learning from the overall experience. Working from a rubric distributed by their teacher via AirDrop, the students use Pages to create a newsletter format report, Keynote to create a multimedia presentation, and iMovie to create video content. While each student might select a different tool to report on their growth in science skills and concepts, and some will focus on engineering topics such as lighting and shelving design while others will speak to the importance of selecting appropriate plants for the environment, all are striving to gain mastery over the Next Generation Science Standards.</p>
<b>6.6.3. State Specific Standards</b>	
<p><u>6.6.3.1. Maine</u></p> <p>While the Provider is not required to provide educational content, each Bidder must identify all of its application software and describe how it will support educational use and how it will align tools and resources with Maine's <i>Learning Results</i> including the <i>Common Core State Standards</i>. In addition, the Department anticipates that upon completion, the <i>Next Generation Science Standards</i> will be adopted.</p>	<p>Apple Professional Development has ten years of experience working alongside Maine Department of Education content specialists to help Maine teachers leverage their MLTI devices and the software tools included to support their educational use in alignment with Maine standards.</p> <p>All Apple products come equipped with tools that help students take control of their time in school and beyond. In addition to supporting all learners in achieving to standards in academic courses, the MacBook Air is a great tool for supporting the development of a college-ready, work-ready young person.</p> <p>The Calendar and Reminders apps will help keep a student on schedule and able to complete assignments on time. The Contacts app can help students learn the importance of keeping track of teachers, community resources, and their peers in a way that goes far beyond their mobile phone number or e-mail address.</p>



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	<p>Mail, FaceTime, and Messages support the development of critical collaborative skills that today's college and business worlds call for. With these tools students can be working actively to meet standards while at the same time learning to effectively engage in text based, video-conferencing, and document sharing collaborations.</p>
<p>6.6.3.1.1. <i>Career and Education Development</i></p> <p>Career and education development helps all students gain the knowledge, skills, and behaviors to interact with others, set goals, and make decisions related to career, college, and citizenship. These are the skills and knowledge that underlie the Common Core State Standards and all content areas and are also known as "College and Career Readiness". Bidders should focus on tools and functionalities that assist students to create and update personal profiles and interest inventories, do career research, make college and career decisions, and set goals and solve problems.</p>	<p>Apple's latest operating system brings many new features to the Mac. In addition to supporting all learners in achieving mastery of standards in academic courses, the MacBook Air is a great tool for supporting the development of a college-ready, work-ready young person.</p> <p>The Calendar and Reminders apps will help keep a student on schedule and able to complete assignments on time. The Contacts app can help students learn the importance of keeping track of teachers, community resources, and their peers in a way that goes far beyond their mobile phone number or e-mail address.</p> <p>Mail, FaceTime, and Messages support the development of critical collaborative skills that today's college and business worlds call for. With these tools students can be working actively to meet standards while at the same time learning to effectively engage in text based, video-conferencing, and document sharing collaborations.</p> <p>Setting goals and solving problems are key skills that 21st century citizens need, and Apple's Challenge Based Learning (CBL) model is an effective way to support all learners in developing these capabilities. Apple's creative and productivity toolsets uniquely support student engagement in defining, researching, and proposing solutions to real-world challenges.</p>



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	<p><b>Engaging students one challenge at a time</b> Apple has everything students need to tackle any challenge. From generating ideas through presenting solutions, Apple technology allows students to connect deeply with content. And in Challenge Based Learning environments, Apple products are helping them become even more involved in an engaging and collaborative process.</p> <ol style="list-style-type: none"><li><b>1. <i>The Big Idea</i></b> Every challenge starts with the selection of a big idea — a broad topic that has importance to students and their community. Topics like democracy, the environment, or sustainability. Using Safari on a Mac, students can browse the web to quickly define and better understand their big idea. Let's use food as an example.</li><li><b>2. <i>Essential Questions</i></b> Students explore their big idea by asking questions that reflect their individual interests and community's needs. How does food impact our health? How do our diets impact the environment? What are the benefits of organic farming? A simple way for students to keep their questions organized is with Pages. This streamlined word processor and page layout tool is included in iWork — a powerful suite of applications for creating amazing documents, spreadsheets, and presentations.</li><li><b>3. <i>The Challenge</i></b> From the essential questions a challenge is developed to guide students toward a real-world solution. Like, let's improve what we eat. OS X Server can help students collaborate and communicate throughout the challenge by ensuring safe and secure access to email, chat, calendars, wikis, blogs, and more. Documenting the process is also key. With iPod touch or iPhone 4 or</li></ol>



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	<p>later, students can record audio and shoot HD video of themselves in action and on the go.</p> <p><b>4. Guiding Questions and Activities</b> To meet their challenge, students need to ask guiding questions. What exactly do we eat? What nutrients do we need? What foods can we grow locally? To find answers, teachers work with students to identify guiding activities they can do at school and in their community. Students can interview people about their diets via FaceTime and analyze nutritional data in Numbers — the easy-to-use application for creating spreadsheets included in iWork.</p> <p><b>5. Guiding Resources</b> Students take advantage of websites, podcasts, apps, audiobooks, and other resources to help answer guiding questions and develop solutions. iTunes U provides instant access to some of the world’s best thinking for free — including lectures, videos, and articles from hundreds of distinguished universities, libraries, museums, and news organizations. And with MacBook Air, they can find what they need anytime, anywhere.</p> <p><b>6. Solutions, Implementation, and Reflections</b> With their research complete, students choose one solution to develop. In this example, creating a school garden. To showcase their thinking, they can build engaging slideshows in Keynote — the presentation application in iWork. Once the solution is approved, students implement it in the real world. The challenge is now complete and can be shared via a video made in iMovie or a slideshow built in iPhoto — apps included in iLife, the creativity suite that comes with every Mac. At the end of each challenge, students reflect on the entire process to</p>



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	<p>help deepen their learning and enrich future projects.</p> <p>To learn more about Challenge Based Learning, please refer to: <a href="http://www.apple.com/education/cbl">www.apple.com/education/cbl</a></p>
<p><i>6.6.3.1.2. Career and Technical Education</i></p> <p>The Career and Technical Education (CTE) centers provide over 60 programs of study, many of which require specialized equipment and tools that are beyond the scope of this RFP.</p> <p>Bidders must describe how its solution will support effective teaching and learning in the CTE centers in Maine in general. If specific functions and tools included in the solution have specific application for a program of study offered in Maine CTE centers, the Bidder should describe those specific uses within the context of that program of study.</p>	<p>Communication and collaboration are key components of each industry for which Maine’s CTE programs prepare their students. Every Mac comes loaded with tools that will allow every student to enter their chosen field ready to use these skills. These tools, as mentioned in Sections 6.6.1.9 and 6.6.3.1.1, include Mail, Calendar, Messages, FaceTime, Reminders, and AirDrop.</p> <p><b>Pages</b></p> <p>A streamlined word processor with easy-to-use layout tools, Pages allows students to choose from hundreds of templates to create professional-looking newsletters, brochures and flyers that can be of real use in any CTE program. Teachers and students can use Pages to create all sorts of documents that combine text with supporting images, videos, graphs, charts, and more.</p> <p><b>Keynote</b></p> <p>With Apple’s simple-to-use, cinema-quality presentation software—students can create stunning presentations to share their concepts, drafts, and completed work. Presentations are a part of many industries, and with Keynote they can be as media-rich as needed, moving well beyond bulleted text and still images to include all types of content.</p> <p><b>iMovie</b></p> <p>Video is a foundational tool of industry in 2012. With iMovie, students can easily create movie projects that include digital video, photos, and music, as well as</p>



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	<p>narration and text. Students can use iMovie to create video content specific to their CTE curriculum, their own short films, or documentaries about current events. Teachers can use iMovie to share best practices with their peers and to create video content to be shared with their students either during class time or in an online learning environment.</p> <p><b>Bento</b></p> <p>Organization is a key factor to success in any field, and databases are the backbone of organization. With Bento, students can begin creating real databases without having to be a programmer. And the databases they make can be of real value in their real CTE world. Bento is the leading personal database. Now you can organize contacts, track projects, plan events and manage lists — the fast and easy way! Get started in seconds and be infinitely more organized. Bento includes 25 templates that are ready to use at work, home, school, and in your community. Easily customize them to organize virtually any type of information you have. Organize contacts, track projects, plan events and manage lists. Create your own personalized apps to track virtually any type of information you have.</p> <p><b>Numbers</b></p> <p>In business quantitative data is foundational, and being able to move a project ahead can depend on being able to tell a compelling quantitative story in an accessible way. Numbers is the spreadsheet tool that is more than just the numbers, allowing users to build spreadsheets on a flexible, free-form canvas on which you can move tables, charts, graphics, and text anywhere you want. With Numbers students and teachers can use quantitative data in a whole new way.</p>



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	<p>Because so much of CTE work is hands-on it can be difficult for traditional assessment methods to accurately capture the richness of student learning and depth of student achievement. The Camera and audio recording capabilities built into the MacBook Air can easily capture still images, video, and audio evidence of accomplishment that can be used both in school and in job application situations. The mobile nature of the MacBook Air makes it possible for this kind of content to be captured wherever the student is learning their trade, and in a CTE setting this could be anywhere from a kitchen to a wood lot. Combined with software tools such as those listed above, this rich media content can be used to create products that tell a compelling story of student capabilities.</p> <p>Through iTunes U students can access a wide variety of content. This content can either be created by their own teachers or drawn from a rich collection of content produced around the world. In this way they will gain core knowledge and skills to support their current learning needs, be those academic or skills-based, while at the same time gaining experience in the kind of learning that will be a core part of their professional life when they enter their chosen field.</p> <p>Using Adobe Digital Editions, OER textbooks available from CK12.org can support learning in many of the STEM topics which are foundational to CTE programs.</p>
<p>6.6.3.1.3. <i>English Language Arts</i></p> <p>Maine has adopted the Common Core State Standards for English Language Arts (<b>Section 6.6.2.1 Common Core State Standards for English Language Arts</b>).</p>	<p>Please refer to Section 6.6.2.1.</p>



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<p data-bbox="305 300 683 363">6.6.3.1.4. <i>Health and Physical Education</i></p> <p data-bbox="435 384 800 1035">Maine updated the Learning Results for Health and Physical Education in 2007. The updates included a focus on leveraging the learning goals embedded in the standards “to enhance health”. While the Provider is not required to provide educational content, Bidders must describe the tools and functionalities included in the solution that will support the teaching of and the learning of the outcomes described by the Learning Results for Health and Physical Education.</p>	<p data-bbox="816 300 1432 468">Section 6.6.1 describes the tools and functionalities included in the solution that will support the teaching and learning of the outcomes described by the Learning Results for Health and Physical Education.</p> <p data-bbox="816 506 1390 537">Possible specific integrations might include:</p> <p data-bbox="816 575 1432 1226">The health teacher uses Pages on their MacBook Air to create a series of documents that connect students directly to content and assignments that support their achievement of knowledge and skills. With the ability to include still images, audio, video, text, and web links to OER web resources in the documents, the teacher can provide rich content that meets the needs of diverse learners. The teacher has included content found in iTunes U from Common Sense Media (an MLTI partner) around digital citizenship and healthy living in the digital age. By sharing the documents with the students via AirDrop and Mail each student receives a personal copy, giving the students access to content to their MacBook Air for use offline, where they can take notes and keep track of their progress throughout various units of study.</p> <p data-bbox="816 1264 1432 1875">In Physical Education the class is involved in a volleyball unit – the kids love the game. The teacher notes that one student is having a consistent issue making serves and the teacher can see what the problem is. Using the camera on the MacBook Air the teacher captures three video clips of the student’s serve. Calling the student over, the teacher and student review the clips where it can be clearly seen that early release of the ball prior to strike is where the problem lies. Just like a professional athlete the student is able to see the issue and take immediate action to self-correct. The result is vastly improved volleyball serves and improved self-confidence. Win-win. And because the student would benefit from watching these videos more than once, the teacher uses AirDrop to wirelessly pass the</p>



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	<p>video clips over to the student before the end of class.</p> <p>Using Numbers on their MacBook Air, students begin keeping a close watch on the time they spend involved in different activities. The students make these numbers tell more visual stories, and in this way they become better informed of how their time is being used and identifying gaps in activity levels. Working together the class researches optimal activity profiles and compares these with their own information. By setting specific, personalized activity goals, the students are able to become more aware of how they use their time and begin making more healthy decisions based on quantitative data. As part of a school wide effort to support healthy activity choices, the ability to make quantitative, personalized information directly in the hands of teachers and students makes a difference.</p>
<p>6.6.3.1.5. <i>Mathematics</i></p> <p>Maine has adopted the Common Core State Standards for Mathematics (Section 6.6.2.2 Common Core State Standards for Mathematics).</p>	<p>Please refer to Section 6.6.2.2.</p>
<p>6.6.3.1.6. <i>Science and Technology</i></p> <p>Maine is a lead state in the development of the Next Generation Science Standards, and it anticipates that these standards will be adopted upon completion (Section 6.6.2.3 Next Generation Science Standards).</p>	<p>Please refer to Section 6.6.2.3.</p>
<p>6.6.3.1.7. <i>Social Studies</i></p> <p>Social studies education involves the exploration of the social sciences and</p>	<p>Section 6.6.1 describes the tools and functionalities included in the solution that will support the teaching and learning of the outcomes described by Maine's Learning</p>



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<p>humanities, including geography, civics and government, economics, and history in order to develop responsible, informed, and engaged citizens. Effective teaching and learning in social studies rely heavily on the usage of multiple primary and secondary sources and research. While the Provider is not required to provide educational content, Bidders must describe the tools and functionalities included in the solution that will support the teaching of and learning of the outcomes described by Maine’s Learning Results for Social Studies with a particular emphasis on fostering civic, global, historical, geographic, and economic literacy and the development of critical thinking and problem-solving skills; investigation, research and reading skills; oral and written communication; presentation skills; and collaboration skills.</p>	<p>Results for Social Studies with a particular emphasis on fostering civic, global, historical, geographic, and economic literacy and the development of critical thinking and problem-solving skills; investigation, research and reading skills; oral and written communication; presentation skills; and collaboration skills.</p> <p>Possible specific integrations might include:</p> <p>Foundational to any study of US History are a core set of documents — The Declaration of Independence, The US Constitution, The Bill of Rights, etc. Through Adobe Digital Editions on their MacBook Airs, all students involved in a course that deals with US History will download ePub copies of these documents. This way they will have access to these documents whether online or not. Not only do they have the documents as ePub files, they can also download PDF versions, and annotate those documents in Preview. They can share these notes with teachers or peers as needed via e-mail, Messages, or AirDrop. Some students take advantage of having the text read aloud to them using Text-to-Speech or VoiceOver — some because they are challenged by the reading itself, and others because taking in auditory information is a better fit for their personal learning style.</p> <p>Research is a constant in a Social Studies classroom, and the students are finding their MacBook Airs powerful tools for accomplishing this effectively. Using Safari to access current articles from web-based resources and databases in Maine's Virtual Library (MARVEL), they use the Reader feature to cut out the clutter so they can focus on the content. In addition, Safari's Reading List allows students to have full web page content available even when they are offline, meaning the learning doesn't have to stop when the Internet is unavailable.</p>



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	<p>In one Social Studies classroom the teacher has created a series of Pages documents that are explicitly connected to the course syllabus and hold a rich collection of content and assignments that directly support student attainment of MLR outcomes. Because the teacher realizes that the world the students are preparing to lead thrives on collaboration, students are expected to be active contributors to this collection. They are asked to identify resources in iTunes U, in other web based collections, or even locally created content that deserves to be part of the class' collection. iTunes U content such as the Advies collection from the John W. Hartman Center for Sales, Advertising &amp; Marketing History at the Duke University Libraries that is found in iTunes U. This archive of notable television commercials from the 1950s, 1960s, 1970s, created for various clients from the D'Arcy Masius Benton &amp; Bowles advertising agency, is a powerful asset in reflecting on America's post-WW II era. Resources are passed on to the teacher via e-mail or Messages, and the teacher edits the Pages documents on the MacBook Air, prints the documents to PDF and shares the updated version via an iTunes U course they have built. In this way the students are learning social studies in a collaborative social environment.</p> <p>Using Preview, students are asked to open a PDF version of a map of what the Gettysburg battle area looked like on July 2, 1863, the second day of the Battle of Gettysburg. While the map may show "what and who was where," the teacher wants to assess student understanding of what had led up to the placements on the morning of July 2, and what strategic mistakes or gains are shown on the map, and the understanding of why these are either gains or mistakes. By using Preview the students are able to annotate the map both graphically and with text. And by using GarageBand the students are able to use these annotated maps and their own voices to</p>



RFP Requirement	Apple Response
	<p>explain their knowledge and understanding clearly. In the end the teacher has evidence of learning, which demonstrates not only static knowledge, but also oral presentation skills and ways of thinking. The teacher feels this kind of assessment tool is transformative in helping them support individualized learning in a mastery based system where big ideas matter as much or more than simply knowing that July 2, 1863 was the second day of the Battle of Gettysburg.</p>
<p>6.6.3.1.8. <i>Visual and Performing Arts</i></p> <p>The Visual and Performing Arts encompasses many different forms of artistic expression, and students and teachers need to be able to both create, edit/manipulate, capture, and view these different forms of artistic expression. While the Provider is not required to provide educational content, Bidders must describe the tools and functionalities included in the solution that will support teaching and learning including:</p> <ul style="list-style-type: none"><li>• The capacity to capture live performance for assessment (both self-assessment and assessment by others) and as an artifact of the performance itself — which may be later used for any number of activities — assessment, sharing, archiving, remixing into new expressions, etc.</li><li>• The capacity to create and manipulate audio,</li></ul>	<p>Section 6.6.1 describes the tools and functionalities included in the solution that will support teaching and learning in the Visual and Performing Arts, including: The capacity to capture live performance for assessment (both self-assessment and assessment by others) and as an artifact of the performance itself — which may be later used for any number of activities — assessment, sharing, archiving, remixing into new expressions, etc.; The capacity to create and manipulate audio, video, and visual media as a mode of creativity and expression.; The capacity to view/hear artistic work for the purposes of analysis, comparison, evaluation, etc.</p> <p>Possible specific integrations might include:</p> <p>For an instrumental music teacher, student assessment takes a tremendous amount of time. Before the MLTI, the teacher had to schedule each student for individual meetings where the student would play live for the teacher. Now there is far more time for teaching, as the arrival of the student MacBook Airs has changed the way things work. Now each student is responsible for regularly recording their playing in either GarageBand or with the camera, depending on the need for video or audio content. With digital content now available, the teacher can do the assessment of the performance after school, meaning more teaching and more learning goes on every day. As an added bonus,</p>



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<p>video, and visual media as a mode of creativity and expression.</p> <ul style="list-style-type: none"><li>• The capacity to view/hear artistic work for the purposes of analysis, comparison, evaluation, etc.</li></ul>	<p>students are using the same digital files to self assess their performances, meaning they very seldom send in the first recording they make, having listened to their work and hearing a bar that needs improvement and setting out to do just that in their next recording. As the year goes on, the students develop a portfolio of personal performances, and are able to use this content in other projects — in one case using their own playing as the background music in a video project.</p> <p>An art classroom is a busy place, and it is common for students to be working on the floor, in a corner, or even on a ladder. By using the ability of the MacBook Air to connect wirelessly to the projector using AirPlay through the Apple TV, the MLTI empowered art teacher is able to make any student's work quickly and seamlessly available for critique. The camera on the MacBook Air makes it a document camera, with a few major differences when used in conjunction with the Apple TV — no cords, no stand, fully mobile. Finding interesting work being done by a student who is striving to emulate the bold, expressionistic brush strokes of Paul Gauguin in a still life, the teacher connects to the Apple TV, asks the class to please turn their attention to the screen, and then asks the student to describe the work — not only how accurately they are mimicking the master's brush strokes, but how this type of brush stroke impacts the content and a viewer's response to the art. No one has to leave their work space to be part of this conversation, and after a few minutes of lively discussion, the teacher drops the connection to the Apple TV and the class leaves behind the digital domain and returns to the artist's world of pastels, watercolor, clay, and fabric. No disruption, powerful experience in analysis and evaluation.</p> <p>In a media arts classroom there is creativity in the air. With an overarching assignment to complete a piece of digital content that will</p>



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	<p>creatively and effectively encourage students to vote in the student elections to be held later this month, students have been given freedom to choose the tools they prefer to use. Freedom within a structure is a hallmark of an effective art program, and these students revel in it. One student is using SketchBook Express to create an original piece of work that suggests school as globe, while another student has captured brief interviews with students in the halls around the "Why vote?" question, and is now weaving them into an effective video project using iMovie.</p> <p>Opening day is less than a week away and the student director of the production needs the actors to make some slight changes in stage position in order to create a more moving close to the play. Using the cameras on multiple student MacBook Airs the director has assistants fan out through the hall and capture the final few minutes of the dress rehearsal from diverse audience perspectives. As the cast gathers to watch the video clips they can immediately see the need to tweak the placement of a few actors to assure access to the full power of the closing scene for all audience members. The result is a better performance by the cast, and an improved theater experience for all audience members.</p>
<p>6.6.3.1.9. <i>World Languages</i></p> <p>Maine has a goal to graduate all students proficient in a world language. This includes the capacity to communicate both orally and in writing. While the Provider is not required to provide educational content, Bidders must describe the tools and functionalities included in the solution that will support teaching and learning of a world</p>	<p>Section 6.6.1 describes the tools and functionalities included in the solution that will support both productive (speaking, writing, showing) and receptive (listening, reading, and viewing) modes of communication.</p> <p>Possible specific integrations that will support Interpersonal (direct communication between individuals), Interpretive (individual receives communication by listening, seeing, or reading), and Presentational (individual delivers communication orally, written, or some recorded form when the receiver is not expected to provide direct feedback including a one to many style of communication) might include:</p>



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<p>language. This includes tools and functionalities that support both productive (speaking, writing, showing) and receptive (listening, reading, and viewing) modes of communication. Further, the Bidder must describe how its solution's tools and functionalities support different form of communication:</p> <ul style="list-style-type: none"><li>• Interpersonal (direct communication between individuals)</li><li>• Interpretive (individual receives communication by listening, seeing, or reading), and</li><li>• Presentational (individual delivers communication orally, written, or some recorded form when the receiver is not expected to provide direct feedback including a one to many style of communication)</li></ul> <p>In addition, proficiency in a world language requires cultural knowledge as it relates to differences in how communication is produced and received. Bidders must describe how its solution supports the teaching and learning of cultural knowledge.</p>	<p>At the start of the year, when students first arrived in this MLTI teacher's French classroom, the first order of business was to make sure that the students had access to the French keyboard. By navigating to System Preferences: Language &amp; Text: Input Sources and selecting French and selecting the Keyboard and Character Viewer, the MacBook Air now has the capability to have the keyboard easily changed to the French AZERTY layout, providing easy access to all French-specific characters.</p> <p>In System Preferences: Language &amp; Text: Language the teacher shows the students how to make French the system language of their MacBook Air. "Tout en Français," is the teacher's request.</p> <p>The teacher also has shown the students how to practice their pronunciation using Dictation. Navigating to System Preferences: Dictation &amp; Speech the students are able to change the Dictation language to French (France). This means that when they speak in French, the MacBook Air will render their words in written French. All agree that this is a great way to practice their pronunciation in advance of dialogue exercises they will do in class.</p> <p>Communication today is different. Methods of interpersonal communication have blossomed and with their MacBook Airs students are able to practice their world language in many ways. World language students practice their written language skills through the Mail and Messages apps on their MacBook Airs, and practice oral language using FaceTime. The use of FaceTime has proven to be highly effective in learning ASL, where "spoken" language moves from an auditory to a visual medium.</p> <p>The teacher creates an iTunes course with iTunes U Course Manager where the students find audio recordings by their teacher of</p>



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	<p>vocabulary words and important phrases and dialogues, with a voice and accent that is so familiar to them. And because they can download the content and carry it with them locally, they can listen to those audio clips as often as needed until they have mastered them.</p> <p>Partnering with another middle school classroom, Spanish students join in a discussion, "todo en español," with peers from a neighboring district. This is happening via FaceTime, and because it is live and with their peers, student engagement is up and the preparation that went on ahead of the event has been strong.</p> <p>During parent conferences the Chinese instructor is no longer limited to sharing paper-based evidence of student achievement, but now is able to share audio and video recordings of the student using their growing mastery of the language in real classroom settings.</p> <p>Using Apple TV and FaceTime, the teacher is able to bring native speakers of the language being taught into the classroom as a visiting expert. In the St. John Valley of Maine where there is a concerted effort to keep the use of the French language alive this is especially valuable, as these local experts are often the grandparents of current students, only too willing to help support world language instruction in local schools.</p> <p>At Indian Township School there are students who still hear the Passamaquoddy language spoken in their homes or at family gatherings. These students are making use of the audio and video recording capabilities of their highly mobile MacBook Airs to help make sure that a record is captured of this threatened language so it does not disappear. By creating video and audio record of the language, and then transcribing the text, they are doing the work</p>



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	<p>of linguists and engaging with a world language in a deep and personally compelling way. They are not simply learning the historic language of their people, they are learning about their culture as well.</p> <p>Safari gives all students access to web sites that are native to the culture where the language they are studying is spoken. By visiting these sites and taking advantage of current topics the students gain experience with their language that would not be available any other way. Images and video content provide insight into the people and cultures where their language lives, helping the students put their language learning in a greater context.</p>
<p><u>6.6.3.2. Hawaii</u></p> <p>While the Provider is not required to provide educational content, each Bidder must identify all of its application software and describe how it will support educational use and how it will align tools and resources with Hawaii’s adopted academic standards – the Common Core State Standards for English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects; the Common Core State Standards for Mathematics; and HCPS III for CTE, fine arts, physical education, and world languages. Hawaii also anticipates adopting the Next Generation Science Standards, pending their completion in 2013.</p>	<p>Apple Professional Development has considerable experience working alongside Hawaii Department of Education content and curriculum specialists to help Hawaii teachers leverage their learning devices and the software tools included to support their educational use in alignment with Hawaii standards.</p> <p>All Apple products come equipped with tools that help students take control of their time in school and beyond. In addition to supporting all learners in achieving to standards in academic courses, the devices offered in Apple’s proposal are powerful tools for supporting the development of a college-ready, work-ready young person.</p> <p>The applications described in Sections 6.6.1.6 and 6.6.2.1 provide vast instructional possibilities across all subjects and in support of the academic standards to include Common Core.</p> <p>This plethora of software applications provides vast instructional possibilities and can be used to assist teachers and students in meeting some of the objectives and General Learner</p>



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	<p>Outcomes put forth in the 2012 update to the Hawaii DOE Strategic Plan 2011-2018.</p> <p>Two exemplary programs that continue to demonstrate the seamless adoption and integration of Apple tools into learning aligned to Hawaii’s academic standards and goals of the Strategic Plan are HIKI NŌ and Waianae High School Searider Digital.</p> <p>HIKI NŌ, the nation’s first statewide student news network, was recognized in March of 2012 by the Hawaii State Senate as a local and national leader in digital media. Seventy-three (73) public, private, and charter middle and high schools participate in the HIKI NŌ student newscast, which airs weekly. The Corporation for Public Broadcasting writes about HIKI NŌ, “The project gives students from all parts of the state equal access to workforce and 21st century learning skills – digital literacy, critical thinking, problem solving, creativity, and communication – that are essential for success into today’s economy. Participation in HIKI NŌ has given many students the real-world experience of working in a newsroom and has even encouraged some to pursue careers in journalism.”</p> <p>The accomplishments of Waianae’s Searider Digital have been noticed by the community. Noting the advanced understanding of digital media as well as the general overall academic success of recent Searider Digital program graduates, Leeward Community College (LCC) has extended a grand opportunity to Searider Digital students by allowing them to enroll in college courses while still in high school. LCC’s willingness to invest resources in students from the Searider Digital program certainly validates a primary goal of the program that is aligned with one of the DOE’s goals: to produce students that are fully prepared to succeed in a college environment.</p>



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<p><b>6.6.4. Network and Device Connectivity</b></p> <p>The device must be able to connect to network file servers using common networking protocols (e.g., smb, afp, nfs, ftp, etc.). The device must be able to utilize common peripherals for input and output (e.g., networked and stand-alone printers, digital cameras, digital video cameras, scanners, etc).</p>	<p>The networking technologies in OS X are based on industry standards. Examples of these technologies include but are not limited to: IPv4, IPv6, DHCP, HTTP/HTTPS, FTP/SFTP, SSH, NFS, AFP, and SMB. In addition to built-in Bluetooth 4.0 support for wireless device connectivity, MacBook Air includes built-in USB 3.0 and Thunderbolt ports for connecting to digital cameras, printers, scanners, external storage, and many other compatible devices.</p>
<p><b>6.6.5. Distance and Online Learning</b></p> <p>The portable computing device must be able support common learning management systems (i.e. Moodle, Blackboard, Studywiz, etc.) to facilitate distance and online learning. In addition, the portable computing device must be compatible with common online content providers (i.e. oercommons.org, cnx.org, khanacademy.org, ck12.org, iTunes U, etc.).</p>	<p>Apple’s proposed solution complies with this requirement.</p>
<p><b>6.6.6. Student Information Systems</b></p> <p>The portable computing device must be compatible with common student information systems in use in schools and states.</p>	<p>Apple’s proposed solution complies with this requirement.</p>
<p><b><u>6.6.6.1. Maine Student Information Systems (SIS)</u></b></p> <p>The Maine Department of Education utilizes Infinite Campus State Edition for management reporting purposes. In addition, Maine schools primarily utilize Infinite Campus and PowerSchool for local management and reporting purposes. Bidder’s solutions must be compatible with Infinite Campus and PowerSchool systems, and Bidder’s will be required to work with the Department to maintain</p>	<p>Apple’s proposed solution complies with this requirement.</p>



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compatibility as both the solution and the SIS systems evolve.	
<p><b>6.6.7. Stand-alone</b></p> <p>The portable computing device must be able to function in a stand-alone mode sufficient to enable the user to perform basic functions (e.g., writing, data analysis, multimedia, information management) without requiring network access. The Bidder must describe the differences, if any, in the function of the device when it is network-connected versus in stand-alone mode. Bidders should consider that many families do not have broadband Internet access at home.</p>	<p><b>Learning is not Restricted or Defined by Access to the Internet</b></p> <p>Apple devices are designed to encourage student learning to occur in any and all environments. While classroom time is a precious commodity, we want students to flourish away from their desks as well. In a rural state with many learning opportunities located either off the Internet grid or in homes that face challenges in connectivity, Apple believes that our devices empower individual students to pursue their learning in any and all environments.</p> <p>MacBook Air provides a completely functional off-line experience. Students and teachers can perform all the basic functions necessary for offline use, including saving files, doing data analysis (with tools like Numbers), accessing multimedia (via the iTunes Media Library or Safari's media cache feature), and general information management.</p> <p>Additionally, the built-in Safari browser allows for HTML5 Offline Support, allowing web pages stored on your computer to be immediately accessible at any time. The Reading List feature in Safari allows web pages to be cached for offline viewing. The browser also supports media caching for audio and video data using the HTML5 application cache. This enables offline media playback (as well as better media performance when an Internet connection is available but slow).</p> <p>Apple's response includes a complete suite of tools for effective teaching when the device is offline. This includes QuickTime Player, GarageBand, iTunes, iMovie, and Pages to name a few.</p> <p>OS X's unique "AirDrop" feature allows student and teachers in close proximity to continue to</p>



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	<p>share files wirelessly, even when a wireless network is not available.</p> <p>When the device is offline, access to the Internet, cloud-based storage, and other non-cached content (including email that has not yet been received by the client) will be unavailable. Tools that rely on Internet connectivity (Mail, Browsing, Dictation, etc.) will take advantage of a configured network connection as soon as one is available; no user intervention, rebooting, or other interactivity is required.</p>
<p><b>6.6.8. Cloud Requirements</b></p> <p>The Bidder must include a recommended minimum school Internet bandwidth capacity for its solution. Recommended bandwidth should be expressed in megabits per second for each 100 users per school. This recommendation should assume that the entire school is participating in the program, and therefore all students may be leveraging the portable digital device. The Department recognizes that some general activities not specific to the solution can drive significant bandwidth usage, and recognizes that schools will need to install bandwidth necessary to support the density of users associated with a 1:1 program. However, if the Bidder's solution relies on cloud-based tools and functionality, the Department needs to understand what impact, if any, the introduction of the solution will have on school bandwidth needs. Bidders should design a solution that respects the availability of bandwidth in schools.</p>	<p>While bandwidth requirements will vary by task, the recommended Internet bandwidth is 10 Mbps or faster per 100 users. This is aligned with the SETDA recommendations for Internet bandwidth:</p> <p><a href="http://www.setda.org/web/guest/broadbandimperative">www.setda.org/web/guest/broadbandimperative</a></p> <p>Apple's proposed solution includes a server that caches updates and applications to minimize the impact on a school's Internet connection.</p> <p>MacBook Airs will be backed up using Code 42's CrashPlan PROe service. The impact of the cloud backup service on the network is mitigated by network conscious features like just copying the changed blocks in a file, de-duplication, and compression before transmission.</p>
<p><u>6.6.8.1. Maine School and Library Network</u> For more information about available bandwidth in Maine</p>	<p>Apple has reviewed this information and confirms its understanding thereof.</p>



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<p>schools, please see <b>Appendix E, State Profiles — Maine.</b></p>	
<p><b>6.6.9. Software Updating</b></p> <p>The Provider should describe how its solution will provide the capacity to update the portable computing devices. This includes incremental and major updates that may be required after the portable computing devices have been issued to students. Increasingly, schools are issuing the portable computing devices to students, and the students are retaining the device even during long vacations including summer break. The Provider should describe whether or not it will be necessary for schools to collect the portable computing devices to apply major updates efficiently. The portable computing devices will be able to be updated from a central location via a "push" method or "over the air" method rather than each device separately and manually for incremental updates.</p> <p>Ideally, major updates should not require users to perform a complete back and restore of user data and configurations in order to apply the update. While the Department recognizes that performing a backup before a major update is "best practice", it is desirable that the solution allow for "upgrades" whenever possible as opposed to "reformat and reinstall".</p>	<p>This proposal includes JAMF Software’s Casper Suite to deliver a new generation of capabilities in managing MLTI Macs. This suite will provide the ability for the state and schools to centrally and wirelessly deliver both major and minor software updates without requiring re-imaging or collection of the machines during the summer period, saving the State and schools time and money. It will also make it easier for schools to centrally and wirelessly deliver locally selected software.</p> <p>Software updates for OS X and included applications will be made available via a “Self Service” portal for individuals to install on their own. Updates to OS X and applications can be pushed to client computers via policy from a centralized server as determined by the State or school in conjunction with the Project Team. Specific software updates will be cached and served from a server located at each school site in order to minimize bandwidth requirements. When machines are outside of school, the “Self Service” portal will automatically point to a mirror of the content to minimize a school’s bandwidth requirements.</p> <p>Major updates to OS X can be “pushed” out to devices by the school or installed manually by the user via a “Self Service” portal. A user-driven upgrade reduces the need to collect devices and is designed to preserve user data during the upgrade process. Similar to minor OS X software updates, major updates can be staged to the device and forcibly applied if necessary.</p> <p>The proposed solution does not require a complete backup and restore of user data and configurations in order to apply updates. However, a recent backup of user data is always recommended when making substantial changes to a system.</p>



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<p><b>6.6.10. Software Restore</b></p> <p>The portable computing device will be able to be restored easily and in a reasonable timeframe. The Provider should take into account the range of sizes of schools and account for reasonable restore processes for both large and small school deployments. The Provider is responsible for providing any associated software, hardware, or networking equipment necessary to restore the device to a base state. In addition, the restore process should allow for easy additions to the base software load as schools may desire the additional software titles or adjustments to basic settings. Ideally, a device should be able to be restored, including local additions, easily so that upon completion of the process, no further manual installations or configuration changes are necessary.</p>	<p>Each MacBook Air will have a Restore Partition that provides the ability to restore the base OS and any applications that are part of the MLTI image. Updates to the operating system and applications can be performed either at the user's discretion using the "Self Service" capabilities of the solutions, or they may be pushed to each device when critical updates are necessary.</p> <p>Updates to the restore partition image will be provided after two major revisions to the OS. To facilitate this, Apple will provide one USB flash drive for every fifty (50) MacBook Airs shipped or a minimum of one per building. The flash drive will come preconfigured with the State-approved baseline image and a simple tool for updating the restore partition.</p>
<p><b>6.6.11. Operating System and Software</b></p> <p>The Provider must include current and upgraded versions of the core operating system software and all other software included as a part of the Provider's solution through the term of the agreement in order to maintain usability with upgrades and enhancements to surrounding systems and peripherals. The Bidder must provide a device which will not require hardware upgrades in order to reasonably keep up with possible future software upgrades (e.g., initial delivery should include adequate memory, storage, and processing power for typical upgrade cycles given the term of the agreement) or the Provider should include a description of how it plans to upgrade the equipment through the life of the</p>	<p>Apple will provide current and upgraded versions of the core operating systems if they become available for the proposed devices through the term of the contract period. The proposed MacBook Air models will include adequate hardware such as processing power, memory and storage to maintain usability with educationally relevant software. Apple will provide appropriate upgraded versions of Apple's iLife and iWork suites in our per seat cost. The Bento Site License includes one upgrade during the four year contract. CrashPlan PROe and JAMF's Casper Suite include four-year maintenance agreements.</p> <p>Please see Section 6.6.11 of the Terms of Agreement for Apple's complete response to the proposed language.</p>



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project to maintain adequate functionality and minimize disruption and the availability of the solution.	

## 6.7. Device Options

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<p>The Department wishes to enable schools, who so desire, to enhance or complement the basic solution with additional, optional software and hardware at their own local costs. Each Bidder should describe what it can offer, separately priced, to enhance schools' effective use of the basic solution—strictly as an option for local school units to consider should the Bidder become the awarded Provider. Schools may also opt to acquire such offerings independently if they are able to obtain better pricing from other parties. The Bidder shall include only those products, models and features that it will support if configured and connected to the proposed solution.</p> <p>The Bidder should specify and describe fully here the features, functions and advantages of such offerings. Provide the price quote on Appendix B, Cost Proposal Form, Table 4 for each item, including all cost options (please use consistent item numbers in this section and on Appendix B, Cost Proposal Form, Table 4). Specify whether the price includes shipping, installation and related charges; if not, specify what additional charges would be added. Ensure that the total cost is represented.</p> <p>The Bidder is to provide the manufacturer name, model, short description, warranty, unit and volume prices. Also, include any additional cables, connectors and adapters required. If any software upgrades or additional features are required, so state. These devices, cables,</p>	<p>All items listed in this section are available through the Apple Store for Education and shipping costs are included. Details of Optional Software is included in Section 6.7.1. Details for Optional Hardware is included in 6.7.2. For pricing information, please see Appendix B, Cost Proposal Form, Table 4.</p>



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<p>connectors and adapters must be available through the Bidder's corporation for delivery to the individual sites. The value of such offerings will not be considered in the evaluation score of the proposal.</p>	
<p><b>6.7.1. Optional Software</b></p> <p>The vendor may provide students and teachers access to software and applications such as educational content, web-page development software, student information, assessment tools, data management, etc. Specify such offerings here.</p>	<p>The software listed below can provide additional security and enhanced teaching and learning opportunities.</p> <p><b><i>Computrace Complete (Academic) 4 -year</i></b> Absolute Computrace allows organizations to centrally track and secure all of their endpoints within a single cloud-based console. Computers and ultra-portable devices can be remotely managed and secured to ensure – and most importantly prove – that endpoint IT compliance processes are properly implemented and enforced.</p> <p><i>Apple part number H1379LL/A</i></p> <p><b><i>NoteShare (4-year includes support/maintenance)</i></b> NoteShare is a powerful desktop application for creating, publishing and sharing media-rich, multi-page notebooks. Users can instantly share their notebooks with other NoteShare users for presenting, viewing and editing information. NoteShare can be used in the same room, same building and globally for connecting anytime, anywhere. Sharing means that the information in a shared notebook can be viewed, edited and modified by other NoteShare users. Any NoteShare user can share a notebook from their own personal computer and allow other NoteShare users to access, view and edit it. With NoteShare, you don't need to use a third party hosting service or server, just two or more users to start sharing and working on the same notebook.</p>



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	<p><b><i>Mathematica (4-year includes support/maintenance)</i></b></p> <p>Wolfram Research’s Mathematica delivers an unparalleled level of mathematical engagement for students. The combination of Mathematica and a MacBook Air enables students to engage in real-life modeling and manipulation of mathematical expressions.</p> <p><b>Conveniently digital</b></p> <p>The Mac App Store makes it easier than ever to browse and download applications for the Mac and distribute them to your organization. Powerful Apple apps are just a click away. No more buying multiple discs and waiting for them to arrive. With the Mac App Store, you get the software you need fast.</p> <p>Buy in volume and Apple software products are even more affordable. And the Apple Maintenance Program (AMP) ensures that you’ll always have the most current version. Save up to 50 percent on all Apple software when your school purchases 20 or more copies in a single transaction.</p> <p>AMP entitles customers to all paid upgrades for three years when purchased in quantities of 20 or more in a single transaction.</p> <p><a href="http://www.apple.com/osx/apps/app-store.html">www.apple.com/osx/apps/app-store.html</a></p>
<p><u>6.7.1.1. Maine Proficiency- and Standards-based Education Models</u></p> <p>Maine is a leading state in the implementation of using national standards and industry recognized credentialing exams as assessments. The national and state certified standards currently in use can be found at <a href="http://www.maine.gov/education/it/resource_directory.shtml">www.maine.gov/education/it/resource_directory.shtml</a>. These standards are our CTE’s programs’ benchmarks. Twenty-four Maine school districts have formed the</p>	<p>Apple’s proposed solution complies with this requirement.</p>



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<p>Maine Cohort for Customized Learning which seeks to support the implementation of performance-based learner-centered educational systems. Further, Maine recently enacted LD1422, "An Act to Prepare Maine People for the Future Economy". It calls for the implementation of proficiency-based diplomas beginning in January, 2017.</p> <p>The Department is interested in solutions that will support the implementation of a performance/proficiency-based, standards-based system of education. This system would allow students and teachers to track, measure and produce reports based on student-centered project completions and instructor-led activities. The system would need to be able to track data at multiple levels (duty, task, indicator), provide progress indicators at different intervals and be cross-walked between Maine's Learning Results including the Common Core State Standards and anticipated Next Generation Science Standards, and Maine selected CTE national and state certified Standards and Assessments. The system should allow for data integration with assessment systems including the Smarter Balanced Assessment Consortia assessment system, Northwest Education Assessment tool, and others. In addition, ideally the system would provide alignment between student learning needs based on performance data and measures and applicable content and resources that may be available</p>	



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both at cost or for free (i.e. Open Educational Resources).	
<p><b>6.7.2. Optional Hardware</b> The vendor may provide students and teachers access to other hardware components, such as alternate portable computing devices, printers, servers, wireless access points, batteries, power cords, projectors, assistive devices, or other optional hardware devices. Specify such offerings here.</p>	<p>Through Apple's Online Education Store, schools are able to purchase Apple hardware products as well as hardware products of numerous third-party vendors.</p> <p><b><i>Apple TV</i></b> AirPlay lets you wirelessly stream what's on your iOS device to an HDTV, digital projector, and speakers via Apple TV. AirPlay Mirroring lets you show exactly what's on your MacBook Air screen to everyone in the room. Show web pages, photos, videos, spreadsheets, presentations, and more via Apple TV. AirPlay does it all wirelessly, so teachers and students can project their work from anywhere. <i>Apple part number MD199LL/A</i></p> <p><b><i>Kanex ATV Pro HDMI to VGA Adapter with Audio</i></b> Kanex ATV Pro allows a VGA digital projector to use AirPlay mirroring to Apple TV. ATV Pro is equipped with a built-in 3.5mm audio jack and requires no external power. <i>Apple part number H9139VC/A</i></p> <p><b><i>HDMI to HDMI Cable</i></b> This cable connects Apple TV to an HDMI TV or HDMI enabled digital projector. <i>Apple part number MC838ZM/B</i></p> <p><b><i>EarPods with Remote and Mic</i></b> The Apple EarPods with Remote and Mic are designed to rest comfortably inside — and stay inside — a variety of ear types. The audio quality is superior, rivaling high-end headphones. And you can use the improved remote to adjust volume, and</p>



RFP Requirement	Apple Response
	<p>control audio and video playback. <i>Apple part number MD827LL/A</i></p> <p><b><i>Mini DisplayPort to VGA Adapter</i></b> The Mini DisplayPort to VGA Adapter lets you connect a standard analog monitor, projector, or LCD that uses a VGA connector or cable to a Mac with a Mini DisplayPort. <i>Apple part number MB572Z/B</i></p> <p><b><i>Mini DisplayPort to DVI Adapter</i></b> The Mini DisplayPort to DVI Adapter lets you connect an advanced digital monitor, such as the 20- or 23-inch Apple Cinema Display, to a Mac with a Mini DisplayPort. <i>Apple part number MB570Z/B</i></p> <p><b><i>Mini DisplayPort to Dual-Link DVI Adapter</i></b> The Mini DisplayPort to Dual-Link DVI Adapter lets you connect the 30-inch Apple Cinema Display HD to a Mac with a Mini DisplayPort. <i>Apple part number MB571Z/A</i></p> <p><b><i>Belkin Mini DisplayPort to HDMI Adapter</i></b> Belkin's Mini DisplayPort-to-HDMI Adapter lets you connect your MacBook to your HDTV and provides digital audio and video signals for convenient data transfer. <i>Apple part number HA342ZM/A</i></p> <p><b><i>Apple USB Ethernet Adapter</i></b> Easily connect your MacBook Air computer to an Ethernet network with the Apple USB Ethernet Adapter. Small and light, it connects to the USB 2.0 port of your MacBook Air and provides an RJ-45 connector that supports 10/100BASE-T performance. <i>Apple part number MC704ZM/A</i></p>



RFP Requirement	Apple Response
	<p><b><i>Thunderbolt to Gigabit Ethernet Adapter</i></b> The Apple Thunderbolt to Gigabit Ethernet Adapter lets you easily connect to a high-performance Gigabit Ethernet network. Small and compact, it connects to the Thunderbolt port on your Mac computer and provides an RJ-45 port that supports 10/100/1000BASE-T networks. <i>Apple part number MD463ZM/A</i></p> <p><b><i>Apple Thunderbolt to FireWire Adapter</i></b> Easily connect your Thunderbolt-equipped Mac to a FireWire device with the Apple Thunderbolt to FireWire Adapter. Small and compact, it connects to the Thunderbolt port on your Mac computer, giving you a FireWire 800 port that supplies up to 7W for bus-powered peripherals like hard drives and audio devices. <i>Apple part number MD464ZM/A</i></p> <p><b><i>Apple 45W MagSafe Power Adapter (MacBook Air)</i></b> Apple's new, innovative AC adapter is now even more portable and made specifically for your MacBook Air. <i>Apple part number MC747LL/A</i></p> <p><a href="http://www.apple.com/education/maine">www.apple.com/education/maine</a></p>



## 6.8. Pricing Schedule for Additional Educational Groups

RFP Requirement	Apple Response
<p>The Department of Education wishes to extend the opportunity to purchase, at their own expense, the Bidder's solution, at the same or nearly the same cost to other educational providers such as public and private K12 schools, teacher preparation programs, home-schooled students, or public libraries. This will allow school systems to extend the program beyond the Department supported program. The Bidder should provide a pricing schedule to be utilized if such groups or individuals are authorized by the Department and if they wish to purchase the device, software and support solution provided under the agreement with the Department.</p>	<p>Apple has extensive experience and success in extending our 1:1 Learning solution to additional educational groups. We have developed and implemented MLTI-based 1:1 solutions in over 55% of Maine high schools and several private K12 schools over the past eight years.</p> <p><b>Public and Private School 1:1's</b></p> <p>Should a Maine public or private school desire to implement a 1:1 solution; Apple agrees to provide the same pricing and services provided in the MLTI proposed solution. Schools will receive the same pricing should they choose the identical solution and scope provided under the RFP, including student-to-teacher ratios. Private schools will be subject to additional financing costs associated with potentially higher lease rates. Pricing will be subject to negotiation for any changes or additional components for individual schools that wish to customize their solutions. Terms and conditions will be negotiated with each school entity.</p> <p>To qualify for this pricing, a minimum of 50% of the students in a building must participate. Also required is that a school needs to "opt-in" by the same deadline the DOE will establish for the middle schools. The cost per seat located in the proposal is based on a fixed student to teacher ratio and will fluctuate if the opt-in schools ratio differs.</p> <p>Should schools wish to utilize the solution proposed in this response after the opt-in period, we will work with these schools to customize a solution that continues to include as many of the proposed services herein and provide pricing.</p> <p>Apple reserves the right to alter pricing if there are any material changes to the solution.</p>



RFP Requirement	Apple Response
	Schools must purchase Apple’s device solution to be eligible to purchase the proposed wireless network solution. See Cost Proposal Form, Table 3 – School Wireless Network Costs for pricing and specific eligibility requirements.
<p><b>6.8.1. Maine K-6 Schools</b></p> <p>Maine schools serving grades K-6 are increasingly deploying 1:1 computing programs similar to the MLTI 7-12 program. Historically, the Department has extended the opportunity to purchase the MLTI solution to K-6 schools, at their expense, but through the Department’s Agreement (see <b>Section 5 Participation by Schools</b>). The Department is interested in continuing this opportunity for Maine’s K-6 schools and also recognizes that other States that may participate in this program are seeking to support these grade-levels. Additionally, the Department recognizes that the device, tools and functionality described in <b>Sections 6.5 and 6.6</b> may or may not be applicable to younger students. The Department wishes to make available to K-6 schools a solution that mimics the solution as described in this RFP for grades 7-12 in as many places as possible but that may vary to take into account developmental differences and be more age-appropriate. Ideally, aspects of the solution that are systemic and not specific to the individual student or teacher would be identical or nearly identical such as <b>Section 7 through Section 12</b>. Bidders should recognize that many Maine schools are K-8 or even K-12. Therefore, differences in service levels or service protocols may cause confusion. Bidders must describe how its solution would be different for</p>	<p>Apple will extend the opportunity to purchase the MLTI solution to K-6 schools, at their expense, through the Department's Agreement. Apple’s solution will be similar in most respects, with possible variations in apps, software titles, and professional development offerings. Apple reserves the right to alter pricing if there are any material changes to the solution.</p> <p>To qualify for this pricing, a complete grade of students and teachers in a building must participate. Also required is that a school needs to “opt-in” by the same deadline the DOE will establish for the middle schools. The cost per seat located in the proposal is based on a fixed student to teacher ratio and will fluctuate if the opt-in schools ratio differs.</p> <p>Should schools wish to utilize the solution proposed in this response after the opt-in period, we will work with these schools to customize a solution that continues to include as many of the proposed services herein and provide pricing.</p> <p>Schools must purchase Apple’s device solution to be eligible to purchase the proposed wireless network solution. See Cost Proposal Form, Table 3 – School Wireless Network Costs for pricing and specific eligibility requirements.</p>



RFP Requirement	Apple Response
<p>schools serving grades K-6. For example, the solution may leverage the same device but with a different collection of software tools; the solution may leverage a completely different device and therefore different tools; or the solution may be identical in all aspects. Bidders should consider whether multiple variations are necessary to best serve the developmental needs of students ranging from kindergarten to grade 6. Bidders must also list and acknowledge which aspects of their bid proposal would be identical for the K-6 solution as compared to its proposed 7-12 solution.</p>	
<p><b>6.8.2. Maine Pre-service Teachers and Higher Education</b></p> <p>The majority of Maine’s teachers graduate from Maine public and private higher education institutions. In order to help prepare these teachers to teach in a MLTI school, the Department believes that these pre-service teachers should have access to and should learn to leverage the MLTI solution. Integration of the MLTI solution and the changes in classroom practices empowered by the solution into the higher education curricula is critical to the development of new teachers as well as the innovation of classroom practices. Additionally, in-service teachers continue to complete courses at Maine higher education institutions to maintain their teacher certifications, and the Department believes that a deeper integration of the MLTI solution into these institutions will better serve in-service teachers as well. The Department recognizes that there are significant differences in how higher education</p>	<p>Apple understands that great teachers are the foundation of a successful education system. Our goal is to help colleges of education create the next generation of teachers through empowering them with reliable and cutting-edge technology in a content and creativity rich environment that fosters their ability to individualize instruction.</p> <p>While most higher education institutions are now technology rich environments, there is often a gap between the existence of the technology and its implementation in improving instructions for the next generation of educators. In the case of Maine, we believe that the key answer to closing this gap may be to focus on a cooperative effort between Apple professional development, Apple MLTI project staff, the Maine Department of Education and professors in colleges of education to help drive new content and methodology opportunities and approaches to the instruction of new teachers.</p> <p>Apple proposes to engage in a collaborative discussion to develop an approach that builds capacity within all colleges that seek to develop an instructional capacity that more</p>



RFP Requirement	Apple Response
<p>institutions provide infrastructure and support, and how higher education students typically procure personal computing devices. Bidders must describe its plan to allow higher education institution teacher preparation programs in Maine to participate in the MLTI and provide devices and necessary services to the institution and pre-service teachers. Bidders must identify which aspects, if any, of its solution would not be available to Maine higher education institutions and pre-service teacher candidates. In addition, Bidders must propose how it intends to structure any financial arrangements including potential leases, invoicing, etc.</p>	<p>closely aligns to all of Maine’s middle schools and most high schools.</p> <p>In terms of availability of pricing, if a college of education should choose to participate fully (all College of Education students and professors) in the MLTI under the same structure offered to the Maine Department of Education, Apple will provide a largely similar purchasing opportunity available to that college of education. While we recognize that each college presents individual complexities, the most seamless model would be for the colleges of education to drive their purchases through the Maine Department using the same "opt-in" deadlines established by the Maine DOE.</p> <p>For students in colleges that do not seek to participate in the MLTI, Apple education pricing is a great way for college students, parents buying for a college student, faculty, homeschool teachers and staff at all grade levels to purchase Macs, iOS devices and Apple software, and select accessories at special prices. Students who have been accepted to college are also eligible.</p> <p><a href="http://store.apple.com/us-hed">http://store.apple.com/us-hed</a></p> <p>Apple has developed and maintains an online store specifically for the parents of Maine public and home school students. The parents of those students enrolling in schools of education are encouraged to examine this site for pricing options.</p> <p><a href="http://www.apple.com/education/maine/parent.html">www.apple.com/education/maine/parent.html</a></p> <p>Regardless of whether a college participates directly in the MLTI, Apple seeks to partner with the Maine Department of Education to best address strategies to add value to Maine’s incoming talent pipeline for our next generation of teachers.</p>



## 7. Network Connectivity and Infrastructure

RFP Requirement	Apple Response
<p>The wireless network infrastructure shall connect from the portable computing devices at one end to the school's Internet gateway at the other end. Between the two ends, the Provider's solution must include switches and/or controllers as needed, the placement of wireless access points, server capacity for applications/files (as appropriate), and any other components necessary to complete the solution. In order to minimize the necessity to perform local electrical upgrades, Power-over-Ethernet is preferred. A Provider will be responsible for the design, installation, configuration, and on-going maintenance and support of the wireless network infrastructure for the term of the Agreement. Bidders must complete the <b>Wireless Local Area Network (WLAN) Specifications Summary</b> included in <b>Appendix G – Additional Forms</b>.</p>	<p>Apple has reviewed these requirements and confirms its understanding thereof. Apple's completed Wireless Local Area Network (WLAN) Specifications Summary is attached.</p>

### 7.1. Building Readiness

RFP Requirement	Apple Response
<p>Each local school unit that opts to participate in this program shall be responsible to ensure minimum building readiness for the installation of the bid solution. The local school unit shall address structural issues, construction/renovation, abatement, and electrical wiring needs, based on specifications supplied by the Provider. The bid solution should be designed to minimize necessary costs of building preparation.</p>	<p>Apple will work with the Department of Education to provide guidelines to schools for the minimum building readiness specifications. As with the previous MLTI installations, schools will be asked to provide building data. Apple will then work with the schools to facilitate installations that minimize financial and operational impact. Priority on network installations will be given to those schools that complete the readiness certification quickly and do not have abatement issues or other health hazards.</p>
<p><b>7.1.1. Maine — Existing MLTI Wireless Networks</b> Existing MLTI network devices (wireless access points, switches,</p>	<p>Apple will support and warranty the schools' existing MLTI wireless infrastructure, provided the school opts into this new program during the opt-in period.</p>



RFP Requirement	Apple Response
<p>controllers), and infrastructure (cabling, patch panels) may be utilized by the Provider's solution at the Provider's choice. If a Provider's solution includes existing MLTI network devices or infrastructure, the Provider must agree to provide full warranty/performance coverage as it would with newly installed devices or infrastructure. The in-school infrastructure shall be accessible wirelessly and remotely. For more information about the existing MLTI wireless infrastructure, please see <b>Appendix E, State Profiles – Maine.</b></p>	<p>During the period of time between the opt-in and the new network's installation being complete, Apple will be supporting the existing wireless network infrastructure.</p> <p>Once the new network is installed, Apple will support and warranty any of the existing wireless infrastructure (cabling, patch panels, for example) that may have been reused during the installation of the new network, for the duration of the contract.</p>
<p><b>7.1.2. Hawaii — Existing Wireless Networks</b></p> <p>Hawaii has a separate plan for wireless networks and does not anticipate requiring any services for this. Deployment of devices will be decided based on the readiness level of the wireless infrastructure inside of schools. Please see <b>Appendix E, State Profiles — Hawaii</b> for more details on Hawaii's infrastructure readiness.</p>	<p>Apple has reviewed this information and confirms its understanding thereof.</p>

## 7.2. Local Network Access

RFP Requirement	Apple Response
<p>These network access services will include as a minimum:</p>	<p>See below.</p>
<p><b>7.2.1. Wireless Coverage</b></p> <p>The coverage must ensure that all necessary instructional and administrative areas can function wirelessly. Students and teachers will remain connected to the school's wireless LAN as they move around within the various rooms and areas. The Provider will ensure access to the</p>	<p>For each school eligible for Apple's solution, a site survey may be performed if deemed necessary by the Apple project team. This will assist in designing coverage for all instructional areas as well as core administrative areas including academic classrooms for all content areas, frequently used study areas, media centers, assembly spaces, library, performance theater, and administrative offices.</p>



RFP Requirement	Apple Response
<p>school's wireless network from all instructional areas as well as core administrative areas including academic classrooms for all content areas, frequently used study areas, media centers, assembly spaces, library, performance theater, and administrative offices. To the extent necessary, a site survey should be performed to optimize each school's coverage area. A school may expand the coverage area at its own expense using the Provider's optional equipment offering or another available vendor.</p>	<p>The wireless solution will function as a single wireless network, enabling devices to roam from one access point to the next as students and teachers move around within the building.</p> <p>Support of expanded wireless networks by Apple will be limited to the networks that Apple installed as part of this program.</p>
<p><b>7.2.2. Wireless Access</b></p> <p>Each participating school will be provided with a wireless connection. The Provider will be responsible for deploying switches and/or controllers, sized for the school's needs, that connects the buildings router and wireless access points. The portable computing devices will access the wireless LAN including network, switch, servers, access points, and associated hardware to provide a robust network environment for the student and teacher devices. This includes access from the school environment via the wireless network and any provided servers and the services it provides, including access to shared applications and files. Any proposed servers the Bidder may propose should include a description of where the servers will be located.</p> <p>The Provider is responsible for all associated costs and services necessary to incorporate any proposed servers into the Provider's solution. Additional access points, wiring, electrical and equipment (if</p>	<p>The proposed solution using Cisco products delivers industry-leading performance for secure and reliable wireless connections. Enterprise-class silicon and optimized radios deliver a robust mobility experience which includes: ClientLink beamforming, CleanAir spectrum intelligence and Radio Resource Management.</p> <p><b>Access Points</b></p> <p>Our flexible solution provides support of IEEE standards 802.11 a/b/g/n using both the 2.4 GHz and 5 GHz bands at data rates of up to 450 Mbps. 802.11n support stands out with 3 x 4 multiple-input multiple-output (MIMO) technology with three spatial streams, sustaining 450 Mbps rates over a greater range for more capacity and reliability. Additional details on the access point are available here: <a href="http://www.cisco.com/en/US/prod/collateral/wireless/ps5678/ps12534/data_sheet_c78-709514.pdf">www.cisco.com/en/US/prod/collateral/wireless/ps5678/ps12534/data_sheet_c78-709514.pdf</a></p> <p>Cisco's access point design incorporates a technology called "CleanAir," which allows the controller and associated Access Points to discover interference from external sources (e.g. microwaves) in the wireless environment. The controller and associated APs will then alter their configuration and channels on the fly to maintain a clear and available wireless</p>



RFP Requirement	Apple Response
<p>necessary) will also be provided as a local school option. Each Bidder must describe its solution’s capabilities as well as its limitations (e.g., interference susceptibility, distance, spatial streams and object penetration), including what wireless industry standards (e.g., 802.11g, 802.11n, 802.11ac, etc.) are employed in the solution.</p>	<p>network. Additional details on CleanAir are available here: <a href="http://www.cisco.com/en/US/solutions/collateral/ns340/ns394/ns348/ns1070/aag_c22-594304.pdf">www.cisco.com/en/US/solutions/collateral/ns340/ns394/ns348/ns1070/aag_c22-594304.pdf</a></p> <p>The proposed Cisco access points include ClientLink 2.0. While mixed-client networks do optimize legacy client lifecycle utilization, it comes at the expense of older 802.11a/g clients delaying communications for the faster 802.11n clients. This reduces the overall system performance capability. Cisco ClientLink 2.0 overcomes this challenge by optimizing the overall system performance of mixed-client wireless networks. Many 802.11n solutions offer improvements only in the uplink communication from client to access point. Cisco ClientLink technology is unique: It offers uplink communication improvements as well as offering efficient downlink communication from access point to client. Enhanced downlink throughput offers better performance in daily traffic usage such as web browsing, email, and file downloads. This improvement in downlink throughput for slower, legacy 802.11a/g clients not only improves the experience for 802.11a/g clients, but also for the balance of other clients on the network as well. The result is a more reliable mobile experience with increased network capacity. Additional details on ClientLink are available here: <a href="http://www.cisco.com/en/US/prod/collateral/wireless/ps5678/ps11983/at_a_glance_c45-691984.pdf">www.cisco.com/en/US/prod/collateral/wireless/ps5678/ps11983/at_a_glance_c45-691984.pdf</a></p> <p>All access points in the proposed solution participate in Radio Resource Management (RRM). Radio Resource Management operates by automatically creating an RF Group. Members of an RF group elect an RF domain leader to maintain a “master” power and channel scheme for the RF group. The RF group leader analyzes real-time radio data collected by the system and calculate a master power and channel plan.</p>



RFP Requirement	Apple Response
	<p>The RRM algorithms:</p> <ul style="list-style-type: none"><li>• Try to achieve a uniform (optimal) signal strength of - 70 dBm across all APs</li><li>• Minimize 802.11 co-channel interference and contention</li><li>• Minimize the effects of non-802.11 interference.</li></ul> <p>The RRM algorithms employ dampening calculations to minimize system-wide dynamic changes. The end result is dynamically calculated, near-optimal power and channel planning that is responsive to an ever changing RF environment. The RRM system also supports customization to further tailor the assignments and planning to match the needs of the prospective deployment. The five major functions of RRM are Dynamic Channel Assignment, Interference Detection and Avoidance, Dynamic Transmit Power Control, Coverage Hole Detection and Migration, Client and Network Load Balancing.</p> <p><b>Switches</b></p> <p>We have included gigabit speed connectivity between components comprising the wireless network, centralized back to a data center where it will be uplinked into the school's existing network. Common configurations will be maintained throughout each district to provide a seamless connection no matter where an individual is connecting and in what building. Each wireless network will be remotely managed.</p> <p>Power over Ethernet (POE) switches are provided to meet the number of determined APs at the school and allow for additional and future growth if required.</p> <p>Additional details on the switches are available here:</p> <p><a href="http://www.cisco.com/en/US/prod/collateral/switches/ps5718/ps5023/product_data_sheet0900aecd80371991.pdf">www.cisco.com/en/US/prod/collateral/switches/ps5718/ps5023/product_data_sheet0900aecd80371991.pdf</a></p>



RFP Requirement	Apple Response
	<p><a href="http://www.cisco.com/en/US/prod/collateral/switches/ps5718/ps5528/product_data_sheet09186a00801f3d7d.pdf">www.cisco.com/en/US/prod/collateral/switches/ps5718/ps5528/product_data_sheet09186a00801f3d7d.pdf</a></p> <p><a href="http://www.cisco.com/en/US/prod/collateral/switches/ps5718/ps6406/product_data_sheet0900aecd80322c0c.pdf">www.cisco.com/en/US/prod/collateral/switches/ps5718/ps6406/product_data_sheet0900aecd80322c0c.pdf</a></p> <p><b>Controllers</b></p> <p>Each school will have its own controller. The controller will manage all of the access points provided as part of the project for the school. These controllers will allow each site to be setup and maintained individually based off of a school's needs (i.e. individual SSIDs and PSKs), while providing the power and flexibility to be remotely managed. As standard configurations are deployed throughout the engagement, users will be able to roam not only between APs inside of their building, but also from building to building within the district.</p> <p>The solution provides Dynamic Channel Selection. Two 802.11 APs on the same channel (in the same vicinity) get approximately half the capacity of two APs on different channels because of the shared wireless channel. This is caused by the 802.11 MAC sensing that the channel is busy, and deferring sending frames until the channel has become free. If the 802.11 MAC defers traffic that is not part of its own AP cell, this is considered interference. Interference from another AP on the same channel is commonly called co-channel interference, and is to be expected in most 2.4 GHz 802.11 deployments because there are an insufficient number of non-overlapping channels to prevent some channel overlap from occurring. One of the goals of design, planning, and dynamic radio management is to minimize the amount of co-channel overlap, which minimizes co-channel interference and therefore maximizes AP traffic capacity. The Cisco Unified Wireless Network addresses this problem and other co-channel</p>



RFP Requirement	Apple Response
	<p>interference issues by dynamically allocating AP channel assignments to avoid conflict. Because the Wireless LAN Controller (WLC), or a designated WLC (RF Group Leader), has system-wide visibility, it can control how channels are “reused” to minimize co-channel interference.</p> <p>The WLC examines a variety of real-time RF characteristics to efficiently handle channel assignments, including the following:</p> <p><b>Noise:</b> This limits signal quality at the client and AP, and can vary in strength and periodicity. There are numerous potential types and effects of interference. An increase in noise reduces the effective cell size. The WLC, at regular intervals, reassesses the RF environment of an AP, and optimizes channel selection to avoid noise sources while still maintaining overall system capacity. Channels that become unusable because of excessive noise can be avoided. If other wireless networks are present, the WLC shifts its channel usage to complement the other networks. For example, if one network is on Channel 6, the adjacent WLAN is assigned Channel 1 or 11. This increases the capacity of the network by limiting the sharing of frequencies. If a channel is used so much that no capacity is available, the WLC might choose to avoid this channel.</p> <p><b>Client load:</b> Client load is taken into account when changing the channel structure to minimize the impact on the clients currently on the WLAN system. The WLC periodically monitors the channel assignment in search of the best assignments. Change occurs only if it significantly improves the performance of the network or corrects the holistic performance of a poorly performing AP.</p> <p>The WLC combines the RF characteristic information to make system-wide decisions.</p>



RFP Requirement	Apple Response
	<p>The end result is an optimal channel configuration in a three-dimensional space, where APs on the floor above and below factor into an overall WLAN configuration.</p> <p>Interference (as it pertains to a Cisco Unified Wireless deployment) is defined as any 2.4 GHz or 5 GHz radio noise, or 802.11 traffic that is not part of the Cisco WLAN system. APs are constantly scanning all channels looking for major sources of interference.</p> <p>If the amount of 802.11 interference hits a predefined threshold, the WLC attempts to rearrange channel assignments to optimize system performance in the presence of the interference. This might result in adjacent APs being on the same channel, but logically this represents a better scenario than staying on a channel that is otherwise totally unusable because of an interfering AP. For example, the WLC can respond to a rogue AP on channel 11 by shifting nearby APs to channel 1 or channel 6.</p> <p>The controller also helps with devices roaming. The IEEE 802.11 standard does not define the process or reasons for client roaming, and therefore it cannot be easily predicted what clients will do in any given situation. For example, all users in a classroom can associate with a single AP because of its close proximity, ignoring other APs that are farther away but with greater free capacity.</p> <p>The WLC has a centralized view of client distribution across all APs. This can be used to influence where new clients attach to the network if there are multiple “good” APs available. If configured, the WLC can proactively use AP association responses to guide clients to the most appropriate APs to improve WLAN performance. This results in a smooth distribution of capacity across an entire wireless network.</p>



RFP Requirement	Apple Response
	<p>Finally, the controller provides support for Bonjour service discovery. This enables clients to find other services such as Apple TVs and AirPrint enabled printers from other VLANs/Layer 3 networks. Additional details on this feature are available here:</p> <p><a href="http://blogs.cisco.com/getyourbuildon/network-wide-bonjour-how-would-you-support-bonjour-across-multiple-vlans/">http://blogs.cisco.com/getyourbuildon/network-wide-bonjour-how-would-you-support-bonjour-across-multiple-vlans/</a></p> <p>Additional details on the controllers are available here:</p> <p><a href="http://www.cisco.com/en/US/prod/collateral/wireless/ps6302/ps8322/ps11630/data_sheet_c78-645111.pdf">www.cisco.com/en/US/prod/collateral/wireless/ps6302/ps8322/ps11630/data_sheet_c78-645111.pdf</a></p> <p><a href="http://www.cisco.com/en/US/prod/collateral/wireless/ps6302/ps8322/ps10315/data_sheet_c78-521631.pdf">www.cisco.com/en/US/prod/collateral/wireless/ps6302/ps8322/ps10315/data_sheet_c78-521631.pdf</a></p> <p><b>Server</b></p> <p>The solution includes one server (Mac mini) per 1,000 students in a school. The server should be installed in the same data center as the network equipment. It acts as a local content cache to reduce external bandwidth requirements for the cloud based management and software installation services.</p>
<p><b>7.2.3. Wireless Bandwidth</b></p> <p>For the wireless solution to be effective, sufficient and necessary bandwidth must be included. The solution must not only include sufficient aggregate bandwidth but must also be capable of being customized for varying needs within a school. Bidders must describe its strategy for providing sufficient bandwidth in a school environment, including how it intends to support the densities represented by classrooms of students, and the</p>	<p>Apple's proposed solution integrates Layer 2 and Layer 3 mobility as well as Quality of Service (QoS) to help throttle and prioritize segments of the network, and applications such as video and voice.</p> <p>The solution supports the latest IEEE standards (802.11 a/b/g/n) using both the 2.4 GHz and 5 GHz bands. This will provide more than adequate throughput with support for 802.11n at speeds of up to 450 Mbps. The included access points provide 3 x 4 MIMO with three spatial streams to help accommodate the density and throughput needs of devices in a</p>



RFP Requirement	Apple Response
<p>roaming nature of students (i.e. students change locations throughout the day). Each Bidder must specify and describe the capability and flexibility of its solution. The Bidder's solution should recognize that devices in addition to those provided through the Bidder's solution (e.g. smart phones, wireless printers, other computing devices) will also connect to the wireless network. Bidders will address how its solution provides adequate throughput (i.e. MIMO, dynamic frequency selection (DFS), dynamic channel allocation (DCA), spatial streams, etc.) to the solution in a mixed (i.e. 802.11b, 802.11g, 802.11n, 802.11a, 802.11ac, etc.) environment. It is expected that the Bidder's solution will represent the majority of wireless clients, but not the only clients.</p>	<p>school. ClientLink 2.0 provides for better downlink performance and range for all mobile devices and better battery life on mobile devices such as smartphones and tablets. This is achieved by adjusting the access point's radio phase for optimized transmission to the client device.</p> <p>The solution leverages the capabilities of the Wireless LAN Controller (WLC) to determine channel selection, RF power output, maximizing client connectivity and number of clients supported. The WLC will determine what channel an Access Point will operate on in both the 2.4 and 5 GHz range. The controller will reduce or expand RF cell size to accommodate co-existence with neighboring APs (also controlled by the WLC.) With Cisco Band Select, the controller will react to clients in a manner that encourages connectivity with the 5 GHz band, usually a cleaner RF environment. The 5 GHz range will also allow faster data rates.</p> <p>The wireless solution will function as a single wireless network, enabling devices to roam from one access point to the next as students and teachers move around within the building.</p> <p>Also taken into account is the switching environment and interconnectivity back to the data center all being gigabit speeds.</p> <p>Finally, the proposal has been designed for density of devices instead of basic coverage. The design of the wireless network has carefully taken into account the characteristics of the devices provided by Apple, as well as anticipated the increase of additional devices that individuals might bring with them.</p> <p>Additional access point specifications for the Cisco Aironet 2600:</p> <ul style="list-style-type: none"><li>• Support for IEEE 802.11 a/b/g/n at 2.4 and 5 GHz</li></ul>



RFP Requirement	Apple Response
	<ul style="list-style-type: none"><li>• 3 x 4 multiple-input multiple-output (MIMO) with three spatial streams</li><li>• Maximal ratio combining (MRC)</li><li>• 802.11n and 802.11a/g beamforming</li><li>• 20- and 40-MHz channels</li><li>• PHY data rates up to 450 Mbps (40-MHz with 5 GHz)</li><li>• Packet aggregation: A-MPDU (Tx/Rx), A-MSDU (Tx/Rx)</li><li>• 802.11 dynamic frequency selection (DFS)</li><li>• Cyclic shift diversity (CSD) support</li></ul> <p>Please refer to Apple’s response to Section 7.2.2 for information regarding how this solution provides adequate throughput (i.e. MIMO, dynamic channel allocation (DCA), spatial streams, etc.) to the solution in a mixed (i.e. 802.11b, 802.11g, 802.11n, 802.11a, etc.) environment.</p> <p>Additional details on the access point are available here: <a href="http://www.cisco.com/en/US/prod/collateral/wireless/ps5678/ps12534/data_sheet_c78-709514.pdf">www.cisco.com/en/US/prod/collateral/wireless/ps5678/ps12534/data_sheet_c78-709514.pdf</a></p>
<p><u>7.2.3.1. Wireless Usage</u></p> <p>The Department anticipates that usage of the network will increase throughout the course of the Agreement as teachers and students integrate the solution into daily curricula and tasks. In addition, the nature of the usage may change over time as Internet technologies evolve and/or usage patterns change. While the Department cannot predict those changes, Bidders must describe how its solution will accommodate known network usage patterns including cloud-based services, video streaming including multi-cast sessions, and other bandwidth</p>	<p>The ability to handle changing usage patterns is best handled at the network level with Quality of Service (QoS) to prioritize necessary applications such as video and voice. The solution has taken this into account by providing the latest networking technology from Cisco that allows for dynamic adjustments to maximize performance.</p> <p>Cisco VideoStream provides the features needed to support the rich-media requirements of a school network, an end-to-end network optimized for a rich media and video. VideoStream removes the challenges associated with streaming video over the wireless network by enforcing video priority levels, controlling resource reservation, and delivering reliable multicast.</p>



RFP Requirement	Apple Response
<p>intensive tasks. If the Bidder's solution requires Bluetooth connectivity (e.g. keyboard connectivity to a tablet-style device), the Bidder must describe what, if any, impact on the wireless network this would have.</p>	<p>Additional details on Cisco's Wireless VideoStream technology are available here: <a href="http://www.cisco.com/en/US/solutions/collateral/ns340/ns394/ns348/ns1070/at_a_glance_c45-688062.pdf">www.cisco.com/en/US/solutions/collateral/ns340/ns394/ns348/ns1070/at_a_glance_c45-688062.pdf</a></p> <p>Interference with Bluetooth devices should be minimal. The two key reasons are: the device and the controller. The provided devices favor communication over the 5GHz network, leaving the 2.4GHz spectrum unused. Cisco's access point design incorporates a technology called "CleanAir," which allows the controller and associated Access Points to discover interference from external sources (e.g. microwaves) in the wireless environment. The controller and associated APs will then alter its configuration and channels on the fly to maintain a clear and available wireless network. The solution has been designed for performance, even in a classroom full of Bluetooth devices.</p>
<p><b>7.2.4. Internet Access</b></p> <p>Access to the Internet for schools is to be provided via each school's connection to its ISP. The Provider will ensure its solution works with the school's connection, and the Provider will work with each school's ISP to identify appropriate bandwidth and network infrastructure as needed. Internet content filtering, such as required by C.I.P.A. federal law, will be the ISP's and the local school's responsibility, not the Provider's. The Provider shall, to the extent feasible, consult and advise on the availability of cost effective measures for Internet content filtering.</p>	<p>Apple complies with this requirement and will continue to support the open standards of the Internet, as well as continuing to work with schools to identify networking issues such as bandwidth availability, bottlenecks, and IP address allocation. Apple has a close working relationship with MSLN and several of the State's ISP's. Apple will consult with the Department of Education and schools on cost effective content filtering solutions available for OS X.</p>
<p><b>7.2.4.1. <u>Maine Internet Access</u></b></p> <p>Most Maine schools are connected to the Internet through the Maine</p>	<p>In accordance with the bandwidth recommendations in Section 6.6.8, Apple will work with the state to identify increased</p>



RFP Requirement	Apple Response
<p>School and Library Network operated by Networkmaine. At the minimum, MSLN provides a 10Mbps connection to the MSLN with maximum connections of 1Gbps in some locations. Bidders must identify Maine school locations it believes will require an increase in available bandwidth and how much of an increase in order to successfully leverage the proposed solution. For more information about the MSLN, please see <b>Appendix E, State Profiles — Maine.</b></p>	<p>bandwidth needs based on anticipated 2013-2014 enrollments.</p>
<p><u>7.2.4.2. Hawaii Internet Access</u> Most Hawaii schools are connected to the Internet through the Hawaii Department of Education’s primary Internet Service gateway at its main administration building in downtown Honolulu. The Hawaii Department of Education provides a 2 gigabit connection to the Internet, which is distributed to schools via a fiber network throughout the state. Parts of this network are under construction and some schools will be using cable modems to access our internal network until construction is complete. Bidders must identify Hawaii school locations it believes will require an increase in available bandwidth and how much of an increase in order to successfully leverage the proposed solution. For more information about the Hawaii Network, please see <b>Appendix E, State Profiles — Hawaii.</b></p>	<p>We understand the Hawaii DOE is upgrading the WAN connection at each school as part of the BTOP statewide initiative. More information for each school/location about existing network devices and anticipated devices is needed to assess and determine capacity requirements in support of a 1:1. School based information regarding bandwidth capacity, wireless density and quantity of in-use wireless devices that will co-exist with the devices introduced as part of the 1:1 initiative is needed in order to identify locations that will require an increase in bandwidth and density. Usually, this requires a site-based survey. If the Hawaii DOE is unable to provide this, we have worked with the State of Maine and other school districts to provide this service as part of the overall solution.</p>
<p><u>7.2.4.3. Vermont Internet Access</u> Most Vermont schools are</p>	<p>Please refer to Apple’s response to RFP Section 5.1.3., titled “Additional Participating States.”</p>



RFP Requirement	Apple Response
<p>connected to “high speed” broadband access as defined by their providers. This means the access levels can vary greatly in different portions of the state. Included in <b>Appendix E, State Profiles — Vermont</b>, is a summary table of connectivity levels across the state.</p>	
<p><b>7.2.5. Existing School Networks</b></p> <p>The solution will provide wireless access for the computing devices to the school’s existing network. While school internal networks vary, the network operating systems tend to cluster into Novell, Windows, Macintosh OS X, Unix and Linux. All schools have Ethernet capability.</p>	<p>Apple’s proposed solution complies with this requirement.</p>
<p><b>7.2.6. Server Functional Partitioning</b></p> <p>If servers are provided as part of the solution, these servers should allow accommodation for effective and flexible use in school settings. For example, this could include the provision to logically subdivide the server functions so that a server may be used for working with a single student, groups of students within a classroom, a single classroom, groups of classrooms, a single school, groups of schools, to the entire state. In general, server functions should be able to be isolated to individual or any group of users including across classes of users (e.g. students or teachers, 7th graders or 8th graders, etc.) as well as to be able to be used collaboratively across classrooms, schools, and potentially in a statewide fashion. For more information about the existing MLTI network, please see <b>Appendix E, State Profiles — Maine</b></p>	<p>Apple's proposed solution provides the flexibility and effectiveness required by an educational setting. The solution includes the ability to organize students and other users into logical groups, and can provide differentiated access to the included services based on individual or group identities.</p>



RFP Requirement	Apple Response
<p><b>7.2.7. Growth</b></p> <p>Suitable architecture must be provided to allow for growth in the wireless network infrastructure if there is growth due to additional grades in the school utilizing the infrastructure or growth in the population of the school utilizing the infrastructure.</p>	<p>Apple’s solution includes a complete standards-based wireless network capable of meeting the needs of all devices proposed. Additionally, our solution provides the flexibility to accommodate future growth. On average across the installed schools the solution provides twenty percent excess port capacity, allowing ample space to expand the wireless infrastructure within a school. Controllers are flexible, so if a school were to grow beyond the capacity of their currently supported wireless access points and controllers (if necessary), then additional access points can be purchased and installed. Such additions or replacements can be purchased and installed without disrupting the overall architecture of the infrastructure.</p>
<p><b>7.2.8. Print Services</b></p> <p>The portable computing devices will be able to utilize a school’s existing networked printers. The Bidder must list supported printing protocols as well as list common unsupported printing protocols, recognizing that schools tend to leverage technologies for longer timeframes than is commonly found in many other industries.</p>	<p>MacBook Air is capable of printing network printing via AirPrint, Bonjour, Internet Printing Protocol (IPP), Line Printer Daemon (LPD), and HP Jetdirect (Socket), Windows printer sharing protocol (CIFS) is supported. Printing via USB, Bluetooth, and FireWire is also supported.</p>

### 7.3. Remote Network Access

RFP Requirement	Apple Response
<p><b>7.3.1. Portability</b></p> <p>The Provider’s portable computing device must enable students and teachers to access the Internet from their homes or other locations. The Provider’s solution must also be accessible from remote locations, using the personal computing device, via other ISPs — for example, for a student to access the Provider’s</p>	<p>MacBook Air will allow students and teachers to access the Internet via built-in Wi-Fi. MacBook Air’s Wi-Fi chipset enables the device to access all current standards of Wi-Fi: 802.11n (both 2.4 GHz and 5 GHz), 802.11g, 802.11a, and 802.11b.</p> <p>Optional accessories (not included in proposal pricing) can provide access to the Internet via Ethernet, cellular mobile hotspots, USB cellular modems, and Bluetooth.</p>



RFP Requirement	Apple Response
<p>solution through the family's ISP account. Bidders must describe what methods are supported by the solution.</p>	
<p><b>7.3.2. Other Devices</b></p> <p>It is desirable that the Provider's solution, if applicable, also be accessible from remote locations using another computer – for example, for a student to access the servers associated to the Provider's solution through the family's home computer. Bidders must document which aspects of its solution will be available to students and teachers from a device other than the Provider's portable computing device and what, if any, special software is necessary.</p>	<p>From the provided solutions and included software the following are available via a web browser to both students and teachers:</p> <p><b>CrashPlan PROe Backups</b></p> <p>An individual can access and download backed up files of up to 200MB. An individual file larger than 200MB would require installing the CrashPlan PROe client available for OS X , iOS, Windows, Android and Linux.</p> <p>Additional services are accessible with software for both students and teachers. The required software is in parentheses:</p> <ul style="list-style-type: none"><li>• iTunes U (iTunes for Mac or Windows).</li></ul>



## 8. Performance and Quality

### 8.1. Uptime

RFP Requirement		Apple Response
<p>The Provider will ensure, at a minimum, that all functions of its classroom solution are reliable and available to the schools during the Period of Prime Usage. This period is 6:00 AM to 10:00 PM, local time (i.e. Maine local time for Maine or Hawaii local time for Hawaii), Monday-Friday, excluding holidays. During this period, the required uptime is as follows:</p>		<p>Apple’s proposed solution complies with this requirement.</p>
		<p><b>Spares Inventory</b> Apple will furnish schools with spare portable computing devices, hereafter referred to as the Spares Inventory, as well as a support plan for school or district staff to manage the Spares Inventory. The spares will be available to meet the uptime goals and also to conform to the other requirements of the RFP. We will provide a spares inventory equal to 2% of the total in-use devices, or at least 1 per building. Upon award, Apple will work with the State of Maine to refine a plan for managing the Spares Inventory. This plan will be based on our experience from the last ten years. It will include coordination with local schools to maintain an adequate inventory of spares for the specific purpose of achieving the next day return-to-service requirement of this response. It is this Spares Inventory that will provide support to the assurance that no student is without a system for more than a school day. Management and auditing of this process by the local schools is critical to achieving the bid requirements.</p>
<b>Period of Prime Usage</b>	<b>Uptime Percentage</b>	
7:00 AM to 3:00 PM, local time, Monday-Friday, excluding state holidays	99%	
6:00 AM to 7:00 AM and 3:00 PM to 10:00 PM Monday-Friday, excluding state holidays	95%	
<p>No scheduled downtime will be allowed for the instructional technology infrastructure except (1) for scheduled preventative maintenance, or (2) with the approval of the local school coordinator for issues affecting only the local school, or (3) with the approval of the Department Agreement Administrator for system-wide outages. This infrastructure includes the wireless LAN, servers, remote access and any other vendor-installed equipment.</p>		

### 8.2. Device Reliability

RFP Requirement	Apple Response
<p>The solution will provide device reliability and a service level that ensures no student is without a functioning device for more than</p>	<p>The combination of Apple’s Warranty, the AppleCare Protection Plan, spares pool, buffer pool, and same-day repair dispatch has proved</p>



RFP Requirement	Apple Response
one (1) school day. This may mean that different support plans need to be in place for different schools.	to effectively address defective equipment, uptimes, and accidents experienced with the equipment, resulting in assuring no student is without a functioning device during the school day. For more details regarding spares pool, buffer pool, and repair dispatch, please see Apple's response to Section 9.5.2.

### 8.3. Response Time

RFP Requirement	Apple Response
The solution must provide services to all students and teachers concurrently on the wireless network with quality response time that does not hinder or impede effective instruction and learning in the classroom. This requirement includes the ability for students to browse the Internet, download files and use streaming or multi-cast video without unreasonable delay.	Apple's proposed solution complies with this requirement.

### 8.4. Business Continuity / Disaster Recovery

RFP Requirement	Apple Response
The Bidder will describe any program that they provide to cover replacement of the infrastructure in the event of theft or loss through a catastrophic event. A disaster recovery plan will be developed and implemented by the Provider to ensure that the school's infrastructure is restored by the start of next school day at 7 AM.	Upon award of the RFP, Apple will work in conjunction with the Maine Department of Education to develop a commercially reasonable plan to address this requirement.

### 8.5. Server Failure

RFP Requirement	Apple Response
If the solution includes servers, then the solution must provide server redundancy or	Apple's solution includes Mac mini servers installed in each participating school. These



RFP Requirement	Apple Response
another fallback strategy in the event of server failure. This will provide continued operation of the servers in the event of server hardware or software failure.	servers act as local content caches to reduce external bandwidth requirements for the cloud based management and software installation services. The Mac mini servers also act as content caches for Mac App Store content and software updates. These services fail back to their respective cloud service in the event of a local failure. Additionally, the day-to-day educational functionality of the devices in the Apple solution do not depend on access to these servers.

## 8.6. UPS

RFP Requirement	Apple Response
The Provider must include necessary Uninterruptible Power Supply (UPS) capacity to those parts of the solution where a power loss could cause data loss or corruption, instability or other long-term negative effects on the solution. The solution should be able to be fully-enabled upon restoration of power without reconfiguration or significant intervention. Therefore necessary included servers and key infrastructure devices such as switches and wireless access points shall have a UPS with capacity to allow for those devices to remain operative in the case of a power outage as necessary. This UPS should allow personnel or automated systems enough time to adequately shut down the server(s) or the infrastructure devices to avoid data loss or corruption.	Apple's solution includes uninterruptible power supply capacity and surge protection for the wireless networking equipment and on-site server in each school. The solution has been designed to provide continuous operation with an ample amount of battery backup. We will work with the state to determine an agreed upon run time on UPS supplied power. This will be installed as part of the wireless networking equipment installation. Our solution will be able to resume normal functions upon restoration of power without reconfiguration or significant intervention.

## 8.7. Performance Metrics and Reporting

RFP Requirement	Apple Response
The Provider must track and record operational Performance and Quality metrics necessary to ensure the successful management of the project. Such performance	Upon award of the RFP, Apple will work with the MLTI Leadership to define adequate and timely performance metrics and the best way to report on those metrics. Apple is assigning a



RFP Requirement	Apple Response
<p>metrics will be reported monthly, by school as necessary, to the Department's Agreement Administrator. The reporting will include such items as incidents, device and system failure types, downtime, repair turnaround times, trends, remediation needed, unresolved issues, recommended improvements, other factors necessary to ensure a successful project. Bidders should recommend metrics for consideration by the Department.</p>	<p>project manager who will report information as required in this section.</p>



## 9. Functional and Asset Security

### 9.1. Wireless Security

RFP Requirement	Apple Response
<p>The solution must protect against eavesdropping and unauthorized access. The solution may include encryption or other techniques to provide this assurance which the local school may turn on or off as local policy indicates. The Bidder must describe how its proposed solution will provide such protections.</p>	<p>To satisfy this requirement, Apple is proposing the use of Wi-Fi Protected Access 2 (WPA2/PSK) Wi-Fi security. WPA2 is a Wi-Fi security standard that is defined by the IEEE in the 802.11i specification. This specification defines two areas of network security: authentication for obtaining access to the network and encryption of data itself as it passes from one Wi-Fi device to another. It implements the National Institute of Standards and Technology (NIST) recommended AES encryption algorithm using Counter Mode with Cipher Block Chaining Message Authentication Code Protocol (CCMP).</p> <p>The proposed Cisco wireless solution provides support for other standards that are available, but not configured with the solution, including:</p> <ul style="list-style-type: none"><li>• 802.1X with multiple Extensible Authentication Protocol (EAP) types, including Protected EAP (PEAP), EAP with Transport Layer Security (EAP-TLS), EAP with Tunneled TLS (EAP-TTLS), and Cisco LEAP.</li><li>• 802.11i Wi-Fi Protected Access (WPA/PSK)</li><li>• Wired Equivalent Privacy (WEP)</li></ul> <p>Access points serving clients also act as air monitors, communicating real-time information about the wireless domain to Cisco wireless LAN controllers (WIDS/WIPS). The wireless APs offer simultaneous wireless protection and wireless LAN service delivery. Cisco addresses wireless LAN security by offering multiple layers of protection including:</p> <ul style="list-style-type: none"><li>• RF security: Detect and avoid 802.11 interference and control unwanted RF propagation.</li></ul>



RFP Requirement	Apple Response
	<ul style="list-style-type: none"><li>• Wireless LAN intrusion protection and location: The solution not only detects rogue devices or potential wireless threats, but also locates these devices. This helps administrators to quickly assess the threat level and take immediate action to mitigate threats as required.</li><li>• Identity-based networking: Network managers must support many different user access rights, device formats, and application requirements when securing wireless LANs. The Cisco WLAN solution enables organizations to deliver individualized security policies to wireless users or groups of users. These include:<ul style="list-style-type: none"><li>○ Layer 2 security: 802.1X (PEAP, LEAP, EAP-TTLS), WPA, 802.11i (WPA2), and Layer 2 Tunneling Protocol (L2TP)</li><li>○ Layer 3 security (and above): IP Security (IPsec), Web authentication.</li><li>○ VLAN Assignments</li><li>○ Access Control Lists (ACLs): IP restrictions, protocol types, port, and differentiated services code point (DSCP) value.</li></ul></li><li>• QoS: Multiple service levels, bandwidth contracts, traffic shaping, and RF utilization.</li><li>• Authentication, Authorization, and Accounting (AAA)/RADIUS authentication: User session policies and rights management.</li><li>• Secure Mobility: Maintains the highest level of security in mobile environments with Cisco Proactive Key Caching (PKC), an extension to the 802.11i standard and precursor to the 802.11r standard that facilitates secure roaming with Advanced Encryption Standard (AES) encryption and RADIUS authentication.</li></ul>



RFP Requirement	Apple Response
	<ul style="list-style-type: none"><li>• Guest tunneling: Provides additional security for access to a school network by guest users. It helps ensure that guest users are able to access a school network only by passing through a school firewall.</li></ul> <p>Additionally, MacBook Air can securely communicate via SSL encryption if the applications and software support it. This is an additional layer of secure communication beyond the secure Wi-Fi network.</p>

## 9.2. Authorization Control

RFP Requirement	Apple Response
<p>Security must allow access to authorized users only – to only those resources, files, applications, and services that they are authorized to use. Security will be definable by an administrator both on an individual user basis and by class of user (teachers, students, parents, administrators, etc.). Identification of a user must be unique to each individual.</p> <p>Operating systems and the application software must have the ability to be restricted or locked down in an appropriate way that prevents inadvertent or deliberate changes in key settings and, thereby, reduces support requirements.</p>	<p>Apple’s proposed solution complies with this requirement.</p> <p>Through the User System Preference, access is controlled at the user level. When users log onto a MacBook Air in OS X, they are prompted for their user name and password.</p> <p>Additionally, our centralized services including CrashPlan PROe will require users to authenticate with a name and password to access their data and services through the network. As a further precaution, content backed up with CrashPlan PROe’s cloud is protected by 448-bit Blowfish encryption.</p> <p>Upon award, Apple will work with the State of Maine to review existing settings to confirm that they are continuing to meet the State’s needs.</p>



### 9.3. Anti-virus Protection

RFP Requirement	Apple Response
<p>The solution will include reasonable and sufficient anti-virus and malware protection in the device, in any servers and in any other necessary components. Such protection must include timely updates. The Provider will eradicate viruses or related infections that infiltrate the protections provided and will assist schools in returning the devices/system to its normal, stable state. Ideally, the anti-virus protection should not noticeably degrade overall portable computing device performance.</p>	<p><b>ClamXav</b> (<i>OS X only, not made by Apple</i>) ClamXav has the ability to detect both Windows and Mac threats. ClamXav can be setup up as passive or active: scan only the files you tell it to, or your entire hard drive, whichever you prefer. You can also choose to activate Sentry to monitor your hard drive and scan new files as they arrive.</p> <p><i>Please note: ClamXav is not an Apple-branded product; Apple does not control pricing, availability, or upgrades of this software.</i></p> <p><b>OS X</b> OS X is designed with powerful, advanced technologies that work together to constantly scrutinize, encrypt, update, and ultimately keep your Mac safer. The built-in Gatekeeper makes it safer to download apps by protecting you from inadvertently installing malicious software on your Mac. App Sandboxing in OS X helps ensure that apps do only what they're intended to do. App sandboxing isolates apps from the critical system components of your Mac, your data, and your other apps. Even if an app is compromised by malicious software, sandboxing automatically blocks it to keep your computer and your information safe. OS X also includes advanced runtime protection by leveraging the XD (execute disable) feature that's built right into the processor. This protects against malware that attempts to trick the Mac into treating data the same way it treats a program in order to compromise your system.</p> <p>Additionally, Address Space Layout Randomization (ASLR) changes the memory locations where different parts of an app are stored. This makes it difficult for an attacker to do harm by finding and reordering parts of an app to make it do something it wasn't intended to do.</p>



## 9.4. Backups

RFP Requirement	Apple Response
<p>In order to protect the solution from data loss or corruption, backup and recovery capabilities are required to permit regular, periodic backup of the storage device(s), logical drives, directories, administrative and configuration data, application software, and user files and to restore all of the above on demand. Backup protection should include any server-based parts of the solution necessary to restore the solution in the event of data loss or corruption. The ability to perform automatic scheduling of backup functions is desired. This should include automatic backup from the portable computing device to a server or some other facility on a daily basis to prevent data loss. The Bidder must describe the capacity and features of its backup solution, and which data would be recoverable by the user, by a school administrator, or by provider.</p>	<p>Apple will provide backup solutions for the operating system and required applications as well as user data.</p> <p>The operating system and base applications will be easily restorable through the built-in recovery partition. Users will be able to use the recovery partition and install additional applications via "Self Service" without administrative intervention.</p> <p>User data will be backed up through a third party cloud based backup service, CrashPlan PROe. Code 42's CrashPlan PROe is the industry leading backup product for a mobile world. The service will provide continuous automated backup. Impact on the network is greatly reduced by having data de-duplication and compression happen on the client before transmission. Each user will be provided 10GB of cloud storage. Users who need more than 10GB of storage will be able to use external media to backup all of their files with the same software. Recovery of cloud-based files can be performed by the user or via the provider. Recovery of local files can only be initiated by the user.</p>

## 9.5. Warranty, Insurance, Damage, and Theft

RFP Requirement	Apple Response
<p><b>9.5.1. Warranty</b> Portable computing devices and included attachments (power supply, carrying case, etc.) will need to be replaced occasionally for a variety of reasons that include defects, normal wear and tear, and accidents. Defective equipment will be replaced or repaired by the Provider at no cost. Consistent with the requirements of</p>	<p>Apple will provide a solution consisting of three components to address this requirement:</p> <ol style="list-style-type: none"><li>1. Spares equivalent to 2% of the overall deployment will be deployed on-site at each school. These spares are to be used when a student or staff device must be sent out for repair. The student or staff member will be issued a spare by the local school representative that they can use</li></ol>



RFP Requirement	Apple Response
<p>this Section of the RFP, the Provider shall warranty against normal wear and tear and ensure the delivery of all services for the term of the agreement. Barring extraordinary circumstances such as are listed in the Force Majeure provision of the <i>NASPO Standard Terms and Conditions</i> (see <b>Appendix D</b>), the Provider will be responsible to ensure that the devices and other solution equipment are available per the specifications in the Performance and Quality provisions of this RFP. Notwithstanding the cause of any loss, the Provider must provide replacement units in a timely manner and at a reasonable cost for the term of the Agreement.</p>	<p>while their unit is out for repair. The 2% was arrived at based upon our previous experience with repair and shipping times in Maine. 2% spares will prevent participants from being without a device for more than 24 hours, provided that the schools dispatch the repair on the day the unit is reported defective.</p> <ol style="list-style-type: none"><li>Apple will provide an initial buffer pool equal to 2% of the Mac units deployed. These machines will serve as a self-insurance pool of devices that can be used to replace devices damaged outside of the AppleCare Protection Plan.</li><li>The AppleCare Protection Plan detailed in section 11 will provide coverage against manufacturer's defects</li></ol> <p>Please see this Section 9.5.1 of the Terms of Agreement for Apple's complete response to the proposed language.</p>
<p><b>9.5.2. Insurance and Damage</b></p> <p>The Provider shall assume the risk of loss or damage (e.g., fire, flood, theft, accident, etc.) of the equipment provided, except that each local school unit shall be responsible for any replacement or repair costs due to the negligent or intentional act of the school, a teacher, a student. In the case of individual fault, the local school unit will determine as a matter of local policy whether any or all such local costs should be borne by the individual teacher, student, or parent(s). These local costs shall not be counted as part of the direct or indirect bid price defined in <b>PART V PROPOSAL EVALUATION AND SELECTION</b>.</p> <p>As part of its strategy to meet these provisions of this RFP, the Provider may elect to provide a percentage</p>	<p>Apple's proposed solution addresses the provisions of this requirement as follows:</p> <p>As with the current implementation, the combination described above, in conjunction with Apple's Warranty, the AppleCare Protection Plan, spare units, and buffer pool have proved to effectively address defective equipment, uptimes, and accidents experienced with the equipment.</p> <p>Accordingly, Apple continues to offer this combination of services to address the issues of damage, insurance, and warranty as well as the risk of loss described in this section.</p> <p>Title and risk of loss to all Products will pass to the Department upon delivery to Department's delivery point, and will be specified in any contract negotiated with the Department as a result of bid award.</p> <p>Please see this Section 9.5.2 of the Terms of Agreement for Apple's complete response to the proposed language.</p>



RFP Requirement	Apple Response
<p>(specify) of overage or surplus stock of equipment within schools or other depot sites, or insure against all other risks of loss or damage through some other means such as commercial insurance. Regardless of the method proposed by the Bidder, the Bidder will describe how it has integrated its protection plan into its overall support plans. All costs associated with the Provider's proposed protection plan shall be counted as part of its bid price and should be incorporated into the Bidder's annual cost proposal defined in <b>PART V PROPOSAL EVALUATION AND SELECTION.</b></p>	
<p><b>9.5.3. No-Fault Protection</b></p> <p>The Bidder must provide an optional price schedule for an "enhanced" agreement for no-fault repair and replacement that local school units may purchase at their option and at their own expense from the Provider. The cost of this enhanced, no-fault warranty will not be included in the bid price evaluation as defined in <b>PART V PROPOSAL EVALUATION AND SELECTION.</b> Bidders should recognize that this enhanced protection only needs to provide protection against categories of loss or damage that are not covered in <b>Section 9.5.2. Insurance and Damage.</b></p>	<p>For the State's convenience, Apple has attached a customized quote for Accidental Damage protection from Safeware Insurance Agency Inc. ("Safeware") Please note that Apple is not a licensed seller of insurance in any jurisdiction. Accordingly, such insurance coverage will require a separate contract between the purchasing institution and Safeware, which is licensed to sell insurance. All transactions for insurance coverage must be directly between purchasing institution and Safeware.</p> <p>Please refer to Apple Appendix 2 for quote and additional information.</p>
<p><b>9.5.4. Theft Deterrent</b></p> <p>The portable computing device provided must incorporate security features to deter theft. This should include an unavoidable log-in or greeting, or similar process, that identifies the program and/or owner of the device. These security features</p>	<p>Apple will provide theft deterrents similar to those provided in the current MLTI project.</p> <p>Apple will affix an asset tag provided by the State to the devices, identifying them as part of the MLTI.</p> <p>The device's NVRAM will be electronically stamped with information identifying the</p>



RFP Requirement	Apple Response
<p>must be operative regardless of the physical environment in which the portable computing devices are found. The portable computing devices proposed will be used by students and teachers in the classroom, will be transported by students and teachers between school and home, and used in the home as required. Securing the computer by physical means will not be practical as the only security measure. The Provider is encouraged to include external physical markings or property tags of some type that provide a unique, visual appearance to identify the device as part of this program. The Bidder will provide a detailed description of security features on the proposed devices to deter theft.</p> <p>Each Bidder must describe here how it proposes to satisfy the requirements of this section. The Bidder's description must make clear what it will provide and what it would require of the Department and the schools.</p>	<p>device as part of the program, and will contain the State of Maine DOE phone number as the party to notify upon finding the device. The desktop images displayed will identify the device as part of the program and provide information on how to contact the State of Maine DOE if found. Precautions will also be taken to make it difficult for non-MLTI personnel to erase the embedded software information that identifies the unit as an MLTI device.</p> <p>Schools will also receive a complete inventory of the devices they are issued, including details such as each unit's Wi-Fi MAC address and serial number.</p> <p>CrashPlan PROe features a remote client locator, which can locate and store a Mac's IP address. This information can be used to help locate a lost or stolen device.</p> <p>Apple will also work with the Maine DOE and their contacts within State and local law enforcement to assure that these markings are well known and easily identifiable.</p>
<p><u>9.5.4.1. Maine Theft/Loss data</u></p> <p>Maine's current asset pool contains nearly 75,000 notebook computers, initially deployed to students and teachers in the fall of 2009. As of October 1, 2013, a total of 418 devices have been reported stolen or lost. This represents an average of 0.2% loss per year due to theft or loss.</p>	<p>Apple has reviewed this information and confirms its understanding thereof.</p>



## 9.6. Asset Management

RFP Requirement	Apple Response
<p>The Provider will include an online asset management system. The asset management system should allow the Department and participating schools to view details about all assets (e.g. the portable digital device, network switches, servers, wireless access points, etc.) supplied by the Provider’s solution including details such as site location, device assignment, device details and status (e.g. assigned to a user, out for repair, etc). The asset management system should allow querying and reporting capabilities. The asset management system should include necessary security precautions to insure that only authorized personnel access the information contained within the system. In addition, the asset management system should allow for multiple levels of authorized users to allow for, at the minimum, site-, district-, and state-level management. The Bidder must describe all of the data elements that will be included in the online asset management solution, and which data elements would be modifiable for each level of access to provide management functionality while maintaining data security, and which data elements would be dynamic and updated automatically.</p>	<p>Upon award of a contract, Apple will provide a customized online asset management system similar to those already used as part of our large-scale deployments. This system allows the project team to view and manipulate asset specific details such as type, location, assignment, status, and history. This system also supports a variety of reporting and data querying capacity and provides individual authenticated user accounts as a way of ensuring security of the asset details and system information.</p> <p>This customized asset management system includes provisioned user accounts for project team members to administer devices at a statewide level, a single district-level account for managing devices across schools within a district, and one school-level account for managing devices at individual schools. These accounts allow users district or site specific access to the system in order to verify assets, view installation details, update contact, location, and building information as well as view and manipulate asset specific data.</p> <p>This system will also allow the project team and participating sites to view and change data related to the entire deployment or individual site deployments depending on the user’s permissions. The system contains device specific data such as school code, asset tag number, serial number, and Wi-Fi address. Additionally, the system includes the ability to view and manipulate asset related information, input and update site contact details, and building details as well as run reports and queries. The project team and individual school sites will be able to assign device assets to individuals, set and change status of device assets individually or in bulk.</p>
<p><b>9.6.1. Site and District Management</b></p>	<p>Apple’s customized asset management system includes provisioned user accounts for project</p>



RFP Requirement	Apple Response
<p>It is not uncommon for school districts to have more than one participating school. Each site should be able to view assets deployed to the site. In addition, schools should be able to utilize the asset manager to assign portable devices to specific students or teachers. Sites and districts should be able to perform management tasks against one, some, or all of its assigned assets. The most common task performed to some or all assets is the assignment of an asset to an individual by entering an ID or other unique identifier into a field reserved for local inventory management. The solution should include a method for a site to import data either directly from the school's student information system or from a simple data file (i.e. .txt, .csv, etc.) in order to update or overwrite site modifiable fields. Inventories will be made available to each site regarding that site's equipment at installation time as part of the installation and acceptance process.</p>	<p>team members to administer devices at a statewide level, a single district-level account for managing devices across schools within a district, and one school-level account for managing devices at individual schools. These accounts allow users district or site specific access to the system in order to verify assets, view installation details, update contact, location, and building information as well as view and manipulate asset specific data.</p>
<p><b>9.6.2. Transfers</b></p> <p>It is common for students (and even teachers) to transfer from one participating site to another. The asset management solution must provide a method to easily transfer assignments of assets from one site to another. This method must include active acknowledgement of receipt of assets at a receiving site by an authorized user because the Department requires that districts accept certain fiscal responsibilities related to those assets it is assigned, based on the asset management data.</p>	<p>Apple's system will allow authorized users to initiate transfers and accept transfers of devices from one participating site to another. The system will maintain detailed transfer history records for all devices in report form and from within the device record history in the system.</p>



RFP Requirement	Apple Response
<p><u>9.6.2.1.</u>    <u>Maine school transfers</u></p> <p>As a matter of practice, when students in grades 7-8 transfer between participating sites, the device follows the student. The same is true for teachers in grades 7-12 since the Department covers the annual seat cost for all 7-8 students and 7-12 teachers. However, for students at participating schools in grades K-6 and 9-12, the local school covers the annual seat cost, and as a matter of practice, when students transfer out of those schools, the school retains the device</p>	<p>Apple’s proposed solution complies with this requirement.</p>
<p><b>9.6.3.    Replacements</b></p> <p>The Department expects that for a variety of reasons, a device may require replacement. Bidders must describe how it will provide replacement devices for the term of the Agreement. Replacement devices must be the same as the original device or functionally equivalent and similar enough so that it does not interfere with the intended educational use nor any of the integrated support methods and protocols established by the Bidder to meet the requirements of this RFP.</p> <p>The online asset management system must include a method that allows schools to request replacement devices. The solution must include the capacity to maintain records of these transactions and an internal workflow that provides the messaging capacity to resolve questions related to a request in order to complete a replacement request. The method must include the capacity to categorize</p>	<p>Apple’s customized asset management system allows authorized users to make device replacement requests from within the system. It also provides a method for authorized state administrators to accept or deny the replacement requests.</p> <p>The system will maintain accurate reporting of all replacement requests. The reports will be available to authorized accounts in the system.</p>



RFP Requirement	Apple Response
<p>replacement requests (i.e. stolen, dropped, liquid damaged, etc.). Newly introduced devices must be tracked in the asset management system like any other asset, and the introduction of associated device data is the responsibility of the Bidder.</p>	
<p><b>9.6.4. Asset History</b></p> <p>The online asset management system will provide a comprehensive history for each asset that includes assignment history (i.e. a device may be assigned to more than one student over the course of multiple years or may be transferred from one school to another), device data changes (i.e. in the current program, Ethernet addresses (MAC) are changed when logic boards are replaced in devices. This unique address must be updated in the asset management solution), repair history, etc. The asset history for any individual asset must be easily accessible to authorized users.</p>	<p>Apple’s asset management system will include a detailed history for each device throughout the length of the contract. This history will include any changes to the device information including assignment history and device data updates. This information will be available and accessible to authorized users.</p>
<p><b>9.6.5. School Information</b></p> <p>Basic demographic information about each site must be maintained in the asset management solution. This must include contact information for key individuals at each site including but not limited to school administrators and technology administrators. This information must be easily accessible to authorized users.</p>	<p>Apple’s customized asset management system will include basic information regarding each participating school within the participating state. Key information including the school’s physical address, service address, phone numbers, e-mail, school district, names and contact information for key administrators and technical team will be maintained by the Local Apple team in conjunction with the Maine DOE.</p> <p>In an effort to provide greater collaboration across the state, participating schools will be able to view this school information for any other participating school from within the asset management system.</p> <p>School will be provided a window during which they can update this contact</p>



RFP Requirement	Apple Response
	information directly from the system. After the window is closed, schools will be provided a method to update the system as the data changes.
<p><b>9.6.6. Reporting</b></p> <p>The online asset management system must include reporting functionality. Reports should be downloadable, and when appropriate, available in common tabular formats for reuse of the data. At the minimum, the system must include reports of asset inventory by type (user device, network assets, etc.), contact information, asset transfers, and replacement devices. Reports must only include data viewable to the authorization level of the user, and reports must be able to be produced against a site, district, or the entire state inventory.</p> <p>The intent of providing reporting to both site, districts, and the Department are to facilitate better management of the inventory of assets including trend analysis related to topics like transfers, replacements, or repairs.</p> <p>The Provider should describe other functionality included in the asset management system that will facilitate successful management of the project at both a Department and site level.</p>	<p>Apple’s customized asset management system supports a variety of reporting and data querying capacity and provides individual authenticated user accounts as a way of ensuring security of the asset details and system information.</p> <p>Reports will be available through the asset management system for all authorized accounts. School level, district level and statewide level reporting will help facilitate better management of inventory at each level throughout the program.</p> <p>Reports will include, at a minimum, asset inventory, transfers, and replacements. Reports can be produced against school, district or state inventory in .csv format, exportable to many common spreadsheet and database applications.</p>



## 10. Professional Development, Curriculum Integration, and Consultation



January 4, 2013

Dear Reader,

At the request of Apple Inc., I have reviewed Section 10 of their response (Professional Development, Curriculum Integration, and Consultation) to MLTI RFP #201210412. I have evaluated its conformance to the expectations outlined in the original RFP for the use of SAMR as a guide for development and implementation of professional development. Based upon this review, I am able to report that the proposal for professional development meets and exceeds what I would expect for core compliance with a SAMR-based methodology. It goes beyond basic compliance in four important ways:

- Incorporation of SAMR into all training experiences and materials: while it is possible to separate SAMR professional development from training in tool use, it is considerably more effective to incorporate it as a component of the latter, as Apple proposes to do.
- Differentiated professional development according to SAMR Level: Apple proposes to offer different levels of professional development, referencing the SAMR practice level of participating teachers. This approach should optimize the impact of professional development, and produce better results than an approach based solely upon technical competency.
- A commitment to using SAMR-based longitudinal research data: the proposal indicates that Apple will use an assessment instrument (the Education Technology Profile) to monitor educator progress and corresponding SAMR practice levels between 2013 and 2014. This will provide the State and Apple with information regarding the efficacy of the program, and supply indicators outlining a path for continuous improvement.
- Vertical integration of SAMR into all professional development: a critical factor in the success of technology initiatives in Maine and elsewhere has been the informed participation and support of school leadership. Apple's proposal includes SAMR-based professional development for leadership, targeted at the specific responsibilities and decision processes that they encounter.

My final conclusion from this review is strongly positive: Apple has produced a well-designed professional development proposal, with careful attention and thought paid to the incorporation of the SAMR model.

Sincerely,

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<p>The Department believes that professional development for educators, education leaders, and technology support personnel are vitally important to the success of a 1:1 program as described in this RFP.</p> <p>The Provider will become a partner to the Department of Education, and all professional development activities will be developed in coordination with the Department. The Provider will develop and deliver professional development materials and opportunities under the direct supervision of the Department of Education. While the Department recognizes that good teaching and learning practices exist with or without technology, it also believes that the presence of personal digital devices in classrooms and outside of classrooms necessarily changes the teaching and learning landscape. As such, the Department seeks a Provider that can support effective and innovative teaching and learning processes that without this foundation could not exist.</p> <p>The MLTI has adopted and promoted two models to guide teacher practice and the integration of technology into instruction and learning. These models are Technological, Pedagogical, Content Knowledge (TPCK) by Drs. Punya Mishra and Matthew Koehler (<a href="http://www.tpck.org">http://www.tpck.org</a>) and Substitution, Augmentation, Modification, Redefinition (SAMR) by Dr. Ruben Puentedura (<a href="http://www.mlti.org/samr">http://www.mlti.org/samr</a> and <a href="http://www.hippasus.com/rrpweblog/">http://www.hippasus.com/rrpweblog/</a>). These models should act as a guide in the development and implementation of all professional development materials and opportunities.</p>	<p><b>Background of Apple Professional Development</b></p> <p>Apple understands the development of curriculum is dependent upon the creation of challenging, integrative, and exploratory learning opportunities that will address the cognitive and non-cognitive needs of all students. Apple’s technologies help to provide educators with the tools needed to not only advance student learning, but also to foster environments designed to engage students in kindergarten through high school. Understanding how Apple hardware and software supports a learning environment where students are offered opportunities to demonstrate their knowledge through the use of technology and where teachers are creating the conditions for invention, rather than providing ready-made knowledge (Papert) requires a comprehensive professional development plan — a plan that is substantive and well-thought-out. Apple Professional Development can provide such a plan.</p> <p>Apple Professional Development (APD) welcomes the opportunity to work with the State of Maine to provide and support professional development opportunities. APD brings special expertise in the effective uses of digital resources to support 21st Century learning in the classrooms and educational leadership throughout the school.</p> <p>We hire and train top-flight, senior level consultants who are dedicated teachers and administrators, have classroom experience, are technologically savvy with Apple technology, and possess excellent facilitation skills. Many are recipients of teaching recognition awards and hold advanced degrees. Most importantly, all know what it takes to successfully support effective teaching and learning with technology—and how to nurture behaviors that lead to continuous learning. A recent check of over 35,000 APD workshop surveys</p>



RFP Requirement	Apple Response
	<p>showed that participants were 93% (5.57/6.00 average) “highly satisfied” with their workshop experience and Specialist.</p> <p>As part of this proposal, Apple will provide three Maine-based Professional Development Specialists in years 1 and 2 and two in years 3 and 4 who will work under the direction of the Senior Program Manager and Education Specialist and in conjunction with the MLTI leadership. Apple will supplement this local team of specialists with members of the National Apple Professional Development team as part of the ongoing professional development work from the initial year forward.</p> <p>According to the National Staff Development Council’s, February 2009 report, “Professional Learning in the Learning Profession: A Status Report on Teacher Development in the United States and Abroad”:</p> <p><i>Improving professional learning for educators is a crucial step in transforming schools and improving academic achievement. To meet federal requirements and public expectations for school and student performance, the nation needs to bolster teacher skills and knowledge to ensure that every teacher is able to teach increasingly diverse learners, knowledgeable about student learning, competent in complex core academic content, and skillful at the craft of teaching. To accomplish this, schools—with the support of school systems and state departments of education— need to ensure that professional learning is planned and organized to engage all teachers regularly and to benefit all students. This requires high-quality, sustained professional learning throughout the school year.</i></p>



RFP Requirement	Apple Response
	<p>In order to help the State of Maine meet these challenges, APD proposes professional development with an emphasis on 21st century learning, and the use of 21st century digital tools that transform teaching and learning.</p> <p><b>Understanding the Nature of the Work</b> Apple Professional Development (APD) provides training for educators across the country that supports the effective utilization of technology in teaching and learning. This includes working with teachers and education leaders to help create 21st century learning environments with a focus on enhancing student achievement. Pedagogy, curriculum, assessment and effective use of resources are some of the key factors to ensuring a successful learning environment.</p> <p>Our workshop instructional design mirrors best practices learned from the work of Gagné and Puentedura and focuses on helping teachers recognize how their instructional practices related to the use of technology moves across a continuum of substitution to augmentation to modification to redefinition. Striving for “above the line” instruction is a constant goal across APD workshops and in coaching and mentoring sessions, too.</p> <p>APD integrates pedagogy, formative and summative assessment, classroom management, lesson/unit design, rigorous and relevant learning, project based learning, and student engagement as parts of professional development for teachers. APD also realizes the importance of leadership at the school level to the success of any initiative.</p> <p>Additionally, Apple Professional Development helps empower educators by emulating authentic 21st century student learning experiences (Wagner, 2007) by encouraging participants to:</p>



RFP Requirement	Apple Response
	<ul style="list-style-type: none"><li>• Ask the right questions, solve new problems;</li><li>• Work in teams;</li><li>• Learn how to find, communicate, and apply information;</li><li>• Take initiative, assume leadership, and take responsible risks;</li><li>• Practice time management;</li><li>• Interact in a multimedia, graphics-based environment; and</li><li>• Work across disciplines.</li></ul> <p>A professional development emphasis will be placed on using the SAMR Model and TPCK in workshop creation and delivery.</p> <p><b>Modes of Delivery: A Blended Approach</b> Apple Professional Development personnel will work with appropriate Maine Department of Education personnel to determine focus of training and specific dates of delivery for teachers and school leaders.</p> <p>This proposal offers a flexible workshop timeline with suggested content. Leader-led training incorporates elements such as collaboration, Challenge Based Learning, interactivity, facilitation, and reflection. Online learning incorporates elements of just in time tutorials and access to media-rich content from iTunes U. Coaching and Mentoring offers small group and personalized time with APD Specialists.</p> <p><b>Training Logistics</b> Apple Professional Development provides training for educators at a ratio of 1 APD Specialist to 25 participants in six-hour per day workshops, unless otherwise noted. (Ex. 100 teachers would require 4 trainers for 1 day or 1 trainer for 4 days.) The initial Curriculum Jump Start workshop event for all teachers would</p>



RFP Requirement	Apple Response
	<p>include a teacher to APD Specialist of 1:25. The final agendas for each workshop would be established in collaboration with appropriate Maine Department of Education personnel.</p> <p><b>Highlights of the Proposal</b></p> <p>The proposal focuses the majority of professional development around building capacity and sustainability throughout the State of Maine’s School Districts with various workshop opportunities emphasizing the integration and use of Apple technologies.</p> <p>Apple Professional Development will provide training, plus access to digital materials, and digital resources that will help teachers integrate Apple technologies into their curriculum in support of the achievement of Maine and multi-state standards.</p> <p>In-class coaching and small-group mentoring represent job-embedded coaching sessions which may bring an Apple Professional Development Specialist into the classroom to work with teachers on specific skills or teaching strategies. It might also represent lesson demonstrations or time spent working with teachers, one on one or in small groups, during planning or release time. APD Coaching and Mentoring offers a flexible structure to observe a group of teachers during preparation times or planning periods to support planning for and implementation of new skills.</p> <p>Professional development will begin during the 2013-2014 school year as outlined in the timeline that follows.</p> <ul style="list-style-type: none"><li>• The suggested focus of the proposed professional development plan would include but not be limited to the following:</li><li>• Introduction to and instruction around the use of the Apple hardware and software and subsequent infusion and integration strategies for use in the curriculum. This</li></ul>



RFP Requirement	Apple Response
	<p>will include use of iLife, iWork, iTunes U, other Web 2.0 online resources</p> <ul style="list-style-type: none"><li>• Exploration of the learning resources educators need to address the challenges of successful infusion of technology across the curriculum along with strategies for accessing these resources.</li><li>• Investigation of technology standards for students, teachers, and administrators as established by ISTE and the Partnership for 21st Century Skills.</li><li>• Creation of compelling assignments that leverage 21st century technology for use with teachers, students, and staff.</li><li>• Utilizing the SAMR Model across workshops and in coaching and mentoring sessions.</li></ul> <p>Emphasizing how the integration of technology for teaching specific content or subject matter requires understanding and negotiating the relationships between three components: Technology, Pedagogy, and Content (TPCK).</p>
<p><b>10.1.1. Maine Transition Support</b></p> <p>While many of the professionals in Maine schools have many years of experience in MLTI schools, the depth of knowledge and the application of innovative practices vary greatly. Nonetheless, the Department recognizes that the next MLTI solution will require a certain level of basic training regardless of the platform or device. The Bidder must address in its proposal how it plans to transition Maine schools from the existing MLTI solution to its solution. This should include supporting teachers with the migration of files in format that have been created using software included in the current MLTI solution to compatible formats in the</p>	<p>Initial training for all teachers will include a 1-day Curriculum Jump Start workshop event, delivered as a face-to-face workshop. These workshops will be delivered statewide in July and August of 2013, based on the implementation model identified as well as content to be offered online via iTunes U for those who do not participate face-to-face. Content will include refreshers of OS X, iLife, and iWork and other software applications.</p> <p>Additionally, file conversion and software updates will be addressed during the Curriculum Jump Start event and in subsequent workshops, during coaching and mentoring sessions, and in online tutorials.</p>



RFP Requirement	Apple Response
Bidder's solution. See <b>Appendix E, State Profiles – Maine</b> for a list of software titles included in the current MLTI solution.	



## 10.2. Curriculum Integration Professional Development

RFP Requirement	Apple Response
<p><b>10.2.1. Educator Professional Development</b></p> <p>The integration of technology into teaching and learning processes remain the keystone to any 1:1 program.</p> <p>The Provider will develop and deliver professional development materials and opportunities for educators throughout the term of the Agreement to support the effective integration of the solution into teaching and learning. Bidders must address how it plans to provide professional development opportunities to educators throughout the State. The Department has recognized many challenges over the past decade of implementing Maine’s 1:1 program and providing professional development to educators including</p>	<p>APD proposes offering each school a complimentary assessment of where their teachers’ instructional practices appear on the SAMR scale. The Education Technology Profile is a 15-minute online self-assessment that gathers information about educators’ technology skills and infusion practices across a school or district. The data provides school and district leaders information that spotlights faculty strengths and professional development opportunities.</p> <p>Done in the fall of 2013, the results of the Education Technology Profile will offer a baseline assessment of teacher instructional practices across the school or district. Conducting the Education Technology Profile a second time in the spring of 2014 will display a growth model resulting from the professional development implementation throughout the school year.</p>
<ul style="list-style-type: none"> <li>• Heterogeneous skills and experience using technology among the educators. While the program has been in place for over a decade and the base skills and capacities of teachers may be stronger overall than other large populations in other places, there still exists a wide variability among them.</li> </ul>	<p>Data from the Education Technology Profile will help APD, Maine Department of Education staff, and local school leaders determine professional development needs across school districts. This will result in a more needs-based approach for designing professional development rather than one-size-fits-all.</p>
<ul style="list-style-type: none"> <li>• The need for greater understanding of how a 1:1 program can facilitate student-centered teaching and learning. The Department recognizes that one barrier to the high-level integration of 1:1 technology is the need for greater understanding of the ways such technology can</li> </ul>	<p>Best practices related to workflows for teaching and learning in a 1:1 learning environment will be emphasized at both the teacher and leadership levels.</p> <p>Understanding how instructional practice changes when each student has a device is imperative to the 1:1 technology environment. Support for a student-centered approach is</p>



RFP Requirement	Apple Response
<p>support a student-centered approach to teaching and learning.</p>	<p>strongest when teachers and leaders understand their role in the learning process.</p> <p>Apple’s Challenge Based Learning model allows the creation of a technology-rich, student-centered learning environment with opportunities for teachers to help students solve real-life problems while using the same technology typically found in the work place. Challenge Based Learning helps provide for a greater understanding of the ways technology can support a student-centered approach to teaching and learning</p>
<ul style="list-style-type: none"><li>• Many teachers have "tech skills" but lack the teaching and management skills necessary to leverage those skills. The Department recognizes that technology-use skills do not necessarily result in effective technology-empowered teaching and learning. Too often, “technology integration” is done a very basic level, leaving unrealized the potentially transformative power of a 1:1 approach.</li></ul>	<p>The SAMR Model serves as the guide for workshop creation and underpins the instructional design model for professional development from Apple. Because of this, APD workshops help teachers reflect on their personal practice and appropriately move from the substitution, or a “tech skills” focused level, to a higher level of use. There are times when substitution is a good instructional choice; however, knowing when to move beyond substitution and into augmentation, modification or redefinition is imperative in order to realize the potential of a 1:1 learning environment. By offering a diverse set of delivery options, APD helps teachers grasp how understanding the SAMR Model is a critical step in their professional development process.</p>
<ul style="list-style-type: none"><li>• Lack of availability of substitute teachers limits participation. For face-to-face opportunities during the school day, the Department has found that it is difficult to host large sessions with teachers in a single school or a single region because in many areas, there are not enough substitute teachers to provide coverage while the teachers are participating in the professional development opportunity.</li></ul>	<p>Aside from traditional workshops, Apple Professional Development also offers a coaching and mentoring type of professional development.</p> <p>Coaching and small-group mentoring is an alternative to traditional face-to-face workshops. It can also serve to extend the learning from an earlier face-to-face workshop experience.</p> <p>These job-embedded sessions can bring an Apple Professional Development Specialist</p>



RFP Requirement	Apple Response
	<p>into the classroom to work with teachers on specific skills and teaching strategies by co-delivering lessons. The APD Specialist might also provide best practice integration demonstrations. Coaching and Mentoring sessions can also be structured for a group of teachers during preparation times or planning periods to support planning and implementation of new skills.</p> <p>The use of online professional development is another alternative to traditional face-to-face workshops. iTunes U can provide 24/7 access to a wide variety of professional development opportunities</p>
<p>The Department has provided synchronous and asynchronous online professional development opportunities including online classes, webinars, and podcasts. While each has been viewed as effective for some, the Department also recognizes that like students, the learning styles and comfort of teachers is varied.</p>	<p>Knowing that teachers learn best in a variety of environments, APD will work with the Maine Department of Education to offer asynchronous and synchronous opportunities for professional development that will support the diverse learning styles of Maine teachers.</p>
<p>The Provider will provide an appropriate amount of educationally relevant professional development training for teachers and other school personnel as identified by the school to support the most effective use of the Provider's solution. The Bidder must describe its professional development plans to address the challenges identified by this RFP as well as anticipated challenges identified by the Bidder. Professional development plans must include enough detail to be tangible and comprehensible to the evaluation team including proposed numbers of opportunities, proposed location(s), proposed format (in-person workshop, webinar, podcast, etc),</p>	<p>Participating teachers will be eligible to attend a 1-day Curriculum Jump Start workshop event in July or August 2013. These initial sessions will be followed by multiple professional development offerings throughout the school year, including face-to-face and through multiple online opportunities.</p> <p>The table below outlines the initial professional development to be delivered during the 2013-2014 school year.</p> <p>In addition, during the 2013-2014 school year APD proposes hosting multiple face-to-face sessions across all regions of the state (state-wide). These will be full, school day workshops for the different content areas (English/E.L.A., Math, Science, Social Studies, World Language, Art, Special Education, P.E., Music) with a maximum of 25 participants.</p>



RFP Requirement	Apple Response			
<p>recommended length, materials included, proposed topics, proposed instructor to participant ratios, qualifications of instructors, etc.</p>	<p>Differentiating by comfort and skill level will help ensure workshops address beginner, intermediate, and advanced skills. The application of the TPCK and SAMR models to lesson planning in order to enhance the integration of technology in the classroom will be addressed consistently. Additionally, the accessibility features of the MacBook will be highlighted, empowering teachers to more effectively create student-centered learning environments where all students can succeed.</p>			
	<p><b>Professional Development for Teachers</b></p>			
	<p><b>OS X Curriculum Jump Start event</b></p>			
	<table border="1"><tr><td data-bbox="812 871 987 1801"><p><i>Focus</i></p></td><td data-bbox="989 871 1440 1801"><p>This 1-day workshop introduces teachers to the MacBook Air and offers a hands-on experience with OS X, iLife, and iWork.</p><p>Participants will:</p><ul style="list-style-type: none"><li>• Explore basic navigation, native applications, and accessibility features of OS X</li><li>• Understand how to use OS X to collaborate, create, and communicate</li><li>• Understand the fundamentals of iLife applications</li><li>• Understand the fundamentals of iWork applications</li><li>• Examine iTunes U and other learning resources</li></ul><p>A preliminary PD timeline is included for all districts and will be adjusted based on individual school calendars, location, and distribution of MacBook Airls).</p></td></tr><tr><td data-bbox="812 1803 987 1854"><p><i>Audience</i></p></td><td data-bbox="989 1803 1440 1854"><p>25 teachers per APD Specialist</p></td></tr></table>	<p><i>Focus</i></p>	<p>This 1-day workshop introduces teachers to the MacBook Air and offers a hands-on experience with OS X, iLife, and iWork.</p> <p>Participants will:</p> <ul style="list-style-type: none"><li>• Explore basic navigation, native applications, and accessibility features of OS X</li><li>• Understand how to use OS X to collaborate, create, and communicate</li><li>• Understand the fundamentals of iLife applications</li><li>• Understand the fundamentals of iWork applications</li><li>• Examine iTunes U and other learning resources</li></ul> <p>A preliminary PD timeline is included for all districts and will be adjusted based on individual school calendars, location, and distribution of MacBook Airls).</p>	<p><i>Audience</i></p>
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<p><i>Audience</i></p>	<p>25 teachers per APD Specialist</p>			



RFP Requirement	Apple Response	
	<i>Timeframe</i>	Timeline for delivery to be clarified with Maine's Department of Education personnel upon bid award and would commence late summer/early fall 2013.
	<i>PD Days</i>	1
	<b>Additional Workshops to be offered by APD FTE following Curriculum Jump Start events September 2013 through end of contract</b>	
	<b>Additional workshops for teachers</b>	
	<i>Workshops</i>	<p>Topics to be determined in collaboration with the Maine Department of Education and include, but are not limited to the following:</p> <ul style="list-style-type: none"> <li>• OS X</li> <li>• iLife</li> <li>• iWork</li> <li>• Language Arts</li> <li>• Math</li> <li>• Science</li> <li>• Social Studies</li> <li>• iMovie and Digital Storytelling</li> <li>• GarageBand and Podcasting</li> <li>• Special Education</li> <li>• Challenge Based Learning</li> <li>• iTunes U Course Manager</li> <li>• Coaching and Mentoring</li> <li>• Other topics as appropriate and collaboratively determined</li> </ul>
	<i>Audience</i>	Classroom teachers and other school personnel as appropriate
	<i>Timeframe</i>	Timeline for delivery to be clarified with Maine's Department of Education personnel upon bid award and



RFP Requirement	Apple Response	
		would commence Fall 2013 Each workshop can be delivered in district or regionally
	<i>PD Days</i>	1 day each
<p>The Bidder must separately and specifically address its first year program that will make available sufficient teacher professional development prior to the start of school year 2013-2014 to support the introduction of the Provider's solution. Training times and opportunities should be convenient to the participating personnel, and school personnel should have multiple options to signup for opportunities.</p>	<p>Apple Professional Development will work with the appropriate Maine Department of Education personnel to ensure the professional development delivered prior to the start of the 2013-2014 school year is convenient to those parties involved, in the times and days chosen, as well as the locations used for delivery.</p> <p>Apple will begin utilizing multiple modes of delivery for professional development at the outset of the project. The 1-day Curriculum Jump Start workshop event will be offered as face-to-face sessions as well as utilizing an online format. By allowing teachers to customize their learning to their own schedule and preferences, more teachers will be learning in the way that fits them best, modeling the opportunities the Department of Education wants to see made available to all students impacted by the RFP.</p> <p>In the summer of 2013 there will be a total of 21 one-day face-to-face jump start for Teachers sessions offered regionally across the state. Each one-day session will have 100 seats, for a total of 2100 places. Of these sessions, 18 will be regionally distributed with three being distributed as needed, responding to regions with the strongest demand for face-to-face sessions. The online jump start will be offered through iTunes U, will have unlimited availability and will support anytime, anywhere learning on the part of participants.</p> <p>The face-to-face sessions for teachers will be held on campuses of the UMaine System, making it possible for the Department of Education to better connect critical components of Maine's PK-20 teaching and learning ecosystem.</p>	



RFP Requirement	Apple Response
	<p>In addition to these summer 2013 offerings, Apple will work with the Department of Education to schedule multiple additional regional face-to-face sessions during the fall of 2013. These will be delivered primarily in K-12 schools.</p> <p>Leveraging University of Maine System locations, MLTI school locations, and online learning opportunities through iTunes U will provide multiple benefits. Current teachers will be directly connected to the UMaine System through which many will be involved in ongoing professional learning. By using iTunes U to offer professional development, teachers will be using the same online resource that they can use to support their students. Having teachers using iTunes U themselves will enhance the percentage who will begin to make use of these capabilities in their own teaching.</p> <p>In the fall of 2013, Apple will work in collaboration with the Department of Education to select MLTI school locations as settings for the delivery of professional development in a regional manner. In this way the Department can purposefully identify schools that would either best serve as exemplars of success or those that would most benefit from having professional development delivered locally.</p> <p>Please refer to Apple Appendix 3 for specific locations, dates and proposed seats.</p>
<p><b>10.2.2. Leadership Professional Development</b></p> <p>Leadership at all levels is critically important to the success of a 1:1 program. The Department wishes to strengthen and build the capacity of its educational leaders including principals, superintendents, curriculum coordinators, technology directors, and other key personnel.</p>	<p>True change occurs one intentional conversation at a time (Senge 1994) and as such, building and district leadership requires not only a stronger understanding of technology integration across the curriculum, but more importantly, a deeper understanding of how to manage change in the school setting.</p> <p>The increasing requirements of a changing</p>



RFP Requirement	Apple Response
<p>Today's educational leaders need to be able to embrace technology as a tool for transforming teaching and learning, and need to lead their schools and school systems in more fully realizing that transformational power. The Department has found, however, that technology is sometimes viewed by education leaders as an extra or an add-on, rather than the transformative tool it has the potential to be. The Department recognizes training leaders to embrace and be advocates for this kind of change is a wide-ranging and open-ended challenge. Bidders must describe how it plans to address the development of this kind of leadership capacity in the schools empowered by the Bidder's solution.</p>	<p>society have placed enormous pressures on schools to reform. Requirements for accountability in meeting the needs of all learners, coupled with the demands of an ever changing digital society require changes in the role leadership plays in schools.</p> <p>The most effective 21st century school leaders are committed to implementing the changes needed to help students engage in new ways of learning. They understand the potential and the possibilities presented by engaged learning. These leaders recognize two imperatives — their school's focus on learning and a desire for developing a capacity for relevant change through the use of technology.</p> <p>APD proposes a year-long series of MLTI Leadership Cadres as a mechanism to develop ongoing, sustainable learning communities involving Maine school leaders. Each school leader involved in a Leadership Cadre will work collaboratively with their colleagues to drive systemic change throughout their building and/or school district.</p> <p>Participating building principals and district superintendents will be eligible to participate. The cadres will form in the fall of 2013 and remain active throughout the school year. There will be four formal events during the year. Each cadre will be led by an APD Leadership Specialist. Cadre sessions will include face-to-face professional development, as well as a higher-level conversation addressing leadership and leading in a time of change. Participants will also engage in facilitated dialogue related to journals, books, and online reading.</p> <p>The MLTI Leadership Cadres will be organized around the five critical success factors that help schools create a more student-centered learning environment — one that focuses on promoting life-long learners. Those five critical success factors are:</p>



RFP Requirement	Apple Response
	<ol style="list-style-type: none"><li>1. Visionary Leadership</li><li>2. Innovative Learning and Teaching</li><li>3. Ongoing Professional Learning</li><li>4. Compelling Evidence of Success</li><li>5. Flexible Learning Environment</li></ol> <p>Through shared readings, group discussions, face-to-face interaction, and collaborative learning participants will gain a deeper understanding of systems thinking, school models, and change leadership.</p> <p>All members of the Leadership Cadres are eligible to have their school or district participate in Apple's Education Technology Profile (ETP). The ETP is a 15-minute, online self-assessment that gathers information about educators' technology skills and infusion practices within a school or district. The data provides school and district leaders information that spotlights faculty strengths and professional development opportunities.</p> <p>The SAMR Model offers a scale for comparison. The data from the ETP offers a broad stroke overview of the SAMR levels of instruction practiced by teachers in a building or district. Knowing how teachers are using, or not using, technology helps school leadership understand the professional development necessary to more fully realize the opportunities presented by the use of technology in a 1:1 learning environment.</p> <p>Each cadre will also interact with their colleagues, learning from each other and working together. Team interaction provides opportunities for comparisons of growth in learning and supports the development of new mental models for learning.</p> <p>Within each cadre, dialogue, conversation, reflection, and questioning will support a melding and remolding of individual mental</p>



RFP Requirement	Apple Response
	<p>models. Eventually each cadre will reach a shared vision that can create a path towards new systems thinking.</p> <p>As each session moves forward and teams begin to develop their shared understanding of the current educational challenges and opportunities, new mental models and shared visions of systemic change will be created.</p> <p>Upon completion of the cadre experience, team members will submit a personal action plan with a vision for systemic change in learning directly related to their leadership role. These plans, when coupled with data from the building/district ETP, offer a roadmap for next steps for the following year.</p>
<p>Professional development plans must include enough detail to be tangible and comprehensible to the evaluation team including proposed numbers of opportunities, proposed location(s), proposed format (in-person workshop, webinar, podcast, etc), recommended length, materials included, proposed topics, proposed instructor to participant ratios, qualifications of instructors, etc.</p>	<p><i>In a time of drastic change it is the learners who inherit the future. The learned usually find themselves equipped to live in a world that no longer exists.</i></p> <p style="text-align: right;">— Eric Hoffer</p> <p>Knowing the goal is to help school leaders create professional learning communities and to promote life-long learning, APD proposes the following timeline for each cadre. The meeting locations will be chosen in consultation with the Maine DOE.</p> <p><b>July and August 2013:</b> Initial kick off; assignment to cadres</p> <p><b>October 2013:</b> In-depth focus and discussion</p> <p><b>January 2014:</b> In-depth focus and discussion</p> <p><b>April 2014:</b> In-depth focus, discussion, and next steps</p> <p style="text-align: center;"><b>Professional Development for Leadership Late Summer 2013</b></p> <p style="text-align: center;"><i>Workshops will be focused on building and district-level leadership</i></p>



RFP Requirement	Apple Response						
	<p data-bbox="818 300 1432 348"><b>MLTI Leadership Cadres</b></p> <table border="1" data-bbox="818 348 1432 1094"> <tr> <td data-bbox="818 348 980 716"><i>Focus and Audience</i></td> <td data-bbox="980 348 1432 716">This 1-day workshop would be for school building and district leadership (principals and superintendents) and be the first of four 1-day gatherings to explore change and systems thinking as it relates to the SAMR Model and TPCK within MLTI and the role they play as school leaders</td> </tr> <tr> <td data-bbox="818 716 980 968"><i>Timeframe</i></td> <td data-bbox="980 716 1432 968">Timeline for delivery to be clarified with Maine's Department of Education personnel upon bid award and would commence in late summer as part of the initial Professional Development for Maine school and district leaders.</td> </tr> <tr> <td data-bbox="818 968 980 1094"><i>PD Days</i></td> <td data-bbox="980 968 1432 1094">1 day during July or August 2013, October 2013, January 2014, and April 2014</td> </tr> </table>	<i>Focus and Audience</i>	This 1-day workshop would be for school building and district leadership (principals and superintendents) and be the first of four 1-day gatherings to explore change and systems thinking as it relates to the SAMR Model and TPCK within MLTI and the role they play as school leaders	<i>Timeframe</i>	Timeline for delivery to be clarified with Maine's Department of Education personnel upon bid award and would commence in late summer as part of the initial Professional Development for Maine school and district leaders.	<i>PD Days</i>	1 day during July or August 2013, October 2013, January 2014, and April 2014
<i>Focus and Audience</i>	This 1-day workshop would be for school building and district leadership (principals and superintendents) and be the first of four 1-day gatherings to explore change and systems thinking as it relates to the SAMR Model and TPCK within MLTI and the role they play as school leaders						
<i>Timeframe</i>	Timeline for delivery to be clarified with Maine's Department of Education personnel upon bid award and would commence in late summer as part of the initial Professional Development for Maine school and district leaders.						
<i>PD Days</i>	1 day during July or August 2013, October 2013, January 2014, and April 2014						
<p data-bbox="305 1104 802 1549">The Bidder must separately and specifically address its first year program that will make available sufficient leadership professional development prior to the start of school year 2013-2014 to support the introduction of the Provider's solution. Training times and opportunities should be convenient to the participating personnel, and school personnel should have multiple options to sign up for opportunities.</p>	<p data-bbox="818 1104 1432 1413">During the summer of 2013 there will be 18 one-day face-to-face School Leaders sessions offered regionally across the state. Each of these one-day sessions will have 25 seats, for a total of 450 available spaces. The School Leaders session will be the kick-off to the year long Leadership Cadre model, and will be augmented by materials made available online via iTunes U.</p> <p data-bbox="818 1444 1382 1654">The face-to-face sessions for leaders will be held on campuses of the UMaine System, making it possible for the Department of Education to better connect critical components of Maine's PK-20 teaching and learning ecosystem.</p> <p data-bbox="818 1686 1393 1759">Please refer to Apple Appendix 3 for specific locations, dates and proposed seats.</p>						
<p data-bbox="188 1787 802 1875"><b>10.2.3. Technical Professional Development</b> The Provider will provide an</p>	<p data-bbox="818 1787 1406 1854">Apple's proposed solution complies with this requirement.</p>						



RFP Requirement	Apple Response
<p>appropriate amount of technical professional development to participating school and district technology support personnel. While the number of technology staff vary from school to school, the Provider should assume that each participating school has at least one assigned staff member to provide technology support. The Department assumes that over the course of the Agreement, that the technology provided in the solution and those systems, protocols, and tools necessary to support the solution will change as new versions of software are released or as upgrades or refinements are introduced. As such, the Department expects the Provider to provide technical training throughout the term of the Agreement designed to enable school and district technology support personnel to provide end-user, just-in-time, support, to troubleshoot the solution as necessary to leverage the support the Provider's solution, and to effectively manage the technical implementation challenges that are inherent in a large-scale implementation. The Bidder will describe the support and maintenance aspects of its solution in <b>Section 11, Support and Maintenance.</b></p>	
<p>Professional development plans must include enough detail to be tangible and comprehensible to the evaluation team including proposed numbers of opportunities, proposed location(s), proposed format (in-person workshop, webinar, podcast, etc), recommended length, materials included, proposed topics, proposed</p>	<p>Apple incorporates both leader-led (on-site) and online training resources, providing a blended approach to professional development. Leader-led training incorporates elements such as collaboration, project-based learning as well as interactivity, facilitation, and reflection.</p>



RFP Requirement	Apple Response
instructor to participant ratios, qualifications of instructors, etc.	<p>The core focus of technical professional development is on the tools and processes required to support the implemented solution. However, it is also important that technical staff understand the context for teacher classroom practice, as well as the frameworks used by school leadership. This will allow them to more effectively suggest and help implement solutions for the former, and provide advice in support of decision-making to the latter. To this end, SAMR and TPCK will be used as components of the sessions and meetings described below.</p> <p><b>4-Year Training Overview</b> The following briefly summarizes this professional development and training proposal for Years 1-4 of the project:</p> <p><b><i>Fall/Spring Tech Sessions</i></b> <i>Approximately 20:1 ratio</i> Regional Technical Update sessions will be held biannually to keep technical staff up to date on tools, processes, and training needed to continue support of the implemented solution throughout the life of the deployment. In addition, monthly Tech News bulletins will be posted online to ensure tech staff remain informed and empowered.</p> <p><b><i>User Group Meetings</i></b> <i>Approximately 20:1 ratio</i> Monthly sessions held at participating schools in various regions to discuss current deployment related topics.</p> <p><b><i>Online Meetings</i></b> Monthly online sessions to discuss current deployment related topics.</p> <p><b><i>Custom Technical Training</i></b> <i>Approximately 10:1 ratio</i> 12 full day sessions held regionally</p>



RFP Requirement	Apple Response
	<p>throughout each year to discuss in-depth technical solutions and strategies pertaining to the deployment.</p> <p><b><i>New Tech Training</i></b> <i>Approximately 10:1 ratio</i></p> <p>4 regional sessions per year dedicated to face-to-face training of new Tech Lead staff that may have missed the initial Technical Support Training. This will ensure any staff turnover throughout the duration of the project receive the training they need in addition to supporting documentation to support the processes and procedures pertinent to the project.</p>
<p>The Bidder must separately and specifically address its first year program that will make available sufficient technical professional development prior to the start of school year 2013-2014 to support the introduction of the Provider’s solution. Training times and opportunities should be convenient to the participating personnel, and school personnel should have multiple options to sign up for opportunities.</p>	<p><b>Year 1 Technical Support Training / IT Quick Start Sessions:</b> <i>Approximately 10:1 ratio</i></p> <p>21 regional 2-day training sessions for identified tech staff prior to the beginning of the 2013 – 2014 school year. Sessions are designed to review troubleshooting, maintenance, repair procedures, and support of the proposed solution. Supporting documents and training materials will also be made available online for those unable to attend. Ideally, Session locations will be school based to ensure that the working environment during the initial training is a close to deployment characteristics as possible. Locations and dates will be finalized in collaboration with the MLTI Leadership Team and in conjunction with network deployment schedules.</p> <p>Please refer to Apple Appendix 3 for specific locations, dates and proposed seats.</p>
<p>In general, while the Department cannot require attendance of technology support personnel at professional development opportunities, based on historical attendance, the Department expects</p>	<p><b>New Tech / Technical IT Quick Start Sessions</b> <i>Approximately 10:1 ratio</i></p> <p>Four regional sessions per year dedicated to face-to-face training of new Tech Lead staff that may have missed the initial Technical Support Training. This will ensure any staff</p>



RFP Requirement	Apple Response
<p>that virtually all technology support personnel will attend opportunities provided during the normal school year. If opportunities are provided during the traditional school summer break, the Department expects that technology support personnel from smaller and more rural schools are less likely to be available due to more limited employment terms.</p>	<p>turnover throughout the duration of the project receive the training they need in addition to supporting documentation to support the processes and procedures pertinent to the project.</p>



### 10.3. Ownership of Content and Curricula

RFP Requirement	Apple Response
<p>All new professional development materials produced, including content and curricula, and audio/video recordings of live workshops, and provided by the Provider as a result of this RFP and the resulting Agreement, are owned by the Maine Department of Education. The Department will publish all content, curricula, and recordings under a Creative Commons Attribution license or other appropriate open license whenever possible, but reserves the right to do otherwise. The Bidder should acknowledge its understanding of this requirement and indicate its intent to comply.</p>	<p>Apple proposes that the following Ownership provision be incorporated into the contract negotiated with the Department as a result of bid award:</p> <p>“Except as otherwise agreed to in writing by the parties, Provider will own all rights, title, and interest in all technical information, software, hardware, design tools, documentation, and any related information independently developed by Provider under this Agreement (Collectively, ‘Apple Materials’), including without limitation, the Apple Professional Services and Apple Professional Development catalogues, and the Department will own all rights, title and interest in all technical information, software, hardware, design tools, documentation and any related information independently developed by the Department in connection with this Agreement (Collectively, ‘Department Materials’). Subject to Department’s compliance with any and all applicable licensing terms, Provider grants Department a nonexclusive, royalty-free, non-transferable (without right to sublicense) license to use the Apple Materials developed under this Agreement.”</p> <p>Please see this Section 10.3 of the Terms of Agreement for Apple's complete response to the proposed language.</p>



## 11. Support and Maintenance

RFP Requirement	Apple Response
<p>As part of the cost, the vendor will provide ongoing support to the schools for the duration of the agreement. Since the cost is to cover the full costs of deploying and supporting the solution, each Bidder must factor a full support package into its price. The components of such a full support package must include those components necessary to assure the Performance and Quality specifications are met continuously and that the solution is sufficiently supported at all times. The support package must include, but is not limited to: Help Desk; repair; preventative maintenance; licensing; fixes and updates for software, firmware, microcode; etc. A Bidder, depending upon its bid type, may need to include warranty, spares, and other items.</p>	<p>Apple complies with this provision through the robust service and support solution currently in place to service the needs of all schools participating in the MLTI program. The 4-year extended service plan proposed will continue to leverage this existing infrastructure, which includes not only a dedicated local repair depot and spare units to support rapid return to service, but also the additional features and processes described below that have supported MLTI students, faculty, and staff for the past four years.</p>
<p>This support will include Help Desk or Support Center service available via 1-800 type access which includes staffing, tools and processes to meet the schools' support requirements including a system of dispatching, tracking, priority setting, reporting and escalation which ensure timely and satisfactory response and resolution. The Provider may also employ other communication systems for delivery of just-in-time support such as Internet audio chat, text chat, web forums, etc. School users of the Help Desk may be students, teachers, administrators, and technical coordinators. Bidders should note that technical assistance related to Internet connectivity is expected insofar as to help determine if the issue is related to the Bidder's solution or the school/home's Internet Provider. The Department expects the Provider to coordinate with the school ISPs to make support as seamless as possible. The Bidder will describe its Help Desk offering as well as its ongoing technical support provided for its proposed solution.</p>	<p>Apple complies with these requirements, and will continue to offer the services of a single point of contact for escalation of all service delivery issues.</p>



RFP Requirement	Apple Response
<p>The Bidder will fully describe the process and plan that will be utilized whenever a break/fix event (both in-warranty and out-of-warranty) occurs within any aspect of the Provider's solution. This will cover the entire process of repairing or replacing a portable computing device or any of the solution infrastructure. The infrastructure will be defined as switches, servers, LAN devices, remote access devices or any other equipment provided by the vendor.</p>	<p>Depending upon the nature of a given break/fix incident, a different process may be engaged to mitigate down time and disruption, and based upon what is most appropriate for a given school.</p> <p>Those issues most easily resolved by the acquisition of a Do-It-Yourself (DIY) part will continue to be resolved either by engagement of the MLTI help desk or by requesting the part via the GSX web page. The MLTI has already significantly contributed to its own uptime by successfully utilizing the DIY program for the current deployment.</p> <p>In instances where a more complicated repair is necessary, the services of the local depot will be engaged.</p> <p>Please refer to the online MLTI Manual for complete MLTI dispatch Instructions: <a href="http://www.maine.gov/tools/whatsnew/index.php?topic=MLTILinks&amp;id=247572&amp;v=Manual">www.maine.gov/tools/whatsnew/index.php?topic=MLTILinks&amp;id=247572&amp;v=Manual</a></p> <p>The instructions posted in the Manual cover the break/fix dispatch process for MLTI. Should Apple be awarded a contract, Apple will provide updated instructions to reflect any changes to the hardware models currently deployed in the MLTI.</p> <p>For situations where the Apple installed wireless infrastructure is in need of repair, the same contact number will be utilized and routed to the local project team for troubleshooting. In-warranty repairs / replacement / configuration / installation will be facilitated by the team to resolve the issue.</p>
<p>As part of its solution reliability strategy, the vendor may provide spare portable computing devices or other spare equipment, to be housed at the local school and configured to the school's specifications for use, while school-assigned devices/equipment are being repaired or replaced. The local quantity of</p>	<p>Spares equivalent to two percent (2%) of the overall units will be deployed on-site at each school. These spares are to be used when a student or staff device must be sent out for repair. The student or staff member will be issued a spare by the local school representative to use while their unit is out for</p>



RFP Requirement	Apple Response
spare portable computing devices should be based on the Bidder's experience with these devices in other, similar environments	repair. The 2% is based upon our previous experience with repair and shipping times in Maine. Two percent (2%) spares will prevent participants from being without a MacBook Air for more than 24 hours, provided the schools dispatch the repair on the day the unit is reported defective.

### 11.1. Solution Support

RFP Requirement	Apple Response
Each Bidder must address—at a minimum—the items above, as well as the requirements of <b>Section 8, Performance and Quality</b> , in fully describing here its proposed support program to demonstrate that its approach will provide solid, effective support for the users of the solution.	<p><b>End User Support Requests</b></p> <p>Apple will continue with a multifaceted support strategy in support of the MLTI, that is, rapid return to service supported by the existing Local Repair Depot strategy, continued availability of DIY parts, and a single dedicated point of contact for escalation of any and all service delivery issues.</p> <p>Please refer to the online MLTI Manual for complete MLTI dispatch Instructions: <a href="http://www.maine.gov/tools/whatsnew/index.php?topic=MLTILinks&amp;id=247572&amp;v=Manual">www.maine.gov/tools/whatsnew/index.php?topic=MLTILinks&amp;id=247572&amp;v=Manual</a></p> <p>The instructions posted in the Manual cover the break/fix dispatch process for MLTI. Should Apple be awarded a contract, Apple will provide updated instructions to reflect any changes to the hardware models currently deployed in the MLTI.</p> <p><b>Wireless Network Support Requests</b></p> <p>The project team will provide support to schools by handling calls and troubleshooting issues related to the wireless network. Initial calls will flow through AppleCare and be directed to the local project team when they are network related. This is the same approach that was used successfully for the prior years of the MLTI program.</p>



## 11.2. Service and Support Plan

RFP Requirement	Apple Response
As part of the Project Plan, the awarded Provider will provide a complete Service and Support plan. Each Bidder will acknowledge here its responsibility to do so should it become the Provider.	Apple acknowledges its responsibility and intent to provide a comprehensive Service and Support plan if awarded a contract.



## 12. Project Management and Implementation

RFP Requirement	Apple Response
<p>The Provider must ensure a successful implementation for each of the participating sites. This includes necessary site surveys, validation testing, installation and configuration of all hardware and software, training, support program implementation and any other aspects of the solution necessary. The following requirements are associated with this requirement and schedule.</p>	<p>Apple is pleased to be considered for the MLTI and will apply knowledge gained during the ten year deployment of the Maine Learning Technology Initiative to deliver a professional implementation. Upon award, Apple will develop a project plan that will provide clear deliverables and objectives for all of the aspects of the solution.</p>



## 12.1. Project Plan and Deliverables

RFP Requirement	Apple Response
<p>The Provider will develop and implement a project plan that includes, as a minimum, the following deliverables. Failure to submit the required plan in accordance with this timetable may result in termination, liquidated damages, or delayed payment to the Provider. Each Bidder must describe its ability to meet these requirements:</p>	<p>Please refer to the Terms of Agreement for Apple's response to this requirement.</p>
<p><b>12.1.1. Project Plan</b></p> <p>The preliminary Project Plan itself will be delivered for approval not later than 30 calendar days after the Agreement is approved by the State Purchases Review Committee. Development of the plan with the Department's involvement is required. The Plan must include all aspects of the project and its deliverables, including coordination with the Department and the schools, communications and reporting, timetable, Validation Testing Subplan, Deployment Subplan, Professional Development Subplan, and the Service and Support Subplan. This Project Plan will be revised and improved periodically as needed, subject to approval by the Department.</p>	<p>Upon award, the Apple Project Team will deliver a plan within thirty (30) calendar days of the Agreement being approved by the State Purchases Review Committee.</p>
<p><b>12.1.2. Validation Testing</b></p> <p>This will be system testing, in participating schools, that confirms that the solution meets or exceeds the functional requirements, and the performance and reliability specifications as required under the Agreement between the Provider and the Department resulting from this procurement process. This Validation Test will enable the Provider the opportunity to test its</p>	<p>Upon award, Apple will work with the MLTI Leadership to determine the metrics by which the validation testing will be judged. An accelerated implementation plan will be developed to ensure the solution validation will be completed in accordance with this requirement.</p>



RFP Requirement	Apple Response
<p>equipment in school environments and will assure the Department that the solution is acceptable for production deployment. The test will include up to five (5) schools and must be successfully completed by July 19, 2013.</p>	
<p><b>12.1.3. Educational Conferences</b> Participation in at least twenty (20) educational conferences or meetings annually in conjunction with the Department, the intent of which is to help inform the educational community of the project plans and to maintain communication and ongoing relationships with the participating schools. These conferences may begin as early as June 2013.</p>	<p>Apple will comply with this requirement.</p>
<p><b>12.1.4. Implementation</b> The Provider must successfully install, configure and test all hardware and software for each participating site. In School Year 1 this must be completed by August 23, 2013.</p>	<p>Apple will comply with this requirement.</p>
<p>The Provider will install cabling for its solution and its connection to the school's local network. At the Provider's discretion, they may utilize existing cabling in the schools. If done, the Provider must agree to warranty those parts of the local infrastructure that they utilize as they would newly installed equipment. The local school will arrange for electrical work based on the Provider's specifications. Local construction, abatement and other costs are the responsibility of the school. As part of the installation, the Provider will provide an</p>	<p>Apple complies with this requirement based on the clarifying language that can be found in this Section 12.1.4 of the Terms of Agreement.</p>



RFP Requirement	Apple Response
<p>overview to the local technical coordinator of the resulting network and train the person(s) in the basics of system/network operation and support.</p>	
<p>Each school installation will include provision of complete, current documentation necessary for effective and successful use of the solution by people such as system administrators, site support personnel, and teachers. This may include manuals, guides, quick reference materials and other documentation. Electronic versions are required. Each Bidder will describe what documentation they will provide and how they will provide it in order to be effective.</p>	<p>Apple will provide each school with customer sign-off documentation. Technical training will also be delivered to technical staff that will cover the basics of wireless network troubleshooting as well as the steps necessary to reset network equipment in the unlikely event that may need to occur. In addition, the Apple Project Team will collaborate with MLTI Leadership to create and distribute appropriate technical policy manuals and guidelines.</p>
<p>Each installation will include establishment of a site work completion and satisfaction sign-off form. The Provider's equipment and work at each site will not be considered complete nor will it be paid for until satisfaction sign-offs are obtained from both the responsible site person and the Department's Agreement administrator.</p>	<p>Apple will comply with this requirement. Sign off for the wireless network implementation will be done at each school. Sign off for all other aspects of hardware and software included as part of this proposal will be done as part of the "Validation Testing" indicated in section 12.1.2.</p>
<p><u>12.1.4.1</u>     <b>Maine Implementation</b> Note that certain schools in Maine begin the school year in early August, and therefore those schools should have equipment installed and tested no later than July 26, 2013.</p>	<p>Apple will comply with this requirement.</p>
<p><u>12.1.4.2</u>     <b>Hawaii Implementation</b> Note that nearly all schools in Hawaii begin the school year in late July, and therefore it would</p>	<p>Apple has reviewed this information and confirms its understanding thereof.</p>



RFP Requirement	Apple Response
<p>be preferable if those schools would have equipment installed and tested no later than June 26, 2013.</p>	
<p><u>12.1.4.3.</u>    <b>Vermont Implementation</b> Note that certain schools in Vermont begin the school year in early to mid-August, and therefore those schools should have equipment installed and tested no later than June 26, 2013.</p>	<p>Please refer to Apple’s response to RFP Section 5.1.3., titled “Additional Participating States.”</p>
<p><b>12.1.5 Professional Development</b> Professional development for the solution must be provided for the participating schools’ teachers, leadership, and technical support personnel as addressed in Section 10, Professional Development, Curriculum Integration, and Consultation of this RFP. Bidder will include a professional development subplan as part of the Project Plan.</p>	<p>Upon award, Apple will work with MLTI Leadership to create a detailed training plan that will address our professional development solution identified in Section 10 of this response.</p>
<p><b>12.1.6. Support and Service</b> The Provider will deliver ongoing technical support to the schools (on site and remote) for the period of the contract for the Provider’s solution and its integration into the schools’ academic program.</p>	<p>Apple’s proposed solution complies with this requirement.</p>
<p><b>12.1.7. Timeline</b> The Bidder will propose a timeline, consistent with the RFP requirements, that it will commit to for the implementation process, commencing from approval of the Agreement to completion of the first year implementation. The timeline should include all major phases and milestones.</p>	<p>The proposed first year implementation plan is included as Apple Appendix 4 of the proposal.</p>



RFP Requirement	Apple Response
<p><b>12.1.8. Project Staffing</b></p> <p>An in-State experienced, qualified, and effective project team will be identified and provided, subject to approval by the Department's Agreement administrator. The Bidder will provide a description of its project staffing plan for all phases and tasks. Identify each senior staff member and complete for each the form in Appendix G in order to demonstrate your staff's experience with projects similar to this one. At a minimum, the Provider will maintain an in-State team for the length of the project made up of a Project Manager, Educational Specialist, Professional Development Specialists, and Technical Engineers sufficient to implement and support the program.</p>	<p>Apple Professional Services, in conjunction with AppleCare, will utilize a team comprised of seasoned personnel that have experience in large-scale, statewide deployments. The team will be comprised of a Senior Program Manager, a Project Manager, AppleCare Strategic Account Manager, three Project Engineers for the duration of the project and three Professional Development Specialists in years 1 and 2 and two Professional Development Specialists in years 3 and 4.</p> <p>Please refer to Apple Appendix 5 for an organization chart showing the in-State project team along with the organizations within Apple that support them.</p>
<p><b>12.1.9. Coordination with Schools</b></p> <p>The Provider will work with the Department and each school and its principal or principal designee to determine via any necessary site surveys the local requirements necessary to implement the solution as well as any local change requirements and costs, and will coordinate the installation of its solution with each school's changes. These local change requirements would include not only the basic solution but also any additions or adaptations that a school elects to implement at its own local cost (e.g., switches, hubs, software, hardware, adaptive devices). The Provider must accommodate school schedules and needs, even if this requires some alteration of the Provider's</p>	<p>Apple understands there will be variability in the local schools as we prepare to install the solution. One example of this is the wireless network implementation at each school. To accommodate for this variability, the implementation will use an online School Readiness Checklist that the MLTI, Apple project delivery team, and the local school's contacts will use to collect key information needed prior to a wireless site survey and then once the site survey is conducted, the results and design for wireless coverage will be uploaded. If there are additional coverage areas that the local school is requesting, a quote can be created for the additional costs. To move forward, the MLTI, Apple and the local school will sign-off that the work may proceed. Once the installation is complete, this same, secure, online system will house the final design documents, sign-off forms and support information for each school.</p> <p>Similarly, additional devices or services could</p>



RFP Requirement	Apple Response
<p>customary schedule. Such accommodation must not include any additional, premium or overtime charges.</p>	<p>be purchased; this possibility will be discussed with each school contact during the initial communications with each opt-in school.</p> <p>Apple's Project Team will attempt to accommodate school schedules to minimize disruption of school activities. We are planning on utilizing normal business days (Monday through Friday, 8:00 a.m. to 5:00 p.m. local time) for all installations. Considerations for alterations to this schedule will be made, on a case-by-case basis, however we will try to accommodate by installing at another participating school and then rescheduling the school in question when normal business hours can be accommodated.</p>
<p><b>12.1.10. Work Within Schools</b></p> <p>Each Bidder will succinctly describe the basic physical characteristics of the proposed equipment including dimensions, weights, electrical, HVAC and any other specifications vital to know. All required cables, wires, mounts and connectors will be specified by the Bidder.</p>	<p>Please refer to Apple's responses to RFP Section 7, Network Connectivity and Infrastructure, and also to relevant responses in Sections 8, Performance and Quality, and 9, Functional and Asset Security.</p>
<p>All cabling, wiring, connectors and mounts will be installed in a manner which results in safe and secure facilities. No hazards will be created; any identified hazard will be pointed out to appropriate site or Department personnel. Installations must be performed in a manner which does not harm or diminish local site designs, structural integrity or – to the extent feasible – cosmetics. Installations will meet all prevailing local codes and governing body codes as well as IEEE, TIA/EIA and ISO/IEC standards for cabling and wiring.</p> <ul style="list-style-type: none"><li>• IEEE — Institute of Electrical</li></ul>	<p>Apple's solution will include the entire infrastructure back to the school's data center where we will uplink into the school's existing network. All regulatory compliance and state ordinances will be maintained throughout the project and will maintain the integrity of the existing infrastructure and establishment.</p>



RFP Requirement	Apple Response
<p>and Electronic Engineers</p> <ul style="list-style-type: none"><li>• <b>TIA/EIA</b> — Telecommunications Industry Association/Electronic Industry Association</li><li>• <b>ISO/EIC</b> — International Organization for Standardization/Equipment Installer’s Code</li></ul>	
<p><b>12.1.11. Change Control</b></p> <p>A change control process will be utilized. The Provider must ensure that system and site changes are implemented effectively, reasonably, are documented and scheduled — and must ensure good communication with those affected by the changes, both before and after the change.</p>	<p>Apple will comply with this requirement.</p>
<p><b>12.1.12. Project Management Reporting</b></p> <p>The Provider will submit on the last working day of each month a detailed monthly progress report to the Department’s Project Manager, starting with the first month of the Agreement. Among other things, this report must include a monthly summary of the performance metrics specified earlier. The Provider may be requested to supply additional information as warranted.</p>	<p>Apple will comply with this requirement.</p> <p>Upon award of the contract, the Apple Project Team will work closely with the MLTI Project Team to finalize monthly performance summary details.</p>
<p><b>12.1.13. Ongoing Improvements</b></p> <p>Since the Department is vitally interested in investing in solutions which have long-life and upgradeability to provide continuing and enhanced capabilities over time, including migration to evolving standards, each Bidder must describe its solution’s ability to adapt to or to</p>	<p>Apple is committed to providing ongoing improvements to the project. The core operating system includes maintenance, providing the MLTI with access to the latest versions of the operating system for the proposed Macs throughout the term of the contract.</p> <p>In addition to providing updated versions of our core operating system, Apple will provide</p>



RFP Requirement	Apple Response
<p>incorporate improved technology. Fully describe how you would identify progressions in technology and integrate them into products previously installed at customer sites. Examples might be incorporation of an emerging wireless standard or upgrades to the core operating system and application software.</p>	<p>appropriate upgraded versions of Apple’s iLife and iWork suites in our per seat cost.</p> <p>Apple is a leader in the technology industry and incorporates industry-standard technologies and features. Our products and services are able to adapt to evolving technology.</p>
<p>The Department is seeking a solution that adheres to industry standards and open systems architectures as versus proprietary solutions. Each Bidder must identify whether its solution includes proprietary aspects and, if it does, will provide in its proposal a schedule and a plan to the Department for the Provider’s migration to industry standards — or state that it intends to continue pursuing its proprietary approach.</p>	<p>OS X is a proprietary operating systems (as are most commercial operating systems), leveraging industry standard technologies including TCP, UDP, IPv4, IPv6, HTTP, HTTPS, SSL, TLS, 802.1X, Bonjour (zeroconf), IPsec, PPTP, L2TP, DNS, IMAP, SMTP, XML, PDF and ePub. By leveraging these standards and architectures, the Department can serve multiple platforms and our devices can interoperate with many other platforms.</p> <p>iCloud is a proprietary platform. Apple does not disclose information regarding its future products and services.</p>



## SECTION III – COST PROPOSAL (ALTERNATE PROPOSAL)

### Appendix B – Cost Proposal Form

**RFP # 201210412**  
**MULTI-STATE LEARNING TECHNOLOGY INITIATIVE**

**Instructions:** Bidders must complete the form below in order to have their proposals considered in this procurement process.

Bidder's Organization Name: Apple Inc.

**Please Note:**

- The participating states and entities involved with this procurement process recognize that costs can vary in accordance with the "commitment" and "readiness" of individual participating entities that are interested in implementing this learning technology program. With that in mind, Bidders are asked to submit tiered pricing, as indicated below. The structure that determines a participant's "tier" is shown on Appendix C.
- Costs for equipping students/teachers with learning technology and associated services must be proposed on a per-seat basis, as shown in Table 1, below.
- It is anticipated that total per-seat participation in this multi-state program will increase throughout the duration of the contracts that result from this RFP. Participating entities seek a discount of the pricing proposed by interested Bidders in Table 1 for every increase of 500,000 seats.
- Costs for setting up a wireless network within a participating school must also be provided on a per-seat basis, but these network costs must be provided separately, on Table 3, below. A state's aforementioned "tier" is irrelevant to its need for a wireless network to support this program, so only one cost figure is required, which would be applicable for all participating entities (on a per-seat basis).
- Table 4 has been provided for Bidders to list "optional features" that has been specified within the RFP (for example, optional "no fault" insurance coverage or Section 6.7).



**RFP # 201210412  
MULTI-STATE LEARNING TECHNOLOGY INITIATIVE**

Table 1 – Student/Teacher Learning Technology Solution Costs

Cost proposed per-seat for <b>Tier 1</b> participants:	<b>\$273.00 per year</b> for 4 years including financing*
* Tier 1 pricing is based on the assumptions provided in Section 5.1.1., Maine School Participation during the 2013-2014 school year. If opt-in levels do not meet these minimum assumptions, prices are subject to change.	
Cost proposed per-seat for <b>Tier 2</b> participants:	<b>\$471 per year</b> for 4 years including financing*
* Tier 2 pricing is based on an opt-in min of 20,000 seats in the 2013-2014 school year with a 20% teacher to student ratio. If opt-in levels do not meet these minimum assumptions, prices are subject to change.	
Cost proposed per-seat for <b>Tier 3</b> participants:	<b>To Be Determined</b>
* Tier 3 pricing will vary by the participating state’s solution and seat count. Apple looks forward to working with participants to determine final price.	

Table 2 – Volume Discount Factor

Percentage discount proposed to Table 1 prices for every 500,000 seats of increased participation:	<b>0%</b>
The Apple solution and price will vary by state based on anticipated volumes.	



Table 3 – School Wireless Network Costs

<p>Cost proposed per-seat for all participants:</p>	<p><b>\$46 per year</b> for 4 years including financing** (for eligible participants**)</p>
<p><b>**Eligibility to receive Apple's MLTI Wireless Network</b></p> <p>In order for a school to be eligible for an upgraded wireless network as part of Apple's solution, ALL of the following conditions and requirements must be met:</p> <ul style="list-style-type: none"> <li>• The school must be eligible for MLTI from the Maine DOE, i.e. is a Middle School or High School covered by the MLTI funding program as defined in the RFP;</li> <li>• The school must have had a network installed by Apple as part of the previous Apple MLTI program in 2009;</li> <li>• The school must purchase Apple's device solution;</li> <li>• The school must opt-in for a minimum of 50% of the students in a building and a minimum of 50 seats; and</li> <li>• The school must opt-in during the first year of the program and by the same deadline the DOE will establish for the Middle schools.</li> </ul> <p>For schools that do not meet these requirements, or opt-in after the initial Year 1 opt-in period, Apple will work directly with the school to design and price a solution, leveraging Apple's providers.</p> <p>Pricing is based on the assumptions provided in Section 5.1.1., Maine School Participation. If opt-in levels do not meet these minimum assumptions, prices are subject to change.</p> <p>Please refer to Section 17 ("Your Option at End of Lease") of the Master Lease Agreements in Apple's Terms of Agreement for Capital and Fair Market Value Lease end-of-term options.</p>	



Table 4 – Optional Features\*

MD199LL/A	Apple TV	\$99.00
H9139VC/A	Kanex ATV Pro HDMI to VGA Adapter with Audio	\$59.95
MC838ZM/B	HDMI to HDMI Cable	\$19.00
MD827LL/A	Earpods with Remote and Mic	\$29.00
MB572Z/B	Mini DisplayPort to VGA Adapter	\$29.00
MB570Z/B	Mini DisplayPort to DVI Adapter	\$29.00
MB571Z/A	Mini DisplayPort to Dual-Link DVI Adapter	\$99.00
HA342ZM/A	Belkin Mini DisplayPort to HDMI Adapter	\$34.95
MC704ZM/A	Apple USB Ethernet Adapter	\$29.00
MD463ZM/A	Thunderbolt to Gigabit Ethernet Adapter	\$29.00
MD464ZM/A	Apple Thunderbolt to FireWire Adapter	\$29.00
MD592LL/A	Apple 45W MagSafe 2 Power Adapter (MacBook Air)	\$79.00
TBD	NoteShare (4-year includes support/maintenance)	\$21.50
TBD	Mathematica (4-year includes support/maintenance)	\$12.15
H1379LL/A	Computrace Complete (Academic) 4 YR	\$136.95

\*Pricing and availability for optional products are variable and subject to change.



## SECTION IV – ECONOMIC IMPACT

### Maine Information

Apple and Maine enjoy a strong economic partnership in areas ranging from direct and indirect employment to sales and corporate income tax remissions. Further, Apple has developed strong partnerships in the mobile space with many of Maine's leading employers and entrepreneurs with our products broadly deployed.

Apple has numerous vendors and subcontractors in Maine. For the MLTI, our primary subcontractor is Bell Techlogix, Inc. Bell operates our Maine Learning Technology Initiative computer repair depot, located in Westbrook, Maine. Bell currently employs ten people at the Westbrook facility.

The following data is specific to the State of Maine and refers to Apple's fiscal year, concluded September 29, 2012:

**\$3,570,332** Sales Taxes Remitted in Maine  
**\$1,722,569** Corporate Income Taxes Paid in Maine

The following data is current as of December 18, 2012:

**109** Total Apple Employees in Maine  
**75** Full-Time Apple Employees in Maine  
**34** Half-Time Apple Employees in Maine  
**92** Full-Time Equivalent in Maine

### National Information

The number of Apple jobs based in the U.S. has more than quadrupled over the past decade, from less than 10,000 employees in 2002 to more than 50,250 today across all 50 states. Apple created 5,000 U.S. jobs in 2012 alone. In addition, our vendors employ more than 50,000 people directly supporting Apple.

#### The App Economy

With more than 775,000 apps and more than 40 billion downloads in just over four years (including nearly 20 billion in 2012 alone), the App Store has created an entirely new industry – iOS app design and development. The app revolution has added more than 291,250 iOS jobs to the U.S. economy since the introduction of iPhone in 2007 and developers have been paid more than seven billion dollars by Apple.

#### U.S.-Based Customer Support

While many companies locate their technical support call centers overseas to save money, Apple decided to keep our call centers in the U.S. with the vast majority of our customer support calls handled by U.S. employees.

#### U.S. Corporate Income Tax and State and Local Sales Tax

In fiscal 2012, Apple paid 1 out of every 40 dollars in corporate income taxes collected by the U.S. government. Apple collects and remits sales tax in all applicable jurisdictions regardless of physical nexus.



## APPENDIX G – ADDITIONAL FORMS

### Staff Experience with Similar Projects

Apple Inc.

Employee Name Tara Maker

Employee Position Account Executive

Name of Client State of Maine, Maine Learning Technology Initiative

Type of Entity:  Gov't  School  Non-profit  For-Profit Private Sector

1. Approximate number of users on the client's system: 75,000

2. Approximate dates of engagement: From 2002 To Present

3. Describe the purpose and objectives of work.

The Maine Learning Technology Initiative (MLTI) seeks to provide professional development and 21st Century tools to middle and high school students and teachers to support the attainment of the Maine state standards, the Maine Learning Results.

4. Describe the nature of work performed.

Rollout, integration, management, and maintenance of 75,000 Apple MacBooks and wireless networks deployed in a 1:1 Learning environment in 350 middle and high schools across the State of Maine.

5. Describe the employee's role relative to this client's project.

Tara has worked with schools in Maine for over 20 years representing Apple in the education market. As the Account Manager for the Maine DOE she works closely with the local project team providing sales support when needed, interfacing with school leadership, communicating and consulting with customers, and ensuring execution of our contract always with a focus on the highest level of customer satisfaction.

6. Describe the employee's role relative to this RFP.

As the Account Manager for K12 Schools in Maine, Tara will continue to provide oversight of all aspects of the project. Initially her primary role will be interfacing with school leadership to help them understand the value of the solution from Apple and ultimately increase participation in the program.

Current Supervisor's Name: Steve Johnson Phone Number: (508) 842-2698

Project Supervisor's Name\*: Steve Johnson Phone Number: (508) 842-2698

\* Name of supervisor(s) while working on the above Client project.



Employee Name Douglas Snow

Employee Position Senior Program Manager

Name of Client State of Maine, Maine Learning Technology Initiative

Type of Entity:  Gov't  School  Non-profit  For-Profit Private Sector

1. Approximate number of users on the client's system: 75,000

2. Approximate dates of engagement: From January 2002 To July 2013

3. Describe the purpose and objectives of work.

Oversight of all aspects of negotiation, planning, implementation, support, professional development and communication associated with the Maine Learning Technology Initiative. Working with the Maine Department of Education to rollout, integrate, manage, and maintain 75,000 Apple MacBooks and wireless networks deployed in a 1:1 learning environment in 350 Maine middle and high schools.

4. Describe the nature of work performed.

Douglas has been providing direction to all phases of planning, costing, requirement building, infrastructure assessment and wireless network implementation, professional development oversight and delivery, marketing and communications and support. Douglas has served as the Apple primary point of contact and "one throat to choke" resource on the Apple Project Team in Maine since the initial planning phases in 2002.

5. Describe the employee's role relative to this client's project.

Senior Program Manager for the Maine Learning Technology Initiative. Douglas has provided oversight of all aspects of negotiation, planning, implementation, support, professional development and communication associated with the Maine Learning Technology Initiative since the project began in 2002.

6. Describe the employee's role relative to this RFP.

Douglas will serve as the Senior Program Manager and will oversee all aspects of implementation for this project as part of the initial startup and for the years moving forward. He will assemble a highly skilled team to support the initial implementation as well as the continuing phases of the Multi-State Learning Technology Initiative.

Current Supervisor's Name: Rich Flewelling Phone Number: 312 902-7363

Project Supervisor's Name\*: Rich Flewelling Phone Number: 312 902-7363

\* Name of supervisor(s) while working on the above Client project.



Employee Name Bret King

Employee Position Project Manager

Name of Client State of Maine, Maine Learning Technology Initiative

Type of Entity:  Gov't  School  Non-profit  For-Profit Private Sector

1. Approximate number of users on the client's system: 75,000

2. Approximate dates of engagement: From January 2009 To July 2013

3. Describe the purpose and objectives of work.

Working with the Maine Department of Education to rollout, integrate, manage, and maintain 75,000 Apple MacBooks and wireless networks deployed in a 1:1 learning environment in 350 Maine middle and high schools.

4. Describe the nature of work performed.

Project includes managing the statewide rollout, subsequent software images, repair at a local depot, supporting the wireless network implementations, and managing assets and the asset management system.

5. Describe the employee's role relative to this client's project.

Project Manager for the Maine Learning Technology Initiative.

6. Describe the employee's role relative to this RFP.

Project Manager for sub sections of the RFP response, contributor to subsections of this RFP response, and directly responsible individual for other subsections of this RFP response.

Current Supervisor's Name: Douglas Snow Phone Number: 207 688-4501

Project Supervisor's Name\*: Douglas Snow Phone Number: 207 688-4501

\* Name of supervisor(s) while working on the above Client project.



Employee Name       **Brian Martin**        
 Employee Position       AppleCare Strategic Account Manager        
 Name of Client       State of Maine, Maine Learning Technology Initiative      

Type of Entity:     Gov't     School     Non-profit     For-Profit Private Sector

1. Approximate number of users on the client's system:       75,000      

2. Approximate dates of engagement:    From       May 2005          To       Present      

3. Describe the purpose and objectives of work.

Manage the AppleCare service and support strategy for the 1:1 solution in the State of Maine (MLTI).

4. Describe the nature of work performed.

Ensure AppleCare is meeting the service goals and requirements of the MLTI project.

5. Describe the employee's role relative to this client's project.

Nine year Apple employee sent as a local resource to assist in managing service and support of the MLTI project. Duties include addressing support escalations, local depot/project office liaison, documentation and reporting.

6. Describe the employee's role relative to this RFP.

Support the AppleCare team to ensure the service strategy and goals set forth in this RFP are met.

Current Supervisor's Name:       Brian White          Phone Number:       512 674-8574      

Project Supervisor's Name\*:       Douglas Snow          Phone Number:       207 688-4501      

\* Name of supervisor(s) while working on the above Client project.



Employee Name Rae Niles  
Employee Position Apple Professional Development Manager  
Name of Client Boston Public Schools

Type of Entity:  Gov't  School  Non-profit  For-Profit Private Sector

1. Approximate number of users on the client's system: 5,000+ teachers

2. Approximate dates of engagement: From November 2008 To April 2012

3. Describe the purpose and objectives of work.

The overall objective of the project was to increase the capacity and sustainability of the use of Apple technology in the teaching and learning environment in Boston Public Schools through a Leadership Cadre Professional Development Model.

4. Describe the nature of work performed.

Participants from each building included the building principal, a technology integration specialist or curriculum support person, and a classroom teacher. Participants from 6 buildings were clustered to form one Leadership Cadre. Each cadre member committed to 8 days of professional development throughout the school year. There were 18-20 different schools and district curriculum departments involved in the project annually. Responsibility for overall design and delivery of the professional development was shared jointly between Apple Professional Development and the Boston Public School OIIT Office.

5. Describe the employee's role relative to this client's project.

Rae designed and delivered the professional development delivered multiple times by Apple for each cadre during the year.

6. Describe the employee's role relative to this RFP.

Rae will collaborate with the MLTI Senior Program Manager to ensure APD delivery is congruent with the directives identified in the RFP. In conjunction with the MLTI Senior Program Manager, Rae will also oversee the delivery of the initial PD outlined in this proposal.

Current Supervisor's Name: Stephanie Carullo Phone Number: 408-862-5560

Project Supervisor's Name\*: Gerry Smith Phone Number: (905) 335-0810

\* Name of supervisor(s) while working on the above Client project.



Employee Name Lindsey Farnham

Employee Position Professional Development Specialist

Name of Client State of Maine, Maine Learning Technology Initiative

Type of Entity:  Gov't  School  Non-profit  For-Profit Private Sector

1. Approximate number of users on the client's system: 75,000

2. Approximate dates of engagement: From 2012 To Present

3. Describe the purpose and objectives of work.

Collaborating with MLTI to support users of Apple MacBooks in Maine's statewide 1:1 deployment. Providing a broad variety of professional development offerings such as face to face sessions, synchronous and asynchronous webinars, and other online resources. All offerings are designed using the TPCK and SAMR models as well as relate to State Standards. Offering ongoing support for educators in all areas of teaching and learning.

4. Describe the nature of work performed.

Designing and delivering professional development across the state. Working in direct collaboration with the Maine Department of Education to ensure alignment of goals and objectives of the Maine Learning Technology Initiative.

5. Describe the employee's role relative to this client's project.

Lindsey designed, collaborated, and delivered professional development sessions to all learners (students, teachers, administrators) throughout the state of Maine providing support to increase the capacity and sustainability of the statewide 1:1 deployment.

6. Describe the employee's role relative to this RFP.

Lindsey will serve as a Professional Development Specialist.

Current Supervisor's Name: Douglas Snow Phone Number: (207)688-4501

Project Supervisor's Name\*: Douglas Snow Phone Number: (207)688-4501

\* Name of supervisor(s) while working on the above Client project.



Employee Name Timothy Hart

Employee Position Professional Development Specialist

Name of Client State of Maine, Maine Learning Technology Initiative

Type of Entity:  Gov't  School  Non-profit  For-Profit Private Sector

1. Approximate number of users on the client's system: 75,000

2. Approximate dates of engagement: From 2010 To Present

3. Describe the purpose and objectives of work.

Collaborating with MLTI to support users of Apple MacBooks in Maine's statewide 1:1 deployment. Providing a broad variety of professional development offerings such as face to face sessions, synchronous and asynchronous webinars, and other online resources. All offerings are designed using the TPCK and SAMR models as well as relate to State Standards. Offering ongoing support for educators in all areas of teaching and learning.

4. Describe the nature of work performed.

Designing and delivering professional development across the state. Working in direct collaboration with the Maine Department of Education to ensure alignment of goals and objectives of the Maine Learning Technology Initiative.

5. Describe the employee's role relative to this client's project.

Tim designed, collaborated, and delivered professional development sessions to all learners (students, teachers, administrators) throughout the state of Maine providing support to increase the capacity and sustainability of the statewide 1:1 deployment.

6. Describe the employee's role relative to this RFP.

Tim will serve as a Professional Development Specialist.

Current Supervisor's Name: Douglas Snow Phone Number: (207)688-4501

Project Supervisor's Name\*: Douglas Snow Phone Number: (207)688-4501

\* Name of supervisor(s) while working on the above Client project.



Employee Name Ann Marie Quirion Hutton

Employee Position Professional Development

Name of Client State of Maine, Maine Learning Technology Initiative

Type of Entity:  Gov't  School  Non-profit  For-Profit Private Sector

1. Approximate number of users on the client's system: 75,000

2. Approximate dates of engagement: From 9/1/2009 To Present

3. Describe the purpose and objectives of work.

Collaborating with MLTI to support users of Apple MacBooks in Maine's statewide 1:1 deployment. Providing a broad variety of professional development offerings such as face to face sessions, synchronous and asynchronous webinars, and other online resources. All offerings are designed using the TPCK and SAMR models as well as relate to State Standards. Offering ongoing support for educators in all areas of teaching and learning.

4. Describe the nature of work performed.

Designing and delivering professional development across the state. Working in direct collaboration with the Maine Department Of Education to ensure alignment of goals and objectives of the Maine Learning Technology Initiative.

5. Describe the employee's role relative to this client's project.

Ann Marie designed, collaborated, and delivered professional development sessions to all learners (students, teachers, administrators) throughout the state of Maine providing support to increase the capacity and sustainability of the statewide 1:1 deployment.

6. Describe the employee's role relative to this RFP.

Ann Marie will serve as a Professional Development Specialist.

Current Supervisor's Name: Douglas Snow Phone Number: 207-688-4501

Project Supervisor's Name\*: Douglas Snow Phone Number: 207-688-4501

\* Name of supervisor(s) while working on the above Client project.



Employee Name Mary B. Callan

Employee Position Professional Development Specialist

Name of Client State of Maine, Maine Learning Technology Initiative

Type of Entity:  Gov't  School  Non-profit  For-Profit Private Sector

1. Approximate number of users on the client's system: 75,000

2. Approximate dates of engagement: From 2012 To Present

3. Describe the purpose and objectives of work.

Collaborating with MLTI to support users of Apple MacBooks in Maine's statewide 1:1 deployment. Providing a broad variety of professional development offerings such as face-to-face sessions, synchronous and asynchronous webinars, and other online resources. All offerings are designed using the TPCK and SAMR models as well as relate to State Standards. Offering ongoing support for educators in all areas of teaching and learning.

4. Describe the nature of work performed.

Designing and delivering professional development across the state. Working in direct collaboration with the Maine Department of Education to ensure alignment of goals and objectives of the Maine Learning Technology Initiative.

5. Describe the employee's role relative to this client's project.

Mary designed, collaborated, and delivered professional development sessions to all learners (students, teachers, administrators) throughout the state of Maine providing support to increase the capacity and sustainability of the statewide 1:1 deployment.

6. Describe the employee's role relative to this RFP.

Mary will serve as a Professional Development Specialist.

Current Supervisor's Name: Douglas Snow Phone Number: 207-688-4501

Project Supervisor's Name\*: Douglas Snow Phone Number: 207-688-4501

\* Name of supervisor(s) while working on the above Client project.



Employee Name Jonathan Carr

Employee Position Project Engineer

Name of Client State of Maine, Maine Learning Technology Initiative

Type of Entity:  Gov't  School  Non-profit  For-Profit Private Sector

1. Approximate number of users on the client's system: 75,000

2. Approximate dates of engagement: From April 2008 To Present

3. Describe the purpose and objectives of work.

The Maine Learning Technology Initiative (MLTI) seeks to provide professional development and 21st Century tools to middle and high schools to support the attainment of the Maine state standards, the Maine Learning Results.

4. Describe the nature of work performed.

Solution design, project management and support for MLTI

5. Describe the employee's role relative to this client's project.

Solution design, support and technical professional development for MLTI.

6. Describe the employee's role relative to this RFP.

Solution design, support and technical professional development.

Current Supervisor's Name: Tim McNulty Phone Number: 262 290-8518

Project Supervisor's Name\*: Douglas Snow Phone Number: 207 688-4501

\* Name of supervisor(s) while working on the above Client project.



Employee Name Wayne Treadwell

Employee Position Technical Services Consultant

Name of Client State of Maine, Maine Learning Technology Initiative

Type of Entity:  Gov't  School  Non-profit  For-Profit Private Sector

1. Approximate number of users on the client's system: 75,000

2. Approximate dates of engagement: From July 2008 To Present

3. Describe the purpose and objectives of work.

The Maine Learning Technology Initiative (MLTI) seeks to provide professional development and 21st Century tools to middle and high schools to support the attainment of the Maine state standards, the Maine Learning Results.

4. Describe the nature of work performed.

Solution design, project management and support for MLTI.

5. Describe the employee's role relative to this client's project.

Solution design, support and technical professional development.

6. Describe the employee's role relative to this RFP.

MLTI project support for wireless networks, image creation, server maintenance, and technical professional development.

Current Supervisor's Name: Tim McNulty Phone Number: 262 408-5149

Project Supervisor's Name\*: Douglas Snow Phone Number: 207 688-4501

\* Name of supervisor(s) while working on the above Client project.



Employee Name Curtis Armstrong

Employee Position Professional Services Consultant

Name of Client State of Maine, Maine Learning Technology Initiative

Type of Entity:  Gov't  School  Non-profit  For-Profit Private Sector

1. Approximate number of users on the client's system: 75,000

2. Approximate dates of engagement: From July 2007 To Present

3. Describe the purpose and objectives of work.

Working with the Maine Department of Education and Apple Project Team to rollout, integrate, manage, and maintain 75,000 Apple MacBooks and wireless networks deployed in a 1:1 learning environment in 350 Maine middle and high schools.

4. Describe the nature of work performed.

Providing logistical and engineering support for Maine's 1to1 deployment. Responsibilities include support in all areas of the deployment including pre-deployment data collection and integrity, delivery logistics, image development and testing, technical training of school IT staff, and ongoing data management around project deliverables.

5. Describe the employee's role relative to this client's project.

Professional Services support for the Maine Learning Technology Initiative.

6. Describe the employee's role relative to this RFP.

This role will provide school-based device management and support trainings, engineering and project management team support and professional development team logistics and scheduling. This role will also be responsible for developing internal and customer-facing databases and for data management within the statewide asset manager.

Current Supervisor's Name: Douglas Snow Phone Number: 207-688-4501

Project Supervisor's Name\*: Douglas Snow Phone Number: 207-688-4501

\* Name of supervisor(s) while working on the above Client project.



Employee Name Jim Moulton

Employee Position K-12 Development Executive

Name of Client State of Maine, Maine Learning Technology Initiative

Type of Entity:  Gov't  School  Non-profit  For-Profit Private Sector

7. Approximate number of users on the client's system: 75,000

8. Approximate dates of engagement: From September 2009 To Present

9. Describe the purpose and objectives of work.

To support Maine's goals of Equity, Integration with the Learning Results, Sustainability, Teacher Preparation and Professional Development, and Economic Development through the implementation of the Maine Learning Technology Initiative

10. Describe the nature of work performed.

Jim has worked on the Professional Development team for both teachers and leadership, as well as to share stories of MLTI. He has played a major role in the design, development, and delivery of the annual MLTI Student Conference.

11. Describe the employee's role relative to this client's project.

PD Specialist and K-12 Development Executive

12. Describe the employee's role relative to this RFP.

K-12 Development Executive

Current Supervisor's Name: Mark Benno Phone Number: 813 765-3754

Project Supervisor's Name\*: Brent Frey Phone Number: 717 938-4572

\* Name of supervisor(s) while working on the above Client project.



Employee Name Steve Johnson

Employee Position New England Region Manager

Name of Client State of Maine, Maine Learning Technology Initiative

Type of Entity:  Gov't  School  Non-profit  For-Profit Private Sector

1. Approximate number of users on the client's system: 75,000

2. Approximate dates of engagement: From 2002 To Present

3. Describe the purpose and objectives of work.

The Maine Learning Technology Initiative (MLTI) seeks to provide professional development and 21st Century tools to middle and high schools to support the attainment of the Maine state standards, the Maine Learning Results.

4. Describe the nature of work performed.

Rollout, integration, management, and maintenance of 75,000 Apple MacBooks and wireless networks deployed in a 1:1 learning environment in 350 Maine middle and high schools.

5. Describe the employee's role relative to this client's project.

Provide local Apple management presence to ensure execution of our contract; interface with Maine DOE personnel and Maine K12 school and leadership, and assure high levels of customer satisfaction.

6. Describe the employee's role relative to this RFP.

See above.

Current Supervisor's Name: Monte Rector Phone Number: (972) 979-9869

Project Supervisor's Name\*: Monte Rector Phone Number: (972) 979-9869

\* Name of supervisor(s) while working on the above Client project.



Bell Techlogix, Inc.

Employee Name Douglass R. Mallio

Employee Position Sr. Systems Engineer

Name of Client General Dynamics

Type of Entity:  Gov't  School  Non-profit  For-Profit Private Sector

1. Approximate number of users on the client's system: 1000+

2. Approximate dates of engagement: From June 2008 To March 2010

3. Describe the purpose and objectives of work.  
Design and deploy distributed secure open-air network. The solution needed to be quick to deploy, highly redundant, and reasonably portable.

4. Describe the nature of work performed.

- Worked as technical advisor during creation of the original SOW (in response to the RFP)
- Configuration of the WAPs, primary access controller, and back up access controllers. (Both in a 6500 series Cisco switch)
- Design included WAPs, a series of RAPs and several dedicated point to point laser arrays for tight band high security data.
- The design deployed tiered levels of wireless security throughout the coverage area.
- Additional duties included endurance testing of the equipment, meant time between failure and spare calculations.
- Heavy security penetration testing for the design was down both by internal staff and a contracted external vendor.

5. Describe the employee's role relative to this client's project.  
Principal Systems Engineer, Security Engineer

6. Describe the employee's role relative to this RFP.  
Subject Matter Expert/Design/Configuration/Support Engineer

Current Supervisor's Name: Todd Brown Phone Number: 765-749-0319

Project Supervisor's Name\*: Todd Brown Phone Number: 765-749-0319

\* Name of supervisor(s) while working on the above Client project.



Employee Name Douglass R. Mallio

Employee Position Sr. System Engineer

Name of Client Teksystems

Type of Entity:  Gov't  School  Non-profit  For-Profit Private Sector

1. Approximate number of users on the client's system: 350+

2. Approximate dates of engagement: From August 2012 To November 2012

3. Describe the purpose and objectives of work.  
 Large scale network upgrade of the factory in Greensburg.

4. Describe the nature of work performed.

- Replacement of over 100 WAPs and RAPs, including configuration.
- Replacement of legacy access controllers. Full Site survey and re-design of coverage.
- Design changes to improve redundancy

5. Describe the employee's role relative to this client's project.  
 Contracted network project lead and lead Systems Engineer

6. Describe the employee's role relative to this RFP.  
 Subject Matter Expert/Design/Configuration/Support Engineer

Current Supervisor's Name: Todd Brown Phone Number: 765-749-0319

Project Supervisor's Name\*: Todd Brown Phone Number: 765-749-0319

\* Name of supervisor(s) while working on the above Client project.



Employee Name Steve Mullins

Employee Position Sr. System Engineer

Name of Client Eli Lilly and Company

Type of Entity:  Gov't  School  Non-profit  For-Profit Private Sector

1. Approximate number of users on the client's system: 1,800

2. Approximate dates of engagement: From June 2006 To October 2006

3. Describe the purpose and objectives of work.

Deploy Wireless to support Manufacturing, Quality and Administration functions

4. Describe the nature of work performed.

Design and deploy and qualify Access points and controllers for across 100+ sites worldwide

5. Describe the employee's role relative to this client's project.

Architect and Engineer

6. Describe the employee's role relative to this RFP.

Infrastructure Engineer / Architect

Current Supervisor's Name: Todd Brown Phone Number: 765-749-0319

Project Supervisor's Name\*: Todd Brown Phone Number: 765-749-0319

\* Name of supervisor(s) while working on the above Client project.



Employee Name Phil Doughty

Employee Position Depot Program Manager

Name of Client State of Maine, Maine Learning Technology Initiative

Type of Entity:  Gov't  School  Non-profit  For-Profit Private Sector

7. Approximate number of users on the client's system: 320+

8. Approximate dates of engagement: From June 2009 To December 2009

9. Describe the purpose and objectives of work.

Wireless network installation across Maine Middle Schools and High Schools (opt-in)

10. Describe the nature of work performed.

- 236+ Site Surveys and 337 schools
- Deployment Included:
  - Cisco solution
  - 337 Controllers
  - 800+ switches
  - 4,400+ Access Points
- 6-month implementation schedule
- Wiring management
  - 806 total closets
  - 528 required a run to the MDF
  - 278 used an existing run to the MDF

11. Describe the employee's role relative to this client's project.

Implementation Team Lead and engineer

12. Describe the employee's role relative to this RFP.

Program/Project Manager

Current Supervisor's Name: Todd Brown Phone Number: 765-749-0319

Project Supervisor's Name\*: Todd Brown Phone Number: 765-749-0319

\* Name of supervisor(s) while working on the above Client project.



## Portable Computing Device Specifications Summary

Student Device: 11-inch MacBook Air (MD224LL/A)

### Network Connectivity

Wireless Type	802.11n Wi-Fi wireless networking; IEEE 802.11a/b/g compatible; Bluetooth 4.0 wireless technology	Speed	Up to 300 Mbps
Wired Type	Optional USB or Thunderbolt Adapter	Speed	100 Mbps (USB); 1 Gbps (Thunderbolt)
Modem Type	None	Speed	N/A

### Portable Device(s)

Chip Manufacturer	Apple	Processor Speed	1.7 GHz
Chip Manufacturer	Intel	Chip Type	Core i5 (Turbo Boost up to 2.6GHz) with 3MB shared L3 cache

### Random Access Memory

Chip Type	1600 MHz DDR3L onboard memory	Capacity	4GB
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### Data

	Type	Capacity	Speed
Mass Storage	SSD	128GB	Not Specified
Optical Drive	None	N/A	N/A
Removable Media	Two USB 3.0 ports; one Thunderbolt Port	N/A	N/A

### Audio Subsystem

Chipset Manufacturer	Not Specified	Model	Not Specified
Audio in Type(s)	Omnidirectional microphone; support for optional USB microphones; support for headset with remote and microphone via 1/8" stereo headphone minijack; Bluetooth		



Audio out Type(s) Built-in stereo speakers; 1/8" Stereo Headphone minijack; Bluetooth

### Video Subsystem

Chipset Manufacturer Intel Model HD Graphics 4000  
VRAM Capacity 384MB Shared DDR3L Ext Output Type Native Mini DisplayPort Output

### Monitor Display

Display Size 11.6 inch (Diagonal) Characteristics LED-backlit glossy widescreen display with support for millions of colors  
Resolution 1366 x 768 (native)  
1152x820 and 1024x640 (16:10 ratios)  
1024x768 and 800x600 (4:3 ratios)

### Input

Keyboard Type Integrated Size Full-size; 78 keys  
Pointing Device (check all that apply)  
Touchpad  Accutrack   
Roller Ball  External Mouse  Optional (USB or Bluetooth)  
Other  Explain Multi-Touch trackpad for precise cursor control; supports inertial scrolling, pinch, rotate, swipe, three-finger swipe, four-finger swipe, tap, double- tap, and drag capabilities

### Battery

Type 35-watt-hour lithium-polymer Duration Up to 5 hours wireless web; Up to 30 days standby time  
Method of Charging 45 Watt MagSafe 2 Power Adapter Spare battery (Y/N) None

### Power Supply/Battery Charger



Integrated (Y/N) Y (Power Supply)

Separate (Y/N) Y (Charger)

### Alternate Power Source

None specified.

### Dimensions

Weight – Device only 2.38 pounds      Size Height: 0.11-0.68 inch; width: 11.8 inches; depth: 7.56 inches

### Carry Weight with Power Supply, Power Cord, required accessories and Carrying Case

The complete carry weight with carrying case, power adapter, and 11-inch MacBook Air is between 4 and 4.5 lbs.

### Accessories

45W MagSafe 2 Power Adapter, AC wall plug, and power cord

### Ruggedness

Fully describe features of all components (to include but not be limited to keyboard, laptop case, etc.) designed to withstand extensive use and possible abuse by students.

#### MagSafe connector

A magnetic, instead of a physical connection for the power adapters, allows the power cord to break cleanly away should someone happen to trip on the power cord. This protects the system from drops and safeguards valuable data and media.

#### Latchless design

MacBook Air opens and closes simply and easily without the need for a latching mechanism that could easily break with heavy use.

#### Keyboard design

MacBook Air features a full-size keyboard that is extremely comfortable to type on for small or big hands. The unique design, originally pioneered with the MacBook, fully integrates the keyboard into the design from inside the enclosure. The resulting keyboard is firm, responsive to the touch, and provides greater support.

#### Durable unibody

The unibody design, originally pioneered with the original MacBook Air, provides a simplified and highly durable structural design with significantly fewer parts and seams, crafted from



a single piece of aluminum. MacBook Air applies the unibody design and manufacturing principles not only to the bottom case, but also to the display housing as well, providing a total unibody design perfect for life in the backpack and life on the go.

### **Flash storage**

MacBook Air is designed entirely around flash storage. Flash storage is perfect for education because it is far superior to traditional hard drives. Not only is it faster — up to 4x faster than traditional 5400rpm hard drives, but it also allows for an “instant-on” experience. When you open the lid, or if the lid is already open, press a button, and MacBook Air is instantly on ready to use for note taking or working on in-class projects. Even more important than the performance provided, Flash has no moving parts, which means that the drives are more reliable than traditional hard drives. As a result, Flash drives require fewer repairs, and with no moving parts there is less risk of losing data when systems are dropped. This also means that there is no need for a “sudden motion sensor” found in the previous MacBook, because there are no hard drive heads to park in an attempt to preserve data on impact.

### **Built-in feet**

Simple but important attention to detail, makes MacBook Air perfect for life in schools. Integrated feet secured from inside the system, guarantee that the feet will stay in place. The rubber surface of the feet ensures that MacBook Air stays in place on a desk while typing, without moving or sliding.

## **Please describe other Portable Device specifications**

N/A



## Teacher Device: 13-inch MacBook Air (MD231LL/A)

### Network Connectivity

Wireless Type	802.11n Wi-Fi wireless networking; IEEE 802.11a/b/g compatible; Bluetooth 4.0 wireless technology	Speed	Up to 300 Mbps
Wired Type	Optional USB or Thunderbolt Adapter	Speed	100 Mbps (USB); 1 Gbps (Thunderbolt)
Modem Type	None	Speed	N/A

### Portable Device(s)

Manufacturer	Apple	Processor Speed	1.8GHz
Chip Manufacturer	Intel	Chip Type	Core i5 (Turbo Boost up to 2.8GHz) with 3MB shared L3 cache

### Random Access Memory

Chip Type	1600 MHz DDR3L onboard memory	Capacity	4GB
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### Data

	Type	Capacity	Speed
Mass Storage	SSD	128GB	Not Specified
Optical Drive	None	N/A	N/A
Removable Media	Two USB 3.0 ports; one Thunderbolt Port; one SD card slot	N/A	N/A

### Audio Subsystem

Chipset Manufacturer	Not Specified	Model	Not Specified
Audio in Type(s)	Omnidirectional microphone; support for optional USB microphones; support for headset with remote and microphone via 1/8" stereo headphone minijack; Bluetooth		
Audio out Type(s)	Built-in stereo speakers; 1/8" Stereo Headphone minijack; Bluetooth		



### Video Subsystem

Chipset Manufacturer	<u>Intel</u>	Model	<u>HD Graphics 4000</u>
VRAM Capacity	<u>384MB Shared DDR3L</u>	Ext Output Type	<u>Native Mini DisplayPort Output</u>

### Monitor Display

Display Size	<u>13.3 inch (Diagonal)</u>	Characteristics	<u>LED-backlit glossy widescreen display with support for millions of colors</u>
Resolution	<u>1440 x 900 (native)</u>		
	<u>1280x800, 1152x820 and 1024x640 (16:10 ratios)</u>		
	<u>1024x768 and 800x600 (4:3 ratios)</u>		

### Input

Keyboard Type	<u>Integrated</u>	Size	<u>Full-size; 78 keys</u>
Pointing Device (check all that apply)			
Touchpad	<u>Accutrack</u>		
Roller Ball	<u>External Mouse</u>		<u>Optional (USB or Bluetooth)</u>
Other	<u>✓</u>	Explain	<u>Multi-Touch trackpad for precise cursor control; supports inertial scrolling, pinch, rotate, swipe, three-finger swipe, four-finger swipe, tap, double-tap, and drag capabilities</u>

### Battery

Type	<u>50-watt-hour lithium-polymer</u>	Duration	<u>Up to 7 hours wireless web; Up to 30 days standby time</u>
Method of Charging	<u>45 Watt MagSafe 2 Power Adapter</u>	Spare battery (Y/N)	<u>None</u>

### Power Supply/Battery Charger



Integrated (Y/N) Y (Power Supply)

Separate (Y/N) Y (Charger)

### Alternate Power Source

None specified.

### Dimensions

Weight – Device only 2.96 pounds      Size Height: 0.11-0.68 inch; width: 12.8 inches; depth: 8.94 inches

### Carry Weight with Power Supply, Power Cord, required accessories and Carrying Case

The complete carry weight with carrying case, power adapter and 13-inch MacBook Air is between 4.5 and 5 pounds.

### Accessories

45W MagSafe 2 Power Adapter, AC wall plug, and power cord

### Ruggedness

Fully describe features of all components (to include but not be limited to keyboard, laptop case, etc.) designed to withstand extensive use and possible abuse by students.

#### MagSafe connector

A magnetic, instead of a physical connection for the power adapters, allows the power cord to break cleanly away should someone happen to trip on the power cord. This protects the system from drops and safeguards valuable data and media.

#### Latchless design

MacBook Air opens and closes simply and easily without the need for a latching mechanism that could easily break with heavy use.

#### Keyboard design

MacBook Air features a full-size keyboard that is extremely comfortable to type on for small or big hands. The unique design, originally pioneered with the MacBook, fully integrates the keyboard into the design from inside the enclosure. The resulting keyboard is firm, responsive to the touch, and provides greater support.

#### Durable unibody

The unibody design, originally pioneered with the original MacBook Air, provides a simplified and highly durable structural design with significantly fewer parts and seams, crafted from a single piece of aluminum. MacBook Air applies the unibody design and manufacturing



principles not only to the bottom case, but also to the display housing as well, providing a total unibody design perfect for life in the backpack and life on the go.

### **Flash storage**

MacBook Air is designed entirely around flash storage. Flash storage is perfect for education because it is far superior to traditional hard drives. Not only is it faster — up to 4x faster than traditional 5400rpm hard drives, but it also allows for an “instant-on” experience. When you open the lid, or if the lid is already open, press a button, and MacBook Air is instantly on ready to use for note taking or working on in-class projects. Even more important than the performance provided, Flash has no moving parts, which means that the drives are more reliable than traditional hard drives. As a result, Flash drives require fewer repairs, and with no moving parts there is less risk of losing data when systems are dropped. This also means that there is no need for a “sudden motion sensor” found in the previous MacBook, because there are no hard drive heads to park in an attempt to preserve data on impact.

### **Built-in feet**

Simple but important attention to detail, makes MacBook Air perfect for life in schools. Integrated feet secured from inside the system, guarantee that the feet will stay in place. The rubber surface of the feet ensures that MacBook Air stays in place on a desk while typing, without moving or sliding.

## **Please describe other Portable Device specifications**

N/A



## Wireless Local Area Network (WLAN) Specifications Summary

Manufacturer Cisco Systems, Inc.

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Wireless Transmission Rate of	*	MB/sec at a range of 50 feet
	*	MB/sec at a range of 100 feet
	*	MB/sec at a range of 200 feet
Maximum Range of	*	feet

*\*Please refer to other WLAN specification responses below.*

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Full disclosure of the capabilities and limitations of the wireless technology proposed must be included such as interference between classrooms, distance and object penetration data, and susceptibility to interference from outside sources.

Please describe the average amount of time in hours per month the system will be down for regular scheduled maintenance. Also describe how maintenance will be accomplished so that the impact on system availability is minimized.

### Apple Response

It is our goal to do all maintenance during off hours, so as to not disturb the learning environment. In the event that maintenance needs to take place during school hours, we will work with schools to minimize the impact to the learning environment.

Maintenance will be accomplished by working with schools to access the system remotely. In cases where this is not possible, we will conduct the work in a way to minimize impact on the learning environment.

Please describe how backup systems will be utilized so that the impact on system availability is minimized.

### Apple Response

Cisco's Wireless LAN Controllers can be deployed in a Stateful Switchover manner. A hot-standby controller maintains communication with the production controller, including Access Point state. In the event of a WLC failure, the host standby controller takes over. The Access Points do not need to re-associate with the controller.



Please describe other WLAN specifications.

### Apple Response

#### Wireless Transmission Rate Details

The Wireless Transmission Rate at a particular range is dependent upon the capabilities of the client, and is negotiated in real time depending on link quality indicator parameters like Signal to Noise Ratio (SNR) and packet loss. A stronger signal results in a higher data rate, and the proposed access points support up to 200 mw (23 dBm) of Total Power, the maximum allowed by FCC regulations for indoor use.

The included access points provide the best experience by offering 3 x 4 multiple-input multiple-output (MIMO) technology with three spatial streams, offering up to 450 Mbps. Each AP will be configured uniquely for its specific, physical location and changing conditions so that clients will transmit and receive data at the highest possible rate for that physical location.

Cisco's unique ClientLink beamforming technology is also used by the proposed access points, in order to maximize the data rate for clients (due to increased SNR and minimized packet loss) at any given distance from the access point. ClientLink, which is used for all 802.11n/a/b/g clients, requires no enhancements or participation from clients for them to fully benefit from it.

- The client's capabilities for the provided devices are:
- 11-inch MacBook Air and 13-inch MacBook Air
  - Two spatial streams providing up to 300 Mbps
  - MCS Index 15 / HD40 / 400ns GI

Please refer to sections 7.2.2., 7.2.3., and 7.2.3.1. for additional details on the solution being provided, including equipment.



## TERMS OF AGREEMENT

State of Maine Department of Education, ME

Request for Proposal #201210412—Multi-State Learning Technology Initiative

### Definitions

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For the purposes of Apple Inc.'s response to this Request for Proposal ("RFP"), the terms below will be defined as follows:

**"Terms of Agreement":** Collectively, any and all documents, agreements, contracts, exceptions, and clarifications referred to in the Terms and Conditions Summary below

**"Bid":** State of Maine Department of Education's RFP #201210412

**"Proposal":** The entirety of Apple's response to State of Maine Department of Education's RFP #201210412

**"Apple":** Apple Inc.

### Terms and Conditions Summary

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Apple's education mission is to transform teaching and learning by providing a personalized learning environment that supports creativity, collaboration, innovation, and critical thinking. Apple is committed to helping learners in every state attain the same degree of success that Maine's students have achieved over the last 10 years through the State's Learning Technology Initiative. Accordingly, Apple is committed to forging fruitful and enduring partnerships with Hawaii, Vermont, and other states that have expressed an interest in leveraging the MLTI model. To that end, following the conclusion of this RFP process, Apple welcomes an opportunity to discuss each state's unique technology needs and proposes utilizing its existing contractual relationships with such states. Given the above, Apple's Proposal specifically addresses the Maine Department of Education's ("Department") initiative and does not contemplate a multi-state contract. Apple expects that upon bid award, the resultant contract will be the negotiated State of Maine Department of Education Agreement to Purchase Services ("Education Agreement") with certain mutually agreed-upon NASPO terms incorporated into such resultant contract.

Apple agrees to furnish products and services to the Department in accordance with the terms and conditions of:

- The resultant Agreement negotiated with the Department as a result of bid award;
- The attached Master Lease Agreements;
- The attached Professional Services Agreement;
- The attached iTunes U Content/Services Agreement – Please note that program participation is subject to eligibility based on an online approval process;
- The attached Security Compliance Addendum;



- The attached Software Solution Installation Agreement;
- The Volume Purchase Program terms and conditions which can be found at [www.apple.com/legal/itunes/volume/us/terms.html#VOLUME](http://www.apple.com/legal/itunes/volume/us/terms.html#VOLUME);
- iCloud terms and conditions which can be found at [www.apple.com/legal/icloud/en/terms.html](http://www.apple.com/legal/icloud/en/terms.html);
- The attached Hardware Loan Agreement; and
- Apple's exceptions and clarifications

The terms and conditions of Apple's Proposal and these Terms of Agreement shall supersede any terms and conditions set forth in this Bid. No other terms and conditions shall have any force or effect.

Apple will accept purchase order(s) provided, however, that the sole purpose of such purchase order(s) shall be to provide information needed to complete the order process and the preprinted terms of such purchase order(s) shall be of no force or effect.

The submission of a purchase order to Apple for the products and/or services offered in this Proposal shall constitute full and binding acceptance of the Proposal and these Terms of Agreement.

Apple's Proposal is valid for 180 days from the date of submission.

Please note that all products sold by Apple are subject to availability. Apple makes every effort to deliver orders in a timely manner, but cannot be held liable for or guarantee delivery dates.



## Exceptions and Clarifications

Words/phrases in **bold** are to be added; those ~~stricken through~~ are to be deleted.

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**Provision:** Page 11 - Part I, Introduction - Section B, General Provisions - Section 3 (Evaluation of proposals/publicly available information; bid validity period)

**Response:** Apple accepts this provision with the following clarification: "Bidders shall take careful note that in evaluating a proposal submitted in response to this RFP, the Sourcing Team will consider materials provided in the proposal, information obtained through interviews/presentations (if any), and internal Departmental information of previous contract history with the Bidder (if any). The Sourcing Team also reserves the right to consider other reliable references and publicly available information available in evaluating a Bidder's experience and capabilities. The proposal shall be signed by a person authorized to legally bind the Bidder and shall contain a statement that the proposal and the pricing contained therein **for the products and services clearly specified**, will remain valid and binding for a period of 180 days from the date and time of the bid opening."

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**Provision:** Page 11 – Part I, Introduction – Section B, General Provisions - Section 8 (State differences in 1:1 implementation/requirements)

**Response:** Apple respectfully takes exception to this provision, requests that it be stricken in its entirety, and responds with the following: "Apple expects that upon bid award, the resultant contract will be the negotiated Education Agreement with certain mutually agreed-upon NASPO terms incorporated into such resultant contract."

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**Provision:** Page 12 – Part I, Introduction – Section C, Eligibility to Submit Proposals and Alternate Proposals – 1<sup>st</sup> paragraph (Prime Bidder Responsibilities, Alternate Proposals)

**Response:** Apple accepts this provision with the following clarification: "Public agencies, private for-profit companies, and non-profit companies and institutions are invited to submit proposals in response to this Request for Proposals. The Sourcing Team recognizes that no single entity is likely capable of fulfilling the entirety of the needs as described in this RFP, and encourages partnerships and consortia of entities to work together to respond to this RFP. Each proposal, however, must clearly identify a prime Bidder. The prime Bidder will be responsible for providing all deliverables as defined by the ~~resulting contract according to the terms and conditions as set forth in~~ of the resulting contract **negotiated by the parties as a result of bid award**."

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**Provision:** Page 13 – Part I, Introduction – Section F, Contract Term

**Response:** Apple accepts this provision with the following clarification, with the revised provision incorporated into the contract negotiated with the Department as a result of bid award: "The Sourcing Team is seeking a cost-efficient proposal to provide services, as defined in this RFP, for the anticipated contract period defined in the table below. Please note that the dates below are estimated and may be adjusted as necessary in order to comply with all procedural requirements associated with this RFP and the contracting process of ~~each participating state~~ **the Department and Provider**. The actual contract start date will be established by a completed and approved **negotiated** contract."



Contract Renewal: Following an initial four-year term of the ~~Master Price negotiated~~ Agreement ~~between the Department and Provider, the Sourcing Team~~ **both parties** may opt to renew the Agreement **in writing** for six renewal periods of one year each, subject to satisfactory performance **of the parties**. This creates a possible grand total of ten years of contract performance. There is no guarantee, however, that a renewal period will be exercised, and ~~Bidders~~ **the parties** should have no expectation of this occurring.

The **anticipated** term of the ~~anticipated Master Price Agreement negotiated with the~~ **Department**, resulting from this RFP, is defined as follows:

Period	Start Date	End Date
Initial Period of Performance	July 1, 2013	June 30, 2017
Renewal Period #1	July 1, 2017	June 30, 2018
Renewal Period #2	July 1, 2018	June 30, 2019
Renewal Period #3	July 1, 2019	June 30, 2020
Renewal Period #4	July 1, 2020	June 30, 2021
Renewal Period #5	July 1, 2021	June 30, 2022
Renewal Period #6	July 1, 2022	June 30, 2023
<i>Total possible years of performance:</i>		10 years

~~Participating states may choose to award and renew their individual Participating Addenda at their discretion."~~

**Provision:** Page 26 – Section 6, Personal Computing Device & Software Applications – Section 6.6, Software and Function

**Response:** Apple respectfully requests that the following language be added to this section: "As part of its proposed solution, Provider will provide computers with certain third party software preinstalled on the hard drives. Some of these software titles are publicly distributed free of charge to the end user. Provider assumes that this software will continue to be free of charge for the term of the Agreement. Because these products are distributed without charge, they customarily are distributed without warranties, particularly with respect to functionality, data preservation, and noninfringement. To Provider's knowledge, none of the 'freeware' titles to be provided have known issues that would make it imprudent to use such software, but each is distributed with licenses that require the user to bear the risk that these titles might (a) not work as well as expected, (b) cause data loss, or (c) infringe the rights of third parties. Accordingly, by accepting freeware as a component of Provider's solution, the Department agrees that, any 'freeware' software is provided AS IS with no representations or warranties, either express or implied, as to the 'freeware' software's performance, compatibility with future OS versions, safety, or ownership, unless the freeware's license provides otherwise, in which case the Department will look to the developers rather than Provider for breaches of those representations or warranties. To the extent permitted by law, the Department further agrees



to waive, any claims it might have against Provider that arise as a result of Provider's provision of freeware software, and to indemnify and hold Provider harmless from and against the claims of third parties arising from any usage by the Department contrary to the freeware's licenses or the Department's modification of the freeware in any respect."

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**Provision:** Page 26 – Section 6, Personal Computing Device & Software Applications – Section 6.6, Software and Function – Section 6.6.1, Applications

**Response:** Apple respectfully adds the following clarification to this provision: "All applications are installed by the end user as part of Apple's Personal Ownership deployment model. Paid application licenses are acquired in advance via the Volume Purchase Program, but free-of-charge applications are acquired directly by the end user. Apple cannot guarantee that free-of-charge applications will remain free-of-charge as pricing of third party applications is outside of Apple's control."

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**Provision:** Page 31 - Section 6, Personal Computing Device & Software Applications – Section 6.6, Software and Function – Section 6.6.11., Operating System and Software

**Response:** Apple respectfully takes exception to this provision, requests that it be stricken in its entirety, and responds with the following: "Provider will provide current and upgraded versions of the core operating systems if they become available for the proposed devices through the term of the contract period. The proposed MacBook Air will include adequate hardware such as processing power, memory and storage to maintain usability with educational relevant software. Provider will provide appropriate upgraded versions of Apple's iLife and iWork suites in Provider's per seat cost. The Bento Site License includes one upgrade during its four-year contract. CrashPlan PROe and JAMF's Casper Suite include four year maintenance agreements."

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**Provision:** Page 38 – Section 8, Performance and Quality – Section 8.1, Uptime

**Response:** Apple accepts this provision with the following clarification: "The Provider will ensure, at a minimum, use commercially reasonable efforts to see that all functions of its classroom solution are reliable and available to the schools during the Period of Prime Usage. This period is 6:00 AM to 10:00 PM, local time (i.e. Maine local time for Maine or Hawaii local time for Hawaii), Monday-Friday, excluding holidays. During this period, the required uptime is as follows:



PERIOD OF PRIME USAGE	UPTIME PERCENTAGE
7:00 AM to 3:00 PM, local time, Monday-Friday, excluding state holidays	99%
6:00 AM to 7:00 AM and 3:00 PM to 10:00 PM Monday-Friday, excluding state holidays	95%

**Provider will use commercially reasonable efforts to limit** scheduled downtime ~~will be allowed for the instructional technology infrastructure except to~~ (1) for scheduled preventative maintenance, or (2) ~~with the~~ **to that which has received** approval of the local school coordinator for issues affecting only the local school, or (3) ~~downtime which has received with~~ **downtime which has received** with the approval of the Department Agreement Administrator for system-wide outages. This infrastructure includes the wireless LAN, servers, remote access and any other vendor-installed equipment."

**Provision:** Page 38 – Section 8, Performance and Quality – Section 8.4, Business Continuity/Disaster Recovery

**Response:** Upon bid award, Apple will work in conjunction with the Department to develop a commercially reasonable plan to address this requirement.

**Provision:** Page 40 – Section 9, Functional and Asset Security – Section 9.5, Warranty, Insurance, Damage, and Theft – Section 9.5.1, Warranty

**Response:** Apple accepts this provision with the following clarification: "Portable computing devices and included attachments (power supply, carrying case, etc.) will need to be replaced occasionally for a variety of reasons that include defects, normal wear and tear, and accidents. Defective equipment will be replaced or repaired by the Provider at no cost **during the warranty period**. ~~Consistent with the requirements of this Section of the RFP, the Provider shall warranty against normal wear and tear and ensure the delivery of all services for the term of the agreement.~~ Barring extraordinary circumstances such as are listed in the Force Majeure provision of the ~~NASPO Standard Terms and Conditions (see Appendix D)~~ **resultant Agreement**, the Provider will be responsible to ensure that the devices and other solution equipment are available per the specifications in the Performance and Quality provisions of its **Proposal** to this RFP. Notwithstanding the cause of any loss, the Provider must provide replacement units in a ~~timely~~ **commercially reasonable** manner and at a **commercially** reasonable cost for the term of the **resultant** Agreement."

**Provision:** Page 40 – Section 9, Functional and Asset Security – Section 9.5, Warranty, Insurance, Damage, and Theft – Section 9.5.2, Insurance and Damage



**Response:** Apple respectfully takes exception to this provision, requests that it be stricken in its entirety, and responds with the following: "Apple's proposed solution addresses the provisions of this requirement as follows: 'As with the current implementation, the combination described above, in conjunction with Provider's Warranty, the AppleCare Protection Plan, spare units, and buffer pool have proved to effectively address defective equipment, uptimes, and accidents experienced with the equipment.

Accordingly, Provider continues to offer this combination of services to address the issues of damage, insurance, and warranty as well as the risk of loss described in this section.

Title and risk of loss to all Products will pass to the Department upon delivery to Department's delivery point, and will be specified in any contract negotiated with the Department as a result of bid award.' "

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**Provision:** Page 46 – Section 10, Professional Development, Curriculum Integration, and Consultation – Section 10.3, Ownership of Content and Curricula

**Response:** Apple respectfully takes exception to this provision and requests that it be stricken in its entirety, as Ownership is addressed in Section 41 of the State of Maine Department of Education Agreement to Purchase Services submitted as part of this Bid. Apple proposes that the following provision be incorporated into the contract negotiated with the Department as a result of bid award: "Except as otherwise agreed to in writing by the parties, Provider will own all rights, title, and interest in all technical information, software, hardware, design tools, documentation, and any related information independently developed by Provider under this Agreement (Collectively, 'Apple Materials'), including without limitation, the Apple Professional Services and Apple Professional Development catalogues, and the Department will own all rights, title and interest in all technical information, software, hardware, design tools, documentation and any related information independently developed by the Department in connection with this Agreement (Collectively, 'Department Materials'). Subject to Department's compliance with any and all applicable licensing terms, Provider grants Department a nonexclusive, royalty-free, non-transferable (without right to sublicense) license to use the Apple Materials developed under this Agreement."

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**Provision:** Page 47 - Section 12, Project Management and Implementation - Section 12.1, Project Plan and Deliverables

**Response:** Apple accepts this provision with the following clarification: "The Provider will develop and implement a project plan that includes, as a minimum, the following deliverables. Failure to submit the required plan in accordance with this timetable may result in termination, liquidated damages, or delayed payment to the Provider of the Agreement. Each Bidder must describe its ability to meet these requirements:"

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**Provision:** Page 47 - Section 12, Project Management and Implementation - Section 12.1, Project Plan and Deliverables - Section 12.1.4, Implementation (2<sup>nd</sup> paragraph)



**Response:** Apple accepts this provision with the following clarification: “The Provider will install cabling for its solution and its connection to the school’s local network. At the Provider’s discretion, they may utilize existing cabling in the schools. If done, the Provider must agree to warranty those parts of the local infrastructure that they utilize as they would newly installed equipment **for the initial term of the Agreement (‘Initial Period of Performance’)**. The local school will arrange for electrical work based on the Provider’s specifications. Local construction, abatement and other costs are the responsibility of the school. As part of the installation, the Provider will provide an overview to the local technical coordinator of the resulting network and train the person(s) in the basics of system/network operation and support.”

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**Provision:** Page 58 - Part VI – Contract Administration and Conditions – Contract Document (Section 1)

**Response:** Please see Apple’s response to the provision in Part I, Introduction – Section B, General Provisions - Section 8 (Page 11).

---

**Provision:** Appendix D - NASPO Standard Terms and Conditions – Page 64 – Definitions

**Response:** Apple respectfully takes exception to this provision, requests that it be stricken in its entirety, and responds with its standard definitions, which shall be incorporated into the contract negotiated with the Department as a result of bid award:

“‘Apple Products’ means Services, CTO Products, hardware and software products manufactured, distributed or licensed under the Apple brand name that the Department has paid to acquire or has properly licensed from Provider for its own use, but excluding third party software and all other third party products.

‘Confidential Information’ means: (i) the terms and conditions of the Agreement; and (ii) any nonpublic information the disclosing party marked as ‘confidential’ or ‘proprietary.’ Confidential Information shall not include information that: (a) was rightfully in the possession of recipient prior to disclosure; (b) was independently developed by recipient without the use of Confidential Information; or (c) is now, or becomes, available to the public other than as a result of disclosure by recipient in violation of this Agreement.

‘Configure-To-Order Products’ or ‘CTO Products’ means Products that Provider modifies from its standard configurations at the Department’s request against a set of options made available by Provider.

‘Limited Warranty’ means Provider’s standard limited warranty that is set forth in the documentation that accompanies any Apple Products purchased under this Agreement.

‘Products’ or ‘Deliverables’ mean, collectively, Services, Apple Products and other products that are sold or licensed by Provider to the Department for its own use.

‘Services’ mean, collectively, the standard, price-listed service, support and/or training products sold under the Apple Inc. brand name that the Department has paid to acquire.”

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**Provision:** Appendix D – NASPO Standard Terms and Conditions – Page 65 – Reporting and Admin Fees



**Response:** Apple respectfully takes exception to this provision and requests that it be stricken in its entirety, as Apple's Proposal does not contemplate a multi-state contract, and, therefore, this provision is not applicable.

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**Provision:** Appendix D - NASPO Standard Terms and Conditions - Page 66 – Samples (Evaluation Units)

**Response:** Apple accepts this provision with the following clarification as it relates to the bids process, and it shall not be enforceable for any other purpose: "Generally, when required, samples will be specifically requested in the solicitation. Samples, when required, are to be furnished free of charge **and upon the Department's signing of the attached Hardware Loan Agreement, which shall govern the use of such samples.** ~~Except for those samples destroyed or mutilated during testing,~~ Samples will be returned **even if mutilated or destroyed**, at an offeror's request, transportation collect."

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**Provision:** Appendix D - NASPO Standard Terms and Conditions - Page 66 - Cash Discount Terms

**Response:** Apple respectfully takes exception to this provision and requests that it be stricken in its entirety, as it does not offer early payment discounts.

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**Provision:** Appendix D - NASPO Standard Terms and Conditions - Page 66 – Taxes (Sales Tax and Federal Excise Tax)

**Response:** Apple accepts this provision with the following clarification, with the revised provision incorporated into the contract negotiated with the Department as a result of bid award: "Offered prices shall be exclusive of state sales and federal excise taxes. **Proof of tax-exempt status must be on file with Provider for any order to be treated as a tax-exempt transaction.** Where the state government entities are not exempt from sales taxes on sales ~~within their state~~, the contractor **Provider** shall add the sales taxes on the billing invoice as a separate entry."

---

**Provision:** Appendix D - NASPO Standard Terms and Conditions – Page 66 – Patents, Copyrights, Etc. (Indemnification for copyright infringement)

**Response:** Apple respectfully takes exception to this provision, as it is already addressed in the Department's Agreement to Purchase Services submitted as part of this Bid.

---

**Provision:** Appendix D - NASPO Standard Terms and Conditions – Page 66 – Award (Multiple master price agreements may be awarded)

**Response:** Please see Apple's response to the provision in Part I, Introduction – Section B, General Provisions - Section 8 (Page 11).

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**Provision:** Appendix D - NASPO Standard Terms and Conditions - Page 67 - Non-Collusion



**Response:** Apple accepts this provision with the following clarification as it relates to the bids process, and it shall not be enforceable for any other purpose: "By signing the proposal the offeror certifies **to the best of its knowledge** that the proposal submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the solicitation, designed to limit independent bidding or competition."

---

**Provision:** Appendix D - NASPO Standard Terms and Conditions – Page 67 – Termination (Termination of master price agreement/Participating Addendum)

**Response:** Apple respectfully takes exception to this provision and requests that it be stricken in its entirety, as it is already addressed in the Department's Agreement to Purchase Services submitted as part of this Bid.

---

**Provision:** Appendix D - NASPO Standard Terms and Conditions – Page 67 – Default and Remedies (Default of Agreement)

**Response:** Apple respectfully takes exception to this provision and requests that it be stricken in its entirety, as it is already addressed in the Department's Agreement to Purchase Services submitted as part of this Bid.

---

**Provision:** Appendix D - NASPO Standard Terms and Conditions - Page 67 - Laws and Regulations (Applicable Federal and State laws and regulations)

**Response:** Apple accepts this provision with the following clarification, with the revised provision incorporated into the contract negotiated with the Department as a result of bid award: "~~Any and all~~ Supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations."

---

**Provision:** Appendix D - NASPO Standard Terms and Conditions - Page 67 - Conflict of Terms (Special terms and conditions govern standard terms and conditions in cases of conflict.)

**Response:** Apple respectfully takes exception to this provision and requests that it be stricken in its entirety, as an order of precedence provision will be negotiated with the Department upon bid award.

---

**Provision:** Appendix D - NASPO Standard Terms and Conditions - Page 67 - Reports (Quarterly reports)

**Response:** Apple respectfully takes exception to this provision and requests that it be stricken in its entirety, as Apple's Proposal does not contemplate a multi-state contract, and therefore this provision is not applicable.

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**Provision:** Appendix D - NASPO Standard Terms and Conditions - Page 67 - Hold Harmless (Contractor's Indemnification obligations)



**Response:** Apple respectfully takes exception to this provision and requests that it be stricken in its entirety, as it is already addressed in the Department's Agreement to Purchase Services submitted as part of this Bid.

---

**Provision:** Appendix D - NASPO Standard Terms and Conditions - Page 68 - Order Numbers (Contract and purchase order numbers reflected in correspondence)

**Response:** Apple accepts this provision with the following clarification, with the revised provision incorporated into the contract negotiated with the Department as a result of bid award: "~~Master price agreement numbers and p~~Purchase order numbers shall be clearly shown on ~~all acknowledgments, shipping labels, packing slips, and invoices, and on all~~ correspondence."

---

**Provision:** Appendix D - NASPO Standard Terms and Conditions - Page 68 - Governing Law and Venue

**Response:** Apple respectfully takes exception to this provision and requests that it be stricken in its entirety, as it is already addressed in the Department's Agreement to Purchase Services submitted as part of this Bid.

---

**Provision:** Appendix D - NASPO Standard Terms and Conditions - Page 68 – Delivery

**Response:** Apple respectfully takes exception to this provision and requests that it be stricken in its entirety, as delivery will be negotiated with the Department upon bid award.

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**Provision:** Appendix D - NASPO Standard Terms and Conditions - Page 68 – Warranty (Product warranty; Warranty of services; Date/Time warranty)

**Response:** Apple respectfully takes exception to this provision and requests that it be stricken in its entirety, as it is already addressed in the Department's Agreement to Purchase Services submitted as part of this Bid.

---

**Provision:** Appendix D - NASPO Standard Terms and Conditions - Page 69 – Amendments (Master Price Agreement changes approved by Master Price Agreement Administrator of the Lead State)

**Response:** Please see Apple's response to the provision in Part I, Introduction – Section B, General Provisions - Section 8 (Page 11).

---

**Provision:** Appendix D - NASPO Standard Terms and Conditions - Page 69 - Assignment/Subcontract

**Response:** Apple respectfully takes exception to this provision and requests that it be stricken in its entirety, as it is already addressed in the Department's Agreement to Purchase Services submitted as part of this Bid.

---

**Provision:** Appendix D - NASPO Standard Terms and Conditions - Page 69 - Nondiscrimination

**Response:** Apple accepts this provision with the following clarification, with the revised provision incorporated into the contract negotiated with the Department as a result of bid award: "The offeror agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant



for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The offeror further agrees to furnish information and reports to ~~Participating State(s)~~ **the Department**, upon request, for the purpose of determining compliance with these statutes. Offeror agrees to comply with ~~each individual state's~~ **the State of Maine's** certification requirements, if any, as stated in the special terms and conditions. ~~This master price agreement may be canceled if the offeror fails to comply with the provisions of these laws and regulations. The offeror must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision."~~

---

**Provision:** Appendix D - NASPO Standard Terms and Conditions - Page 69 - Severability

**Response:** Apple respectfully takes exception to this provision and requests that it be stricken in its entirety, as it is already addressed in the Department's Agreement to Purchase Services submitted as part of this Bid.

---

**Provision:** Appendix D - NASPO Standard Terms and Conditions - Page 69 – Inspections: (Goods inspection and testing)

**Response:** Apple respectfully takes exception to this provision and requests that it be stricken in its entirety, as any provisions concerning the delivery of goods and services shall be negotiated with the Department upon bid award.

---

**Provision:** Appendix D - NASPO Standard Terms and Conditions - Page 69 – Payment

**Response:** Apple respectfully takes exception to this provision and requests that it be stricken in its entirety, as it is already addressed in the Department's Agreement to Purchase Services submitted as part of this Bid.

---

**Provision:** Appendix D - NASPO Standard Terms and Conditions - Page 69 - Force Majeure

**Response:** Apple respectfully takes exception to this provision and requests that it be stricken in its entirety, as it is already addressed in the Department's Agreement to Purchase Services submitted as part of this Bid.

---

**Provision:** Appendix D - NASPO Standard Terms and Conditions - Page 69 - Hazardous Chemical Information (Provision of material safety data sheet(s))

**Response:** Apple respectfully takes exception to this provision and requests that it be stricken in its entirety, as it is not applicable to Apple Products.

---

**Provision:** Appendix D - NASPO Standard Terms and Conditions – Page 70 – Firm Price (Valid pricing for 90 days from date of receipt of bids/proposals; Firm pricing for contract term)

**Response:** Apple respectfully takes exception to this provision and requests that it be stricken in its entirety, as a bid validity period of 180 days is already addressed in the Bid.

---



**Provision:** Appendix D - NASPO Standard Terms and Conditions - Page 70 - Extension of Prices (Unit prices will govern in case of any discrepancies)

**Response:** Apple accepts this provision as it relates to the bids process, and it shall not be enforceable for any other purpose

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**Provision:** Appendix D - NASPO Standard Terms and Conditions - Page 70 - Proposal Preparation Costs: (No financial liability for NASPO and the lead state in preparation of proposals)

**Response:** Apple accepts this provision with the following clarification as it relates to the bids process, and it shall not be enforceable for any other purpose: ~~"NASPO and the lead state are~~ **The Department is not liable for any costs incurred by the offeror in preparation of the bid or proposal."**

---

**Provision:** Appendix D - NASPO Standard Terms and Conditions – Page 70 - Certification Regarding Conflict of Interest

**Response:** Apple accepts this provision with the following clarification, and such modified provision shall be incorporated into the Conflict of Interest provision of the contract negotiated with the Department as a result of bid award: ~~"Contractor~~ **The Provider further certifies to the best of its knowledge** that it has not offered or given any gift or compensation prohibited by the state laws of any Participating State to any officer or employee of NASPO or Participating States ~~Maine~~ to secure favorable treatment with respect to being awarded this contract."

---

**Provision:** Appendix D - NASPO Standard Terms and Conditions - Page 70 - Independent Contractor (Contractor has no authorization to bid the Participating States to any agreements, etc.)

**Response:** Apple respectfully takes exception to this provision and requests that it be stricken in its entirety, as it is already addressed in the Department's Agreement to Purchase Services submitted as part of this Bid.

---

**Provision:** Appendix D - NASPO Standard Terms and Conditions - Page 70 - Political Subdivision Participation

**Response:** Please see Apple's response to the provision in Part I, Introduction – Section B, General Provisions - Section 8 (Page 11).

---

**Provision:** Appendix D - NASPO Standard Terms and Conditions - Page 70 - Certification Regarding Debarment

**Response:** Apple accepts this provision with the following clarification as it relates to the bids process, and it shall not be enforceable for any other purpose: "The Contractor certifies **to the best of its ability** that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by NASPO."

---

**Provision:** Appendix D - NASPO Standard Terms and Conditions - Page 70 - Records Administration (Maintenance of records of four years after contract termination)



**Response:** Apple respectfully takes exception to this provision and requests that it be stricken in its entirety, as it is already addressed in the Department's Agreement to Purchase Services submitted as part of this Bid.

---

**Provision:** Appendix D - NASPO Standard Terms and Conditions - Page 70 - Audit of Records (Audit)

**Response:** Apple respectfully takes exception to this provision and requests that it be stricken in its entirety, as it is already addressed in the Department's Agreement to Purchase Services submitted as part of this Bid.

---

**Provision:** Appendix D - NASPO Standard Terms and Conditions - Page 70 – Prices as Ceiling (Master Price Agreement to include ceiling prices)

**Response:** Apple respectfully takes exception to this provision and requests that it be stricken in its entirety.

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**Provision:** Appendix D - NASPO Standard Terms and Conditions - Page 71 - State Participation/Unique Terms and Conditions (Terms and conditions of Participating Addenda)

**Response:** Please see Apple's response to the provision in Part I, Introduction – Section B, General Provisions - Section 8 (Page 11).

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**Provision:** Appendix D - NASPO Standard Terms and Conditions - Page 71 - Rental and Leases

**Response:** Apple accepts this provision with the following clarification as it relates to the bids process, and it shall not be enforceable for any other purpose: "~~Rental: Individual Participating States and Participating Entities may enter into rental agreements for the products covered in the contracts resulting from the RFP, if they have the legal authority to enter into these types of agreements without going through a competitive process. Responders who wish to participate in rental agreements with these individual states/entities must submit copies of all of their rental agreements with their responses to this RFP. The rental agreements will not be reviewed or evaluated as part of the RFP evaluation process defined in this RFP. The agreements will simply be made available to any state or entity who wishes to negotiate a rental agreement with a Contractor.~~

Leases:

~~Individual Participating States and Participating Entities~~**The Department** may enter into a lease agreements for the products covered in the contracts resulting from the RFP, if ~~they~~ **it has** the legal authority to enter into these types of agreements without going through a competitive process. Responders who wish to participate in lease agreements with ~~these individual states/entities~~ **the Department** must submit copies of all of their lease agreements with their response to this RFP. The lease agreements will not be reviewed or evaluated as part of the RFP evaluation process defined in this RFP. The agreements will simply be made available to any state or entity who wishes to negotiate a lease agreement with a Contractor."

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**Provision:** Appendix D - NASPO Standard Terms and Conditions - Page 71 - Comprehensive Financial Options That Should Be Included

**Response:** Apple accepts this provision as it relates to the bids process, and it shall not be enforceable for any other purpose. Apple agrees to provide multiple lease structures as



requested by the Department. However, Apple will provide a Fair Market Value (FMV) option in lieu of an Operational Lease option and Apple does not provide rentals. The purchase price of the equipment is the sum of the capital lease payments along with the end of lease per system purchase price.

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**Provision:** Appendix D - NASPO Standard Terms and Conditions - Page 71 - Non-Appropriation

**Response:** Apple respectfully takes exception to this provision and requests that it be stricken in its entirety, as it is already addressed in the Department's Agreement to Purchase Services submitted as part of this Bid.

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**Provision:** Appendix D - NASPO Standard Terms and Conditions - Page 72 - WSCA/NASPO eMarket Center

**Response:** Please see Apple's response to the provision in Part I, Introduction – Section B, General Provisions - Section 8 (Page 11).

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**Provision:** State of Maine Department of Education Agreement to Purchase Services - Page 4 – Section 2, Invoices and Payments

**Response:** Apple accepts this provision with the following clarification: "The Department will pay the Provider as follows:

Invoices for payment, submitted on forms approved by the Department, shall be submitted to the ~~Agreement Administrator~~ **the person designated on the purchase order**. Invoices shall contain sufficient detail to allow proper cost allocation and shall be accompanied by supporting documentation. No invoice will be processed for payment until approved by the Agreement Administrator. All invoices require the following:

- A. All invoices must include the Vendor Code number assigned when registering as a vendor with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact.
- B. All invoices must include the vendor's Federal ID Number.
- C. All invoices must include either the Purchase Order number ~~or the Contract number~~ relating to the commodities/services provided.
- D. ~~In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice. Time sheets will need to be reviewed and approved by the State's contract administrator.~~

~~Payments are subject to the Provider's compliance with all items set forth in this Agreement. The Department will pay the Provider within thirty (30) days following the receipt of an approved invoice.~~

~~The Department may withhold a Retainage for project-based services in the following manner:~~

- ~~• The allowable payment amount from each project milestone payment will be multiplied by ten (10) percent, giving the amount that will be withheld from payment. Ninety (90) percent of the allowable project milestone payment amount will be paid to the~~



Provider.

~~The Retainage will be held by the Department until the end of the warranty period. The charges described in this Agreement are the only charges to be levied by the Provider for the products and services to be delivered by it. There are no other charges to be made by the Provider to the Department, unless they are performed in accordance with the provisions of Section 5, Changes in the Work. The Provider shall maintain documentation for all charges against the Department under this Agreement pursuant to its audit obligations."~~

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**Provision:** State of Maine Department of Education Agreement to Purchase Services – Page 5 - Section 5, Changes in the Work (Changes in work shall be reflected in an executed Amendment)

**Response:** Apple accepts this provision with the following clarification: "~~The Department~~ **Either party may request changes to the Agreement, including** order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment, ~~or~~ any substantive change in the work, **or other changes** shall be in the form of an amendment signed by both parties and approved by the State Purchases Review Committee **and Provider**. Said amendment must be effective prior to the execution of the changed work **or other applicable changes.**"

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**Provision:** State of Maine Department of Education Agreement to Purchase Services - Page 5 – Section 6, Subcontractors

**Response:** Apple accepts this provision with the following clarification: "~~The Provider may not enter into any subcontract for the work to be performed under this Agreement without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.~~

The Provider is solely responsible for the performance of work under this Agreement. The approval of the Department for the Provider to subcontract for work under this Agreement shall not relieve the Provider in any way of its responsibility for performance of the work.

~~All Subcontractors shall be bound by the terms and conditions set forth in this Agreement. The Provider shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to involving this Agreement, or which may affect the performance of duties under this Agreement. The Provider shall indemnify and hold harmless the Department from and against any such claim, loss, damage, or liability as set forth in Section 16, State held Harmless."~~

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**Provision:** State of Maine Department of Education Agreement to Purchase Services - Page 5 - Section 7, Subletting, Assignment or Transfer

**Response:** Apple accepts this provision with the following clarification: "~~The Provider~~ **Neither party shall not** sublet, sell, transfer, assign, or otherwise dispose of this Agreement, or any portion thereof, or of its right, title, or interest therein, without the written approval of the ~~Department~~ **other party, and such approval shall not be unreasonably withheld**. Such approval shall not in any case relieve ~~the Provider~~ **either party** of its responsibility for performance of work under this Agreement."



**Provision:** State of Maine Department of Education Agreement to Purchase Services - Page 6 - Section 8, Equal Employment Opportunity

**Response:** Apple accepts this provision with the following clarification: "During the performance of this Agreement, the Provider certifies **to the best of its knowledge** as follows:

1. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a *bona fide* occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Provider shall, in all solicitations or advertising for employees placed by, or on behalf of, the Provider, relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
3. The Provider shall send to each labor union, or representative of the workers, with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section, and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.
- ~~4. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights, etc.) against itself by any individual, as well as any lawsuit regarding alleged discriminatory practice.~~
45. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment, and in the provision of service, to include accessibility and reasonable accommodations for employees and clients.
56. Contractors and Subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.
- ~~7. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials."~~

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**Provision:** State of Maine Department of Education Agreement to Purchase Services - Page 6 - Section 9, Employment and Personnel (Compliance of Provider's employment practices)

**Response:** Apple accepts this provision with the following clarification: "The Provider shall not **knowingly** engage any person in the employ of any State Department or Agency in a position



that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Provider shall not **knowingly** engage on a full-time, part-time, or any other basis, during the period of this Agreement, any personnel who are, or have been, at any time during the period of this Agreement, in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not **knowingly** engage on this project on a full-time, part-time, or any other basis, during the period of this Agreement, any retired employee of the Department, who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. ~~The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement, so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials."~~

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**Provision:** State of Maine Department of Education Agreement to Purchase Services - Page 7 - Section 10, State Employees Not to Benefit (No state employees shall benefit from this Agreement.)

**Response:** Apple accepts this provision with the following clarification: **"To the Provider's knowledge, No individual employed by the State at the time this Agreement is executed, or any time thereafter, shall be admitted to has been admitted to** any share or part of this Agreement, or to any benefit that might arise there from, directly or indirectly, that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed, or any time thereafter, shall be **knowingly** admitted to any share or part of this Agreement, ~~or to any benefit that might arise there from, directly or indirectly, due to his employment by, or financial interest in, the Provider, or any affiliate of the Provider, without the written consent of the State Purchases Review Committee.~~ The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials."

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**Provision:** State of Maine Department of Education Agreement to Purchase Services - Page 7 – Section 12, Accounting, Records, and Audit

**Response:** Apple respectfully takes exception to this provision, requests that it be stricken in its entirety and responds with the following: "Provider agrees to maintain, for a period of three (3) years after final payment of the Product(s), all relevant books and records. The Agreement and any relevant books and records shall be available upon no less than thirty (30) business days prior written notice for review and audit by the Department no more than once per year. Provider agrees to cooperate with any audit and to provide reasonable access to relevant materials at the Department's sole cost and expense. In no event shall Provider furnish or be required to furnish any information concerning any of Provider's other customers or anything not pertaining specifically to goods and services sold by Provider to the Department under the corresponding Agreement. Any information, books, records and supporting documents made available in the course of any audits pursuant to this paragraph are the sole and exclusive property of Provider."

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**Provision:** State of Maine Department of Education Agreement to Purchase Services - Page 8 – Section 13, Termination (Contract Termination); State of Maine Department of Education



Agreement to Purchase Services – Page 14 – Section 36, Opportunity to Cure; State of Maine Department of Education Agreement to Purchase Services – Page 14 – Section 37, Cover (Department’s right to procure services necessary to cure the breach or default)

**Response:** Apple respectfully takes exception to these provisions, requests that they be stricken in their entirety and responds with the following: “Either party may terminate this Agreement upon 30 days prior written notice if the other party has breached this Agreement and has failed to cure such breach within 30 days of the date of such notice. Either party may terminate this Agreement for any reason or no reason upon 30 days prior written notice. The parties agree that upon any notice of termination of this Agreement, the due date of all Provider invoices shall be accelerated so that they become immediately due and payable, and the Department will cease placing new orders.”

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**Provision:** State of Maine Department of Education Agreement to Purchase Services - Page 9 – Section 16, State Held Harmless (Provider’s Indemnification Obligations); State of Maine Department of Education Agreement to Purchase Services – Page 14 – Section 34, Patent, Copyright, and Other Proprietary Rights (Provider’s Indemnification obligations for copyright infringement)

**Response:** Apple respectfully takes exception to these provisions, requests that they be stricken in their entirety, and responds with the following: “Subject to the exceptions in this section and Section 18 (Notice of Claims), Provider will defend any proceeding or action brought by a third party against the Department to the extent based on a claim that: (i) an Apple Product that the Department has paid to acquire from Provider infringes a U.S. patent, copyright, trademark or trade secret; or (ii) personal injury or tangible property damage suffered by such third party was caused by Provider's gross negligence or willful misconduct during the performance of Services. Notwithstanding anything to the contrary, Provider is not liable to defend or be responsible for any claims or damages arising out of or related to: (a) modification of any Apple Product; (b) combination, operation or use of any Apple Product with non-Apple branded Products or other programs, data or documentation; (c) the Department’s violation of any import or export control requirements, regulations and laws; (d) the Department’s use or exportation of any Products into any countries identified on any U.S. Government embargoed countries list; (e) use of any Apple Product in a manner not authorized under the applicable license terms; (f) any other Products; or (g) the Department’s, its agents, employees or contractors' negligent acts or omissions. THE ABOVE IS THE DEPARTMENT’S SOLE AND EXCLUSIVE REMEDY AND PROVIDER’S ENTIRE LIABILITY FOR ALL SUCH CLAIMS.”

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**Provision:** State of Maine Department of Education Agreement to Purchase Services - Page 9 – Section 17, Limitation of Liability

**Response:** Apple respectfully takes exception to this provision, requests that it be stricken in its entirety and responds with the following: “The maximum aggregate liability of Provider for any and all claims and damages arising out of or related to this Agreement, whether arising in contract, warranty, tort, strict liability, statute or otherwise, shall be limited to an amount not to exceed \$5,000,000.00 in the aggregate. IN NO EVENT SHALL PROVIDER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, CLAIMS FOR LOST BUSINESS PROFITS OR REVENUE, LOSS OF DATA,



INTERRUPTION IN USE, UNAVAILABILITY OF DATA, OR THE COST OF THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES) OR FOR PUNITIVE OR EXEMPLARY DAMAGES, WHETHER AS A RESULT OR BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE. The remedies set forth in this Agreement shall be the Department's sole and exclusive remedies for any and all claims against Provider, its agents and subcontractors in connection with or related to this Agreement. The parties further agree that the liability cap set forth herein shall not be applied cumulatively or on a per claim basis and nothing shall be construed so as to enlarge that aggregate limit. THE PARTIES AGREE THAT THE ABOVE TERMS REPRESENT A FAIR ALLOCATION OF RISK BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THE AGREEMENT."

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**Provision:** State of Maine Department of Education Agreement to Purchase Services - Page 10 - Section 18, Notice of Claims

**Response:** Apple respectfully takes exception to this provision, requests that it be stricken in its entirety and responds with the following: "Notice and Defense Conditions. The Department shall promptly notify Provider, in writing, of any claim, demand, proceeding or suit of which the Department becomes aware which may give rise to a right of defense under Section 16 (State Held Harmless) of this Agreement ('Claim'). Notice of any Claim that is a legal proceeding, by suit or otherwise, must be provided to Provider within 30 days of the Department's first learning of such proceeding. Notice must be in writing and include an offer to tender the defense of the Claim to Provider. Provider, if it accepts such tender, may take over sole control of the defense of the Claim. That control includes the right to take any and all actions deemed appropriate by Provider in its sole discretion to resolve the Claim by settlement or compromise. Upon Provider's acceptance of tender, the Department will cooperate with Provider with respect to such defense and settlement. If a Claim is settled and to the extent permitted by law, neither party will publicize the settlement and will make every effort to ensure the settlement agreement contains a non-disclosure provision."

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**Provision:** State of Maine Department of Education Agreement to Purchase Services – Page 10 - Section 20, Insurance Requirements

**Response:** Apple accepts this provision with the following clarification: "The Provider shall procure and maintain, for the duration of the Agreement, insurance against claims for injuries to persons, or damages to property, which may arise from, or in connection with, the fulfillment of this Agreement by the Provider, its agents, representatives, employees, or Subcontractors.

#### 1. Minimum Coverage

1. Commercial general liability (including products, completed operations, and broad-form contractual): \$1,000,000 per occurrence;
2. Workers' Compensation and employer's liability: as required by law;
3. ~~Professional liability: \$1,000,000; and~~
4. ~~Property (including contents coverage for all records maintained pursuant to this Agreement): \$1,000,000 per occurrence.~~



2. **Other Provisions** Unless explicitly waived by the Department, the insurance policies should contain, or be endorsed to contain, the following provisions:
1. The Provider's insurance coverage shall be the primary insurance. Any insurance or self- insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.
  2. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  3. The Provider shall furnish the Department with certificates of insurance ~~and with those endorsements, if any,~~ effecting coverage required by these Insurance Requirements. The certificates ~~and endorsements~~ for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates ~~and endorsements~~ are to be received and approved by the Department before this Agreement commences. ~~The Department reserves the right to require complete, certified copies of all required insurance policies at any time.~~
  4. ~~The All policies should contain a revised cancellation clause allowing~~ **Provider will endeavor to provide the Department** thirty (30) days notice ~~to the Department~~ in the event of cancellation for any reason including nonpayment.

**Provider shall have the option to self-insure so long as Provider maintains an audited net worth (Shareholders' Equity) of \$100,000,000.00."**

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**Provision:** State of Maine Department of Education Agreement to Purchase Services - Page 11 - Section 21, Non-Appropriation

**Response:** Apple accepts this provision with the following clarification: "Notwithstanding any other provision of this Agreement, if the Department does not receive sufficient funds to pay for the work to be performed under this Agreement, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement, **except for all payments for all products ordered and services rendered.**"

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**Provision:** State of Maine Department of Education Agreement to Purchase Services - Page 11 - Section 23, Integration (Order of precedence)

**Response:** Apple respectfully takes exception to this provision, requests that it be stricken in its entirety, and responds with the following: "In the event of any conflict among these documents, the following order of precedence shall apply: (1) Agreements/Addenda entered into between the Department and Apple as a result of bid award and Apple's End User License Agreements as they pertain to the use of the applicable hardware or software; (2) Apple's Proposal; and (3) the Request for Proposal."

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**Provision:** State of Maine Department of Education Agreement to Purchase Services - Page 11 - Section 25, Set-Off Rights

**Response:** Apple respectfully takes exception to this provision and requests that it be stricken in its entirety.

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**Provision:** State of Maine Department of Education Agreement to Purchase Services - Page 11 - Section 26, Interpretation of the Agreement (Department's Policies and Guidelines)



**Response:** Apple accepts this provision with the following clarification: "1. Reliance on Policy Determinations The Department shall determine all program policy. The Provider may, from time to time, request the Department to make policy determinations, or to issue operating guidelines required for the proper performance of this Agreement, and the Agreement Administrator shall respond in writing in a timely manner. The Provider shall be entitled to rely upon, and act in accordance with, such written policy determinations and operating guidelines, unless subsequently amended, modified, or changed in writing by the Department, and shall incur no liability in doing so unless the Provider acts negligently, maliciously, fraudulently, or in bad faith. Nothing contained in this Agreement, or in any agreement, determination, operating guideline, or other communication from the Department shall relieve the Provider of its obligation to **shall** keep itself informed of applicable State and Federal laws, and regulations, policies, procedure, and guidelines, to be in complete compliance and conformity therewith.

2. Titles Not Controlling Titles of sections and paragraphs used in this Agreement are for the purpose of facilitating ease of reference only and shall not be construed to imply a contractual construction of the language.

3. No Rule of Construction This is a negotiated Agreement and no rule of construction shall apply that construes ambiguous or unclear language in favor of or against any party."

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**Provision:** State of Maine Department of Education Agreement to Purchase Services - Page 12 - Section 28, Notices

**Response:** Apple accepts this provision with the following clarification: "All notices under this Agreement shall be deemed duly given: 1) upon ~~delivery, if delivered by hand against receipt,~~ **actual receipt after being sent by email, fax or commercial carrier to the following email, contracts@apple.com or address for Apple Inc., Attn: Sales Contracts Management, 1 Infinite Loop, M/S 90-2CM, Cupertino, CA 95014, and to the address designated on the first page of this Agreement by Customer or as may be provided by the parties** or 2) ~~five (5) business days following posting, if sent by registered or certified mail, return receipt requested.~~ Either party may change its address for notification purposes by giving written notice of the change and setting forth the new address and an effective date."

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**Provision:** State of Maine Department of Education Agreement to Purchase Services - Page 12 - Section 30, Conflict of Interest

**Response:** Apple accepts this provision with the following clarification: "The Provider certifies **to the best of its knowledge** that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of its services hereunder. The Provider ~~further~~ certifies **to the best of its knowledge** that in the performance of this Agreement, no person having any such known interests shall be employed. **The Provider further certifies to the best of its knowledge that it has not offered or given any gift or compensation prohibited by the state laws of Maine to secure favorable treatment with respect to being awarded this contract.**"

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**Provision:** State of Maine Department of Education Agreement to Purchase Services - Page 13 - Section 32, Provider Personnel (Department's selection/removal of key personnel)

**Response:** Apple accepts this provision with the following clarification: "1. The parties recognize that the primary value of the Provider to the Department derives directly from its Key Personnel assigned in the performance of this Agreement. Key Personnel are deemed to be those individuals whose résumés were offered by the Provider in the Proposal. Therefore, the parties agree that said Key Personnel shall be assigned in accordance with the time frames in the most



~~recent mutually agreed upon project schedule and work plan, and that no re-deployment or replacement of any Key Personnel may be made without the prior written consent of the Agreement Administrator. Replacement of such personnel, if approved, shall be with personnel of equal or greater abilities and qualifications at Provider's sole discretion.~~

~~2. The Department shall retain the right to reject any of the Provider's employees whose abilities and qualifications, in the Department's judgment, are not appropriate for the performance of this Agreement. In considering the Provider's employees' abilities and qualifications, the Department shall act reasonably and in good faith.~~

~~3. During the course of this Agreement, the Department reserves the right to require the Provider to reassign or otherwise remove any of its employees found unacceptable by the Department. In considering the Provider's employees' acceptability, the Department shall act reasonably and in good faith.~~

2 4. In signing this Agreement, the Provider certifies to the best of its knowledge and belief that it, and all persons associated with this Agreement, including any Subcontractors, including persons or corporations who have critical influence on or control over this Agreement, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal or State department or agency.

~~5. During the course of this Agreement, the Department reserves the right to require a background check on any of the Provider's personnel (employees and Subcontractors) that are in any way involved in the performance of this Agreement."~~

Additionally, Apple responds with the attached Security Compliance Addendum, which outlines its security practices.

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**Provision:** State of Maine Department of Education Agreement to Purchase Services – Page 14 – Section 33, State Property (Provider's responsibility for State property furnished by the Department)

**Response:** Apple accepts this provision with the following clarification: "The Provider shall be responsible for the proper custody and care of any Department or State owned property furnished for the Provider's use in connection with the performance of this Agreement, and the Provider will reimburse the Department for its loss or damage **as mutually determined by the parties**, normal wear and tear excepted."

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**Provision:** State of Maine Department of Education Agreement to Purchase Services – Page 14 – Section 35, Product Warranty

**Response:** Apple respectfully takes exception to this provision, requests that it be stricken in its entirety and responds with as follows: "The sole warranty for an Apple Product purchased hereunder shall be the Limited Warranty. Except for the Limited Warranty, all Apple Products are sold 'as is' and without additional warranty or support from Apple. All Products, other than Apple Products, are sold 'as is' and without warranty or support from Provider, but may be accompanied by a manufacturer's warranty, as more particularly provided in the warranty documentation that accompanies such Products. Upon the Department's request, Provider will provide a copy of the manufacturer's warranty accompanying Products offered by Provider under this Agreement. Nothing in the Agreement shall be construed as obligating Provider to



provide any warranty-related fulfillment or support for any Products, other than Apple Products.

EXCEPT FOR THE LIMITED WARRANTY, PROVIDER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR SERVICES, AND TO THE MAXIMUM EXTENT PROVIDED BY LAW, PROVIDER HEREBY DISCLAIMS SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

APPLE PRODUCTS ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN, THE CONTENT, DATA OR INFORMATION PROVIDED BY APPLE PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE, INCLUDING WITHOUT LIMITATION THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATIONS SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT OR WEAPONS SYSTEMS.”

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**Provision:** State of Maine Department of Education Agreement to Purchase Services – Page 14 - Section 38, Accessibility (Product accessibility for persons with disabilities)

**Response:** Apple's VPATs identify how Apple Products quoted in this Proposal comply with Section 508 Standards. Apple's VPATs are located at the following address:

[www.apple.com/accessibility/resources/](http://www.apple.com/accessibility/resources/)

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**Provision:** State of Maine Department of Education Agreement to Purchase Services - Page 15 – Section 39, State IT Policies (IT products' and services' compliance with State IT Policies, Standards, and Procedures)

**Response:** Apple respectfully requests that any applicable State IT Policies be discussed by the parties upon successful bid award. At that time, Apple can better determine those applicable IT policies that are acceptable.

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**Provision:** State of Maine Department of Education Agreement to Purchase Services - Page 15 - Section 40, Confidentiality

**Response:** Apple respectfully takes exception to this provision, requests that it be stricken in its entirety and responds with the following: “Confidential Information. Neither party will use the other's Confidential Information except as required to perform its obligations under this Agreement and will not disclose such Confidential Information except to employees, agents or contractors who have a need to know or as required by law. Neither party will make any disclosure or statement of Confidential Information in connection with this Agreement or its subject matter without the other's prior written consent or as required by law. If the Department is a public agency or institution, this provision will apply only to the extent of applicable law governing the Department's disclosure obligations.”

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**Provision:** State of Maine Department of Education Agreement to Purchase Services - Page 15 – Section 41, Ownership

**Response:** Apple respectfully takes exception to this provision, requests that it be stricken in its entirety, and responds with the following: “Except as otherwise agreed to in writing by the parties, Provider will own all rights, title, and interest in all technical information, software, hardware, design tools, documentation, and any related information independently developed by Provider under this Agreement (Collectively, 'Apple Materials'), including without limitation,



the Apple Professional Services and Apple Professional Development catalogues, and the Department will own all rights, title and interest in all technical information, software, hardware, design tools, documentation and any related information independently developed by the Department in connection with this Agreement (Collectively, 'Department Materials'). Subject to Department's compliance with any and all applicable licensing terms, Provider grants Department a nonexclusive, royalty-free, non-transferable (without right to sublicense) license to use the Apple Materials developed under this Agreement."

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**Provision:** State of Maine Department of Education Agreement to Purchase Services - Page 15 – Section 42, Custom Software (Department's Ownership of custom software)

**Response:** Apple respectfully takes exception to this provision, requests that it be stricken in its entirety, and responds with the following: "Except as otherwise agreed to in writing by the parties, Provider will own all rights, title, and interest in all technical information, software, hardware, design tools, documentation, and any related information independently developed by Provider under this Agreement (Collectively, 'Apple Materials'), including without limitation, the Apple Professional Services and Apple Professional Development catalogues, and the Department will own all rights, title and interest in all technical information, software, hardware, design tools, documentation and any related information independently developed by the Department in connection with this Agreement (Collectively, 'Department Materials'). Subject to Department's compliance with any and all applicable licensing terms, Provider grants Department a nonexclusive, royalty-free, non-transferable (without right to sublicense) license to use the Apple Materials developed under this Agreement."

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**Provision:** State of Maine Department of Education Agreement to Purchase Services - Page 16 – Section 43, Off-The-Shelf (OTS) Software

**Response:** Apple respectfully takes exception to this provision, requests that it be stricken in its entirety and responds as follows: "The Department acknowledges that Products often contain not only hardware but also software, including but not limited to, operating systems and applications. Such software may be included in ROMs or other semiconductor chips embedded in hardware, or it may be contained separately on disks or on other media. Such software is proprietary, is copyrighted, and may also contain valuable trade secrets and is protected by patents. The Department, as an end user, is licensed to use any software contained in such Products, subject to the terms of the license accompanying the Products, if any, and the applicable patent, trademark, copyright, and other intellectual property, federal and state laws of the United States. Unless the Department has obtained Provider's prior written consent, the Department, in addition to any obligations or restrictions set forth in any license, which may accompany a Product, shall not copy the software. The Department shall not disassemble, decompile, reverse engineer, copy, modify, create derivative works thereof or otherwise change any of the software or its form."

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**Provision:** State of Maine Department of Education Agreement to Purchase Services - Page 16 – Section 44, Software as Service (Escrow account for software)

**Response:** Apple respectfully takes exception to this provision and requests that it be stricken in its entirety. Apple will use its commercially reasonable efforts to continue to provide the desired software and any appropriate data Apple agrees to make available, to the Department



for the term of the Agreement negotiated as a result of bid award. Additionally, it shall be the Department's responsibility to maintain its own data during the term of the Agreement.

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**Provision:** State of Maine Department of Education Agreement to Purchase Services - Page 17 – Section 45, Price Protection (Prices shall be comparable to other customers' prices meeting the same requirement)

**Response:** Apple respectfully takes exception to this provision, requests that it be stricken in its entirety and responds with the following: "During the term of the Agreement, if, as part of a similar solution, the same quantity of a Product is sold by Provider outside of this Agreement upon the same or similar terms and conditions as that of this Agreement at a lower price to an educational entity, the price for future orders of the Product shall be reduced to the lower price."

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**Provision:** State of Maine Department of Education Agreement to Purchase Services - Page 17 – Section 46, Irrevocable Letter of Credit

**Response:** Apple respectfully takes exception to this provision and requests that it be stricken in its entirety. Please view the following website for Apple's 10K report, as verification of its financial stability:

[http://files.shareholder.com/downloads/AAPL/1740633249x0x610219/112dd7d2-e33a-44ad-b4ea-8870c5dd9281/AAPL\\_10K\\_FY12\\_10.31.12.pdf](http://files.shareholder.com/downloads/AAPL/1740633249x0x610219/112dd7d2-e33a-44ad-b4ea-8870c5dd9281/AAPL_10K_FY12_10.31.12.pdf).

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**Provision:** State of Maine Department of Education Agreement to Purchase Services - Page 18 – Section 47, Entire Agreement (Agreement governs purchase of products and services)

**Response:** Apple accepts this provision with the following clarification: "This document contains the entire Agreement of the parties **regarding the purchase of Products from Apple and supersedes any other prior oral or written agreement.** ~~and~~ Neither party shall be bound by any statement or representation not contained herein. **In the event of any conflict or inconsistency between the terms of this Agreement and any license terms accompanying any Product, such license terms shall control solely as to the Product covered by those terms. Any different or additional provisions in purchase orders, invoices or similar documents issued by the Department are hereby deemed refused by Apple and such refused provisions will be unenforceable.** No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to this Agreement that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this Agreement, or to exercise an option or election under this Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option, or election, but the same shall continue in full force and effect. ~~Use of one remedy shall not waive the Department's right to use other remedies. Failure of the Department to use a particular remedy for any breach shall not be deemed as a waiver for any subsequent breach. No waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedies under this Agreement.~~"

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Apple requests that the following provision(s) not addressed in the Bid be incorporated into any resultant contract negotiated with the Department as a result of bid award.



**Delivery.** Title and risk of loss to all Products will pass to the Department upon delivery to the Department's delivery point. If the Department provides Provider with specific shipping instructions, Provider will use commercially reasonable efforts to ship such orders according to the Department's instructions. Shipping charges for orders shipped under the Department's instructions will be added to Provider's invoice, or shipped freight collect, at Provider's option. When not shipping Products pursuant to Provider's standard practices but instead shipping via a carrier selected by the Department, Provider will not issue credits or replace Products returned due to damage in transit or that are lost in transit. Prices include standard freight and insurance using a Provider-selected carrier.



## Apple Master Lease Agreements

### Tier 1 Master Capital Lease Purchase Agreement

Master Lease Purchase Agreement No. [MASTER LEASE #] dated as of \_\_\_\_\_, 20\_\_ (“Agreement”), by and between, APPLE, INC., as “Lessor”, and [FULL LEGAL NAME OF LESSEE], as “Lessee” with its principal address of [PRIMARY ADDRESS OF LESSEE].

**DEFINITIONS:** Unless the context otherwise clearly requires, the following terms shall have the respective meanings set forth below for all purposes this Agreement and of each Schedule:

**Agreement** - this master lease purchase agreement.

**Code** - Internal Revenue Service Code of 1986 as amended from time to time.

**Contractor** - any manufacturer or vendor of the System.

**Damaged Equipment** - Equipment that is lost, stolen or damaged.

**Damages** - means any injuries, damages, penalties, claims or losses, including reasonable legal expenses, incurred by you or any other person caused by the transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the System.

**Day** - a calendar day unless otherwise specified.

**Documents** - each Lease, any documents relative to the acquisition of the System and any other documents required to be delivered in connection with each Lease.

**Escrow Account** - an account from which the cost of the System is to be paid.

**Equipment** - all items of personal property described in the applicable Schedule and subject to this Agreement.

**Equipment Location** - the place where you have represented that all items of personal property described in the applicable Schedule and subject to this Agreement will be located.

**Lease** - this Agreement and a Schedule.

**Lease Term** - the time period listed in the applicable Schedule.

**Lessor Equipment** - Equipment manufactured or assembled by Lessor.

**Net Book Value** - any and all amounts which may be due and payable by you to us under the Lease, plus the present value of all Rent payments remaining through the end of the Lease Term as stated in an amortization schedule attached to the Schedule.

**Other Equipment** - Equipment not manufactured, assembled, or distributed by Lessor.



**Product Warranty** - any express product warranty from Lessor.

**Rent** - payments payable by the Lessee to Lessor for the acquisition of the System as shown in the applicable Schedule.

**Schedule** - any lease schedule under this Agreement signed by you and accepted by us.

**Software** - means any operating systems or application programs described in the applicable Schedule and subject to this Agreement.

**System** - Equipment or Software, or both, including services and software license (s), in the applicable Schedule.

**System Cost** - cash price of Equipment, including fees for Software license.

**We, Us, and Our** – Lessor or our agent.

**You and Your** – Lessee or your agent.

Other capitalized terms not otherwise defined in this Agreement are defined in the Schedule.

## TERMS AND CONDITIONS

**1. ACQUISITION OF SYSTEM.** By execution of this Agreement alone, neither you nor we have made a commitment to lease any System. The execution of a Schedule, which incorporates the terms and conditions of this executed Agreement shall constitute a commitment to lease the System. You hereby represent and warrant that the System and the Contractor have been selected by you in compliance with all applicable laws, codes, ordinances, regulations, and policies, including but not limited to, any solicitation of competitive pricing and/or bidding requirements, governing your acquisition, use, leasing, and/or financing of equipment or software license fees. You further represent and warrant that we shall have no responsibility in connection with the selection of the Equipment, or the Software, the ordering of the Equipment, or the Software, its suitability for the use intended by you, your compliance or non-compliance with competitive pricing and/or bidding requirements, the acceptance by the Contractor or the Contractor's sales representative of the order submitted, or any delay or failure by the Contractor or its sales representative to manufacture, deliver, install, or maintain the Equipment, or the Software for your use. You shall order the System from the appropriate Contractor.

**ESCROW AGREEMENT.** If upon agreement by both you and us as to any System to be acquired and leased by you under this Agreement, you and we enter into an escrow agreement with an escrow agent establishing an Escrow Account from which the cost of the System is to be paid (a) you and we shall immediately complete and execute a Schedule relating to the System; (b) the amount deposited by us into the Escrow Account shall be repaid by the Rent payable under the related Schedule; and (c) the Rent relating to the System shall have an aggregate principal component equal to the amount of our deposit into the Escrow Account and shall be due and payable as provided in the related Schedule commencing upon the deposit of funds by us into the Escrow Account. You acknowledge and agree that no disbursements shall be made from an Escrow Account except for portions of the System that are operationally complete and



functionally independent and that may be fully utilized by you without regard to whether the balance of the System is delivered and accepted.

**2. LEASE.** You shall advise us in writing of your desire to lease the System, a description of the System, the cost of the System, the Contractor supplying the System, the expected System operational date, the desired lease terms, and any additional information we may require. If we, in our sole discretion, determine the proposed System may be subject to a Lease hereunder, we shall advise you of our acceptance of your request and the conditions of our acceptance. Upon your receipt of the invoices for the System from the Contractor, you will forward those invoices immediately to us and we will furnish you with a proposed Schedule. Subject to the terms of this Agreement, you agree to lease from us the Equipment, and, if applicable, finance any software license fee for any Software, and delivery and installation costs described in each Schedule, when we accept the Schedule at our office. Each Schedule will incorporate the terms, conditions, and provisions of this Agreement and will constitute a separate Lease.

**3. INVOICE PAYMENT OR REIMBURSEMENT.** We shall have no obligation whatsoever to make any payment to a Contractor or reimburse you for any payment you made to a Contractor for the System until five (5) business days after we have received all of the following in form and substance satisfactory to us in our sole discretion: (a) a Schedule executed by a person duly authorized by your governing board; (b) a written notice from you of acceptance of the System; (c) a resolution or evidence of other official action taken by or on behalf of your governing board to authorize the acquisition of the System on the terms provided in the Schedule; (d) evidence of insurance with respect to the System in compliance with Section 14 of this Agreement; (e) Contractor invoice and/or bill of sale relating to the System and if such invoice has been paid by Lessee, evidence of payment thereof and, if applicable, evidence of official intent to reimburse such payment as required by the Treasury Regulations; (f) a completed and executed Form 8038-G or 8038-GC; (g) an Opinion of Counsel; and (h) any other documents, items, or information required by us.

**4. DELIVERY AND ACCEPTANCE OF SYSTEM.** Acceptance of the System shall occur immediately upon delivery. When you receive the System, you agree to inspect it and to verify in writing such information as we may require. Delivery and installation costs are your responsibility unless otherwise agreed to in advance with us and the Contractor of the System. If you signed a purchase contract for the System, by signing the Schedule you assign your rights, but none of your obligations under it, to us.

**5. RENT.** You agree to pay us Rent consisting of principal and interest (plus applicable taxes) in the amount and frequency stated on each Schedule. If your Rent payments are due in advance, your first Rent payment is due on the date you accept the System or on the date of our deposit into an Escrow Account. We will advise you as to (a) the due date of each Rent payment, and (b) the address to which you must send your payments. Rent is due whether or not you receive an invoice from us. You authorize us to change the Rent by not more than 15% due to changes in the Equipment configuration which may occur prior to our acceptance of the Schedule. We will send you a copy of such changes. Restrictive endorsements on checks you send to us will not reduce your obligations to us. **Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.**

**NON-APPROPRIATION OF FUNDS.** You intend to remit and reasonably believe that moneys in an amount sufficient to remit all Rent and other payments can and will lawfully be



appropriated and made available to permit your continued utilization of the Systems leased under all Leases and the performance of its essential function during the Lease Terms. The person in charge of preparing your budget will include in each of your fiscal budgets a request for the Rent to become due in such fiscal period. We acknowledge that appropriation of moneys for Rent is a governmental function which you cannot contractually commit yourself in advance to perform and this Agreement or any Lease resulting from this Agreement does not constitute: (i) a multiple fiscal year direct or indirect debt or financial obligation; or (ii) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (iii) an obligation creating a pledge of or a lien on your tax or general revenues. In the event that your governing board does not approve an appropriation of funds at any time during the Lease Term for the payment of Rent and other payments if any due and to become due for a fiscal year during the Lease Term for the System subject to the Lease you shall have the right to return the System in accordance with Section 18 of this Agreement and terminate the Lease on the last day of the fiscal period for which sufficient appropriations were received without penalty or expense to you, except as to the portion of Rent for which funds shall have been appropriated and budgeted. At least thirty (30) Days prior to the end of your fiscal year, your chief executive officer (or legal counsel) shall certify in writing that (a) despite your utilization of best efforts to obtain sufficient appropriations, funds have not been appropriated for the fiscal period, and (b) you have exhausted all funds legally available for the payment of Rent. You acknowledge and agree that this non-appropriation provision is not intended to be used as a substitute for convenience termination nor for the purpose of replacing the System with other substantially identical property. To the extent permitted by applicable law, you acknowledge and agree not to utilize the non-appropriation provision for such purposes.

**6. UNCONDITIONAL OBLIGATION. EXCEPT AS PROVIDED IN THE SECOND PARAGRAPH OF SECTION 5 "NON- APPROPRIATION OF FUNDS," YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER EACH SCHEDULE FOR THE FULL LEASE TERM EVEN IF THE SYSTEM IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF YOU HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER EACH SCHEDULE FOR ANY REASON WHATSOEVER.**

**7. DISCLAIMER OF WARRANTIES. THE SYSTEM IS BEING LEASED TO YOU IN AS-IS CONDITION (which is the condition of the System at the time of acceptance). NO INDIVIDUAL IS AUTHORIZED TO CHANGE ANY PROVISION OF THE LEASE. YOU AGREE THAT YOU HAVE SELECTED THE SYSTEM BASED UPON YOUR OWN JUDGMENT. YOU HAVE NOT RELIED ON ANY STATEMENTS WE OR OUR EMPLOYEES HAVE MADE. EXCEPT AS PROVIDED IN OUR WRITTEN PRODUCT WARRANTY, WE HAVE NOT MADE AND DO NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE SYSTEM'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW.** You are aware that we manufactured and/or assembled the Lessor Equipment and will contact us for a description of your warranty rights with respect to Lessor Equipment. You agree to settle any dispute you may have regarding performance of the Lessor Equipment directly with us and not make any claim against the Rent due any new owner described in Section 21. You agree to continue to pay such new owner all Rent and other payments even if you have a dispute with



us regarding the Lessor Equipment. Nothing in this Agreement or in any Schedule shall relieve us of any obligations which we may have as the manufacturer or the distributor of the Lessor Equipment including, without limitation, the obligations outlined in the Product Warranty. You acknowledge and agree that the Product Warranty is a separate agreement between you and us and not a part of this Agreement. You are also aware of the name of the manufacturer of Other Equipment and the name of the Software licensor. You agree to contact the manufacturer of the Other Equipment or the licensor of the Software for a description of your warranty rights. Provided you are not in default under the Lease, you may enforce all of the warranty rights directly against the manufacturer of the Other Equipment or the licensor of the Software, as the case may be. You agree to settle any disputes you may have regarding performance of the Other Equipment or the Software directly with the manufacturer of the Other Equipment or the licensor of the Software, as the case may be, and not make any claim against the Rent due us or any new owner described in Section 21. You agree to continue to pay us (or such new owner) all Rent and other sums which may be due and payable even if you have a dispute with any manufacturer of the Equipment or the licensor of the Software, including, without limitation, such manufacturer's or licensor's bankruptcy.

**8. TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where you are located, you shall have title to the Equipment immediately upon acceptance and shall be deemed to be the owner of the Equipment as long as you are not in default under the Lease. In the event of a default, title to the Equipment shall revert to us free and clear of any rights or interests you may have in the Equipment. To secure all of your obligations to us under the Lease you hereby grant us a first priority purchase money security interest in (a) the Equipment to the extent of your interests in the Equipment, (b) anything attached or added to the Equipment at any time, (c) any money or property from the sale of the Equipment, (d) any money from an insurance claim if the Equipment is lost or damaged, (e) your rights under each agreement for the licensing of software; (f) the System. You agree that the security interest will not be affected if this Agreement or any Schedule is changed in any way. If allowed by the laws of the state where you are located and if we request, you agree to sign financing statements in order for us to publicly record our security interest. You hereby appoint us as your true lawful attorney-in-fact to affix your signature to UCC financing statements prepared and filed on your behalf by us with the same force and effects as if you have signed such financing statements. The Lease or a copy of the Lease shall be sufficient as a financing statement and may be filed as such.

**9. USE, MAINTENANCE AND REPAIR.** You will not move the System from the Equipment Location without our advance written consent except that any System that has been designed by nature to be a movable piece of technology (such as laptop computers) may be moved within the continental United States without a written consent from the Lessor. In order to facilitate the use of the Equipment by students and/or faculty members of Lessee's organization ("Authorized Users") while on premises other than those belonging to Lessee, Lessee acknowledges and agrees that: (a) Lessee shall use due care to ensure that the System is not (i) used for any illegal activity or private business purposes, or (ii) used by anyone other than Authorized Users; (b) Lessee shall not (i) sub-lease, rent or sell any System (in whole or in part) to any Authorized User, and (c) Lessee (and not Authorized Users) shall be *solely* responsible for (i) maintaining insurance in accordance with Section 14 herein, (ii) payment of any applicable property taxes on the System, and (iii) return of the System to Lessor in the event of Lessee's default or non-appropriation hereunder. You will give us reasonable access to the Equipment Location so that we can check the System's existence, condition and proper



maintenance. You will use the System in the manner for which it was intended, as required by all applicable manuals and instructions and keep it eligible for any manufacturer's certification and/or standard, full service maintenance contract. At your own cost and expense, subject to any applicable written warranties, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs shall be governed by the terms of the Lease. You will not make any permanent alterations to the Equipment that will result in a decrease in the market value of the Equipment.

**10. TAXES.** You agree that you will pay us, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties we are assessed relating to each Lease and the System (excluding taxes based on our net income). You agree to file any required personal property tax returns and, if we ask, you will provide us with proof of payment. We do not have to contest any tax assessments.

**11. CLAIMS.** Inasmuch as our sole responsibility in connection with this Agreement and any subsequent Lease under the Agreement is to provide financing for the acquisition of the System, it is the intent of the parties that we incur no liability, cost or expense with respect to transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the System. You hereby acknowledge and agree that we are not responsible (except for our obligations as outlined in the Product Warranty, as manufacturer and/or assembler of Lessor Equipment, or to the extent caused solely by our intentional or negligent acts or omissions) for any Damages. You agree that you shall not bring or make any claim, lawsuit or action against us and shall reimburse us for and defend us against any claims for any Damages even after the Agreement and each Schedule has expired for acts or omissions which occurred during the Lease Term.

**12. IDENTIFICATION.** You authorize us to insert missing or correct information on the Lease, including, without limitation, your official name, serial numbers and any other information describing the System. We will send you copies of such changes. You will attach to the Equipment any name plates or stickers we provide you.

**13. LOSS OR DAMAGE.** You are responsible for any loss of or Damages to the System from any cause at all, whether or not insured, from the time the System is delivered to you until it is returned to us. If any item of the Equipment is Damaged Equipment you will notify us in writing within fifteen (15) Days of such event. Within fifteen (15) Days after the date you have notified us of such event, at your option, you will either: (a) repair the Damaged Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, while continuing to pay the Rent on a current basis; or (b) while continuing to pay the Rent on a current basis replace the Damaged Equipment at your sole cost and expense with equipment having substantially similar manufacturer's specifications and of equal or greater value to the Damaged Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to our approval, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment; or (c) pay us an amount equal to the Net Book Value of the Damaged Equipment and continue the Lease for the non-Damaged Equipment with Rent equivalent to the product of the total original cost of the non-Damaged Equipment divided by the cost of the System multiplied by the amount of the original Rent. Provided you are not in default or an event of non-appropriation has not occurred under the Lease, we will forward to you any insurance proceeds which we receive for Damaged Equipment for your use to solely



repair or replace the Damaged Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 16 of this Agreement.

**14. INSURANCE.** You agree to (a) keep the System fully insured against loss, naming us and our assigns as loss payee under any commercial or self-insurance plan you may have insuring the System against loss, and (b) obtain a general public liability insurance policy (or suitable program of self-insurance) covering both personal injury and property damage in amounts not less than we may tell you, naming us and our assigns as additional insured, until you have met all of your obligations under the Lease. We are under no duty to tell you if your insurance coverage is adequate. The policies shall state that we are to be notified of any proposed cancellation at least 30 Days prior to the date set for cancellation. Upon our request, you agree to provide us with certificates or other evidence of insurance acceptable to us. If you do not provide us with evidence of proper insurance within 10 Days of our request or we receive notice of policy cancellation, we may (but we are not obligated to) obtain insurance on our interest in the System at your sole expense. You will pay all insurance premiums and related charges. You may request to provide self-insurance on our interest in the System. Approval of such self-insurance shall be subject to such terms and conditions as may be required by us in our sole discretion.

**15. DEFAULT.** You will be in default under this Agreement if any of the following happens: (a) you fail to pay any Rent or other payment due under any Lease within 10 Days after its due date, or (b) you fail to perform or observe any other promise or obligation in the Lease and do not correct the default within 10 Days after we send you written notice of default, or (c) any representation, warranty or statement you have made in the Lease shall prove to have been false or misleading in any material respect, or (d) any insurance carrier cancels or threatens to cancel any insurance on the System, or (e) the System or any part of it is abused, illegally used, or misused, or (f) the System or any part of it is lost, destroyed, or damaged beyond repair and remains uncured in accordance with Section 13, or (g) a petition is filed by or against you under any bankruptcy or insolvency laws, or (h) you default on any other agreement between you and us (or our affiliates), or (i) you fail to obtain insurance as required in Section 14.

**16. REMEDIES.** Upon the occurrence of a default, we may, in our sole discretion, do any or all of the following (without limiting any other rights or remedies available to us): (a) provide written notice to you of default; (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable under any and all Leases, (i) any and all amounts which may be then due and payable by you under the Leases, plus (ii) all Rent payments remaining through the end of the then current fiscal year. We have the right to require you to remove all proprietary data from the System, holding us and any subsequent owner described in Section 21 or their assigns harmless if you fail to do so. If you fail to deliver the System as required by Section 18, you will make the System available to us for repossession during reasonable business hours or we may repossess the System, so long as we do not breach the peace in doing so, or we may use legal process in compliance with applicable law pursuant to court order to have the System repossessed. You will not make any claims against us or the System for trespass, damage or any other reason. If we take possession of the Equipment we may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. You agree that (a) we have no obligation to sell the Equipment, and (b) if we do sell the Equipment we have no obligation to pay any proceeds of such sale to you. You agree (a) to the extent funds are appropriated by you, to pay all of the costs we incur to enforce our rights against you, including attorney's fees, and (b) that we will retain all of our rights against



you even if we do not choose to enforce them at the time of your default. Notwithstanding anything contained in this Section 16 or Section 15 above, if we have assigned our rights in any Lease(s) we shall not have the right to exercise the remedies stated herein for such Lease(s) and the decision whether to exercise any or all of the remedies stated herein shall be in the sole and absolute discretion of the party assigned such Lease(s).

**17. YOUR OPTION AT END OF LEASE.** a) Provided you are not in default, upon expiration of the Lease Term you have the option to purchase all or some of the MacBook Airs or similar for \$40.00 per System and all or some of the iPads or similar for \$20 per System. You shall advise us in writing if you desire to exercise your option to purchase, and the number of Systems you wish to purchase, no later than sixty (60) days prior to the expiration of the Lease Term. (b) Terminal Rent Adjustment. In the event you do not exercise your option to purchase all or some of the Equipment, we will sell the Equipment in a commercially reasonable manner. We will be responsible for all costs and expenses related to return or disposition of all Systems you do not purchase. The Net Proceeds of Sale (hereinafter defined) for any returned Equipment sold by us shall be paid to and retained by us. If the Net Proceeds of Sale of any returned Equipment are more than the purchase option per System we shall pay to you an amount equal to such excess as an adjustment to the final Rent payment under the applicable Lease on the Expiration Date where defined.

**18. RETURN OF SYSTEM.** If (a) a default occurs, or (b) a non-appropriation of funds occurs in accordance with Section 5, at your sole cost you will immediately return the System (including all copies of the Software free of any proprietary data), manuals, and accessories to any location and aboard any carrier we may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 9, and in "Average Saleable Condition." "Average Saleable Condition" means the System is immediately available for use by a third party buyer, user or lessee, other than yourself, without the need for any repair or refurbishment. All Equipment must be free of markings other than those placed at our request. You will pay us for any missing or defective parts or accessories. You will continue to pay Rent until the System is accepted by us. Our acceptance of the System shall occur fifteen (15) Days after delivery unless we reject the Equipment for good cause within such fifteen (15) Day period.

**19. YOUR REPRESENTATIONS AND WARRANTIES.** You hereby represent and warrant to us that as of the date of each Lease, and throughout each Lease Term: (a) you are the entity indicated as Lessee in the Lease and that is your official legal name; (b) you are a State, or a fully constituted political subdivision pursuant to Section 103-1(b) of the Code, or agency of the State in which you are located; (c) you are duly organized and existing under the Constitution and laws of the State in which you are located; (d) you are authorized to enter into and carry out your obligations under the Documents; (e) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, codes, ordinances, regulations, and policies; (f) any person signing the Documents has the authority to do so, is acting with the full express authorization of your governing body, and holds the offices indicated below his or her signature, which is genuine; (g) the System is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (h) you intend to use and own the System for the entire Lease Term and shall take all necessary action, in accordance with the second paragraph of Section 5, to include in your



annual budget any funds required to fulfill your obligations for each fiscal year during each Lease Term; (i) you have complied fully with all applicable laws, codes, ordinances, regulations, and policies, governing open meetings, competitive pricing and/or public bidding and appropriations required in connection with each Lease and the acquisition of the System; (j) your obligations to remit Rent under each Lease constitutes a current expense and not a debt under applicable state law. No provision of the Lease constitutes a pledge of your tax or general revenues, and any provision which is so construed by a court of competent jurisdiction is void from the inception of the Lease; (k) all payments due and to become due during your current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the System; (l) you shall not do or cause to be done any act which shall cause, or by omission of any act allow, the interest portion of any Rent payment to become includible in our gross income for Federal income taxation purposes under the Code; (m) you shall comply with the information reporting requirements of Section 149(e) of the Code (such compliance shall include, but not be limited to, the execution of Forms 8038-G or 8038-GC information returns as appropriate); and (n) all financial information you have provided to us is true and accurate and provides a good representation of your financial condition.

**20. YOUR PROMISES.** In addition to the other provisions of this Agreement, you agree that during the term of each Lease you will take any action we reasonably request to protect our rights in the System and to meet your obligations under the Lease.

**21. ASSIGNMENT. YOU WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE SYSTEM, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE SYSTEM, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED UNDER THIS AGREEMENT.** You will not attach any of the Equipment to any real estate. Upon our reasonable request and at your cost, you will get each person with an interest in the real estate where the System is located to waive any rights they may have in the System. We may, without notifying you, sell, assign, or transfer our rights, but none of our obligations, under any Lease and our interests in the System. You agree that if we do so, the new owner (and any subsequent owners) will have the same rights and benefits that we now have, but will not have to perform any of our obligations. You agree that the rights of the new owner will not be subject to any claims, defenses, or set-offs that you may have against us, the System, or the manufacturer or licensor of the Other Equipment or Software. However, any such assignment, sale, or transfer of the Lease or the System will not relieve us of any obligations we may have to you under the Lease. If you are given notice of a new owner of a Lease, you agree to respond to any requests about the Lease and, if directed by us, to pay the new owner all Rent and other amounts due under the Lease. We will maintain a record of all assignments of the Lease in a form sufficient to comply with the book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time. You hereby appoint us as your agent to maintain such registration record as to the record owner of the Lease.

**22. COLLECTION EXPENSES, OVERDUE PAYMENT, EARLY TERMINATION.** You agree that we can, but do not have to, take on your behalf any action which you fail to take as required by the Lease, and our expenses will be in addition to of the Rent which you owe us. We may charge you a late charge to cover our collection costs equal to the higher of 10% of any late payment or \$22, but not more than the highest legal rate. To the extent allowed by law, any late payment or non-payment of any past due amount will accrue interest at the lower of 18% per annum or the highest legal rate from the due date until paid. If you so request and we permit



the early termination of the Lease (for reasons other than non-appropriation pursuant to Section 5), you agree to pay a fee for such privilege.

**23. AGREED LEASE RATE.** You understand that the Equipment may be purchased (and the Software licensed) for System Cost or it may be leased. By signing the Lease, you acknowledge that you have chosen to lease the System from us for the Lease Term and that you have agreed to pay Rent. **We both intend to comply with all applicable laws. If it is determined that your payments under the Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will we charge or receive or will you pay any amounts in excess of the legal amount.**

**24. MISCELLANEOUS.** Each Lease contains our entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN EACH LEASE.** If a court finds any provision of this Agreement or any Schedule to be unenforceable, the remaining terms of the Lease shall remain in effect. **EACH LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC").** You authorize us or our agent to (a) obtain credit reports, (b) make such other credit inquiries as we may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, we may charge you a fee of up to \$100 per Lease to cover our documentation, filing, and investigation costs. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; *provided, however*, that only counterpart one shall constitute the original for each Lease for purposes of the sale or transfer of a Lease as chattel paper as provided in such Lease.

**25. NOTICES.** All written notices to each other must be sent by certified mail or recognized overnight delivery service, postage prepaid, to the addresses as stated on each Schedule, or by facsimile transmission, with oral confirmation of receipt. At anytime after this Agreement is signed, you or we may change an address or facsimile telephone number by giving notice to the other of the change.

**26. WAIVERS. WE AND YOU EACH AGREE TO WAIVE AND TO TAKE ALL REQUIRED STEPS TO WAIVE ALL RIGHTS TO A JURY TRIAL** To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code including but not limited to your rights to: (a) cancel or repudiate this Agreement; (b) revoke acceptance of the System; (c) recover damages from us for any breach of warranty or for any other reason (other than any obligations which we may have to you under the terms of the Product Warranty for the Lessor Equipment, or as manufacturer and/or assembler of Lessor Equipment, or to the extent caused solely by our intentional or negligent acts or omissions); and (d) grant a security interest in any System in your possession. To the extent you are permitted by applicable law, you waive any rights you now or later may have under any statute or otherwise which may limit or modify any of our rights or remedies. **ANY ACTION YOU TAKE AGAINST US FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT WHICH CAUSED IT.** We will not be liable for specific performance of any Lease or for any losses, damages, delay or failure to deliver the System.



**IMPORTANT:** READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT AND ANY SCHEDULES SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS AGREEMENT OR A SCHEDULE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. YOU AND WE AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF EACH LEASE. EXCEPT FOR AN EVENT OF NON-APPROPRIATION, EACH LEASE IS NOT CANCELABLE. YOU AGREE THAT THE SYSTEM WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

YOU CERTIFY THAT ALL THE INFORMATION YOU HAVE GIVEN IN THIS AGREEMENT, ANY SCHEDULES AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS AGREEMENT WAS SIGNED. THIS AGREEMENT IS NOT BINDING UPON US OR EFFECTIVE UNLESS AND UNTIL WE EXECUTE THIS AGREEMENT. THIS AGREEMENT AND ALL SCHEDULES WILL BE GOVERNED BY THE LAWS OF THE STATE WHERE YOU ARE LOCATED WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF. YOU AGREE TO THE JURISDICTION AND VENUE OF THE FEDERAL COURTS IN THE STATE WHERE YOU ARE LOCATED.

LESSOR: APPLE, INC.

LESSEE: [FULL LEGAL NAME OF LESSEE]

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

FED TAX ID#: \_\_\_\_\_



## Tier 2 Master Capital Lease Purchase Agreement

This Master Lease Purchase Agreement [MLA#] dated as of [MasterDate] (this “Master Lease”) is entered into by and between Apple Inc. (“Lessor”) and [SampleLessee] (“Lessee”).

**1. MASTER LEASE; SCHEDULES.** Subject to the terms of this Master Lease, Lessee agrees to lease, purchase and acquire from Lessor certain equipment and/or software (the “Equipment”) as may be described in any lease schedule in the form of Exhibit A (each, a “Schedule”) which may be executed by the parties from time to time. Nothing in this Master Lease shall be construed to impose any obligation upon, or otherwise commit, Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor’s discretion. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Schedule, and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor’s review of any proposed Schedule. Such documentation may include but shall not be limited to: (a) a description of the proposed Equipment, including the cost and its contemplated use and location, (b) information related to the vendor(s) manufacturing, licensing (subject to the terms of the Vendor’s applicable end user license agreement(s)), delivering, installing or maintaining the proposed Equipment for Lessee (the “Vendor”), (c) documentation or information concerning the financial condition of Lessee, and (d) other information related to the Schedule and Lessee. The terms and conditions of this Master Lease (including all exhibits and any amendments hereto), are incorporated by reference into each Schedule and each Schedule, once executed by Lessor and Lessee, shall constitute a separate and independent lease and installment purchase of the Equipment identified therein, hereinafter referred to as a “Lease.”

**2. INVOICE PAYMENT OR REIMBURSEMENT.** With respect to any Lease, and subject to the provisions of Section 3 if applicable, Lessor shall have no obligation whatsoever to make any payment to a Vendor or reimburse Lessee for any payment made to a Vendor for the Equipment that is the subject of such Lease until three (3) business days after Lessor’s receipt of the following in form and substance satisfactory to Lessor in its sole discretion: (a) a Schedule executed by a duly authorized representative of Lessee; (b) a fully executed partial or final acceptance certificate as applicable, in the form of Exhibit B (“Acceptance Certificate”); (c) a resolution or evidence of other official action taken by Lessee’s governing body authorizing Lessee to enter into the related Lease and any applicable Escrow Agreement, the acquisition of the Equipment subject thereto, and confirming that Lessee’s actions were in accordance with all applicable state, local and federal laws, including laws regarding open meetings and public bidding; (d) evidence of insurance with respect to the Equipment in accordance with the provisions of Section 15 of this Master Lease; (e) a Vendor invoice for the Equipment and, if such invoice has been paid by Lessee, evidence of payment thereof and, if applicable, evidence of official intent to reimburse such payment as required by the Treasury Regulations; (f) a completed and executed Form 8038-G or 8038-GC; (g) an Incumbency Certificate substantially in the form attached as Exhibit C; (h) a Bank Qualification Designation substantially in the form attached as Exhibit D; (i) Lease Payment Instructions substantially in the form attached as Exhibit E; (j) Insurance Coverage Requirements in the form attached as Exhibit F; (k) an opinion of Lessee’s counsel substantially in the form attached as Exhibit G; and (l) such other documents, items, or information reasonably required by Lessor.



**3. ESCROW AGREEMENT.** Upon agreement by both Lessee and Lessor as to any Lease, the parties shall enter into an escrow agreement (an "Escrow Agreement") with an escrow agent selected by Lessee, such selection subject to Lessor's approval, establishing an account from which the cost of the Equipment subject to such Lease is to be paid (the "Escrow Account"). Upon execution and delivery of an Escrow Agreement by the parties thereto and satisfaction of any conditions precedent set forth in Section 2 of this Master Lease or in such Escrow Agreement, Lessor shall deposit or cause to be deposited into the Escrow Account under the related Escrow Agreement funds for the payment of the costs of acquiring the Equipment under such Lease. Lessee acknowledges and agrees that no disbursements shall be made from an Escrow Account except for portions of the Equipment that are operationally complete and functionally independent and that may be fully utilized by Lessee without regard to whether the balance of the Equipment is delivered and accepted.

**4. DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease, and pay any and all delivery and installation costs and applicable sales and other taxes in connection therewith. When the Equipment identified in any Lease has been delivered and installed, Lessee shall immediately inspect the Equipment and evidence its acceptance by executing and delivering to Lessor the Acceptance Certificate. If Lessee signed a purchase contract for the Equipment, by signing a Schedule Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.

**5. LEASE PAYMENTS.** Lessee agrees to pay "Lease Payments" to Lessor in accordance with the payment schedule set forth in each Lease, exclusively from legally available funds, consisting of principal and interest components in the amounts and on such dates as provided in each Lease. Lessee shall pay Lessor a charge on any Lease Payment not paid on the date such payment is due at the rate of 12% per annum or the highest lawful rate, whichever is less, from such due date until paid. The "Commencement Date" for each Lease is the date when interest commences to accrue under such Lease, which date shall be the earlier of (a) the date Lessee partially or fully accepts the Equipment pursuant to Section 4, or (b) the date of Lessor's deposit into an Escrow Account of sufficient monies to purchase the Equipment. Lessor will advise Lessee as to the address to which Lease Payments shall be sent. The Lease Payment is due whether or not Lessee receives an invoice. Restrictive endorsements on checks sent by Lessee will not reduce Lessee's obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes may be paid by Lessee from funds advanced to Lessee by Lessor for such purpose in connection with the execution and delivery of the related Lease or may be paid by Lessee pursuant to Section 4 hereof. **Lesser and Lessee understand and intend that the obligation of Lessee to pay Lease Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or debt by Lessee, nor shall anything contained in this Master Lease or in any Lease constitute a pledge of the general tax revenues, funds or monies of Lessee.**

**6. NON-APPROPRIATION OF FUNDS.** Lessee is obligated to pay Lease Payments under each Lease for each fiscal period as may lawfully be made from funds budgeted and appropriated for that purpose for such fiscal period. Lessee currently intends to remit and reasonably believes that funds in an amount sufficient to remit all Lease Payments and other payments under each



Lease can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment under such Lease and the performance of its essential function during the scheduled "Lease Term" as reflected in each Lease. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Lease Payments under each Lease may be made, including making provision for such payments to the extent necessary in each budget or appropriation request adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, Lessor acknowledges that the decision whether or not to budget and appropriate funds or to extend the term of a Lease for any period beyond the original or any additional fiscal period is within the discretion of the governing body of Lessee. In the event that Lessee's governing body fails or is unwilling to budget, appropriate or otherwise make available funds for the payment of Lease Payments and other payments, if any, under a Lease following the then current fiscal period (an "Event of Non-appropriation"), Lessee shall have the right to terminate such Lease on the last day of the fiscal period for which sufficient appropriations were made without penalty or expense, except as to the portion of any Lease Payment for which funds shall have been appropriated and budgeted, in which event Lessee shall return the Equipment subject to such Lease in accordance with Section 19 of this Master Lease. Lessee agrees to deliver notice to Lessor of such Event of Non-appropriation with respect to a Lease and termination at least thirty (30) days prior to the end of the then current fiscal period, but failure to give such notice shall not extend the term of the affected Lease beyond such then current fiscal period.

**7. UNCONDITIONAL OBLIGATION.** UPON THE COMMENCEMENT DATE OF A LEASE PURSUANT TO SECTION 5 OF THIS MASTER LEASE, AND EXCEPT AS PROVIDED IN SECTION 6, "NON-APPROPRIATION OF FUNDS," THE OBLIGATIONS OF LESSEE TO MAKE LEASE PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON INCLUDING, WITHOUT LIMITATION, ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DISPUTES WITH LESSOR OR ANY VENDOR OF ANY EQUIPMENT, DEFECTS, MALFUNCTIONS OR BREAKDOWNS IN THE EQUIPMENT, ANY ACCIDENT, CONDEMNATION, DAMAGE, DESTRUCTION, OR UNFORESEEN CIRCUMSTANCE, OR ANY TEMPORARY OR PERMANENT LOSS OF ITS USE.

**8. DISCLAIMER OF WARRANTIES.** THE SOLE WARRANTY FOR THE EQUIPMENT IS THE APPLICABLE PRODUCT WARRANTY (DEFINED BELOW). LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, INCLUDING WITHOUT LIMITATION, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, NON-INFRINGEMENT, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW, OR THAT THE OPERATION OR USE OF THE EQUIPMENT WILL BE UNINTERRUPTED, SECURE OR FREE OF ERRORS, DEFECTS, VIRUSES, MALFUNCTIONS, AND LESSEE, AS OF THE DATE OF LESSEE'S ACCEPTANCE AS SET FORTH IN SECTION 4, ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. LESSEE ACKNOWLEDGES THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. Lessee acknowledges that the Equipment was manufactured and/or assembled, or in the case of software was developed and licensed, by the applicable Vendor and that any warranty rights with respect to such Equipment shall be provided by the applicable Vendor (the "Product Warranty"). Lessee agrees to settle any dispute it may have regarding performance of the Equipment directly with the applicable Vendor and not to make any claim against the Lease Payments due Lessor or any Assignee (as hereinafter defined).



Lessee agrees to continue to pay Lessor, or such Assignee (as applicable), all Lease Payments and other payments without abatement or set off for any dispute with a Vendor regarding the Equipment. Nothing in this Master Lease or in any Lease shall relieve Apple Inc. of its obligations under the Product Warranty offered by Apple Inc. for applicable Apple-branded Equipment. Lessee acknowledges and agrees that the Product Warranty is a separate agreement between Lessee and the applicable Vendor and that such Product Warranty is not a part of this Master Lease or any Lease.

**9. TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, during each Lease Term, title to the Equipment shall be vested in Lessee, subject to the rights of Lessor under such Lease. In the event Lessor terminates a Lease pursuant to Section 17 of this Master Lease or an Event of Non-Appropriation occurs under a Lease, title to the related Equipment shall immediately vest in Lessor free and clear of any rights, title or interests of Lessee. Lessee, at its expense, shall protect and defend Lessee's title to the Equipment and Lessor's rights and interests therein and keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons.

To secure the payment of all of Lessee's obligations under each Lease, Lessee hereby grants to Lessor a first priority purchase money security interest in the Equipment subject to each such Lease, anything attached or added to the Equipment by Lessee at any time, Lessee's rights under each agreement for the licensing of software to the extent that a security interest therein may be granted without violating the terms of such agreement, and on all proceeds, including proceeds from any insurance claims for loss or damage, from such Equipment. Lessee authorizes Lessor to file a financing statement perfecting Lessor's security interest under the laws of Lessee's state. Lessee agrees to promptly execute such additional documents, in a form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated. If applicable, as further security therefor, Lessee hereby grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising each Escrow Account and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code.

**10. USE, MAINTENANCE AND REPAIR.** Upon installation, no item of Equipment will be moved from the location specified for it in the related Lease (the "Equipment Location") without Lessor's prior consent, which consent will not be unreasonably withheld, except that any items of Equipment that are intended by design to be a mobile piece of technology (i.e. laptop computers) may be moved within the continental U.S. without consent. Lessor shall have the right at all reasonable times during regular business hours, subject to compliance with Lessee's customary security procedures, to enter into and upon the property of Lessee for the purpose of inspecting the Equipment. In order to facilitate the use of the Equipment by students and/or Lessee's employees ("Authorized Users") while on premises other than those belonging to Lessee, Lessee acknowledges and agrees that: (a) Lessee shall use due care to ensure that the Equipment is not (i) used in violation of any applicable law, in a manner contrary to that contemplated by the related Lease, or for private business purposes, or (ii) used by anyone other than Authorized Users; and (b) Lessee (and not Authorized Users) shall be solely



responsible for (i) maintaining insurance in accordance with the terms of the related Lease, (ii) payment of any applicable sales, property and other taxes on the Equipment, and (iii) return of the Equipment under a Lease to Lessor upon the occurrence of an Event of Default or Event of Non-appropriation thereunder. Lessee agrees that it will use the Equipment under each Lease in the manner for which it was intended, as required by all applicable manuals and instructions and as required to keep the Equipment eligible for any manufacturer's certification and/or standard, full service maintenance contract. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment under each Lease in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs shall be governed by the terms of the related Lease. Lessee will not make any permanent alterations to the Equipment that will result in a decrease in the market value of the Equipment.

**11. LIENS; TAXES.** LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED UNDER THIS MASTER LEASE AND THE RELATED LEASE. The parties to this Master Lease intend that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will be exempt from all property taxes. Lessee shall timely pay all assessments, license and filing fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, whether payable by Lessor or Lessee, now or hereafter imposed by any governmental body or agency on or relating to the Equipment or the Lease Payments or the use, registration, rental, shipment, transportation, delivery, ownership or operation of the Equipment and on or relating to this Master Lease or any Lease; *provided, however*, that the foregoing shall not include any federal, state or local income or franchise taxes of Lessor.

**12. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, LESSOR SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES OF LESSEE RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY, with respect to each Lease, Lessee agrees that (a) Lessor shall have no liability, cost or expense with respect to transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment, and (b) Lessor shall have no responsibility in connection with the selection of the Equipment, the ordering of the Equipment, its suitability for the use intended by Lessee, Lessee's compliance or non-compliance with competitive pricing and/or bidding requirements, the acceptance by the Vendor of the order submitted, if applicable, or any delay or failure by the Vendor or its sales representative to, deliver, install, or maintain the Equipment for Lessee's use. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM OF EQUIPMENT PROVIDED FOR IN ANY LEASE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY AND REGARDLESS OF WHETHER LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE THAT THE PROVISIONS IN THIS MASTER LEASE FAIRLY ALLOCATE THE RISKS BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS MASTER LEASE.



**13. IDENTIFICATION.** Lessor shall be entitled to insert missing or correct information on the related Lease, including, without limitation, Lessee's official name, serial numbers and any other information describing the Equipment under such Lease; provided that Lessor forwards copies of such changes to Lessee.

**14. LOSS OR DAMAGE.** Lessee shall be responsible for any loss, theft of and/or damage to the Equipment or any portion thereof from any cause whatsoever, regardless of the extent or lack of insurance coverage, from the time the Equipment is delivered to Lessee pursuant to the related Lease until the end of the Lease Term thereunder or until the Equipment is returned to Lessor pursuant to Section 19 of this Master Lease. If any item of the Equipment is lost, stolen or damaged, Lessee shall immediately provide written notice of such loss to Lessor and shall, within fifteen (15) days after such loss, at Lessee's option, either: (a) repair the damaged Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, (b) replace the damaged Equipment at Lessee's sole cost and expense with equipment having substantially similar manufacturer's specifications and of equal or greater value to the damaged Equipment immediately prior to such Equipment being damaged, such replacement equipment to be subject to Lessor's approval, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment; or (c) pursuant to Section 18(b), purchase Lessor's interest in the damaged Equipment on a pro rata basis (notwithstanding the limitation in Section 18(b) only to prepaying in whole) and continue the related Lease for the non-damaged Equipment for the balance of the applicable Lease Term. In such event, Lessor will provide Lessee with a revised amortization of Lease Payments for the non-damaged Equipment. Lessor will forward to Lessee any insurance proceeds which Lessor receives for damaged Equipment for Lessee's use in the repair or replacement of the damaged Equipment, unless there has been an Event of Default or an Event of Non-appropriation by Lessee, in which event Lessor will apply any insurance proceeds received to reduce Lessee's obligations under Section 17 of this Master Lease.

**15. INSURANCE.** In the event that Lessee is not self-insured (as hereafter provided), Lessee shall, at its expense, keep the Equipment fully insured against loss, fire, theft, damage or destruction from any cause whatsoever in an amount not less than the greater of (a) the total Lease Payments for the Lease Term under the related Lease or (b) the full replacement cost of the Equipment without consideration for depreciation. Upon Lessor's request, Lessee shall also provide such additional insurance against injury, loss or damage to persons or property arising out of the use or operation of the Equipment as is customarily maintained by owners of property similar to the Equipment. With Lessor's prior written consent, Lessee may self-insure against such risks. The policy shall state that Lessor shall be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. All such insurance shall be in form, issued by such insurance companies and be in such amounts as shall be satisfactory to Lessor, and shall provide that losses, if any, shall be payable to Lessor as "loss payee," and all such liability insurance shall include Lessor as an "additional insured." Upon Lessor's request, Lessee shall provide Lessor with a certificate or other evidence of insurance acceptable to Lessor evidencing the insurance coverage required under the related Lease. In the event Lessee fails to provide such evidence within 10 days of Lessor's request, or upon Lessor's receipt of a notice of policy cancellation, Lessor may (but shall not be obligated to) obtain insurance



covering Lessor's interest in the Equipment at Lessee's sole expense. Lessee will pay all insurance premiums and related charges.

**16. DEFAULT.** Lessee will be in default under a Lease upon the occurrence of any of the following (each, an "Event of Default"): (a) Lessee fails to pay any Lease Payment or other payment due in full under such Lease within 10 calendar days after its due date; (b) Lessee fails to perform or observe any other promise or obligation in this Master Lease and/or any Lease and does not correct the default within 30 days after written notice of default by Lessor; (c) any representation, warranty or statement made by Lessee in this Master Lease or any Lease shall prove to have been false or misleading in any material respect when made; (d) Lessee fails to obtain and maintain insurance as required by Section 15, or any insurance carrier cancels any insurance on the Equipment; (e) the Equipment or any portion thereof is misused, used in a manner not authorized by the applicable end user license agreement (if any) accompanying such Equipment, or used in violation of the terms of the related Lease; (f) the Equipment or any part thereof is lost, destroyed, or damaged beyond repair and remains uncured in accordance with Section 14; (g) a petition is filed by or against Lessee under any bankruptcy or insolvency laws; or (h) an Event of Default occurs under any other Lease or prior financing with Lessor or assigns or their respective affiliates, but any such Assignee may only exercise remedies with respect to other Leases for which it is the Assignee.

**17. REMEDIES.** Upon the occurrence of an Event of Default under a Lease, Lessor may, in its sole discretion, do any or all of the following (without penalty, liability or obligation on Lessor's part and without limiting any other rights or remedies available to Lessor): (a) provide written notice to Lessee of the Event of Default; (b) as liquidated damages for loss of a bargain, and not as a penalty, declare due and payable any and all amounts which may then be due and payable under the Lease, plus all Lease Payments remaining through the end of the then current fiscal period; (c) with or without terminating the Lease Term under such Lease, (i) enter the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor in accordance with the requirements in Section 19, and (ii) at Lessee's expense, sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between the Lease Payment payable by Lessee pursuant to the terms of such Lease to the end of the current fiscal period and the net proceeds of any such sale, lease or sublease. Lessor may require Lessee to remove all proprietary data from the Equipment, holding Lessor and its assigns harmless if Lessee fails to do so. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. The exercise of any of such remedies shall not relieve Lessee of any other liabilities under any other Lease. Without limiting the foregoing, Lessor may take whatever action, either at law or in equity, may appear necessary or desirable to enforce its rights under any Lease, or as a secured party in any or all of the Equipment. No remedy of Lessor is intended to be exclusive and every such remedy, now or hereafter existing, at law or in equity, shall be cumulative and shall be in addition to every other remedy given under a Lease. In the event that Lessor sells or otherwise liquidates the Equipment following an Event of Default or an Event of Non-appropriation as herein provided and realizes net proceeds (after payment of costs) in excess of total Lease Payments under the related Lease that would have been paid during the related scheduled Lease Term plus any other amounts then due under the related Lease or Leases, Lessor shall immediately pay the amount of any such excess to Lessee.



**18. YOUR OPTION AT END OF LEASE.** a) Provided you are not in default, upon expiration of the Lease Term you have the option to purchase all or some of the MacBook Airs or similar for \$40.00 per System and all or some of the iPads or similar for \$20 per System. You shall advise us in writing if you desire to exercise your option to purchase, and the number of Systems you wish to purchase, no later than sixty (60) days prior to the expiration of the Lease Term. (b) Terminal Rent Adjustment. In the event you do not exercise your option to purchase all or some of the Equipment, we will sell the Equipment in a commercially reasonable manner. We will be responsible for all costs and expenses related to return or disposition of all Systems you do not purchase. The Net Proceeds of Sale (hereinafter defined) for any returned Equipment sold by us shall be paid to and retained by us. If the Net Proceeds of Sale of any returned Equipment are more than the purchase option per System we shall pay to you an amount equal to such excess as an adjustment to the final Rent payment under the applicable Lease on the Expiration Date where defined.

**19. RETURN OF EQUIPMENT.** In the case of an Event of Default under a Lease or an Event of Non-appropriation by Lessee with respect to a Lease in accordance with Section 6, Lessee will, at Lessee's sole cost and expense, immediately return the Equipment (including all copies of any software free of any proprietary data), manuals, and accessories to any location and aboard any carrier Lessor may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, and maintained in accordance with the terms of the related Lease. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Lease Payments until the Equipment is accepted by Lessor, which acceptance shall be deemed to occur fifteen (15) days after delivery unless Lessor rejects the Equipment for good cause within such fifteen (15) day period. Notwithstanding anything in this Section 19 to the contrary, any amounts to be paid by Lessee as provided in this Section 19 shall be payable solely from funds legally available for the purpose.

**20. LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents, covenants and warrants for the benefit of Lessor that as of the date hereof and as of Commencement Date for each Lease, and throughout each Lease Term: (a) Lessee is a state or political subdivision thereof within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) Lessee is duly organized and existing under the Constitution and laws of the state in which Lessee is located; (c) Lessee is authorized to enter into and carry out its obligations under this Master Lease and each Lease and every other document required to be delivered in connection with this Master Lease and a Lease; (d) this Master Lease and each Lease have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, codes, ordinances, regulations, and policies; (e) any person signing the Master Lease and each Lease has the authority to do so, is acting with the full express authorization of Lessee's governing body, and holds the office indicated below his or her signature, which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take such action, in accordance with Section 6, to include in its annual budget request, for submission to Lessee's governing body, any funds required to fulfill Lessee's obligations for each succeeding fiscal period during the applicable



Lease Term; (h) Lessee has complied fully with all applicable laws, codes, ordinances, regulations, and policies, governing open meetings, competitive pricing and/or public bidding and appropriations required in connection with each Lease, the selection and acquisition of the Equipment and the selection of Vendor; (i) all payments due and to become due during Lessee's current fiscal period under a Lease are within the fiscal budget of such fiscal period, and are or will be included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment under the related Lease; (j) Lessee shall not do or cause to be done any act which shall cause, or by omission of any act allow, the interest portion of any Lease Payment to become includible in Lessor's gross income for Federal income taxation purposes under the Code; (k) Lessee shall comply with the information reporting requirements of Section 149(e) of the Code with respect to each Lease (such compliance shall include, but not be limited to, the execution of Form 8038-G or 8038-GC information reporting returns as appropriate); (l) all financial information provided by Lessee is true and accurate and fairly represents Lessee's financial condition; (m) Lessee has not for at least its most recent ten fiscal periods failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement; (n) there is no litigation, pending or threatened that would materially adversely affect the transactions contemplated by this Master Lease, any Lease or the financial condition of Lessee; and (o) any and all Equipment that Lessee leases, purchases and/or acquires pursuant to this Master Lease and any Lease hereunder is for Lessee's internal purposes only and Lessee is not and will not lease, purchase or acquire the Equipment for resale.

**21. ASSIGNMENT.** Lessor may, upon notice to Lessee but without Lessee's consent, sell, assign, or transfer from time to time Lessor's rights, title, and interest under this Master Lease and/or any Lease or Leases or interest therein, including the right to receive Lease Payments under a Lease and Lessor's security interest in the Equipment under a Lease and any related Escrow Agreement to one or more assignees or subassignees (each, an "Assignee"). Lessee agrees that, upon such assignment, the Assignee will have the same rights and benefits of Lessor under the terms of the related Lease. Lessee agrees that the rights of Assignee will not be subject to any claims, defenses, or set-offs that Lessee may have against any Vendor. Upon notice to Lessee of such assignment, Lessee agrees to respond to any requests about the related Lease and, if directed by Lessor, to pay Assignee all Lease Payments and other amounts due under such Lease. Lessee hereby appoints Lessor as its agent to maintain a record of all assignments of each Lease in a form sufficient to comply with the registration requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time, and Lessor agrees to maintain such registration record.

**22. ADDITIONAL PAYMENTS.** Lessor may, but is not obligated to, take on Lessee's behalf any action which Lessee fails to take as required by any Lease, and Lessee shall pay any expenses incurred by Lessor in taking such action, which will be in addition to the Lease Payments as set forth in the related Lease.

**23. RELEASE AND INDEMNIFICATION.** To the extent permitted by applicable state law and subject to Section 6, Lessee shall indemnify, release, protect, hold harmless, save and defend Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of the cause thereof, and all costs and expenses in connection therewith (including, without limitation, attorneys' fees) arising out of or resulting from (a) entering into this Master Lease and/or any Lease; (b) the ownership of any item of Equipment; (c) the ordering,



acquisition, use, installation, deployment, testing, operation, condition, purchase, delivery, rejection, storage or return of any item of Equipment; (d) any damage to property or personal injury or death of any person in connection with the operation, use, installation, deployment, testing, condition, possession, storage or return of any item of Equipment, or in connection with or resulting from Lessee's acts, omissions, negligence, misconduct or breach of any provision of this Master Lease or any Lease(s) hereunder; and/or (e) the breach of any covenant or any material representation of Lessee contained in this Master Lease or any Lease. The indemnification obligations set forth herein shall continue in full force and effect notwithstanding the payment in full of all obligations under any Lease or the termination of the Lease Term under any Lease for any reason.

**24. MISCELLANEOUS.** Each Lease, together with this Master Lease, contains the entire agreement of the parties regarding the subject matter hereof which is limited to lease financing. TIME IS OF THE ESSENCE IN EACH LEASE. If a court of competent jurisdiction finds any provision of any Lease to be unenforceable, the remaining terms of such Lease shall remain in full force and effect. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only counterpart one of each Lease (including the terms and conditions of this Master Lease incorporated therein by reference) shall constitute the original for such Lease for purposes of the sale or transfer of such Lease as chattel paper. References herein to "Lessor" shall be deemed to include each of its Assignees from and after the effective date of each assignment; references herein to "Lessor" shall not refer to Apple Inc. in its capacity as a Vendor or in any capacity other than as a lessor hereunder. The captions or heading in this Master Lease and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions. This Master Lease and each Lease will be governed by the laws of the state where Lessee is located without regard to the conflict of law principles thereof. Lessor and Lessee both intend to comply with all applicable laws. If it is determined that Lessee's payments under the Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal, and interest will be charged at the highest rate allowed by law.

**25. NOTICES.** All written notices under any Lease must be sent by certified mail or recognized overnight delivery service, postage prepaid, to the addresses as stated on each Lease, or by facsimile transmission, with written confirmation of receipt.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS MASTER LEASE AND EACH LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS MASTER LEASE OR A LEASE MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS MASTER LEASE OR A LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN THE PARTIES. EXCEPT FOR AN EVENT OF NON-APPROPRIATION, EACH LEASE IS NOT CANCELABLE BY LESSEE.



LESSOR: APPLE INC.

LESSEE: [SampleLessee]  
[LesseeAddress]  
[City], [ST], [ZIP]

BY \_\_\_\_\_

BY \_\_\_\_\_

NAME \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

FED TAX ID# \_\_\_\_\_



## Tier 1 & 2 FMV Master Lease Agreement

Master Lease Agreement No. [MASTER LEASE #] dated as of \_\_\_\_\_, 20\_\_ (“Agreement”), by and between, APPLE, INC., as “Lessor”, and [FULL LEGAL NAME OF LESSEE], as “Lessee” with its principal address of [PRIMARY ADDRESS OF LESSEE].

**DEFINITIONS:** Unless the context otherwise clearly requires, the following terms shall have the respective meanings set forth below for all purposes this Agreement and of each Schedule:

**Agreement** - this master lease agreement.

**Code** - Internal Revenue Service Code of 1986 as amended from time to time.

**Contractor** - any manufacturer or vendor of the System.

**Damaged Equipment** - Equipment that is lost, stolen or damaged.

**Damages** - means any injuries, damages, penalties, claims or losses, including reasonable legal expenses, incurred by you or any other person caused by the transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the System.

**Day** - a calendar day unless otherwise specified.

**Documents** - each Lease, any documents relative to the lease of the System and any other documents required to be delivered in connection with each Lease.

**Escrow Account** - an account from which the cost of the System is to be paid.

**Equipment** - all items of personal property described in the applicable Schedule and subject to this Agreement.

**Equipment Location** - the place where you have represented that all items of personal property described in the applicable Schedule and subject to this Agreement will be located.

**Lease** - this Agreement and a Schedule.

**Lease Term** - the time period listed in the applicable Schedule.

**Lessor Equipment** - Equipment manufactured or assembled by Lessor.

**Net Book Value** – (i) any and all amounts which may be due and payable by you to us under the Lease, plus (ii) the present value of all Rent payments remaining through the end of the Lease Term discounted at the lesser of 6% or the highest rate allowed by law plus (iii) our reasonable estimate of the fair market value of like equipment as of the end of the Lease Term.

**Other Equipment** - Equipment not manufactured, assembled, or distributed by Lessor.

**Product Warranty** - any express product warranty from Lessor.



**Rent** - payments payable by the Lessee to Lessor for the lease of the System as shown in the applicable Schedule.

**Schedule** - any lease schedule under this Agreement signed by you and accepted by us.

**Software** - means any operating systems or application programs described in the applicable Schedule and subject to this Agreement.

**System** - Equipment or Software, or both, in the applicable Schedule.

**System Cost** - cash price of Equipment and fee for Software license.

**We, Us, and Our** – Lessor or our agent.

**You and Your** – Lessee or your agent. Other capitalized terms not otherwise defined in this Agreement are defined in the Schedule.

## TERMS AND CONDITIONS

**1. LEASE OF SYSTEM.** By execution of this Agreement alone, neither you nor we have made a commitment to lease any System. The execution of a Schedule, which incorporates the terms and conditions of this executed Agreement shall constitute a commitment to lease the System. You hereby represent and warrant that the System and the Contractor have been selected by you in compliance with all applicable laws, codes, ordinances, regulations, and policies, including but not limited to, any solicitation of competitive pricing and/or bidding requirements, governing your acquisition (by exercise of any applicable purchase option), use, leasing, and/or rental of equipment or payment of software license fees. You further represent and warrant that we shall have no responsibility in connection with the selection of the Equipment or the Software, the ordering of the Equipment or the Software, its suitability for the use intended by you, your compliance or non-compliance with competitive pricing and/or bidding requirements, the acceptance by the Contractor or the Contractor's sales representative of the order submitted, or any delay or failure by the Contractor or its sales representative to manufacture, deliver, install, or maintain the Equipment or the Software for your use. You shall order the System from the appropriate Contractor.

**ESCROW AGREEMENT.** If upon agreement by both you and us as to any System to be acquired by us and leased by you under this Agreement, you and we enter into an escrow agreement with an escrow agent establishing an Escrow Account from which the cost of the System is to be paid (a) you and we shall immediately complete and execute a Schedule relating to the System; (b) the amount deposited by us into the Escrow Account shall be repaid by the Rent payable under the related Schedule; and (c) the Rent relating to the System shall have an aggregate principal component equal to the amount of our deposit into the Escrow Account and shall be due and payable as provided in the related Schedule commencing upon the deposit of funds by us into the Escrow Account. You acknowledge and agree that no disbursements shall be made from an Escrow Account except for portions of the System that are operationally complete and functionally independent and that may be fully utilized by you without regard to whether the balance of the System is delivered and accepted.



**2. LEASE.** You shall advise us in writing of your desire to lease the System, a description of the System, the cost of the System, the Contractor supplying the System, the expected System operational date, the desired lease terms, and any additional information we may require. If we, in our sole discretion, determine the proposed System may be subject to a Lease hereunder, we shall advise you of our acceptance of your request and the conditions of our acceptance. Upon your receipt of the invoices for the System from the Contractor, you will forward those invoices immediately to us and we will furnish you with a proposed Schedule. Subject to the terms of this Agreement, you agree to lease from us the Equipment, and, if applicable, finance any software license fee for any Software, and delivery and installation costs described in each Schedule, when we accept the Schedule at our office. Each Schedule will incorporate the terms, conditions, and provisions of this Agreement and will constitute a separate Lease.

**3. INVOICE PAYMENT OR REIMBURSEMENT.** We shall have no obligation whatsoever to make any payment to a Contractor or reimburse you for any payment you made to a Contractor for the System until five (5) business days after we have received all of the following in form and substance satisfactory to us in our sole discretion: (a) a Schedule executed by a person duly authorized by your governing board; (b) a written notice from you of acceptance of the System; (c) a resolution or evidence of other official action taken by or on behalf of your governing board to authorize the acquisition of the System on the terms provided in the Schedule; (d) evidence of insurance with respect to the System in compliance with Section 14 of this Agreement; (e) Contractor invoice and/or bill of sale relating to the System and if such invoice has been paid by Lessee, evidence of payment thereof and, if applicable, evidence of official intent to reimburse such payment as required by the Treasury Regulations; (f) an Opinion of Counsel; and (g) any other documents, items, or information required by us.

**4. DELIVERY AND ACCEPTANCE OF SYSTEM.** Acceptance of the System shall occur immediately upon delivery. When you receive the System, you agree to inspect it and to verify in writing such information as we may require. Delivery and installation costs are your responsibility unless otherwise agreed to in advance with us and the Contractor of the System. If you signed a purchase contract for the System, by signing the Schedule you assign your rights, but none of your obligations under it, to us.

**5. RENT.** You agree to pay us Rent (plus applicable taxes) in the amount and frequency stated on each Schedule. If your Rent payments are due in advance, your first Rent payment is due on the date you accept the System or on the date of our deposit into an Escrow Account. We will advise you as to (a) the due date of each Rent payment, and (b) the address to which you must send your payments. Rent is due whether or not you receive an invoice from us. You authorize us to change the Rent by not more than 15% due to changes in the Equipment configuration which may occur prior to our acceptance of the Schedule. We will send you a copy of such changes. Restrictive endorsements on checks you send to us will not reduce your obligations to us. **Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.**

**NON-APPROPRIATION OF FUNDS.** You intend to remit and reasonably believe that moneys in an amount sufficient to remit all Rent and other payments can and will lawfully be appropriated and made available to permit your continued utilization of the Systems leased under all Leases and the performance of its essential function during the Lease Terms. The person in charge of preparing your budget will include in each of your fiscal budgets a request for the Rent to become due in such fiscal period. We acknowledge that appropriation of



moneys for Rent is a governmental function which you cannot contractually commit yourself in advance to perform and this Agreement or any Lease resulting from this Agreement does not constitute: (i) a multiple fiscal year direct or indirect debt or financial obligation; or (ii) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (iii) an obligation creating a pledge of or a lien on your tax or general revenues. In the event that your governing board does not approve an appropriation of funds at any time during the Lease Term for the payment of Rent and other payments if any due and to become due for a fiscal year during the Lease Term for the System subject to the Lease you shall have the right to return the System in accordance with Section 18 of this Agreement and terminate the Lease on the last day of the fiscal period for which sufficient appropriations were received without penalty or expense to you, except as to the portion of Rent for which funds shall have been appropriated and budgeted. At least thirty (30) Days prior to the end of your fiscal year, your chief executive officer (or legal counsel) shall certify in writing that (a) despite your utilization of best efforts to obtain sufficient appropriations, funds have not been appropriated for the fiscal period, and (b) you have exhausted all funds legally available for the payment of Rent. You acknowledge and agree that this non-appropriation provision is not intended to be used as a substitute for convenience termination nor for the purpose of replacing the System with other substantially identical property. To the extent permitted by applicable law, you acknowledge and agree not to utilize the nonappropriation provision for such purposes.

**6. UNCONDITIONAL OBLIGATION. EXCEPT AS PROVIDED IN THE SECOND PARAGRAPH OF SECTION 5 "NON- APPROPRIATION OF FUNDS," YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER EACH SCHEDULE FOR THE FULL LEASE TERM EVEN IF THE SYSTEM IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF YOU HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER EACH SCHEDULE FOR ANY REASON WHATSOEVER.**

**7. DISCLAIMER OF WARRANTIES. THE SYSTEM IS BEING LEASED TO YOU IN AS-IS CONDITION (which is the condition of the System at the time of acceptance). NO INDIVIDUAL IS AUTHORIZED TO CHANGE ANY PROVISION OF THE LEASE. YOU AGREE THAT YOU HAVE SELECTED THE SYSTEM BASED UPON YOUR OWN JUDGMENT. YOU HAVE NOT RELIED ON ANY STATEMENTS WE OR OUR EMPLOYEES HAVE MADE. EXCEPT AS PROVIDED IN OUR WRITTEN PRODUCT WARRANTY, WE HAVE NOT MADE AND DO NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE SYSTEM'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW.** You are aware that we manufactured and/or assembled the Lessor Equipment and will contact us for a description of your warranty rights with respect to Lessor Equipment. You agree to settle any dispute you may have regarding performance of the Lessor Equipment directly with us and not make any claim against the Rent due any new owner described in Section 21. You agree to continue to pay such new owner all Rent and other payments even if you have a dispute with us regarding the Lessor Equipment. Nothing in this Agreement or in any Schedule shall relieve us of any obligations which we may have as the manufacturer or the distributor of the Lessor Equipment including, without limitation, the obligations outlined in the Product Warranty. You acknowledge and agree that the Product Warranty is a separate agreement between you and



us and not a part of this Agreement. You are also aware of the name of the manufacturer of Other Equipment and the name of the Software licensor. You agree to contact the manufacturer of the Other Equipment or the licensor of the Software for a description of your warranty rights. Provided you are not in default under the Lease, you may enforce all of the warranty rights directly against the manufacturer of the Other Equipment or the licensor of the Software, as the case may be. You agree to settle any disputes you may have regarding performance of the Other Equipment or the Software directly with the manufacturer of the Other Equipment or the licensor of the Software, as the case may be, and not make any claim against the Rent due us or any new owner described in Section 21. You agree to continue to pay us (or such new owner) all Rent and other sums which may be due and payable even if you have a dispute with any manufacturer of the Equipment or the licensor of the Software, including, without limitation, such manufacturer's or licensor's bankruptcy.

**8. TITLE AND SECURITY INTEREST. THIS IS A "TRUE LEASE". THE SYSTEM IS AND SHALL REMAIN OUR SOLE PROPERTY DURING THE LEASE TERM.** Unless you are in default under the Lease, or an event of non-appropriation has occurred, you shall have the right to peacefully possess and use the System during the Lease Term. To secure all of your obligations to us under the Lease you hereby grant us a first priority purchase money security interest in (a) the Equipment to the extent of your interests (if any) in the Equipment, (b) anything attached or added to the Equipment at any time, (c) any money or property from the sale of the Equipment, (d) any money from an insurance claim if the Equipment is lost or damaged, (e) your rights under each agreement for the licensing of Software; (f) the System. You agree that the security interest will not be affected if this Agreement or any Schedule is changed in any way. You authorize us to file precautionary UCC financing statements in order for us to publicly record our security interest. If allowed by the laws of the state where you are located and if we request, you agree to sign precautionary UCC financing statements in order for us to publicly record our security interest. You hereby appoint us as your true lawful attorney-in-fact to affix your signature to UCC financing statements prepared and filed on your behalf by us with the same force and effects as if you have signed such financing statements. The Lease or a copy of the Lease shall be sufficient as a financing statement and may be filed as such.

**9. USE, MAINTENANCE AND REPAIR.** You will not move the System from the Equipment Location without our advance written consent except that any System that has been designed by nature to be a movable piece of technology (such as laptop computers) may be moved within the continental United States without a written consent from the Lessor. In order to facilitate the use of the Equipment by students and/or faculty members of Lessee's organization ("Authorized Users") while on premises other than those belonging to Lessee, Lessee acknowledges and agrees that: (a) Lessee shall use due care to ensure that the System is not (i) used for any illegal activity or private business purposes, or (ii) used by anyone other than Authorized Users; (b) Lessee shall not (i) sub-lease, rent or sell any System (in whole or in part) to any Authorized User, and (c) Lessee (and not Authorized Users) shall be *solely* responsible for (i) maintaining insurance in accordance with Section 14 herein, (ii) payment of any applicable property taxes on the System, and (iii) return of the System to Lessor in the event of Lessee's default or non-appropriation hereunder. You will give us reasonable access to the Equipment Location so that we can check the System's existence, condition and proper maintenance. You will use the System in the manner for which it was intended, as required by all applicable manuals and instructions and keep it eligible for any manufacturer's certification and/or standard, full service maintenance contract. At your own cost and expense, subject to any applicable written warranties, you will keep the Equipment in good repair, condition and



working order, ordinary wear and tear excepted. All replacement parts and repairs shall be governed by the terms of the Lease. You will not make any permanent alterations to the Equipment that will result in a decrease in the market value of the Equipment.

**10. TAXES.** You agree that you will pay us, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to each Lease and the Equipment (excluding taxes based on our net income). You acknowledge and agree that (i) the Equipment is and shall remain our sole property during the Lease Term, and (ii) as the owner of the Equipment, we may be required to pay property taxes assessed against the System. Although you may be exempt from the direct obligation to pay of property taxes, you agree that (a) you will, at our sole discretion, either (1) reimburse us, when invoiced, for all taxes (including any sales, use and personal property taxes), fines, interest and penalties we are assessed relating to each Lease and the System (excluding taxes based on our net income), or (2) remit to us each month our estimate of the monthly equivalent of such taxes to be assessed, (b) you agree to pay us for the loss of any income tax benefits caused by your actions, and (c) should an increase in the federal corporate income tax rate or a change in the "accelerated cost recovery deductions" allowed by the Internal Revenue Code of 1986, as amended, adversely affect our after-tax earnings or cash flows, you agree that we may increase the Rent and other amounts due under each Lease to offset any such adverse effect. We do not have to contest any tax assessments.

**11. CLAIMS.** Inasmuch as our sole responsibility in connection with this Agreement and any subsequent Lease under the Agreement is to provide financing for the acquisition of the System, it is the intent of the parties that we incur no liability, cost or expense with respect to transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the System. You hereby acknowledge and agree that we are not responsible (except for our obligations as outlined in the Product Warranty, as manufacturer and/or assembler of Lessor Equipment, or to the extent caused solely by our intentional or negligent acts or omissions) for any Damages. You agree that you shall not bring or make any claim, lawsuit or action against us and shall reimburse us for and defend us against any claims for any Damages even after the Agreement and each Schedule has expired for acts or omissions which occurred during the Lease Term.

**12. IDENTIFICATION.** You authorize us to insert missing or correct information on the Lease, including, without limitation, your official name, serial numbers and any other information describing the System. We will send you copies of such changes. You will attach to the Equipment any name plates or stickers we provide you.

**13. LOSS OR DAMAGE.** You are responsible for any loss of or Damages to the System from any cause at all, whether or not insured, from the time the System is delivered to you until it is returned to us. If any item of the Equipment is Damaged Equipment you will notify us in writing within fifteen (15) Days of such event. Within fifteen (15) Days after the date you have notified us of such event, at our option, you will either: (a) repair the Damaged Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, while continuing to pay the Rent on a current basis; or (b) while continuing to pay the Rent on a current basis replace the Damaged Equipment at your sole cost and expense with equipment, conveyed and granted to us by you, with marketable title, free and clear of any liens, claims or encumbrances of any kind or nature whatsoever, and having substantially similar manufacturer's specifications and of equal or greater value to the Damaged Equipment



immediately prior to the time of the loss occurrence, such replacement equipment to be subject to our approval, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment and shall be our property; or (c) pay us an amount equal to the Net Book Value of the Damaged Equipment and continue the Lease for the non-Damaged Equipment with Rent equivalent to the product of the total original cost of the non-Damaged Equipment divided by the cost of the System multiplied by the amount of the original Rent. Provided you are not in default or an event of non-appropriation has not occurred under the Lease, we will apply any insurance proceeds which we receive for Damaged Equipment to the cost of repair or replacement of the Damaged Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 16 of this Agreement.

**14. INSURANCE.** You agree to (a) keep the System fully insured against loss, naming us and our assigns as loss payee under any commercial or self insurance plan you may have insuring the System against loss, and (b) obtain a general public liability insurance policy (or suitable program of self insurance) covering both personal injury and property damage in amounts not less than we may tell you, naming us and our assigns as additional insured, until you have met all of your obligations under the Lease. We are under no duty to tell you if your insurance coverage is adequate. The policies shall state that we are to be notified of any proposed cancellation at least 30 Days prior to the date set for cancellation. Upon our request, you agree to provide us with certificates or other evidence of insurance acceptable to us. If you do not provide us with evidence of proper insurance within 10 Days of our request or we receive notice of policy cancellation, we may (but we are not obligated to) obtain insurance on our interest in the System at your sole expense. You will pay all insurance premiums and related charges. You may request to provide self-insurance on our interest in the System. Approval of such self-insurance shall be subject to such terms and conditions as may be required by us in our sole discretion.

**15. DEFAULT.** You will be in default under this Agreement if any of the following happens: (a) you fail to pay any Rent or other payment due under any Lease within 10 Days after its due date, or (b) you fail to perform or observe any other promise or obligation in the Lease and do not correct the default within 10 Days after we send you written notice of default, or (c) any representation, warranty or statement you have made in the Lease shall prove to have been false or misleading in any material respect, or (d) any insurance carrier cancels or threatens to cancel any insurance on the System, or (e) the System or any part of it is abused, illegally used, or misused, or (f) the System or any part of it is lost, destroyed, or damaged beyond repair and remains uncured in accordance with Section 13, or (g) a petition is filed by or against you under any bankruptcy or insolvency laws, or (h) you default on any other agreement between you and us (or our affiliates), or (i) you fail to obtain insurance as required in Section 14.

**16. REMEDIES.** Upon the occurrence of a default, we may, in our sole discretion, do any or all of the following (without limiting any other rights or remedies available to us): (a) provide written notice to you of default; (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable under any and all Leases, (i) any and all amounts which may be then due and payable by you under the Leases, plus (ii) all Rent payments remaining through the end of the then current fiscal year. We have the right to require you to remove all proprietary data from the System, holding us and any subsequent owner described in Section 21 or their assigns harmless if you fail to do so. If you fail to deliver the System as required by Section 18, you will make the System available to us for repossession during reasonable business hours or



we may repossess the System, so long as we do not breach the peace in doing so, or we may use legal process in compliance with applicable law pursuant to court order to have the System repossessed. You will not make any claims against us or the System for trespass, damage or any other reason. You acknowledge and agree that we are the owner of the Equipment and, if we take possession of the Equipment, we may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. You agree that (a) we have no obligation to sell the Equipment, and (b) if we do sell the Equipment we have no obligation to pay any proceeds of such sale to you. You agree (a) to the extent funds are appropriated by you, to pay all of the costs we incur to enforce our rights against you, including attorney's fees, and (b) that we will retain all of our rights against you even if we do not choose to enforce them at the time of your default. Notwithstanding anything contained in this Section 16 or Section 15 above, if we have assigned our rights in any Lease(s) we shall not have the right to exercise the remedies stated herein for such Lease(s) and the decision whether to exercise any or all of the remedies stated herein shall be in the sole and absolute discretion of the party assigned such Lease(s).

**17. YOUR OPTION AT END OF LEASE.** Provided you are not in default, and an event of non-appropriation has not occurred, upon expiration of a Lease you shall have the option to (a) with at least ninety (90) Days advance written notice to us, purchase all but not less than all of the System for its then fair market value as determined by us in our sole discretion, or (b) with at least ninety (90) Days advance written notice to us, and subject to our approval, re-lease the System for one additional 12 month term at the fair market rental value, as determined by us in our sole discretion, or (c) if the applicable Lease provides for Rent to be paid on a monthly basis, with advance written notice provided to us no later than 90 Days (but no earlier than 120 Days) prior to the end of the Lease Term, or, if the applicable Lease provides for Rent to be paid on a quarterly or annual basis, with advance written notice provided to us no later than 90 Days (but no earlier than 180 Days) prior to the end of the Lease Term, return the System to us in accordance with Section 18. If you fail to notify us in writing within the time specified above as to which option you have chosen, the Lease shall automatically renew for a term of ninety (90) Days (the "Renewal Term") at the same Rent payable during the Lease Term. The Lease Term shall thereafter be automatically and continually renewed for additional Renewal Terms. You agree to continue making Rent payments to us until (a) you provide us with such advance written notice and (b) the Lease has continued in full force and effect for three additional Renewal Terms thereafter. If you elect to purchase the System, upon payment of the agreed upon price including all sales and other applicable taxes, we will transfer the System to you AS IS-WHERE IS, WITHOUT ANY REPRESENTATION OR WARRANTY. If you elect to renew the Lease, Rent shall accrue from the first day following expiration of the Lease Term and shall be payable in accordance with the terms of the renewal. Upon payment of all amounts due under the Lease, you will have a continuing right to use the Software in accordance with the terms of the applicable software license agreement(s).

**18. RETURN OF SYSTEM.** If (a) a default occurs, (b) a non-appropriation of funds occurs in accordance with Section 5, or (c) you do not purchase the Equipment at the end of the Lease Term, at your sole cost you will immediately return the System (including all copies of the Software free of any proprietary data), manuals, and accessories to any location and aboard any carrier we may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 9, and in "Average Saleable Condition." "Average Saleable Condition" means the System is immediately available for use by



a third party buyer, user or lessee, other than yourself, without the need for any repair or refurbishment. All Equipment must be free of markings other than those placed at our request. You will pay us for any missing or defective parts or accessories and for any loss in value resulting from the failure to maintain the Equipment in accordance with this Agreement, deliver the Equipment in Average Saleable Condition or for damages incurred in shipping and handling. You will continue to pay Rent until the System is accepted by us. Our acceptance of the System shall occur fifteen (15) Days after delivery unless we reject the Equipment for good cause within such fifteen (15) Day period.

**19. YOUR REPRESENTATIONS AND WARRANTIES.** You hereby represent and warrant to us that as of the date of each Lease, and throughout each Lease Term: (a) you are the entity indicated as Lessee in the Lease and that is your official legal name; (b) you are a State or a fully-constituted political subdivision or agency of the State in which you are located; (c) you are duly organized and existing under the Constitution and laws of the State in which you are located; (d) you are authorized to enter into and carry out your obligations under the Documents; (e) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, codes, ordinances, regulations, and policies; (f) any person signing the Documents has the authority to do so, is acting with the full express authorization of your governing body, and holds the offices indicated below his or her signature, which is genuine; (g) the System is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (h) you intend to use and own the System for the entire Lease Term and shall take all necessary action, in accordance with the second paragraph of Section 5, to include in your annual budget any funds required to fulfill your obligations for each fiscal year during each Lease Term; (i) you have complied fully with all applicable laws, codes, ordinances, regulations, and policies, governing open meetings, competitive pricing and/or public bidding and appropriations required in connection with each Lease and the acquisition of the System; (j) your obligations to remit Rent under each Lease constitutes a current expense and not a debt under applicable state law. No provision of the Lease constitutes a pledge of your tax or general revenues, and any provision which is so construed by a court of competent jurisdiction is void from the inception of the Lease; (k) all payments due and to become due during your current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the System; and (l) all financial information you have provided to us is true and accurate and provides a good representation of your financial condition.

**20. YOUR PROMISES.** In addition to the other provisions of this Agreement, you agree that during the term of each Lease you will take any action we reasonably request to protect our rights in the System and to meet your obligations under the Lease.

**21. ASSIGNMENT. YOU WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE SYSTEM, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE SYSTEM, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED UNDER THIS AGREEMENT.** You will not attach any of the Equipment to any real estate. Upon our reasonable request and at your cost, you will get each person with an interest in the real estate where the System is located to waive any rights they may have in the System. We may, without notifying you, sell, assign, or transfer our rights, but none of our obligations, under any Lease and our interests in the System. You agree that if we do so, the new owner (and any subsequent owners) will have the



same rights and benefits that we now have, but will not have to perform any of our obligations. You agree that the rights of the new owner will not be subject to any claims, defenses, or set-offs that you may have against us, the System, or the manufacturer or licensor of the Other Equipment or Software. However, any such assignment, sale, or transfer of the Lease or the System will not relieve us of any obligations we may have to you under the Lease. If you are given notice of a new owner of a Lease, you agree to respond to any requests about the Lease and, if directed by us, to pay the new owner all Rent and other amounts due under the Lease.

**22. COLLECTION EXPENSES, OVERDUE PAYMENT, EARLY TERMINATION.** You agree that we can, but do not have to, take on your behalf any action which you fail to take as required by the Lease, and our expenses will be in addition to of the Rent which you owe us. We may charge you a late charge to cover our collection costs equal to the higher of 10% of any late payment or \$22, but not more than the highest legal rate. To the extent allowed by law, any late payment or non-payment of any past due amount will accrue interest at the lower of 18% per annum or the highest legal rate from the due date until paid. If you so request and we permit the early termination of the Lease (for reasons other than non-appropriation pursuant to Section 5), you agree to pay a fee for such privilege.

**23. AGREED LEASE RATE.** You understand that the Equipment may be purchased (and the Software licensed) for System Cost or it may be leased. By signing the Lease, you acknowledge that you have chosen to lease the System from us for the Lease Term and that you have agreed to pay Rent. **We both intend that the lease of the System is a true lease and not conditional sale, lease-purchase or bargain purchase option lease. We both intend to comply with all applicable laws. If it is determined that your payments (or any portion thereof) under the Lease constitute interest, and as such, result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will we charge or receive or will you pay any amounts in excess of the legal amount.**

**24. MISCELLANEOUS.** Each Lease contains our entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN EACH LEASE.** If a court finds any provision of this Agreement or any Schedule to be unenforceable, the remaining terms of the Lease shall remain in effect. **EACH LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC").** You authorize us or our agent to (a) obtain credit reports, (b) make such other credit inquiries as we may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, we may charge you a fee of up to \$100 per Lease to cover our documentation, filing, and investigation costs. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; *provided, however*, that only counterpart one shall constitute the original for each Lease for purposes of the sale or transfer of a Lease as chattel paper as provided in such Lease.

**25. NOTICES.** All written notices to each other must be sent by certified mail or recognized overnight delivery service, postage prepaid, to the addresses as stated on each Schedule, or by facsimile transmission, with oral confirmation of receipt. At anytime after this Agreement is signed, you or we may change an address or facsimile telephone number by giving notice to the other of the change.



**26. WAIVERS. WE AND YOU EACH AGREE TO WAIVE AND TO TAKE ALL REQUIRED STEPS TO WAIVE ALL RIGHTS TO A JURY TRIAL** To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code including but not limited to your rights to: (a) cancel or repudiate this Agreement of any Lease; (b) revoke acceptance of the System; (c) recover damages from us for any breach of warranty or for any other reason (other than any obligations which we may have to you under the terms of the Product Warranty for the Lessor Equipment, or as manufacturer and/or assembler of Lessor Equipment, or to the extent caused solely by our intentional or negligent acts or omissions); and (d) grant a security interest in any System in your possession. To the extent you are permitted by applicable law, you waive any rights you now or later may have under any statute or otherwise which may limit or modify any of our rights or remedies.

**ANY ACTION YOU TAKE AGAINST US FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT WHICH CAUSED IT.** We will not be liable for specific performance of any Lease or for any losses, damages, delay or failure to deliver the System.

**IMPORTANT: READ BEFORE SIGNING.** THE TERMS OF THIS AGREEMENT AND ANY SCHEDULES SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS AGREEMENT OR A SCHEDULE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. YOU AND WE AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF EACH LEASE. EXCEPT FOR AN EVENT OF NON-APPROPRIATION, EACH LEASE IS NOT CANCELABLE. YOU AGREE THAT THE SYSTEM WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. YOU CERTIFY THAT ALL THE INFORMATION YOU HAVE GIVEN IN THIS AGREEMENT, ANY SCHEDULES AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS AGREEMENT WAS SIGNED. THIS AGREEMENT IS NOT BINDING UPON US OR EFFECTIVE UNLESS AND UNTIL WE EXECUTE THIS AGREEMENT. THIS AGREEMENT AND ALL SCHEDULES WILL BE GOVERNED BY THE LAWS OF THE STATE WHERE YOU ARE LOCATED WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF. YOU AGREE TO THE JURISDICTION AND VENUE OF THE FEDERAL COURTS IN THE STATE WHERE YOU ARE LOCATED.

LESSOR: APPLE, INC.

LESSEE: [\(lessee\)](#)

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

FED TAX ID#: \_\_\_\_\_



## Professional Services Agreement

This Apple Professional Services Agreement ("Agreement") is made between Apple Inc., a California corporation located at 1 Infinite Loop, Cupertino, CA 95014 ("Apple") and:

Company Name ("Customer"): \_\_\_\_\_

Address: \_\_\_\_\_

City, ST, Zip: \_\_\_\_\_

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### 1. Definitions

**A. "Agreement"** means collectively this Apple Professional Services Agreement, any exhibits, addendums, amendments or additions, and any documents or materials incorporated by reference.

**B. "Confidential Information"** means confidential information disclosed by either party to the other, including but not limited to the terms and conditions of this Agreement, any non-public information relating to the other party's research, development, proprietary technology, product and marketing plans, finances, personnel, business opportunities, and pricing, but not including information that becomes public knowledge except to the extent made public in violation of this Agreement.

**C. "Services"** means the information technology consulting services that Customer acquires from Apple, as identified in a SOW.

**D. "Statement of Work" or "SOW"** means a uniquely numbered document detailing the Services that Customer will acquire from Apple, substantially in the format attached hereto as Exhibit A.

### 2. Services

#### **A. Statement of Work**

This Agreement shall serve as a master agreement for the acquisition of Services from Apple to Customer. It is agreed that when Services are to be performed, the parties shall prepare and execute a SOW. All Services to be performed by Apple shall be documented in a SOW. Each SOW shall set forth, at a minimum, a description of the Services, the duration of the Services, and the fees for the Services. By referencing the number and date of this Agreement, each SOW shall incorporate all terms contained herein. Apple shall have the right to accept or decline any proposed SOW.

#### **B. Delivery and Acceptance**

Apple shall make reasonable efforts to provide Services on a timely basis, subject to availability of qualified personnel and the difficulty and scope of the Services. However, Apple shall not be liable for its failure to do so, nor will it be in breach of this Agreement solely by reason of such failure. Apple may reassign and substitute personnel at anytime



and may provide the same or similar Services to other customers. Services supplied by Apple under this Agreement are provided to assist Customer. Customer, not Apple, will be responsible for determining objectives. Services shall be deemed accepted, on date of delivery or upon conclusion of any agreed acceptance period stated in the SOW, if the Services substantially conform to their description.

### **3. Compensation**

#### **A. Fees and Expenses**

In consideration of Services performed, Customer agrees to pay Apple the fees and expenses specified in the applicable SOW. If no fee is specified, Customer agrees to pay Apple's then current fee rate for each hour of Service performed. Customer may specify in each SOW an authorized limit of fees and expenses for which it shall pay for Services performed, and Apple agrees not to incur additional fees and expenses beyond the limits specified without prior written approval from Customer.

#### **B. Invoicing**

Provided Customer is eligible for Apple's credit terms, fees and expenses shall be invoiced after Services are performed on a monthly basis unless otherwise specified in the SOW. Fees due for fraction of hours shall be rounded up to the nearest whole number. Any overdue amounts shall be subject to a finance charge at the rate of 1.5% per month commencing on the date such amount becomes overdue, or the highest rate permitted by applicable law, whichever is lower. Customer will pay any tax Apple becomes obligated to pay by virtue of this Agreement exclusive of taxes based on the net income of Apple. Payment of fees and expenses shall be due thirty (30) days from date of Apple's invoice.

### **4. Confidentiality**

Neither party will use the other's Confidential Information except as required to achieve the objectives of this Agreement, or will disclose such Confidential Information except to employees, agents or contractors who have a need to know or as required by law. Neither party will make any disclosure or statement of Confidential Information in connection with this Agreement or its subject matter without the other's prior written consent or as required by law.

### **5. Ownership**

Any ideas, concepts, inventions, know-how, data-processing techniques, software or documentation developed by Apple personnel (alone or jointly with Customer) in connection with Services provided to Customer ("Apple Information") will be the exclusive property of Apple, except to the extent that such items are a derivative of Customer's property. Apple grants Customer a non-exclusive, royalty-free, non-transferable (without right to sublicense) license to use the software or other proprietary rights in Services developed under this Agreement. Apple may provide Customer with specific, customized or unique suggestions or information as part of the Services developed by Apple, which suggestions or information do not have application to other customers of Apple ("Customer-Owned Information"). Apple will identify all Customer-Owned Information and furnish that information to Customer subject to the qualifications set forth in this Agreement, and Customer will own all of Apple's right, title and interest in the Customer-Owned Information.



## **6. Warranty**

Except as expressly represented otherwise in this Agreement, and to the extent not prohibited by law, all Services provided by or on behalf of Apple to Customer under this Agreement are furnished on an "AS-IS" basis, without warranty of any kind, whether express, implied, statutory or otherwise especially as to quality, reliability, timeliness, usefulness, sufficiency and accuracy. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY APPLE. NO ORAL OR WRITTEN INFORMATION PROVIDED BY APPLE SHALL CREATE A WARRANTY UNLESS INCORPORATED INTO THIS AGREEMENT.

## **7. Limitation of Liability and Remedies**

IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES (INCLUDING LOST BUSINESS PROFITS, LOSS OF DATA, INTERRUPTION IN USE OR UNAVAILABILITY OF DATA) OR FOR PUNITIVE OR EXEMPLARY DAMAGES. IN THE EVENT THAT APPLE SHALL FAIL TO PROVIDE SERVICES IN ACCORDANCE WITH THIS AGREEMENT, APPLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY SHALL BE FOR APPLE TO USE ITS REASONABLE EFFORTS TO REPERFORM THOSE SERVICES WITHIN A REASONABLE PERIOD OF TIME; PROVIDED, THAT IN THE EVENT APPLE IS UNABLE TO CORRECT ANY DEFAULT OR BREACH OF THIS AGREEMENT BY IT, APPLE MAY ELECT TO REFUND ALL PAYMENTS ACTUALLY RECEIVED BY IT FROM CUSTOMER FOR THE SERVICES IN QUESTION, IN FULL SATISFACTION OF APPLE'S OBLIGATIONS UNDER THIS AGREEMENT. THE SAID REPERFORMANCE OR REFUND SHALL CONSTITUTE APPLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR SUCH DEFAULT OR BREACH. IN NO EVENT SHALL THE AGGREGATE LIABILITY FOR DAMAGES OF APPLE, ITS EMPLOYEES OR AGENTS, EXCEED THE AMOUNTS CUSTOMER ACTUALLY PAID TO APPLE FOR THE SERVICES AT ISSUE UNDER THIS AGREEMENT. TO THE EXTENT NOT PROHIBITED BY LAW, THE LIMITATIONS IN THIS SECTION SHALL APPLY TO PERSONAL INJURY LIABILITY.

## **8. Indemnification**

Apple will defend or settle any claim against Customer that a Service delivered under this Agreement (collectively referred to as "Deliverables") infringes a United States patent, utility model, industrial design, copyright, mask work or trademark, provided Customer (i) promptly notifies Apple in writing of the claim, and (ii) cooperates with Apple in and grants Apple sole authority to control the defense and any related settlement. Apple will pay the cost of such defense and settlement and any costs and damages finally awarded against Customer. If such a claim is made or appears likely to be made, Apple may procure the right for Customer to continue using the Deliverable(s), may modify the Deliverable(s), or may replace it. If a court enjoins use of the Deliverable(s) or Apple determines that none of these alternatives is reasonably available, Apple will take back the Deliverable(s) and refund its value. Apple is not liable for any claim of infringement arising from Apple's compliance with any designs, specifications or instructions of Customer, modification of the Deliverable(s) by Customer or a third party, or use of the Deliverable(s) in a way not specified by Apple. These terms state the entire liability of Apple for claims of infringement by Deliverables supplied by Apple.



## **9. Term and Termination**

### **A. Term**

Unless terminated earlier as provided in this Agreement, the initial term of this Agreement shall be from the date Apple signs it until March 31; and unless either party provides written notice to the contrary to the other party not less than thirty (30) days before the expiration of any renewal term, this Agreement shall be renewed for additional one (1) year periods.

### **B. Termination**

(i) Termination of Agreement. Either party may terminate this Agreement without cause upon thirty (30) days prior written notice. Either party may terminate this Agreement immediately in the event the other is in material breach of this Agreement. In the event notice is given terminating this Agreement, the due date of all Apple invoices shall be accelerated so that they become due and payable as of the date of notice of termination.

(ii) Termination of a SOW. If Apple is not in default of any of its obligations under a SOW, and the performance of Services is stopped through any wrongful act or neglect of Customer, or Customer fails to make payment to Apple when due, Apple may give written notice to Customer of its intent to terminate performance under a SOW or a portion thereof, specifying the grounds thereof. If the Customer fails within ten (10) days to cure the act or neglect specified or to make the payment identified therein as past due, Apple may then terminate performance of Services and recover payment from the Customer for all Services performed prior to the termination date. The Customer may, for its sole convenience, cancel a SOW in whole or in part, by giving Apple ten (10) days written notice of its intention to do so. In the event of such cancellation, Apple shall be entitled to recover for all Services performed prior to the effective termination, together with its reasonable extra costs incurred by reason of the cancellation.

### **C. Termination for Cause**

Either party may terminate a SOW immediately if the other party has (i) failed to cure any breach of this Agreement and/or the SOW within thirty (30) days of written notice from the non-breaching party, (ii) breached the terms of the section entitled "Confidentiality", or (iii) become insolvent, makes a general assignment for the benefit of creditors or becomes subject to any proceeding under any bankruptcy or insolvency law.

### **D. Survivorship**

Those sections that by their nature survive expiration or termination of this Agreement will survive expiration or termination.

## **10. General**

### **A. Governing Law; Venue; Limitation of Claims**

This Agreement will be governed and interpreted under the laws of the State of California, without regard to its conflict of laws provisions. In the event of any dispute or controversy between the parties to this Agreement, the parties shall try to resolve the dispute in a fair and reasonable way. To that end, the parties shall first attempt to resolve such dispute or controversy through one senior management member of each party. If the parties' senior management members are unable to resolve such dispute or controversy within sixty (60)



days after the complaining party's written notice to the other party of such dispute or controversy, the parties shall further seek to resolve the dispute or controversy pursuant to non-binding mediation conducted in either Santa Clara County or San Francisco, California. Each party shall bear its own expenses in connection with the mediation, except that Apple shall pay the fees and expenses of the mediator. If the parties are unable to resolve the dispute or controversy within sixty (60) days after commencing mediation, either party may commence litigation in the state or federal courts in Santa Clara County, California (but only such courts). Notwithstanding the foregoing, each party shall have the right to seek equitable relief in order to protect any rights to confidentiality or intellectual property. The parties hereby waive any bond requirements for obtaining equitable relief. To the extent permitted by law, EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER OR NOT RELATING TO OR ARISING OUT OF THIS AGREEMENT). ANY LITIGATION ARISING OUT OF ANY DISPUTE OR CONTROVERSY BETWEEN THE PARTIES TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE (1) YEAR FROM THE FIRST DATE SUCH ACTION COULD HAVE BEEN BROUGHT. IF A LONGER PERIOD IS PROVIDED BY STATUTE, THE PARTIES HEREBY EXPRESSLY WAIVE IT.

#### **B. Independent Contractor**

During performance of the Agreement, Apple shall be an independent contractor and not an agent of the Customer. Apple shall supervise the performance of its own services and shall have control of the manner and means by which the Services are performed, subject to compliance with the Agreement and any plans, specifications, schedules, or other items agreed to in a SOW.

#### **C. Non-Solicitation of Employees**

During the term of this Agreement, and for one (1) year thereafter, Customer shall not offer employment to, or employ, an employee or contractor of Apple directly involved in Services, or induce such employee or contractor to breach any employment agreement or services contract with Apple. This restriction shall not apply to a Customer making offers of employment through general public advertisements.

#### **D. Publicity**

In connection with Apple's promotion of its professional services, including but not limited to, referential listings of customers on its web site, Customer grants to Apple a worldwide non-exclusive royalty free license to publicly use Customer's name and trademark(s) in connection with informing others of Customer's utilization of such services. Apple agrees to make reasonable efforts to adhere to any trademark guidelines that Customer may wish Apple to adopt, as delivered in writing to Apple from time to time.

#### **E. Force Majeure**

Neither party shall be liable for any delay or failure to meet its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to war, riot, insurrection, civil commotion, labor strikes or lockouts, shortages, factory or other labor conditions, fire, flood, earthquake or storm.



## **F. Notices**

Any notice under this Agreement, must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address set forth below for Apple and to the address designated on this Agreement by Customer for receipt of notices, or as may be provided by the parties.

Apple Inc.  
Sales Contracts Management  
1 Infinite Loop, M/S 90-2CM  
Cupertino, CA 95014

Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this section.

## **G. Assignment**

Apple may use subcontractors to perform Services under this Agreement. Customer may not assign this Agreement without the written approval of Apple. Any attempt by Customer to assign without Apple's approval shall be deemed void.

## **H. Severability**

If any provision of this Agreement should be held to be unenforceable or invalid for any reason, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions, and the parties will substitute for such provision an enforceable and valid provision, which most closely approximates the intent and economic effect of the unenforceable or invalid provision.

## **I. Entire Agreement**

Apple and Customer acknowledge that this Agreement and any associated Statements of Work supersedes and extinguishes all previous agreements and representations of, between or on behalf of the parties with respect to its subject matter. This Agreement contains all of Apple's and Customer's agreements, warranties, understandings, conditions, covenants, and representations with respect to its subject matter. Neither Apple nor Customer will be liable for any agreements, warranties, understandings, conditions, covenants, or representations not expressly set forth or referenced in this Agreement. Apple is deemed to have refused any different or additional provisions in purchase orders, invoices or similar documents, unless Apple affirmatively accepts such provision in writing, and such refused provisions will be unenforceable.

## **J. Modifications**

Except as otherwise provided in this Agreement, no modification to this Agreement will be binding unless in writing and signed by an authorized representative of each party.

## **K. Customer's Responsibilities and Representations**

Customer shall provide Apple equipment, information, and facilities necessary to perform Services described in the SOW, unless agreed otherwise by the parties.



**L. Counterparts**

This Agreement may be executed in one or more counterparts (including by facsimile), each of which when so executed shall be deemed to be an original and shall have the same force and effect as an original but such counterparts together shall constitute one and the same instrument.

The duly authorized representatives of the parties execute this Agreement as of the dates set forth below.

**Customer**

**Apple Inc.**

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DEPT: Sales Contracts Management

EFFECTIVE DATE: \_\_\_\_\_



## Exhibit A

### Customer Statement of Work (Sample)

Apple Inc. ("Apple") and \_\_\_\_\_ ("Customer") have entered into a Professional Services Agreement or a Professional Services Addendum. Apple and Customer agree that Apple will provide Services as described in this Statement of Work in accordance with the terms set forth in the Professional Services Agreement or Professional Services Addendum. This Statement of Work is effective when signed by Customer and Apple.

#### I. Introduction

Project name:

Project number:

Title/Name of SOW:

SOW ID Number:

SOW Effective Date/Start Date:

Business Owners:

- *Apple Account Executive:*
- *Apple Systems Engineer:*
- *Apple Professional Services Manager:*

Bill To Address:

Deliver To Address:

Project Manager(s):

- *Apple Project Manager:*
- *Customer Project Manager:*

Project Objective: Project Objective is a short statement condensing what the scope of the project is, it's schedule and resource to be used.

#### II. Project Description/Description of Services

##### A. Scope of Statement of Work:

General description of what the project will and will not include.

##### B. Term of Statement of Work:

Estimated Start Date: [ Enter date ]      Estimated Completion Date: [ Enter date ]



### III. Development and Implementation Approach

#### A. Basic Approach:

Methodology or strategy by which an engagement/project will be executed. If the SOW covers multiple releases of functionality, that will be outlined here.

#### B. Summary of Services Components and Deliverables:

Service Components	Deliverables
Example: four hours of instructional service	Example: A four-hour workshop for School X Content Creators and IS Staff

#### C. Project Schedule/Major Milestones:

#### D. Project Organization:

High-level description of project organization.

#### E. Project Roles and Responsibilities:

#### F. Reporting:

Explanation of how the Project Status will be tracked and reported.

#### G. Project Risks and Assumptions:

Identification of known and/or potential barriers or boundaries as they relate to the work effort covered by this SOW.

#### H. Changes of Scope:

Any modifications or changes to the services outlined in the original signed SOW must be approved in writing by both parties. Such writing may take the form of a Change Request Form presented to Customer by Apple.

### IV. Project Resources and Prices:

#### A. Service Rates, Expenses and Totals:

Part Number	Description	Total
[Enter Part#]	[Enter Description]	\$ [Enter Amount]
[Enter Part#]	[Enter Description]	\$ [Enter Amount]
<b>Total Fees and Expenses</b>		\$ [Enter Amount]

#### B. Authorized Service Fees and Expenses (if any):



Enter \$ Amount authorized by Institution.

**V. Statement of Work Approval Signatures:**

**Customer**

**Apple Inc.**

SIGNATURE:

---

SIGNATURE:

---

PRINT NAME:

---

PRINT NAME:

---

TITLE:

---

TITLE:

---

DATE:

---

EFFECTIVE DATE:

---



## iTunes U Content/Services Agreement

*(Please note that program participation is subject to eligibility based on an online approval process.)*

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This Content/Services Agreement (the "Agreement"), is made and entered into by and between Apple Inc., a corporation organized under the laws of the State of California with offices at 1 Infinite Loop, Cupertino, CA 95014 ("Apple"), and the individual, organization or entity (as applicable) accepting the terms and conditions of this Agreement ("Content Provider").

WHEREAS, Apple runs a service called "iTunes U" to enable Content Provider to make educational materials and other content available via Apple's iTunes Store and proprietary software (including but not limited to iTunes software and/or application(s)) to members of the Content Provider community and/or the general public (the "Service"), with such services being subject to availability;

WHEREAS, Apple provides pre-designed templates and administrative tools to enable Content Provider to have its own Content Provider-branded site for browsing, searching, downloading, and uploading Content (as defined below);

WHEREAS, Content Provider may, subject to availability of services, be able to determine what Content is made available and to control access to all Content based on its own policies, including, for example, limiting distribution to selected members of the Content Provider community by course, department or other affiliation;

WHEREAS, the parties desire that Apple operate the iTunes U Site (as defined below) on the terms and conditions set forth herein; and

WHEREAS, the parties desire that Content Provider grant a license or sublicense to Apple to use and distribute Content on the iTunes U Site and iTunes Store.

NOW, THEREFORE, in consideration of the mutual promises and conditions stated herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

### 1. DEFINITIONS.

1.1 "Apple Tools" mean any guidelines, templates, APIs (application programming interfaces), software, documentation or other tools provided by Apple to assist or enable Content Provider to implement the Service.

1.2 "Artwork" means any Content Provider-supplied images associated with Content Provider or its branded site that identify Content Provider, the branded site or sections of the branded site, or any artwork associated with a collection of content within a branded site.

1.3 "Content" means the audio, visual, textual, graphical, or other materials provided or posted by Content Provider for use on the iTunes U Site and/or the iTunes Store.



1.4 "Content Provider Website" means the web page on the Content Provider's primary website that provides access to the iTunes U Site. The Content Provider Website's presentation of access to the iTunes U Site shall be subject to Apple approval, which shall not be unreasonably withheld.

1.5 "Information" means all non-public information, customer and product information, procedures, systems, or data provided by the other party in connection with this Agreement.

1.6 "iTunes Store" means an online digital content download service owned and/or controlled by Apple or an affiliate of Apple, which is currently branded as the "iTunes Store."

1.7 "iTunes U Site" means the specific area of the iTunes Store and/or iTunes U-related application(s) containing the pages, sub-pages, and content required to deliver the user interface within iTunes or the iTunes U-related application(s) and provide access to Content, including all web pages and sub pages.

1.8 "Marks" mean Content Provider trademarks, service marks, logos and trade names.

1.9 "Private Content" means the Content accessible only through secure methods exclusively to students, faculty and staff affiliated with Content Provider, and to persons affiliated with the Content Provider whose identities have been authenticated by the Content Provider and to whom the Content Provider otherwise has granted access to Private Content. For avoidance of doubt, Content Provider's ability to make Private Content available through the iTunes U Site is subject to availability of such services by Apple in its sole discretion.

1.10 "Provider Personnel" means any individual acting, or with apparent authority to act, for or on behalf of Content Provider (e.g., administrators, contributors, instructors, etc.), including but not limited to any individual that accesses Content Provider's Service account using Content Provider's account credentials.

1.11 "Public Content" means the Content made available to the general public, but excluding any Private Content.

## **2. LICENSE GRANTS.**

2.1 Content. Content Provider hereby grants to Apple a nonexclusive, royalty-free right and license to use, reproduce, modify the format and display of Artwork and/or Content (not the substance of any Content), and distribute, transmit, perform and display Artwork and/or Content on the iTunes U Site and Public Content on the iTunes Store throughout the world, in whole or in part, by any means now known or hereafter developed (such as, but not limited to, websites and electronic downloads), for the purposes consistent with this Agreement. Content Provider agrees that Apple may (but is not required to) copy, store or cache Content on Apple's servers and consents to such copying, storing and caching. For the avoidance of doubt, Apple shall not charge the user for the download of any Content made available on the iTunes U Site or the iTunes Store pursuant to this Agreement.

2.2 Online Marketing. Apple shall have the royalty-free right to use, reproduce, distribute and display the Public Content throughout the world, by any means now known or hereafter



developed, for promotional and marketing purposes to demonstrate the iTunes U Site and Apple technology (i) on the iTunes U Site and/or iTunes Store and (ii) on Apple websites, including, but not limited to, creating reformatted graphical banners that link to Content Provider's Public Content.

2.3 Other Marketing. Without limiting Section 2.2, Apple shall have the royalty-free right to use, reproduce, distribute and display the Public Content throughout the world, by any means now known or hereafter developed, for promotional and marketing purposes to demonstrate the iTunes U Site and Apple technology, subject to Content Provider's written approval (which may be in the form of a confirming email), not to be unreasonably withheld or delayed, in Apple marketing collateral, at Apple sponsored venues and events, and for any other similar lawful purpose.

2.4 Apple Tools. To the extent that Apple provides Content Provider with Apple Tools, Apple hereby grants Content Provider a nonexclusive, royalty-free, non-transferable right and license during the term of this Agreement to internally use, reproduce and distribute the Apple Tools within Content Provider for the sole purpose of implementing the Service; provided, however, that if an Apple Tool is accompanied by its own set of licensing terms (e.g. sample code license), then those specific licensing terms shall govern Content Provider's use of that Apple Tool.

2.5 Ownership Rights. As between the parties, Content Provider will be responsible, with Apple's assistance through providing guidelines and templates, for the design of the area of the iTunes U Site dedicated to Content Provider. Content Provider shall follow Apple's guidelines and templates in the design of such areas. In the event Content Provider does not comply with such guidelines and templates, Apple may instruct Content Provider to make any necessary changes. Content Provider must make such changes within fifteen (15) days. Except for Content Provider's or third party pre-existing rights in uploaded Content, Apple retains all ownership rights, title and interest in and to the Apple Tools, the iTunes U Site and the iTunes Store, including without limitation all graphical designs, names, icons, user interfaces and other design elements, and the selection, ordering and arrangement of materials therein and the "look and feel" thereof. In no event shall Apple be obligated to transfer or distribute any Content for the benefit of Content Provider or any Provider Personnel.

### 3. SPECIAL TERMS.

3.1 Providing Access to Content through the iTunes U Site. Content Provider shall be responsible for making Artwork and Content available (e.g., via RSS feeds and links or upload, as such options are available) through the iTunes U Site. Content Provider shall be responsible for obtaining all necessary third party permissions or licenses for the Artwork or Content to the extent Content Provider does not own the Artwork or Content in question. Content Provider shall provide access to and update Content as reasonably necessary. Apple shall have the right to remove, or remove access to, Content at any time, in its sole discretion (e.g. for reasons including, but not limited to, copyright infringement claims, content files causing distribution of viruses, etc.) without notice or liability. Apple has the right, but not the obligation, to monitor any Artwork or Content made available by Content Provider, to investigate any reported or apparent violation of this Agreement, and to take any action that Apple in its sole discretion deems appropriate, including, without limitation, removal of Content without notice,



termination of the Agreement under Section 8 below or any action under Apple's Copyright Policy (<http://www.apple.com/legal/trademark/claimsofcopyright.html>). In the event that Apple removes any Artwork or Content, it shall use commercially reasonable efforts to notify the Content Provider via email within ten (10) days of doing so. Apple shall have the right to revise or update the look and feel of the iTunes U Site from time to time, in its sole discretion. Content Provider agrees that Apple shall bear no responsibility for deletion of any Content or Artwork (whether intentional or unintentional), and Content Provider shall be solely responsible for independently backing up all Content or Artwork on a regular basis.

3.2 Limitations on Usage. In the event that Content Provider utilizes excessive or unreasonable resources (e.g., storage capacity, bandwidth) in connection with the iTunes U Site, Apple shall have the right to take all necessary steps to reduce the resources used, including but not limited to removing, or removing access to Content and denying access to the iTunes U Site. In the event that Apple takes steps to reduce the resources, it shall use its commercially reasonable efforts to notify the Content Provider via email within ten (10) days of doing so.

3.3 Maintenance. Apple shall from time to time be required to perform maintenance on the iTunes U Site. Apple is not required to notify Content Provider of either scheduled or unscheduled maintenance, however, Apple shall use commercially reasonable efforts to notify Content Provider via email in advance of any scheduled maintenance.

3.4. Provider Personnel. Content Provider agrees that it shall be solely responsible for management of its Content Provider account for the use of and access to the Service, including but not limited to the provision and/or removal of access by any Provider Personnel to such account or any Content. Content Provider shall maintain appropriate policies and procedures to ensure that its or any Provider Personnel's participation in the Service complies with the terms of this Agreement, and Content Provider shall be solely responsible for any noncompliance by such Provider Personnel.

#### **4. TRADEMARKS AND TRADE NAMES.**

4.1 License from Content Provider. During the term of this Agreement, Content Provider grants to Apple the right to use the Marks, solely in connection with the exercise of Apple's rights under Sections 2.1, 2.2, and 2.3 and subject to any guidelines that Content Provider may furnish to Apple.

4.2 License from Apple. During the term of this Agreement, and subject to the Apple Trademark Guidelines which may be found at [www.apple.com/legal/trademark/guidelinesfor3rdparties.html](http://www.apple.com/legal/trademark/guidelinesfor3rdparties.html) as may be amended from time to time, Apple grants Content Provider a non-exclusive, nontransferable, non-sublicenseable, revocable, royalty-free license to use and display the iTunes Web Badge on the Content Provider Website in connection with the marketing of the iTunes U Site dedicated to Content Provider, provided that any use or display of the iTunes Badge must be pre-approved in writing by Apple.



## 5. REPRESENTATIONS AND WARRANTIES; INDEMNITY.

### 5.1 Representations and Warranties.

(a) Content Provider represents and warrants that: (i) it has the full power and authority to enter into this Agreement and to grant Apple the rights granted herein; (ii) it has complied and shall continue to comply with all legislation, rules and regulations regarding the Artwork, Content and Content Provider's use of the Service; (iii) it has complied and shall continue to comply with any policy or required practice of any institution with which Content Provider is affiliated; and (iv) in the event that Content Provider is required to grant access to any Private Content (if applicable) for those authorized to access Private Content according to Section 1.8, it will use secure methods to grant such access, which methods shall be no less secure than the methods Content Provider typically uses to protect its own highly confidential data, and in any event no less secure than methods generally accepted and reasonably used in the field of higher education to protect highly confidential data. Content Provider further represents and warrants that to the best of its knowledge: (i) it is the sole owner of the Artwork and Content or has been otherwise authorized by the owner of the Artwork and Content to use the Artwork and Content as contemplated herein, and has secured all necessary licenses, consents and authorizations with respect to use of the Artwork and Content and all elements thereof to the full extent contemplated herein; and (ii) no part of the Artwork and/or Content violates or infringes upon the patent rights, copyrights, trade secrets, or trademarks of any person or entity, or constitutes defamation, invasion of privacy, or the violation of any right of publicity or other rights, of any person or entity.

(b) THE APPLE TOOLS, ITUNES U SITE, ITUNES STORE AND ALL PRODUCTS AND SERVICES PROVIDED BY APPLE PURSUANT TO THIS AGREEMENT ARE PROVIDED ON AN "AS IS" BASIS. APPLE BEARS NO RESPONSIBILITY FOR TIMELINESS OF DELIVERY, TRANSFER, DELETION, OR MIS-DELIVERY OF ANY CONTENT OR ARTWORK, OR ANY FAILURE TO DELIVER OR STORE SUCH CONTENT OR ARTWORK. APPLE DISCLAIMS, AND CONTENT PROVIDER HEREBY WAIVES, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. APPLE MAKES NO REPRESENTATION, GUARANTEE, OR WARRANTY (I) THAT THE APPLE TOOLS, ITUNES U SITE, ITUNES STORE, AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED OR ERROR FREE, OR (II) IN CONNECTION WITH (A) THE SECURITY OF OR ACCESSIBILITY TO THE ITUNES U SITE OR ITUNES STORE; (B) THE SECURITY OF OR ACCESS TO CONTENT; (C) THE USE OR INABILITY TO USE THE APPLE TOOLS; OR (IV) ANY RESULT THAT MAY BE OBTAINED FROM CONTENT PROVIDER'S USE OF THE SERVICES OR PRODUCTS PROVIDED HEREUNDER. Apple shall not be responsible for providing any digital rights management (DRM) solutions or any other protection for Content. Apple shall not be responsible for providing any technical or customer support.

5.2 Indemnity. To the extent permitted by law, Content Provider shall indemnify, defend and hold harmless Apple and Apple's parents, subsidiaries, affiliates, and their directors, officers, employees, agents, subcontractors and sublicensees, from and against all claims, actions, liabilities, losses, expenses, damages and costs, including, but not limited to, reasonable attorneys' fees, that may at any time be incurred by reason of: (i) any claim arising out of any breach or alleged breach of Content Provider's representations or warranties contained in this Agreement, except where the claim results from Apple's or this Agreement's specific direction



to Content Provider; (ii) any claim in connection with the Artwork or Content, including but not limited to claims of alleged infringement by, or errors, omissions or misrepresentations in, the Artwork or Content; (iii) any virus, worm, Trojan horse or other contaminating or destructive feature contained in the Content; or (iv) any services provided by Content Provider, including in connection with hosting, linking to, providing RSS feeds to, or securing Content, and any content transmitted by Content Provider through such services.

## **6. CONFIDENTIALITY AND NON-DISCLOSURE; DATA PRIVACY AND SECURITY.**

6.1 Confidentiality and Non-Disclosure. To the extent permitted by law, the parties each agree to treat all Information as confidential and proprietary information. The obligations with respect to Information shall not apply to Information (i) that is independently developed by the party receiving Information, or which is lawfully received free of restriction from another source having the right to so furnish such Information; (ii) after it has generally become available to the public without breach of this Agreement or other wrongful action or omission by the other party; (iii) which at the time of disclosure was known to the disclosing party to be free of restriction, as evidenced by documentation in its possession; (iv) which the party who has disclosed Information to the other party agrees in writing to be free of such restrictions; or (v) which is required by law or court order to be disclosed, provided that the receiving party make reasonable efforts to give the disclosing party notice of such requirement prior to any such disclosure and take reasonable steps to obtain protective treatment of the Information. Notwithstanding the foregoing, Content Provider agrees that Apple may disclose any Information (including but not limited to any Content) if required to do so by law or in Apple's good faith belief that such disclosure is reasonably necessary to comply with legal process, enforce the terms of this Agreement, respond to claims that any Content violates the rights of any person or entity, or protect the rights, property or personal safety of Apple, any users, or the public.

6.2 Data Privacy and Security. Content Provider represents, warrants and further agrees to all of the following:

(a) Personal Data. As a result of the Agreement, Content Provider and Provider Personnel may obtain certain information relating to identified or identifiable individuals ("Personal Data"), and such Personal Data shall be considered Apple's Information covered by Content Provider's confidentiality obligations provided in this Agreement. Content Provider shall have no right, title or interest in Personal Data obtained by it as a result of the Agreement. Content Provider shall, and shall ensure that any Provider Personnel with access to Personal Data: (a) collect, access, maintain, use, process and transfer Personal Data in accordance with the requirements set forth in this Section 6.2 and for the sole purpose of performing Content Provider's obligations under this Agreement; (b) comply with Apple's instructions regarding Personal Data, as well as all applicable laws, regulations and international accords, treaties, or accords, including, without limitation, the EU/US Safe Harbor program, and refrain from engaging in any behavior which renders or is likely to render Apple in breach of the same; (c) promptly notify Apple's Privacy Counsel at 1 Infinite Loop, 36-3MAL, Cupertino, California 95014, of any requests from an individual with respect to Personal Data, and work with Apple to promptly and effectively handle such requests; and (d) when data is received directly or indirectly from the European Economic Area or from Apple's European affiliates, abide by the Safe Harbor Privacy Principles of the U.S. Department of Commerce, located at



<http://www.export.gov/safeharbor>, as may be amended from time to time, excluding the Notice, Choice and Enforcement provisions contained therein. In the event of an investigation by a data protection regulator or similar authority regarding Personal Data, Content Provider shall provide Apple with reasonable assistance and support, including, where necessary, access to Content Provider's premises to the extent needed to respond to such investigation.

(b) Protection of Personal Data. Content Provider shall take all appropriate legal, organizational and technical measures to protect against unlawful and unauthorized processing of Personal Data. Content Provider shall maintain reasonable operating standards and security procedures, and shall use its best efforts to secure Personal Data through the use of appropriate physical and logical security measures including, but not limited to, appropriate network security and encryption technologies, and the use of reasonable user identification or password control requirements and other security procedures as may be issued from time to time by Apple. Content Provider shall promptly notify Apple in the event that Content Provider learns or has reason to believe that any person or entity has breached or attempted to breach Content Provider's security measures, or gained unauthorized access to Personal Data ("Information Security Breach"). Upon any such discovery, Content Provider will (a) investigate, remediate, and mitigate the effects of the Information Security Breach, and (b) provide Apple with assurances reasonably satisfactory to Apple that such Information Security Breach will not recur. If Apple determines that notices (whether in Apple's or Content Provider's name) or other remedial measures (including notice, credit monitoring services, fraud insurance and the establishment of a call center to respond to customer inquiries) are warranted following a Security Breach, Content Provider will, at Apple's request and at Content Provider's cost and expense, undertake the aforementioned remedial actions.

(c) Noncompliance. In the event that Content Provider is unable to comply with the obligations stated in this Section 6.2, Content Provider shall promptly notify Apple, and Apple may do one or more of the following: (i) suspend the transfer of Personal Data to Content Provider; (ii) require Content Provider to cease processing Personal Data; (iii) demand the return or destruction of Personal Data; or (iv) immediately terminate this Agreement. Upon termination of this Agreement for any reason, Content Provider shall promptly contact Apple for instructions regarding the return, destruction or other appropriate action with regard to Personal Data.

**7. LIMITATION OF LIABILITY.** IN NO EVENT WILL APPLE BE LIABLE TO CONTENT PROVIDER FOR LOST PROFITS, LOST BUSINESS OPPORTUNITY, LOST DATA, INTERRUPTION OF BUSINESS, COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, OR FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED, AND WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY (INCLUDING BUT NOT LIMITED TO APPLE'S MODIFICATION, LOSS OR DESTRUCTION OF CONTENT), AND, TO THE EXTENT PERMITTED BY LAW, APPLE'S ENTIRE LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT AND CONTENT PROVIDER'S USE OF OR INABILITY TO USE THE ITUNES U SITE SHALL BE LIMITED TO FIFTY DOLLARS (\$50.00). THE LIMITS SET FORTH IN THIS SECTION WILL APPLY WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATION OF LIABILITY IN SECTION 7 DOES NOT APPLY TO PERSONAL INJURY OR TANGIBLE PROPERTY DAMAGE.



## **8. TERM, RENEWAL AND TERMINATION.**

8.1 Term and Termination. The initial term of this Agreement shall commence upon the date Apple approves this Agreement for a period of one (1) year. Thereafter, this Agreement will automatically renew for one (1) year terms until either party terminates (for any reason, including for convenience). Each party may terminate this Agreement for any reason at any time (including for convenience) upon thirty (30) days prior written notice. In the event of a party's material breach of this Agreement, the other party may terminate upon fifteen (15) days prior written notice.

8.2 Effect of Termination. Upon the expiration or termination of this Agreement, each party shall promptly return all information, documents, manuals and other materials belonging to the other party except as otherwise provided in this Agreement. Notwithstanding anything to the contrary, Apple shall not be required to destroy any marketing collateral (if any) or any other product that contains any Content or Artwork and shall be allowed to exhaust any such remaining collateral or product within its ordinary course of business. Sections 1, 2.5, 5, 6, 7, 8.2, and 9 shall survive the expiration, termination or cancellation of this Agreement.

## **9. GENERAL PROVISIONS.**

9.1 Nonassignment/Binding Agreement. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Content Provider, in whole or in part, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of Apple, which consent will not be unreasonably withheld. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

9.2 Taxes. Content Provider, except when tax exempted, will pay all taxes and duties, if any, payable based on its use of the iTunes U Site and any services provided by Apple under this Agreement. Proof of Content Provider's tax exempt status must be on file at Apple.

9.3 Independent Contractors. The relationship of the parties under this Agreement is that of independent contractors. Neither party will be deemed to be an employee, agent, partner or legal representative of the other for any purpose and neither will have any right, power or authority to create any obligation or responsibility on behalf of the other.

9.4 Notices. Except as otherwise provided in this Agreement, any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by U.S. Postal Service, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address set forth in the preamble or signature line to this Agreement, with a courtesy copy sent via e-mail to [itunes-u-notices@apple.com](mailto:itunes-u-notices@apple.com). Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.



9.5 Force Majeure. Neither party will be liable to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquake, fire and explosions, but the inability to meet financial obligations is expressly excluded.

9.6 Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. No exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

9.7 Severability. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

9.8 Integration. This Agreement (including the Exhibits hereto) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. This Agreement may not be amended, except by a writing signed by both parties.

9.9 Press Release. Content Provider shall not make or issue any public statement or press release regarding this Agreement or its subject matter without Apple's prior written approval.

9.10 Counterparts. This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.

9.11 Governing Law. This Agreement will be interpreted and construed under the laws of the State of California, as applied to agreements entered into and to be performed entirely within California between California residents. All disputes arising out of this Agreement will be subject to the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California, and Content Provider hereby consents to personal jurisdiction in those courts. Notwithstanding the foregoing, if Content Provider is a governmental or public educational institution, then this Agreement will be interpreted and construed in accordance with the laws of the state and territories (within the U.S.) in which such institution is domiciled, without giving regard to conflict of laws provisions.



9.12 Application of Local Law. Notwithstanding anything to the contrary provided or implied in this Agreement, nothing in this Agreement shall (i) render inapplicable to this Agreement any contractual term or provision of law that the jurisdiction in which Content Provider is domiciled requires to be imposed as a matter of law on agreements of the nature of this Agreement; (ii) deprive Content Provider of any remedy that the laws of its domicile jurisdiction require to be available to Content Provider with respect to agreements of the nature of this Agreement; or (iii) impose on Content Provider any liability that the laws of its domicile jurisdiction prohibit with respect to agreements of the nature of this Agreement.

9.13 Export Control. Content Provider agrees that it will not export, re-export, directly or indirectly, any United States origin commodities, technology/technical data or software acquired from Apple, or any direct product of that technical data: (i) in violation of the export laws and regulations of the United States, including but not limited to, the Bureau of Industry and Security Export Administration Regulations and the regulations of the Treasury Department's Office of Foreign Assets Control or any other relevant national government authority; (ii) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary export licenses or other approvals; (iii) to any country, or resident of or individual located in a country, to which trade is embargoed by the United States; (iv) to any person or firm on any government agencies Restricted Party List, including, but not limited to the U.S. Department of Commerce's Table of Denial Orders or Entities list, or U.S. Treasury Department's list of Specially Designated Nationals; or (v) for use in any sensitive nuclear, chemical or biological weapons, or missile technology end-uses unless authorized by the U.S. Government by regulation or specific license.

9.14 No Obligation. Nothing in this Agreement shall obligate Apple to exploit any right granted herein.

9.15 Signature Authorization. The person accepting this Agreement represents and warrants that (i) he or she has authority to contractually bind his or her organization to the terms and conditions of this Agreement; and (ii) Content Provider's by-laws or policies do not prohibit the acceptance and execution of terms and conditions in electronic form.

#### CONTENT PROVIDER INFORMATION

Name of Content Provider: \_\_\_\_\_

Content Provider Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorized Representative's First Name: \_\_\_\_\_

Authorized Representative's Last Name: \_\_\_\_\_

Title: \_\_\_\_\_



Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

- By checking this box, I certify I am authorized to submit this application on behalf of said Content Provider. I have read and accept the terms and conditions of this Agreement and acknowledge this will be accepted as my signature in lieu of a written signature with full force and effect.

Agreed to on: \_\_\_\_\_

Agreed to from IP Address: \_\_\_\_\_



# Security Compliance Addendum

## Apple Professional Services Apple Professional Development

In adherence with the terms and conditions set forth in the Agreement to Purchase Services, and the Professional Services Agreement, this addendum includes the following compliances:

- I. National Sex Offenders Registry Checks
- II. Criminal Felony, Misdemeanor, and Federal Background Checks
- III. Weapons Prohibited on School Property
- IV. Tobacco-Free Environment
- V. Prohibited Conduct on School Property and at School Events

Apple employees, contractors, and sub contractors are held to the provisions described here. The school system may conduct additional criminal records checks at the school system's expense.

### APPLE, INC.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

#### I. National Sex Offender Registry Checks

It is Apple’s goal to comply with the school’s responsibility for a safe environment for all students and staff of the district. Accordingly, Apple Professional Services will not schedule a known registered sex offender for an on-site school engagement.



### **A. State and National Registries**

Personnel are checked against the following registries:

- State Sex Offender and Public Protection Registry for the state where they reside;
- State Sexually Violent Predator Registry;
- National Sex Offender Registry;

### **B. Initial and Annual Checks**

Apple conducts initial and annual Sex Offender Registry checks of Professional Services and Professional Development employees. Apple requires initial and annual Sex Offender Registry checks of all contractors and sub contractors. Only cleared personnel are eligible for on-site engagements at schools.

### **C. Additional Screening and Confirmation**

The school system may conduct additional criminal records checks, fingerprinting, or confirmations at the school system's expense. A request for name of Apple Professional Services personnel assigned to the school system must be submitted in writing no less than 30 days prior to the desired check date.



## Solution Software Installation Agreement

This Solution Software Installation Agreement (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (“Effective Date”) by and between Apple Inc. (“Apple”) and \_\_\_\_\_ (“Customer”) (Apple and Customer individually a “Party” and collectively “the Parties”).

---

### Recital

Customer requests Apple install certain third-party software, including free and open source software, whether in an image supplied by Customer or a package created by Apple at Customer’s direction, specifically listed in the attached Exhibit A on Apple-branded hardware ordered by Customer. This Agreement confirms the terms under which Apple agrees to provide and/or direct its subcontractors to provide such installation and imaging services in consideration for Customer’s warranties, representations and covenants set forth below and any fees that may apply.

### Terms

#### **1. Program Conditions.**

A. Upon execution and delivery of this Agreement to Apple, Customer shall furnish a complete list of all software (“Software”) to be installed in Exhibit A (“the Software List”). If at any time during the Term, Customer desires to update the Software List, Customer shall do so by delivering an image update form (“Image Update Form”) that identifies the additional Software to be installed. In that event, Customer must deliver such Image Update Form and the Software to Apple at least thirty (30) days prior to the date on which Customer desires Apple to perform the installation and imaging services (“Services”) with respect to the additional Software. If Customer requests or if Apple discovers that any Software to be installed under the Services is not specifically identified on the Software List or Image Update Form, then Apple shall be immediately excused from its obligation to perform any Services with respect to such Software.

B. Upon delivery of the initial Software List and any subsequent Image Update Form, Customer shall sign the applicable form to confirm that Apple’s performance of the Services on Customer’s behalf does not breach or conflict with any of the end user license agreements and any other licensing terms (collectively referred to as the “EULAs”) for the Software. The above referenced requirement is mandatory for the performance of the Services. If Customer fails to comply with this requirement, Apple will not install the Software and will be immediately excused from its obligation to perform any Services.

**2. Appointment.** Upon execution and delivery of this Agreement and the Software List, Customer hereby appoints Apple, including its subcontractors, as Customer’s agent for the purpose of performing the Services. Customer hereby authorizes Apple, and its subcontractors, to accept the terms of all applicable EULAs, including all free and open source software (“FOSS”) EULAs on Customer’s behalf as Customer’s agent. Notwithstanding the foregoing, Apple shall



not be deemed to have accepted or agreed to be bound by any such EULAs and/or FOSS EULA terms as a consequence of installing the Software for Customer, except in Apple's capacity as Customer's Agent.

### **3. Software Requirements.**

A. Customer represents and warrants that: (i) Customer has all legal rights, whether by ownership or license, necessary to authorize Apple, including its subcontractors, to provide the Services; (ii) that such action by Apple or its subcontractors will not infringe the intellectual property rights of any third party; (iii) none of the Software contains code that is licensed under the GNU General Public License version 3 ("GPLv3") or the GNU Lesser General Public License ("LGPLv3") or any later versions thereof; (iv) Customer agrees to the terms of all applicable EULAs, including all FOSS EULAs; (v) Customer is fully responsible for obtaining all consents, providing any notices and fulfilling any and all other obligations required under the EULAs and FOSS EULAs; and (vi) the person signing below has the legal authority to bind Customer to this Agreement.

**4. Indemnity.** To the maximum extent permitted by law, Customer shall defend, hold harmless and indemnify Apple, its employees and agents from and against any claim or threat of claim brought by a third party against Apple arising out of the acts and/or omissions of Customer, its employees, agents, affiliates, subsidiaries or contractors, excluding acts or omissions expressly required by this Agreement.

**5. Limitation of Liability.** IN NO EVENT SHALL APPLE BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. APPLE'S MAXIMUM AGGREGATE LIABILITY FOR CUSTOMER'S DIRECT DAMAGES ARISING FROM THIS AGREEMENT, INCLUDING ANY NON-PERFORMANCE OF THE SERVICES, SHALL NOT EXCEED FIFTY UNITED STATES DOLLARS (\$50.00). The parties agree that the foregoing represents a fair allocation of risk between the parties without which they would not have entered into this Agreement.

**6. Governing Law.** This Agreement shall be governed by the laws of the State of California, excluding its conflict of law rules. The Superior Court of Santa Clara County or the United States District Court for the Northern District of California shall have jurisdiction and venue over all controversies arising out of, or relating to, this Agreement. In any action to enforce this Agreement, the prevailing party shall be entitled to recover all of its court costs and expenses and reasonable attorneys' fees incurred. ANY LITIGATION ARISING OUT OF ANY DISPUTE OR CONTROVERSY BETWEEN THE PARTIES TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE (1) YEAR FROM THE FIRST DATE SUCH ACTION COULD HAVE BEEN BROUGHT. IF A LONGER PERIOD IS PROVIDED BY STATUTE, THE PARTIES HEREBY EXPRESSLY WAIVE IT.

**7. Severability.** If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, all other portions of this Agreement shall remain in full force and effect, and the Parties will replace the invalid or enforceable provision with a valid and enforceable provision that achieve the original intent.



**8. Term and Termination.** The term of this Agreement will commence from the effective date and continue for thirty-six months thereafter unless terminated sooner ("Term"). Apple may terminate this Agreement immediately without prior written notice for any material breach of this Agreement. Either Party may terminate this Agreement upon thirty (30) days' prior written notice.

If at any time during the Term, Customer fails to comply with its warranties provided above, Apple reserves the right to immediately suspend all or any portion of the Services or terminate this Agreement. In addition, if an incomplete Software List is provided to Apple or if, at any time during the Term, Apple discovers or has reason to believe that any Software, whether or not identified on the Software List or Image Update Form, includes or consists of any code that is licensed under GPLv3 or LGPLv3, or any later versions thereof, then Apple reserves the right to immediately suspend all or any portion of the Services or terminate this Agreement. Any such suspension or termination by Apple shall be without further obligation or duty to Customer.

**9. Entire Agreement.** This Agreement, together with the Software List and any Image Update Form(s) submitted during the Term, constitutes the complete, final and exclusive statement of the Parties' agreement as to the subject matter of this Agreement and supersedes all other negotiations and agreements between them. No modification to this Agreement will be binding unless made in writing and signed by Apple.

**10. Survival.** Upon any termination or expiration of this Agreement, Sections 4 through 7 will survive indefinitely.

IN WITNESS WHEREOF this Agreement is executed by the Parties as of the Effective Date stated above.

**Customer**

**Apple Inc.**

SIGNATURE:

SIGNATURE:

PRINT NAME:

PRINT NAME:

TITLE:

TITLE:

DATE:

DATE:

Please fax this completed form to 866-314-3084





# Apple Hardware Loan Agreement

\_\_\_\_\_ Customer Reference#

## APPLE HARDWARE LOAN AGREEMENT AGREEMENT FOR APPLE-SUPPLIED EQUIPMENT, SOFTWARE, SUPPLIES OR OTHER MATERIALS

This Apple Hardware Loan Agreement (the "Agreement") is entered into as of \_\_\_\_\_, ("Effective Date") by and between Apple Inc., a California corporation having its principal place of business at 1 Infinite Loop, Cupertino, CA 95014-2084 ("Apple") and \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ ("Recipient").

### Purpose

Apple wishes to make available to Recipient certain Apple equipment, software, supplies, or other materials (the "Equipment") listed in Exhibit A, and Recipient wishes to borrow the Equipment for Recipient's own enterprise or institutional use only, under the terms and conditions set forth below. Recipient agrees not to use the Equipment for personal use or for resale but, instead, solely for the purpose of evaluating the Equipment, and not otherwise (the "Purpose").

### Agreement

#### 1. OWNERSHIP & DELIVERY

1.1 Equipment Delivery. Apple will, at its expense, arrange for delivery of Equipment to Recipient, as Apple in its sole discretion deems appropriate.

1.2 Equipment Title & Interest. Title to the Equipment, including all spare or maintenance parts, will remain vested in Apple. Nothing in this Agreement will be construed as conveying to the Recipient any right, title, or interest in the Equipment, except as a borrower and only for the limited Purpose as set forth herein. Recipient will not directly or indirectly cause, create, or permit to exist any mortgage, security interest, lien, encumbrance or claim against the Equipment, title thereto, or any interest therein. Recipient, at its expense, will promptly take such action as may be necessary to duly discharge any such mortgage, security interest, lien, encumbrance, or claim against the Equipment, title thereto, or any interest therein, if it arises.

#### 2. RECIPIENT'S RESPONSIBILITIES

2.1 Taxes & Duties. Recipient will pay all taxes, duties, or other imposts levied on the Equipment or its use during the Term.



2.2 Risk of Loss or Damage. Recipient will be responsible for physical loss of or damage to the Equipment while in the possession or control of Recipient. Recipient assumes this liability as of the time Recipient takes possession of the Equipment or when the common carrier or other entity selected by Apple to deliver the Equipment to Recipient surrenders possession of the same to Recipient or its agent, whichever is earlier. Recipient's liability under this section ends when Recipient returns the Equipment to Apple in the same condition as it was provided to Recipient, less reasonable wear and tear. Recipient will reimburse Apple for physical loss or damage to Equipment in an amount equal to the cost of the damaged or lost Equipment as specified in Apple's consumer price list ("Apple Price List") as of the Effective Date of this Agreement.

2.3 Equipment Setup & Repair. Recipient is responsible for Equipment setup and packaging throughout the Term. Recipient is required to contact the Worldwide Product Placement Group at the email address supplied in Exhibit B, to authorize any Equipment repair.

2.4 Equipment Modification & Use. Recipient agrees not to change, alter, or otherwise modify the Equipment without Apple's prior written permission. Recipient will allow Apple to make any changes, alterations, modifications, or exchanges as Apple, in its sole discretion, deems necessary or desirable. Recipient agrees to only use the Equipment for the Purpose stated in this Agreement and will not copy, or otherwise reproduce, reverse engineer, disassemble, or decompile any software components, training product or other components of the Equipment.

2.5 Equipment Location & Inspection. The Equipment must remain at the address to which the Equipment was shipped, or such other address as Apple approves in writing prior to Equipment removal. Any mobile device may be temporarily moved to locations near the ship to location. Equipment shall not be removed from the United States at any time during the Term. Apple shall have the right to inspect the Equipment upon forty-eight (48) hours written notice to Recipient.

2.6 Equipment Return. Recipient must return the Equipment postage paid within seven (7) days of expiration or termination of this Agreement. If Recipient does not return the Equipment within such time, the matter will be referred to a collection agency. Apple reserves the right to invoice Recipient, through the collection agency, in an amount equal to the cost of the Equipment as specified in the Apple Price List as of the Effective Date and Recipient agrees to pay such amount, along with any expenses incurred by Apple in using the collection agency, within thirty (30) days of date of said invoice. Apple has no obligation to return any media or content incorporated into the Equipment if Equipment is returned with such media or content. Nor will Apple have any liability for removing or not removing any such content or media from the Equipment after its return.

2.7 Financing Statement. At Apple's request, Recipient shall cooperate with Apple in executing one or more financing statements regarding any or all of the Equipment, pursuant to the Uniform Commercial Code. Recipient acknowledges and agrees that nothing in this Agreement will allow Recipient to claim the Equipment as part of Recipient's assets subject to liquidation should Recipient declare bankruptcy.



### 3. LIMITATION OF LIABILITY

3.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, (A) APPLE SHALL HAVE NO LIABILITY FOR ANY AND ALL CLAIMS AND DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE, AND (B) IN NO EVENT SHALL APPLE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR DIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, CLAIMS FOR LOST BUSINESS PROFITS OR REVENUE, LOSS OF DATA, INTERRUPTION IN USE, OR UNAVAILABILITY OF DATA) OR FOR PUNITIVE OR EXEMPLARY DAMAGES, WHETHER AS A RESULT OR BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE. THE REMEDIES OFFERED BY APPLE UNDER THIS AGREEMENT REPRESENT RECIPIENT'S SOLE AND EXCLUSIVE REMEDY.

3.2 THE PARTIES HEREBY AGREE THAT THE TERMS CONCERNING INDEMNITY, WARRANTY DISCLAIMER AND THE ABOVE LIMITATIONS OF LIABILITY REPRESENT A FAIR ALLOCATION OF RISK BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

### 4. WARRANTY DISCLAIMER

THE EQUIPMENT IS PROVIDED TO RECIPIENT "AS IS." APPLE HEREBY DISCLAIMS, AND RECIPIENT HEREBY WAIVES, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### 5. INDEMNIFICATION

Recipient will defend, indemnify, and hold Apple, its affiliates, officers, directors and personnel, harmless from and against any and all claims, demands, and allegations, against Apple, or any of its affiliates or personnel, including costs, damages, liabilities and fees (including reasonable attorney and other professional fees), that arise out of or in connection with this Agreement or Recipient's possession or operation of the Equipment (the "Damages"). The Damages will not apply to claims arising solely from the Equipment's infringement of a third party's copyright, patent, trade secret, mask work, or trademark rights on the condition that such claims are not caused by any act, omission, or breach by Recipient or any misuse, modification, or combination of the Equipment with other materials, technology, equipment or information.

### 6. TERM AND TERMINATION

6.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until the Equipment is returned to Apple in accordance with the terms of this Agreement. Notwithstanding anything in the foregoing, in no event shall the loan of the Equipment exceed a period of sixty (60) days from the Effective Date without written consent from Apple (the "Term").

6.2 Termination. Either party may terminate this Agreement with written notice to the other. Upon such termination, Recipient shall return the Equipment to Apple in accordance with Section 2.6 of this Agreement.



6.3 Survival. Upon expiration or termination of this Agreement, all defined terms and the following sections shall remain in effect: 1.2, 2.1, 2.2, 2.6, 3, 4, 5, 6.1, 6.3, and 6.9 and 7. Any additional obligations that expressly or by their nature are intended to continue after the termination or expiration of this Agreement shall survive and remain in effect.

## 7. GENERAL TERMS

7.1 Assignment. Recipient will not assign this Agreement, or any of the rights or obligations hereunder without the Apple's prior written consent. Any attempted assignment by Recipient will be null and void. Apple may assign this Agreement, any Equipment, and any of its rights hereunder, as Apple in its sole discretion deems necessary or appropriate. The provisions of this Agreement shall be binding upon and inure to the benefit of Apple and Recipient, their successors, and permitted assigns.

7.2 Governing Law/Venue. If Recipient is a public institution or agency, this Agreement will be governed and interpreted under the laws of the state in which Recipient is located. If Recipient is a publicly-traded company or a privately-held enterprise, this Agreement shall be governed by and construed in accordance with the laws of the State of California, except for its conflict of law provisions. In the event that litigation commences, the parties agree that the venue shall be Santa Clara County, California.

7.3 Notice. Any notice under this Agreement must be in writing and will be deemed given when delivered personally or sent by email, fax, or commercial overnight courier specifying next-day delivery, with written confirmation of receipt. Notices to Apple will be sent to the following address:

Apple Inc.  
Attn: WWPM Product Placement Group  
1 Infinite Loop, MS 47-SL  
Cupertino, CA 95014

With a copy to:

Apple Inc.  
Attn: Apple Legal Dept.  
1 Infinite Loop, MS 3-MAL  
Cupertino, CA 95014

Notice to Recipient will be sent to the address set forth in the first paragraph of this Agreement. Either party may give notice of a change of address for receipt of notices by giving notice in accordance with this section.

7.4 Severability. If any of the provisions of this Agreement are held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and be construed to effectuate Apple's and Recipient's intentions in executing it.



\_\_\_\_\_ Customer Reference#

7.5 No Waiver. Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of the right to enforce afterward that or any other provision of this agreement.

7.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument.

7.7 Headings & Construction. Section headings are for reference only and will not be considered as parts of this Agreement. Wherever the singular is used, it includes the plural, and wherever the plural is used, it includes the singular.

7.8 Modification. Any modifications of this Agreement shall be in writing and signed by authorized representatives of both Apple and Recipient.

7.9 Compliance with Laws. Each party will comply with all applicable laws and regulations (including, without limitation, the laws and regulations of the U.S. Government relating to export, import, labor and employment) and defend and hold the other harmless from any expense or damage resulting from its violation or alleged violation in the performance of this Agreement.

7.10 Entire Agreement. This Agreement, including its exhibits, constitutes the entire agreement between Apple and Recipient with respect to the subject matter, and any and all previous written or oral agreements are expressly canceled. Apple and Recipient acknowledge that it is not entering this Agreement on the basis of any representations not expressly contained in this Agreement.

7.11 Authority. Recipient represents and warrants that it has all right, power and authority under applicable law to enter into and perform this Agreement and that the person signing below has the requisite legal authority to bind Recipient to the terms of this Agreement.

The duly authorized representative of the Recipient executes this Agreement as of the Effective Date.

Agreed:

RECIPIENT

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_



\_\_\_\_\_ Customer Reference#

**EXHIBIT A**  
**EQUIPMENT**

Quantity	Model	Configuration

**EXHIBIT B**  
**CONTACT INFORMATION**

Apple Inc.  
WWPM Product Placement Group  
1 Infinite Loop, MS:47-SL  
Cupertino, CA 95014

[seeding@apple.com](mailto:seeding@apple.com)

Phone: (408) 974-0546  
Fax: (408) 974-6714



## APPLE APPENDICES

Attached please find the following supplemental Appendices to Apple's MLTI Proposal:

**Apple Appendix 1** – Certificate of Insurance

**Apple Appendix 2** – Courtesy Quote from Safeware, Inc.

**Apple Appendix 3** – Professional Development Schedule, Summer 2013

**Apple Appendix 4** – MLTI Year 1 Project Summary

**Apple Appendix 5** – Apple's Project Team in Maine

**Apple Appendix 6** – MLTI OS X Development and Deployment Plan

**Apple Appendix 7** – MLTI Network Installation Plan

**Apple Appendix 8** – MLTI Network Installation Flow Chart



# Apple Appendix 1 – Certificate of Insurance



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/07/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104  00000 -STAND-CAS-12-13	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> APPLE INC. ONE INFINITE LOOP, MS 40-RM CUPERTINO, CA 95014-2084	<b>INSURER A :</b> ACE American Insurance Company <b>NAIC #</b> 22667	
	<b>INSURER B :</b> N/A      N/A	
	<b>INSURER C :</b> N/A      N/A	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** SEA-002366658-07      **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR Value: \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			XSLG25839705	10/01/2012	10/01/2013	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,500,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,500,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 9,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS      OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
REGARDING RFP #201210412 FOR MULTI-STATE LEARNING TECHNOLOGY INITIATIVE. EVIDENCE OF INSURANCE.

<b>CERTIFICATE HOLDER</b> STATE OF MAINE DEPARTMENT OF EDUCATION AUGUSTA, ME	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services Chris D Ambra <i>Chris D Ambra</i>
--	--

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ACORD 25 (2010/05)

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# Apple Appendix 2 – Courtesy Quote from Safeware, Inc.



## Proposal Quote

6500 Busch Blvd  
Suite 233  
Columbus OH 43229

Issue Date:  
Quote is valid for 60 days

01.05.2013

<b>Quote To:</b> State of Maine ME	<b>Notes:</b>
--	---------------

**Deductible: \$50 per Incident**

Equipment Covered	Quantity	Make	Model	Unit Value	Total
	1	Apple	MB Air 11"	\$1,049	\$1,049

Coverage Options	Option 1: Full Coverage	Option 2: AD Only Coverage	Option 3: Theft and Standard - No AD
	Theft Burglary/Robbery Accidental Damage Power Surge Vandalism Fire Natural Disasters	Accidental Damage	Theft Burglary/Robbery  Power Surge Vandalism Fire Natural Disasters
<b>Term Options</b>	<b>Per Unit Cost</b>	<b>Per Unit Cost</b>	<b>Per Unit cost</b>
1 Year Coverage	<b>\$84</b>	<b>\$79</b>	<b>\$26</b>
2 Year Coverage	<b>\$166</b>	<b>\$155</b>	<b>\$51</b>
3 Year Coverage	<b>\$244</b>	<b>\$229</b>	<b>\$76</b>
4 Year Coverage	<b>\$321</b>	<b>\$301</b>	<b>\$99</b>

**Terms:** Coverage is Valid in the United States and Canada only. Coverage is based on replacement cost value. Insuring company is Technolgy Insurance Company, part of AmTrust Financial Services Inc., rated "A" (Excellent) by A.M. Best. Binding of coverage is contingent upon completion of the attached questionnaire and that information meets our underwriting guidelines. This is a general summary of the provisions & qualifications of the insurance benefits included in the policy.

**Contact:** For any questions about this quote, or to notify of your intent to proceed with the insurance policy, please contact:

**Dan Day** 972.855.3570 (work)  
 Sales Director 972.854.2646 (cell)  
[dday@safeware.com](mailto:dday@safeware.com) 972.855.3575 (fax)



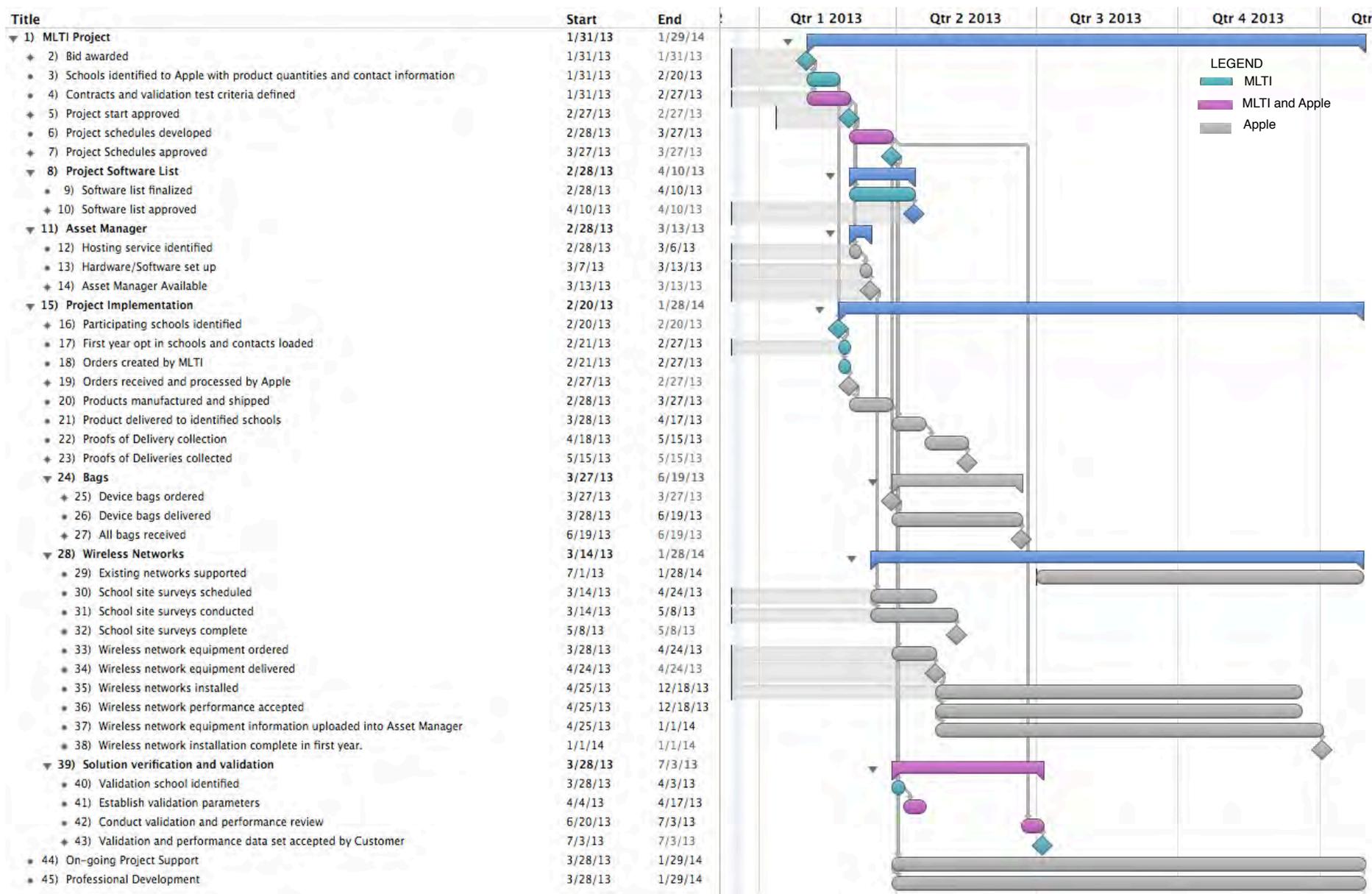


## Apple Appendix 3 – Professional Development Schedule, Summer 2013

		Region 1			Region 2			Region 3			Region 4			Region 5			Region 6			Region 7			Region 8			Region 9		
		Aroostook			Washington, Penobscot			Washington			Hancock, Waldo, Penobscot, Somerset, Piscataquis			Somerset, Franklin, Piscataquis, Kennebec			Lincoln, Knox, Sagadahoc, Kennebec, Waldo			Franklin, Androscoggin, Oxford			Cumberland, York			Islands		
Audience		Teachers	Leadership	Technical	Teachers	Leadership	Technical	Teachers	Leadership	Technical	Teachers	Leadership	Technical	Teachers	Leadership	Technical	Teachers	Leadership	Technical	Teachers	Leadership	Technical	Teachers	Leadership	Technical	Teachers	Leadership	Technical
7/22/13	M																											
7/23/13	T	100	25	20											20													
7/24/13	W				100	25	10												20									
7/25/13	Th							100	25	20											20							
7/26/13	F										100	25	20													20		
7/29/13	M													100	25													
7/30/13	T			20										100	25													
7/31/13	W						10										100	25										
8/1/13	Th									20										100	25							
8/2/13	F												20												100	25	20	
8/5/13	M																											
8/6/13	T	100	25												20													
8/7/13	W										100	25							20									
8/8/13	Th							100	25				20															
8/9/13	F										100	25																10
8/12/13	M													100	25													
8/13/13	T												20							100	25							
8/14/13	W																		20	100	25							
8/15/13	Th																				20	100	25					
8/16/13	F																									20	100	25
8/19/13	M																											
8/20/13	T																			100	25							
8/21/13	W																								100	25		
8/22/13	Th																100	25										
8/23/13	F										100	25																
8/26/13	M																								100	25		
8/27/13	T																								100	25		
8/28/13	W																											
8/29/13	Th																								100	25		
8/30/13	F																											
Totals		200	50	40	100	25	20	200	50	40	400	100	80	200	50	40	300	75	60	300	75	60	600	150	60	100	25	10

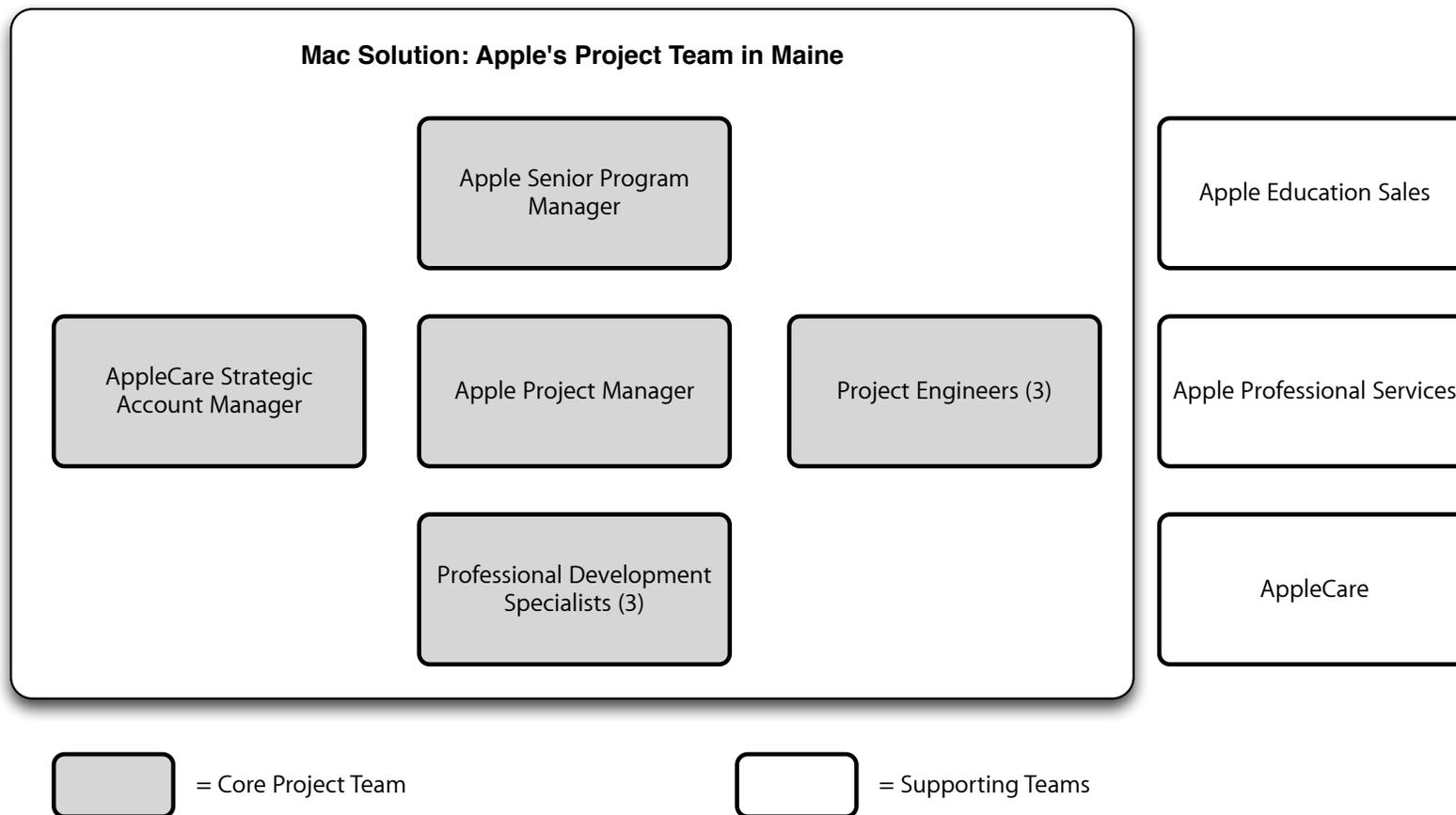


# Apple Appendix 4 – MLTI Year 1 Project Summary



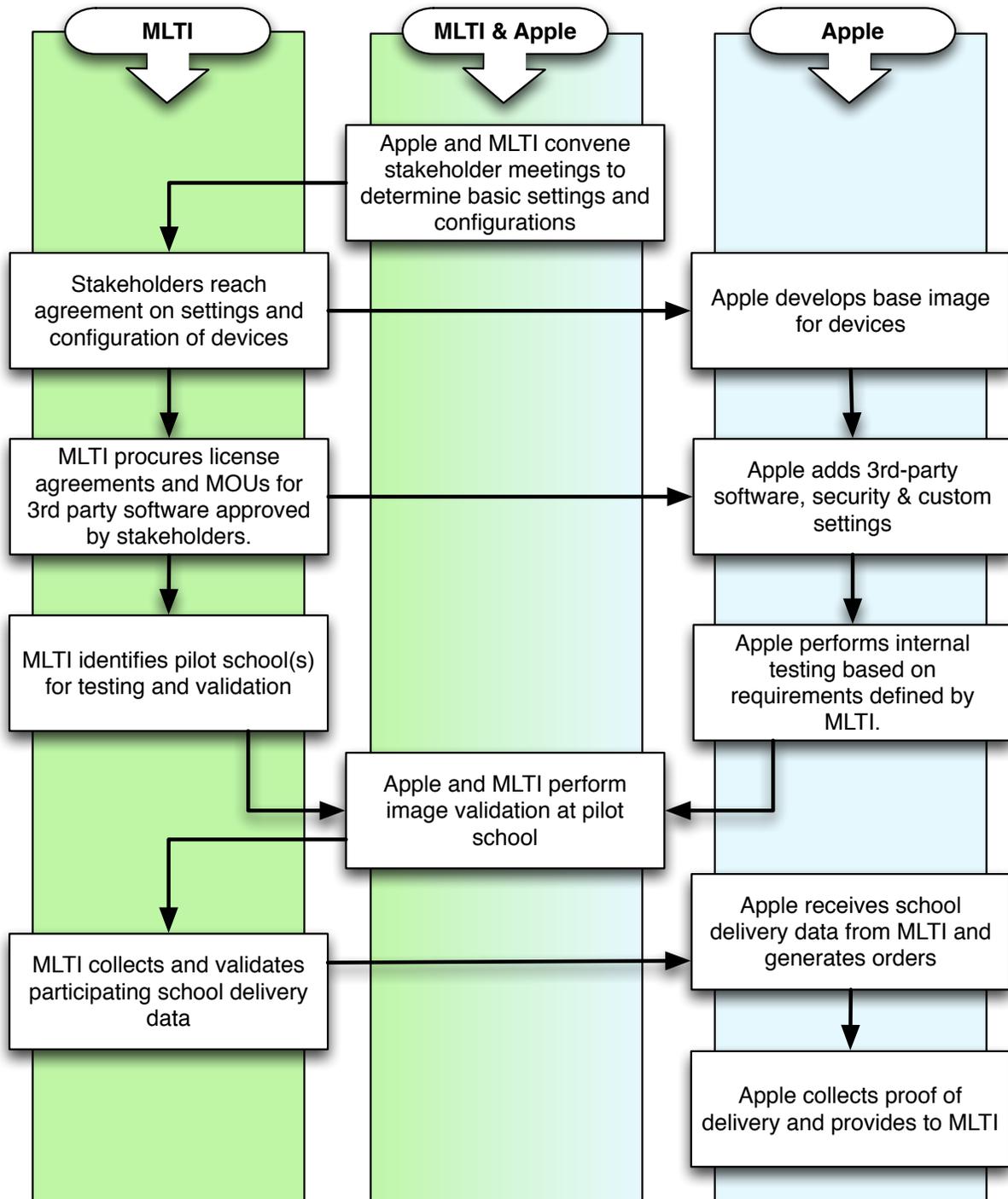


## Apple Appendix 5 – Apple’s Project Team in Maine



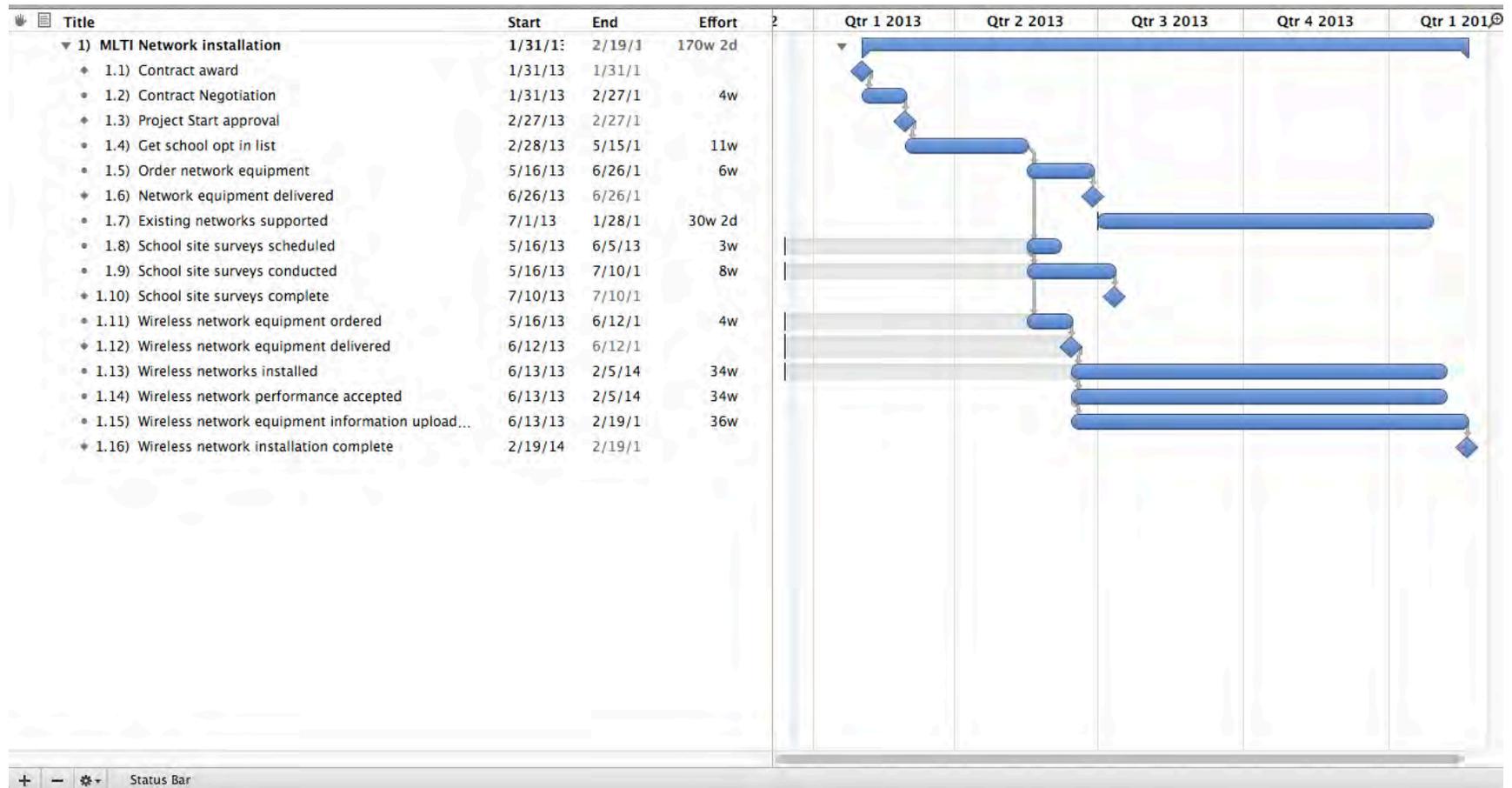


## Apple Appendix 6 – MLTI OS X Development and Deployment Plan





## Apple Appendix 7 – MLTI Network Installation Plan





## Apple Appendix 8 – MLTI Network Installation Flow Chart

