

PROPOSAL



Maine Learning Technology Wireless Classroom Solution

RFP # 1205143





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February 22, 2006

Jeff Mao
Department of Education
23 State House Station
Augusta, ME 04333-0023

Dear Mr. Mao:

Over the past 5 years, the State of Maine has successfully delivered on the vision set forth by the original MLTE Task Force in 2001, which put forth *"Others have tinkered ... but Maine can be first, first to recognize, as a State, the enormous potential of learning technology; and first to act boldly to prepare our schools and students to meet this challenging change."* All indicators point to the overwhelming success of the MLTI and the impact it has had on how teachers teach and how students learn. It has delivered on the promise that *the people in Maine will be among the best educated in the world.*

Apple is pleased to respond to the Maine Learning Technology Wireless Classroom Solution RFP #1205143. We are proud of the role we have played in the MLTI, partnering with Maine, its students and educators to deliver the products, capacity, processes and support needed to successfully implement such a bold initiative.

This proposal builds on the foundation put in place during our first agreement, leveraging the experience we have gained through four years of working day-in and day-out with 245 Maine middle schools. Apple's proposal focuses on moving forward to higher levels of professional development and deeper curriculum integration, not restarting from square one. Apple's proposal provides a collaboration environment that connects Maine teachers, students and parents in a way that strengthens the teacher-student dynamic and the parent-school connection. Apple's proposal delivers the most innovative hardware and software tools to engage today's digital kids and allow for unparalleled expression of their ideas and understandings. Finally, Apple's proposal is built on a proven track record of success, vision, lessons learned, and a commitment to Maine that goes far beyond simply handing over computers.

After working side-by-side with Maine for five years on MLTI, Apple has a shared vision of where Maine wants to go with this next iteration of the program, and what it takes to make that happen. We're aligning our resources, products, and energies to support that vision and ensure your success.

Apple looks forward to working with and supporting the State of Maine and all MLTI participants as you boldly lead the nation and the world forward with exemplary and innovative teaching and learning through MLTI.

Sincerely,

Barry Wright
Vice President of Education Sales
Apple Computer, Inc.



Section I – Transmittal Letter

RFP Requirement	Apple's Response
a) A statement that the person signing this proposal is authorized to make decisions as to the prices quoted and that (s)he has not participated, and will not participate, in any action contrary to the RFP.	Barry Wright is Apple's Vice-President of Education Sales and is authorized to make decisions as to the prices set forth in Apple's proposal. He has not participated and will not participate in any action contrary to the RFP.
b) A statement that the proposal was developed without collusion.	Apple's proposal was developed without collusion.
c) The name, phone number, fax number and e-mail address of the bidder's representative who may be contacted for all proposal clarification matters during the evaluation and selection process.	Matt Baker Bid Project Manager Apple Computer, Inc. 512 674-6505 phone 512 674-2309 fax baker@apple.com
d) The name, phone number, fax number and e-mail address of the bidder's representative who may be contacted for all contractual matters.	Vonda Smith Education Contracts Manager Apple Computer, Inc. 408 974-5362 phone 408 974-4908 fax vonda.smith@apple.com
e) The name, phone number and address of the bidder's representative who should be notified of the selection of the finalist(s) and the awarded Provider.	Steve Johnson Regional Manager – New England Apple Computer, Inc. 111 Huntington Avenue, 5th Floor Boston, MA 02199 508 842-2698 phone johnson6@apple.com
f) The bidder's federal tax identification number.	94-2404110
g) A statement that all required forms, checklists, and/or schedules have been included.	To the best of Apple's knowledge, all required forms, checklists, and/or schedules have been included with this proposal.
h) An itemization of all materials and enclosures submitted in response to the RFP.	Please refer to the Table of Contents for this information.
i) A statement that the bidder's proposal will, when implemented, meet or exceed all the requirements and specifications set forth in the RFP.	Apple's proposal, when implemented, will meet or exceed all the requirements and specifications set forth in the State's RFP except as otherwise noted.



RFP Requirement	Apple's Response
j) An unequivocal statement which acknowledges and agrees to all of the rights of the State including the procurement rules and procedures, terms and conditions, and all other rights and terms specified in this RFP.	Apple acknowledges and agrees to all the rights of the State including the procurement rules and procedures, terms and conditions, and all other rights and terms specified in this RFP, as amended by Apple's bid response.
k) A statement of the bidder's willingness to enter into an agreement with the State, which agreement will be set forth on standard State of Maine agreement forms, which includes the terms and conditions included in Rider A and Rider B of the State of Maine Agreement for Special Services (in Appendix A).	Apple states its willingness to negotiate in good faith and to enter into an agreement with the State to furnish products in accordance with Apple's Master Lease Agreement, a copy of which is attached, and with the following exceptions and clarifications to the RFP. In addition, Apple agrees to furnish services in accordance with the attached Professional Services Agreement.
l) A statement outlining any and all exceptions the bidder takes to the terms and conditions, technical requirements or any other portion of this RFP. Such exceptions must be noted on BLUE paper and attached to your Transmittal Letter. Bidders should only take exceptions with due care and consideration since any exceptions deemed unacceptable by the State may be grounds for eliminating or reducing the score of the bidder's proposal. If the awarded bidder's proposal includes any exceptions, the award itself will in no way indicate the State's acceptance of these exceptions. The State may, at award time, indicate to the awarded bidder whether the exceptions, individually or collectively, are negotiable or non-negotiable.	Apple's statement is attached immediately following the Transmittal letter.
m) A statement that the bidder will make a commitment to the Department's schedule for agreement negotiations and that it will include a person or persons on its negotiations team who is authorized to make timely, final decisions on the bidder's behalf.	Apple will commit to the Department's schedule for agreement negotiations, and Apple's negotiation team will include an individual or individuals authorized to make timely, final decisions on Apple's behalf.
n) A statement that the bidder agrees to participate in personnel interview(s) and/or oral presentations, if opted by the Department.	Apple agrees to participate in personnel interview(s) and/or oral presentations if so requested by the State.



RFP Requirement	Apple's Response
o) A statement that the bidder, if it becomes a finalist, agrees to provide a proposed system for test and evaluation by a Department evaluation team, if opted by the Department, as a part of the evaluation and selection process, and that the bidder understands such notice for test and evaluation may be short.	If Apple becomes a finalist for award of the State's RFP, Apple will, if requested, provide a proposed system for test and evaluation by a Department evaluation team. Apple understands that the notice for test and evaluation may be short, and will make all commercially reasonable efforts to adhere to the testing and evaluation schedule established by the State.
p) A statement that the bidder, if it becomes the awarded Provider, agrees to provide proposed equipment for validation testing in Maine at a site or sites of the Department's choosing and that the bidder recognizes that validation testing must be conducted and completed expeditiously.	If Apple becomes the awarded provider, Apple agrees to provide proposed equipment for validation testing in Maine at a site or sites of the Department's choosing. Apple recognizes that validation testing must be conducted and completed expeditiously, and will make all commercially reasonable efforts to adhere to the validation testing schedule established by the State.
q) A statement that the bidder is experienced in: providing wireless learning technology solutions similar to those discussed in this RFP; and has demonstrated experience in managing and implementing a large scale, multi-site project on time while meeting the unique needs of each individual site or school.	Apple is experienced in providing wireless learning technology solutions similar to those discussed in the State's RFP; and as the provider selected for the initial MLTI contract, Apple has demonstrated experience in managing and implementing a large scale, multi-site project on time while meeting the unique needs of each individual site or school.
r) If the use of any subcontractors is proposed, a statement from each subcontractor shall be appended to the Transmittal Letter and signed by an individual authorized to legally bind the subcontractor stating: (a) the scope and percentage of work to be performed by the subcontractor (measured as the percentage of total agreement price), and (b) the subcontractor's capability and willingness to perform the work indicated according to the requirements and specifications of this RFP and the resulting agreement. The bidder must acknowledge that it will function as the prime contractor and be held accountable for the effective deployment of the solution and the performance standards required under this RFP.	If Apple becomes the awarded provider, Apple will function as the prime contractor and be held accountable for the effective deployment of the solution and the performance standards required under the State's RFP. Apple intends to engage two subcontractors, Bell Industries, Inc. and Nexus Management, Inc. in the fulfillment of this project. Their responses to this requirement may be found in Additional Appendix 2.



RFP Requirement	Apple's Response
s) A statement that equipment will be delivered and installed at selected schools for validation testing and that the validation tests will be completed per the schedule established in the RFP and the resulting agreement if the bidder becomes the Provider.	If Apple becomes the awarded provider, Apple will make all commercially reasonable efforts to deliver and install equipment at the selected schools for validation testing, and to complete such testing per the schedule established in the State's RFP.
t) The bidder's assurance that the proposal and prices quoted will remain in full force and effect for at least 120 days from the proposal due date or until an agreement is approved, whichever occurs later.	Apple accepts this provision with the following proviso: All pricing and payment terms for Product leases in the Provider's response are contingent on the leases qualifying for income tax-free treatment under the Internal Revenue Code, as provided in the First Amendment to the MLTI Agreement.
u) A statement certifying that all pricing information is in U.S. dollars and that all cost forms and schedules have been completed, are accurate and are enclosed.	All pricing in Apple's proposal is in U.S. dollars. To the best of Apple's knowledge, all cost forms and schedules required by the RFP are complete, accurate, and included.
v) A statement identifying any element of recurring or nonrecurring cost, over the term of this agreement, applicable to this RFP which must be borne by the Department or the schools, including but not limited to labor, hardware, software, maintenance, cabling, system engineering, manuals and documentation, training, demonstration, consultation, shipping charges, installation costs, testing, and manufacturer supplied programs.	Elements of recurring or nonrecurring costs over the term of the resulting agreement are inclusive in the cost proposal unless otherwise noted.
w) A statement of the bidder's assurance that its proposal includes and shows all items of cost applicable to this RFP to achieve compliance with the Department's requirements.	Apple hereby assures the State that this proposal, to the best of Apple's knowledge, includes and shows all items of cost applicable to the State's RFP to achieve compliance with the Department's requirements.
x) A statement from the bidder indicating if it is registered with the School and Library Division of the Universal Service Administrative Company for federal E-Rate. If it is not registered, the bidder must indicate that it agrees that it will register if it becomes the Provider.	Apple is registered with the School and Library Division of the Universal Service Administrative Company as a federal E-Rate service provider. Apple's Service Provider Identification Number (SPIN) is 143004358.



Terms of Agreement

State of Maine – Department of Education
Request for Proposals
Maine Learning Technology Wireless Classroom Solution

Terms and Conditions Summary

Apple agrees to furnish products in accordance with Apple's Master Lease Agreement, a copy of which is attached, and with the following exceptions and clarifications to the RFP. In addition, Apple agrees to furnish services in accordance with the attached Professional Services Agreement.

In the event of a lease, Pricing is conditioned on the liability limitation being accepted. In the event of a lease, our offer is expressly conditioned on the transaction qualifying for tax-free municipal lease treatment under the Internal Revenue Code.

In the event that Apple is required to load and/or transfer third party software into software images, the attached Apple Solution Software Installation Agreement Letter must be signed and returned to Apple. In the event that Apple is required to create recovery media containing Microsoft Office software, the attached Apple Microsoft Authorized Agent Letter must be signed and returned to Apple.

Exceptions and Clarifications

Words/phrases in **bold** are to be added; those in **[brackets]** are to be deleted.

Provision: Page 7, 2.2 Type of Agreement, First paragraph: "It is expected that an agreement will be awarded as a result of this RFP. In addition to the provisions of this RFP and the winning proposal, which will be incorporated by reference in the resulting agreement, any additional clauses or provisions required by federal or State law or regulation in effect at the time of execution of the resulting agreement will be included in priority order as specified in Rider A, Section III (Service Specifications: Part Two), Subsection 1, General (see [Appendix A](#)). The agreement will be executed on standard State of Maine agreement forms; bidder/provider standardized contract forms may not be substituted."

Response: Apple accepts this provision with the following changes: "It is expected that an agreement will be awarded as a result of this RFP. In addition to the provisions of this RFP and the winning proposal, which will be incorporated by reference in the resulting agreement, any additional clauses or provisions required by federal or State law or regulation in effect at the time of execution of the resulting agreement will be included in priority order as specified in Rider A, Section III (Service Specifications: Part Two), Subsection 1, General (see [Appendix A](#)). **[The agreement will be executed on standard State of Maine agreement forms; bidder/provider standardized contract forms may not be substituted.]** The agreement will be executed in substantial similarity to the existing agreement between the State of Maine and the Provider with respect to the Maine Technology Initiative, dated December 27, 2001, as amended ("MLTI Agreement"), and as modified by the Provider's exceptions in this RFP response. The agreement will reflect the Provider's specific obligations with respect to the provision of services and the leasing of hardware, as provided in the MLTI's first agreement, and will make the Provider's obligations contingent on obtaining from the State of Maine's State Tax Assessor a letter affirming that the Provider will have no responsibility for sales or use taxes resulting



from any transaction contemplated in the agreement, in substantially the form of the letter dated April 4, 2002, a copy of which is attached.”

Provision: Page 16, Section 2.18 Term (terminate for nonperformance): “The parties will enter into a four year agreement for the required equipment and services, with renewal for up to two (2) additional one year periods, for a total of six years, at the Department’s sole discretion. The Department may terminate the four year agreement earlier for nonperformance by the Provider and in accordance with the terms set forth in the agreement and with all governing law. The Department reserves the option to consider expanding the program to other grades, such as high school, and will reflect this reservation in the language of the agreement, with the schedule for expansion to be negotiated by the parties.”

Response: Apple accepts this provision with the following change: “The parties will enter into a four year agreement for the required equipment and services, with renewal for up to two (2) additional one year periods, for a total of six years, at the Department’s sole discretion. The Department may terminate the four year agreement **earlier [for nonperformance by the Provider and]** in accordance with the terms set forth in the agreement and with all governing law, **provided, however, that nothing in this Agreement shall permit the State to terminate the lease other than in accordance with the terms of the applicable Master Lease Agreement and effective lease schedule.** The Department reserves the option to consider expanding the program to other grades, such as high school, and will reflect this reservation in the language of the agreement, with the schedule for expansion to be negotiated by the parties.”

Provision: Page 33, Section 3.6.5.1 Damage, Insurance, and Warranty: "Portable computing devices 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 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 State of Maine Agreement ([Appendix A](#)), 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.

The Provider shall assume the risk of loss (e.g., fire, flood, theft, negligence) 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 section 2.13.

The bidder shall 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 evaluated under section 2.13.

As part of its strategy to meet these provisions of this RFP, the Provider may elect to provide a percentage (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.”



Response: Apple takes exception to this provision and responds with the following: "Title and risk of loss to All Products will pass to the State in accordance with the terms of the First Amendment to the MLTI Agreement dated April 2002. Further, the Provider will meet the insurance requirements of this provision through use of a buffer pool, as provided in the First Amendment to the MLTI Agreement."

Provision: Page 43, 4.1 Transmittal Letter (Proposal Section I), r): "If the use of any subcontractors is proposed, a statement from each subcontractor shall be appended to the Transmittal Letter and signed by an individual authorized to legally bind the subcontractor stating: (a) the scope and percentage of work to be performed by the subcontractor (measured as the percentage of total agreement price), and (b) the subcontractor's capability and willingness to perform the work indicated according to the requirements and specifications of this RFP and the resulting agreement."

Response: Apple accepts the provision with the following changes: "If the use of any subcontractors is proposed, a statement from each subcontractor shall be appended to the Transmittal Letter and signed by an individual authorized to legally bind the subcontractor stating: (a) the scope [**and percentage**] of work to be performed by the subcontractor [**(measured as the percentage of total agreement price),**] and (b) the subcontractor's capability and willingness to perform the work indicated according to the requirements and specifications of this RFP and the resulting agreement."

Provision: Page 47, Section 4.4 Second paragraph (tax liabilities): "Any amounts which represent the bidder's total cost for services shall be inclusive of any and all tax liability (including federal, state, local, and other) which may be incurred by the vendor for any activities defined by this RFP. The bidder should describe and quantify any such liability."

Response: Apple takes exception and responds to this provision as follows: "The parties intend that this be a tax-free transaction to the greatest extent permitted by law. The Provider's obligations shall be contingent on obtaining from the State of Maine's State Tax Assessor a letter affirming that the Provider will have no responsibility for sales or use taxes resulting from any transaction contemplated in the agreement, in substantially the form of the letter dated April 4, 2002, a copy of which is attached. Further, the agreement between the Provider and the State shall include the following language from the MLTI Agreement:

The intention of the Department and the Provider is to make this transaction exempt from federal income taxation. To that end, the Department represents and warrants that (i) it is the entity purporting to enter into this Agreement and that it is contracting in its full legal name; (ii) it is a State, or a fully constituted political subdivision pursuant to Section 103-1(b) of the Code, or agency of the State in which it is located; (iii) it is duly organized and existing under the Constitution and laws of the State in which it is located; (iv) it is authorized to enter into and carry out its obligations under this Agreement; (v) this Agreement has been duly authorized, executed and delivered by it in accordance with all applicable laws, codes, ordinances, regulations, and policies; (vi) any person signing this Agreement has the authority to do so, is acting with the full express authorization of the appropriate governing body, and holds the offices indicated below his or her signature, which is genuine; (vii) the equipment purchased under this Agreement is essential to the immediate performance of a governmental or proprietary function by it within the scope of its authority and shall be used during the Agreement's term only to perform such function; (viii) it intends to use and own the equipment for the entire term of this Agreement and shall take all necessary action to include in its annual budget request any funds required to fulfill its obligations for each fiscal year during the term of this Agreement; (ix) it 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 this Agreement and the acquisition of the equipment; (x) all payments due and to become due during its current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the purchase of the equipment; (xi) it shall not knowingly do or cause to be done any act that shall cause, or by omission of any act allow, the interest portion of any payment to become includible in the Provider's gross income for Federal income taxation purposes under the Internal Revenue Code; (xii) it shall make all reasonable efforts to comply with any applicable information reporting requirements of Section 149(e) of the Internal Revenue Code (such compliance including, but not being limited to, the execution of Forms 8038-G or 8038-GC information returns as appropriate; and (xiii) to the extent the Department has accepted the equipment to be provided under this Agreement, its obligations to pay for the equipment, in accordance with the terms of this Agreement, are unconditional."

Provision: Page 48, Section 4.4.4 Payment Schedule (based on deliverables successfully implemented, starting first quarter of fiscal year 2006-07): "Consistent with the specifications of this RFP, the State shall make regular payments based on deliverables successfully implemented, or on the number of seats in service, starting with the first quarter of fiscal year 2006-07. Payment is based on delivery and completion of applicable, Department-approved Project Plan elements for each period; the final acceptance of equipment as described in Subsection 3.9.1.4 of the RFP (Implementation); substantial compliance with all service specifications in Section 3 (Scope of Work); and avoidance or satisfactory cure of any other deficiency that has or could trigger liability for liquidated damages."

Response: Apple takes exception to this provision and responds with the following: "All pricing and payment terms for Product leases in the Provider's response are contingent on the leases qualifying for income tax-free treatment under the Internal Revenue Code, as provided in the First Amendment of the MLTI Agreement, and upon the terms substantially similar to those found in the said First Amendment, now reading as follows:

Hardware Purchase Component: All Device and Device Software provided to the Department pursuant to this Agreement will be purchased subject to the terms of the Master Lease Purchase Agreement. Payment for the devices following acceptance by the Department will be according to separate lease Schedules (as defined in the Master Lease Agreement).

Service Component: Payment for services and equipment provided by Apple, and third-party software not included in the Hardware Component will be made following acceptance by the Department, as described below, in accordance with an agreed upon payment schedule. Title to the equipment and third-party software shall transfer to the Department upon shipment, without any additional cost to the Department.

Payment is based on delivery and completion of applicable, Department-approved Project Plan elements for each period; the final acceptance of equipment as described in Subsection 3.9.1.4 of the RFP (Implementation); and substantial compliance with all service specifications in Section 3 of the RFP (Scope of Work).

The Department will process approved invoices within the timeframes established in Rider A, Part Two, paragraph 14."



Appendix A, Rider A - Specifications of Work to be Performed

Provision: Page A-2, Section 2.1 Agreement to Purchase Services, Second paragraph (under the terms of this Agreement): "WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference: Rider A - Specifications of Work to be Performed; Rider B - Payment and Other Provisions"

Response: Apple accepts this provision with the following changes: "WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement **as amended by Apple's bid response**. The following riders **as amended by Apple's bid response** are hereby incorporated into this Agreement and made part of it by reference: Rider A - Specifications of Work to be Performed; Rider B - Payment and Other Provisions. **The order of precedence in the interpretation of these documents shall be substantially similar to that set out in the First Amendment to the MLTI Agreement.**"

Provision: Page A-4, II. Contract Interpretation - Controlling Terms (precedence to the documents): "It is mutually understood and agreed that in the event of any conflict among the provisions of the documents, attachments, and/or exhibits that constitute the State of Maine Contract for Special Services with (Vendor Name), listed in Article I above, the conflict shall be resolved by giving precedence to the documents in the order listed, with Item 1, State of Maine Contract for Special Services, Page 1, having the highest precedence and Item 6, (Vendor name)'s Proposal in response to the RFP being subordinate to all other listed documents."

Response: Apple accepts this provision with the following changes: "It is mutually understood and agreed that in the event of any conflict among the provisions of the documents, attachments, and/or exhibits that constitute the State of Maine Contract for Special Services with (Vendor Name), listed in Article I above, the conflict shall be resolved by giving precedence to the documents in the order listed, with Item 6 [1], (Vendor name)'s Proposal [State of Maine Contract for Special Services, Page 1,] having the highest precedence and Item 1 [6], State of Maine Contract for Special Services [(Vendor name)'s Proposal] in response to the RFP being subordinate to all other listed documents. **The order of precedence in the interpretation of these documents shall be substantially similar to that set out in the First Amendment to the MLTI Agreement.**"

Provision: Page A-5, III. Service Specifications: Part Two, First paragraph (terms and conditions set forth): "This section of the RFP provides the Terms and Conditions associated with this procurement. The formal agreement to be entered into with the successful bidder (hereinafter the "Provider") shall contain, at a minimum, the terms and conditions set forth in this section, Rider A, and in the subsequent section, Rider B."

Response: Apple accepts this provision with the following change: "This section of the RFP provides the Terms and Conditions associated with this procurement. The formal agreement to be entered into with the successful bidder (hereinafter the "Provider") shall contain, at a minimum, the terms and conditions



as amended by Apple's bid response set forth in this section, Rider A, and in the subsequent section, Rider B. The order of precedence in the interpretation of these documents shall be substantially similar to that set out in the First Amendment to the MLTI Agreement."

Provision: Page A-6, Section 1.4 Attorney's Fees: "In the event of any litigation, appeal, or other legal action to enforce any provision of the Agreement, the Provider and the State agree to pay their own expenses of such action, including attorney's fees and costs at all stages of litigation, unless otherwise set by the court or hearing officer."

Response: Apple accepts this provision with the following added at the end of the second sentence: "provided, however, that nothing in this Agreement shall permit the State to terminate the lease of any Product under this Agreement other than in accordance with the terms of the applicable Master Lease Agreement and effective lease schedule."

Provision: Page A-7, Section 2.1 Term of the Agreement (expand to other grades): "The parties will enter into a four year agreement for the required equipment and services, with renewal for up to two (2) additional one year periods, for a total of six years, at the Department's sole discretion. The Department may terminate the four year agreement earlier for nonperformance by the Provider and in accordance with the terms set forth in the agreement and with all governing law. The Department reserves the option to consider expanding the program to other grades, such as high school, with the schedule for expansion to be negotiated by the parties."

Response: Apple accepts this provision with the following added at the end of the second sentence: "provided, however, that nothing in this Agreement shall permit the State to terminate the lease of any Product under this Agreement other than in accordance with the terms of the applicable Master Lease Agreement and effective lease schedule."

Provision: Page A-9, Section 4. Liquidated Damages, Second paragraph; "It is therefore agreed that the State may require the Provider to pay liquidated damages for such failures according to the following subsections. Such liquidated damages shall be in addition to and without limitation of any rights or remedies which the State may have under the Agreement or at law or in equity arising out of or related to any other breach by the Provider of its obligations. Such liquidated damages are not a penalty. Written notification of failure to meet a timeliness standard, performance standard, documentation requirement or deliverable will be given by the Project Manager to the Provider. Based upon the nature of the failure, the Provider shall have a very limited time period from the date of receipt of written notification of a failure to correct the failure set forth in the written notification. If the failure is not resolved within these respective time periods as set forth in the notice, liquidated damages may be imposed retroactively to the date of expected delivery. The State at its option may begin default proceedings at any point during the period."

Response: Apple takes exception to this provision and requests that it be deleted in its entirety. Apple shall make commercially reasonable efforts to remedy on a timely basis any failure for which the State provides written notification.



Provision: Page A-9, Section 4.1 General Deployment Failure (may charge the Provider up to \$20,000 per day, not to exceed a total of \$1,000,000): "In the event that the Provider fails to ensure substantial functionality in an educational setting, as described in Section 3 (Scope of Work) for the overwhelming majority of users at the overwhelming majority of sites by September 20, 2006, the Department may charge the Provider up to \$20,000 per day for each day that successful deployment is not achieved, the amount to be determined solely by the Department based on the circumstances, not to exceed a total of \$1,000,000."

Response: Apple takes exception to this provision and requests that it be deleted in its entirety. Apple shall make commercially reasonable efforts to remedy on a timely basis any general deployment failure for which the State provides written notification.

Provision: Page A-9, Section 4.2 Substantial Non-Delivery (may charge the Provider up to \$2,000 per day, not to exceed a total of \$20,000 per occurrence): "In the event that the Provider fails to deliver in a timely and acceptable manner significant implementation items described in Section 3.10, including but not limited to the work plan, demonstration schools, and other items delimited in Rider A, the Department may charge the Provider up to \$2,000 per day for each day that successful delivery is not achieved, the amount to be determined solely by the Department based on the circumstances, not to exceed a total of \$20,000 per occurrence."

Response: Apple takes exception to this provision and requests that it be deleted in its entirety. Apple shall make commercially reasonable efforts to remedy on a timely basis any substantial non-delivery for which the State provides written notification.

Provision: Page A-9, Section 4.3 Service Performance (may charge the Provider either up to \$10 per seat or up to \$200 per hour per site, not to exceed \$10,000 per event or \$200,000 in any calendar year): "In the event that the Provider fails to provide educationally functional services to each seat and each site consistent with the requirements in Section 3 (Scope of Work), the Department may charge the Provider either up to \$10 per hour per seat or up to \$200 per hour per site, the determinant of payment standard to be made by the Department, not to exceed \$10,000 per event or \$200,000 in any calendar year. Hours counted shall be hours of the Period of Prime Usage, beginning the time of failure to satisfy the repair, replacement, or restoration of service provisions in Section 3."

Response: Apple takes exception to this provision and requests that it be deleted in its entirety. Apple shall make commercially reasonable efforts to remedy on a timely basis any failure to provide educationally functional services for which the State provides written notification.

Provision: Page A-9, Section 4.4 Annual E-Rate Qualification: "In the event that the Department, the schools or both do not receive Universal Service Fund discounts for the equipment and services associated with this Agreement, due to the Provider failing to provide assistance, in a timely fashion, regarding the Universal Service Qualification on an annual basis beginning in 2006, the Department may charge the Provider the amount of discount funding which otherwise would have been received. The Provider will work with the Department and schools to separate pricing for E-rate eligible services from pricing for ineligible services, help to create Item 21 attachments, provide correct SPINS, contact information, billing account numbers, and other information needed to apply for E-rate discounts. Notwithstanding the above, the Provider shall not be obligated to pay the amount of discount funding



described above in the event that non-receipt of discounts was due to Congressional inaction, inadequate federal funding or other federal inaction."

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

Provision: Page A-9, Section 5. Failure to Perform: "In the event Provider has failed to perform any substantial obligation under this agreement, the State may withhold all monies due and payable to Provider, without penalty, until such failure is cured or otherwise adjudicated. Notwithstanding the above, the Provider must be provided with written notice of their failure to perform with reasonable time to comply."

Response: Apple accepts this provision with the following change: "In the event Provider has failed to perform any substantial obligation under this agreement, the State may withhold all monies due and payable to Provider, without penalty, until such failure is cured or otherwise adjudicated. Notwithstanding the above, the Provider must be provided with written notice of its failure to perform with reasonable time to comply. **Notwithstanding the foregoing, nothing in this Agreement shall permit the State to withhold moneys due and payable upon individual lease schedules only in accordance with the provisions of the individual lease schedules.**"

Provision: Pages A-10 thru A-12, Section 7.4 Changes in Scope and Agreement Amendments (Provider shall proceed, Provider shall not be obligated to implement): "If the parties are unable to reach an agreement under 7.3 above, the Project Manager may make a determination of the revised price or schedule, and, upon written instruction from the Project Manager, the Provider shall proceed forthwith to implement the Change Order, subject to the Provider's right to appeal the Project Manager's determination of the price or schedule. In the event the Project Manager fails to make a price or schedule determination and instruct the Provider in writing, the Provider shall not be obligated to implement the Change Order. The Provider shall not be entitled to any compensation or other consideration for implementing a Change Order for which the Project Manager has not made a determination of the revised price or schedule."

Response: Apple takes exception to this provision and requests that it be deleted in its entirety. Apple responds that any changes in scope of work will be as per the Change Order process in the mutually agreed upon Statement of Work (SOW).

Provision: Pages A-10 thru A-12, Section 7.5 Changes in Scope and Agreement Amendments (sole judgment of Project Manager, procedure established in Sections 7.2, and 7.3 or 7.4): "If in the sole judgment of the Project Manager the modification in a Change Order is within the general scope of the Agreement or is otherwise necessary to achieve compliance with Maine or federal law or regulation, he or she may so inform the Provider in which event, the Provider shall proceed forthwith to implement the Change Order without initial resort or recourse to the provisions of Sections 7.2 and 7.3 above. The procedures established in Sections 7.2 and 7.3 or 7.4, as appropriate, shall be followed as soon as practicable after the Provider has begun implementation of the Change Order."

Response: Apple accepts the provision with the following changes: "[**If in the sole judgment of the Project Manager**] **If both parties agree that** the modification in a Change Order is within the general scope of the Agreement or is otherwise necessary to achieve compliance with Maine or federal law or



regulation, [he or she may so inform the Provider in which event,] the Provider shall proceed forthwith to implement the Change Order without initial resort or recourse to the provisions of Sections 7.2 and 7.3 above. The procedures established in Sections 7.2 and 7.3 or 7.4, as appropriate, shall be followed as soon as practicable after the Provider has begun implementation of the Change Order."

Provision: Page A-12, Section 8. Dispute Resolution (decided by Agreement Administrator): "In the event of any dispute arising during the term of the Agreement concerning performance of the Agreement, either party shall serve notice of such dispute on the other party, and the dispute shall be decided by the Agreement Administrator who shall reduce his decision to writing and serve a copy on the Provider. The decision of the Agreement Administrator shall be final and conclusive. The Agreement Administrator's decision in the event of any written notice of dispute shall be final subject to the Provider's right to relief under applicable law."

Response: Apple takes exception to this provision and requests that it be deleted in its entirety. Apple responds with the following as it appears in the current agreement:

"8. DISPUTE RESOLUTION

8.1 Escalation Procedures

In the event of any dispute between the parties arising from or relating to this Agreement, the parties will attempt to resolve the dispute by using the following procedures:

8.1.1 Upon the request of either party, the Department's Agreement Administrator and the Provider's Project Manager will meet to discuss the dispute, will exchange any information that they mutually agree is relevant to the issue in dispute, and will use all reasonable efforts to resolve the dispute expeditiously and without the need for further proceedings.

8.1.2 If the Department's Agreement Administrator and the Provider's Project Manager fail to resolve the dispute within ten (10) days after the initial request that they meet to resolve the dispute in accordance with subsection (a) above, or mutually conclude in good faith that they are unlikely to resolve the dispute, then upon the request of either party, the Department's Project Manager and the Provider's Director of Operations (together referred to herein as the "senior managers") will meet and negotiate in good faith to resolve the dispute on an amicable basis.

8.1.3 If the designated senior managers fail to resolve the dispute within ten (10) days after the initial request that they meet to resolve the dispute in accordance with subsection (b) above, or mutually conclude in good faith that resolution through such negotiations does not appear likely, then the parties shall be free to pursue all available remedies at law or in equity.

8.2 Continued Performance

Notwithstanding the existence of any dispute between the parties or the fact that the dispute resolution procedures set forth above have been or may be invoked, each party will continue to perform its obligations under this Agreement unless and until this Agreement is terminated in accordance with the provisions hereof."

Provision: Page A-13, Section 10. Prime Provider Responsibility, Second paragraph (delivery of services and/or deliverables): "The Provider will assume responsibility for all services offered and accepted by



the Department and described in this Agreement whether or not the Provider is the Provider of said services. The State will consider the selected Provider to be the sole point of contact with regard to all Agreement matters, including billing, invoicing, delivery of services and/or deliverables, and completion of tasks. Bills and invoices for services shall be issued by and be payable to the Provider. The Provider will be responsible for the entire Agreement performance whether or not Subcontractors are used."

Response: Apple accepts this provision with the following clarification: "Regarding warranty of or service to third party products, to the extent that Apple offers products of other manufacturers or developers, those products may be accompanied by warranties from their manufacturers or developers that would enable the Purchasing Entity to obtain warranty and maintenance services for those products during the warranty periods. Apple will pass along to each Purchasing Entity any product warranties from such manufacturers or developers."

Provision: Page A-13, Section 10.1 Sub-Agreements, Fourth paragraph (indemnify and hold harmless the State against any claim, loss, damage, or liability against the State based upon the prior approval requirements of this Subsection 10.1): "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 or vendor which may result in litigation related in any way to this Agreement or which may affect the performance of duties under this Agreement. The requirement of prior approval of any sub-agreement under this Agreement shall not make the State a party to any sub-agreement or create any right, claim or interest in the subcontractor or proposed subcontractor against the State. The Provider agrees to defend (subject to the approval of the Attorney General) and indemnify and hold harmless the State against any claim, loss, damage, or liability against the State based upon the prior approval requirements of this Subsection 10.1. No sub-agreement or delegation shall relieve or discharge the Provider from any obligations or liability under this Agreement."

Response: Apple accepts this provision with the following changes: "The Provider shall give the State **[immediate] prompt** notice in writing of any legal action or suit filed[, **and prompt notice of any claim made**] against the Provider by any subcontractor or vendor which **[may] is [result in litigation]** related in any way to this Agreement or which may affect the performance of duties under this Agreement. The requirement of prior approval of any sub-agreement under this Agreement shall not make the State a party to any sub-agreement or create any right, claim or interest in the subcontractor or proposed subcontractor against the State **other than as may be created by law**. The Provider agrees to defend (subject to the approval of the Attorney General) and indemnify and hold harmless the State against any claim, loss, damage, or liability against the State based upon the prior approval requirements of this Subsection 10.1. No sub-agreement or delegation shall relieve or discharge the Provider from any obligations or liability under this Agreement."

Provision: Page A-14, Section 12. Warranty, Second paragraph (costs incurred): "Provider responsibility with respect to warranty shall be to correct deficiencies in any deliverables within a timely basis as defined by the State and replace incorrect or defective deliverables within one week of notification by the State of such deficiencies, or such longer period as may be necessary using all diligence and dispatch as agreed between the Provider and the State. If the Provider fails to repair a deficiency or defect within the warranty period, the State may, at its option, act to repair, and the Provider shall be required to reimburse the State for all costs incurred. Use of a subcontractor during the Agreement period does not release the Provider of any responsibility with regard to this Warranty."



Response: Apple accepts this provision with the following clarification: "With respect to warranty for Products, the Provider shall assist the customer in determining whether Apple-branded hardware or software is the cause of the problem. If the cause of the problem is Apple-branded hardware or software, then the Provider shall provide its standard warranty support per the terms of the hardware warranty. If the cause of the problem is non-Apple-branded hardware or software, then the Provider shall refer the customer to the appropriate third party vendor's warranty terms. With respect to warranty for Services provided by Apple, the terms and conditions of the attached Professional Services Agreement shall prevail."

Provision: Page A-14, Section 13.1 Minimum Insurance, Second bullet (endorsement "Changes in Business Auto and Truckers Coverage forms - Insured Contract): "Insurance Services Office (ISO) Business Auto Coverage covering Automobile Liability, code "1" "any auto" and endorsement "Changes in Business Auto and Truckers Coverage forms - Insured Contract";"

Response: Apple accepts this provision with the following change: "Insurance Services Office (ISO) Business Auto Coverage covering Automobile Liability, code "1" "any auto" **[and endorsement "Changes in Business Auto and Truckers Coverage forms - Insured Contract"];**"

Provision: Page A-15, Section 13.3 Certificates, First paragraph (only those endorsements, certified copies): "The Provider shall furnish to the State certificates of insurance, with (only) those endorsements effecting coverage required by these Insurance Requirements, evidencing that required insurance is in effect, for the policy amounts, and applicable policy numbers and expiration dates, within ten days of Agreement signing. 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. The State reserves the right to require complete, certified copies of all required insurance policies at any time."

Response: Apple accepts this provision with the following changes: "The Provider shall furnish to the State certificates of insurance, **[with (only) those endorsements effecting coverage required by these Insurance Requirements,]** evidencing that required insurance is in effect, for the policy amounts, and applicable policy numbers and expiration dates, **before commencement of work or no more than thirty (30) days [within ten days]** of Agreement signing. 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. **[The State reserves the right to require complete, certified copies of all required insurance policies at any time.]** Apple shall have the option to self-insure, as long as Apple maintains an audited net worth (Shareholder's Equity) of \$100,000,000.00."

Provision: Page A-15, Section 13.5 Liability Not Limited: "The provisions of this clause shall not be deemed to limit the liability or responsibility of the Provider or any of its subcontractors hereunder."

Response: Apple takes exception to this provision and responds with the following: "**The limits provided by Apple's standard insurance coverages [The provisions of this clause]** shall **[not]** be deemed to limit the liability or responsibility of the Provider or any of its subcontractors hereunder."



Provision: Pages A-15 and A-16, Section 14. Payment (within 30 workdays after receipt of invoice): "Payments are predicated upon successful completion and written approval by the State of the described deliverables as set forth in this Agreement comprising the task. Progress payments, based upon approved intermediate deliverable and/or service, will be allowable as specified in the final Agreement. Payments will be made to the Provider after written approval by the Project Manager. The State will make a reasonable effort to achieve Provider payments within 30 workdays after receipt of invoice."

Response: Apple takes exception to this provision. All pricing and payment terms will be as provided in the First Amendment to the MLTI Agreement.

Provision: Page A-16, Section 14.1 Invoices (on forms subject to approval of State): "Invoices for payment, submitted on forms subject to the approval of the State, shall be submitted to: *[The name and address will be provided in the final executed approved Agreement.]* Invoices shall contain sufficient detail to allow proper cost allocation among all participants. No invoices will be processed for payment until approved by the Project Manager."

Response: Apple accepts this provision with the following changes: "Invoices for payment, submitted on forms **[subject to the approval of the State,] that are Provider's or Lessor's standard forms** shall be submitted to: *[The name and address will be provided in the final executed approved Agreement.]* Invoices shall contain sufficient detail **[to allow proper cost allocation among all participants]**. **Payment terms for a cash transaction are Net 30 from date of invoice. Payment terms for a lease transaction will be set forth in the Master Lease Agreement.** No invoices will be processed for payment until approved by the Project Manager **such approval not to be unreasonably withheld.**"

Provision: Page A-16, Section 16. Inspection and Approval (all work required, by the Project Manager): "Final inspection and approval of all work required under the Agreement shall be performed by the Project Manager and other officials that the State of Maine may so designate."

Response: Apple accepts this provision with the following changes: "Final inspection and approval of **services rendered [all work required]** under the Agreement shall be **as per the mutually agreed to Statement of Work (SOW) [performed by the Project Manager and other officials that the State of Maine may so designate].**"

Provision: Pages A-17 and A-18, Section 22. Price Protection (comparable to or better than equivalent terms): "The Provider agrees all the prices, terms, warranties, and benefits granted by the Provider are comparable to or better than the equivalent terms being offered by the Provider to any present customer for comparable services. Except as otherwise provided herein, if the Provider shall, during the term of the Agreement, enter into arrangements with any other said customer providing greater benefits or more favorable terms for like services, the Provider shall be obligated to provide the same for the State of Maine. The Agreement will be amended to reflect any cost deduction."

Response: Apple takes exception to this provision and responds with the following: "The Provider agrees all the prices, terms, warranties, and benefits granted by the Provider are comparable to or better than the equivalent terms being offered by the Provider to a present end user customer for between 35,000 and 37,000 iBooks with the specifications outlined in Appendix D, and appurtenant services. Except as otherwise provided herein, if the Provider shall, during the term of



the Agreement, enter into arrangements with any other end user providing greater benefits or more favorable terms for the same products and services, the Provider shall be obligated to provide the same for the State of Maine. The Agreement will be amended to reflect any cost deduction on a prospective basis.”

Appendix A, Rider B - Payment and Other Provisions

Provision: Page A-20, Section 2. Invoices and Payments (payment based on delivery and completion): "The Department will pay the Provider as follows: The Department will pay the Provider as follows: regular payments based on deliverables successfully implemented, or the number of seats in service, starting with the first quarter of fiscal year 2006-07. Payment is based on delivery and completion of applicable, Department-approved Program Plan elements for each period; the final acceptance of equipment as described in Subsection 3.9.1.4 of the RFP (Implementation); substantial compliance with all service specifications in Section 3 (Scope of Work); and avoidance or satisfactory cure of any other deficiency that has or could trigger liability for liquidated damages.

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days. Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days."

Response: Apple takes exception to this provision and responds with the following: "All pricing and payment terms for Product leases in the Provider's response are contingent on the leases qualifying for income tax-free treatment under the Internal Revenue Code, as provided in the First Amendment of the MLTI Agreement, and upon the terms substantially similar to those found in the said First Amendment, now reading as follows:

"Hardware Purchase Component: All Device and Device Software provided to the Department pursuant to this Agreement will be purchased subject to the terms of the Master Lease Purchase Agreement. Payment for the devices following acceptance by the Department will be according to separate lease Schedules (as defined in the Master Lease Agreement).

Service Component: Payment for services and equipment provided by Apple, and third-party software not included in the Hardware Component will be made following acceptance by the Department, as described below, in accordance with an agreed upon payment schedule. Title to the equipment and third-party software shall transfer to the Department upon shipment, without any additional cost to the Department.

Payment is based on delivery and completion of applicable, Department-approved Project Plan elements for each period; the final acceptance of equipment as described in Subsection 3.9.1.4 of the RFP (Implementation); and substantial compliance with all service specifications in Section 3 of the RFP (Scope of Work).

The Department will process approved invoices within the timeframes established in Rider A, Part Two, paragraph 14."

Provision: Page A-23, Section 15. Termination: "The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such



termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly."

Response: Apple takes exception to this provision and responds with the following:

"Either party may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving 30 days written notice to the other party provided that, notwithstanding anything to the contrary in this agreement, any lease under this agreement may be terminated only in accordance with the terms of the instrument governing that lease provided, however, that nothing in this Agreement shall permit the State to terminate the lease of any Product under this Agreement other than in accordance with the terms of the applicable Master Lease Agreement and effective lease schedule."

Provision: Pages A-23 and A-24, Section 18. State Held Harmless: "If a third party brings a claim against the Department for bodily injury (including death) to persons or physical damage to tangible personal property or real property or for a violation or infringement of any copyright or trademark for which Provider is legally liable, Provider will defend the Department against such claim at its expense and pay all costs, damages and attorney's fees that a court finally awards or that are included in a settlement approved by Provider, provided that the Department: 1) promptly notifies Provider in writing of the claim; and 2) allows Provider to control, and cooperates with Provider in, the defense and any related settlement negotiations."

Response: Apple takes exception to this provision and requests that it be deleted in its entirety. Apple responds with the following as it appears in the current agreement: "If a third party brings a claim against the Department for bodily injury (including death) to persons or physical damage to tangible personal property or real property or for a violation or infringement of any **United States** copyright or trademark for which Provider is legally liable, Provider will defend the Department against such claim at its expense and pay all costs, damages and attorney's fees that a court finally awards or that are included in a settlement approved by Provider, provided that the Department: 1) promptly notifies Provider in writing of the claim; and 2) allows Provider to control, and cooperates with Provider in, the defense and any related settlement negotiations."

Provision: Pages A-24 and A-25, Section 22. Liability Insurance (surplus line, photocopied): "The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy."

Response: Apple takes exception to this provision and requests that it be deleted in its entirety. **Apple shall have the option to self-insure, as long as Apple maintains an audited net worth (Shareholder's Equity) of \$100,000,000.00."**



Provision: Page A-25, Section 23. Non Appropriation: "Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, 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."

Response: Apple takes exception to this provision and responds with the following: "Either party may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving 30 days written notice to the other party provided that, notwithstanding anything to the contrary in this agreement, any lease under this agreement may be terminated only in accordance with the terms of the instrument governing that lease provided, however, that nothing in this Agreement shall permit the State to terminate the lease of any Product under this Agreement other than in accordance with the terms of the applicable Master Lease Agreement and effective lease schedule."

Provision: Pages A-25 and A-26, Section 27. Set-Off Rights: "The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller."

Response: "The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller."

Notwithstanding the foregoing, nothing in this Agreement shall permit the State to withhold moneys due and payable upon individual lease schedules only in accordance with the provisions of the individual lease schedules."



Apple Master Lease Agreement (MLA)

Master Lease Purchase Agreement No. _____ dated as of _____, 2005
("Agreement"), by and between, Apple Computer, Inc., as "Lessor", and
_____, as "Lessee" with its principal address of _____.

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, 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. 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 Equipment for \$40.00 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 \$40 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.

As used herein, the term Net Proceeds of Sale means the cash price paid in connection with our sale of returned Equipment less: (a) all sales taxes and other taxes (excluding income taxes on or measure by our income) as may be applicable to the sale or transfer of such Equipment; and (b) all fees, costs, and expense of such sale incurred by or on behalf of us, including, without limitation, costs to re-acquire the Equipment, and costs to refurbish and market the Equipment for sale.

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 COMPUTER, INC.

LESSEE: _____

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

FED TAX ID#: _____



Apple Professional Services Agreement (PSA)

This Apple Professional Services Agreement ("Agreement") is made between Apple Computer, Inc., a California corporation located at 1 Infinite Loop, Cupertino, CA 95014 ("Apple") and:

Company Name ("Customer"): _____

Address: _____

City, ST, Zip: _____

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, 2006; 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 Computer, Inc.
Sales Contracts Management
1 Infinite Loop, M/S 38-2CM
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.

The duly authorized representatives of the parties execute this Agreement as of the dates set forth below.

Customer	Apple Computer, Inc.
SIGNATURE: _____	SIGNATURE: _____
PRINT NAME: _____	PRINT NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DEPT: Sales Contracts Management _____
	EFFECTIVE DATE: _____



**Exhibit A
Statement of Work (Sample)**

Apple Computer, Inc. ("Apple") and _____ ("Customer") have entered into an Apple Professional Services Agreement ("Agreement") as of _____, 20____. Apple and Customer agree that Apple will provide Services as described in this Statement of Work in accordance with the terms of the Agreement in effect at the time this Statement of Work is 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 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: 4 hours of instructional service	Example: A 4 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]
Total Fees and Expenses		\$ [Enter Amount]

B. Authorized Service Fees and Expenses (if any):

Enter \$ Amount authorized by Institution.

The duly authorized representatives of the parties execute this Statement of Work as of the dates set forth below.

Customer

Apple Computer, Inc.

SIGNATURE:

SIGNATURE:

PRINT NAME:

PRINT NAME:

TITLE:

TITLE:

DATE:

DEPT: Sales Contracts Management

EFFECTIVE DATE:



Software License Waiver Letter

Apple Computer, Inc.
1 Infinite Loop
Cupertino, CA 95014

Re: Solution Software Installation Agreement

Dear Apple Computer, Inc.:

Institution has requested that Apple install certain third-party software ("Software") that has been identified in writing or provided by Institution on computer equipment ordered by Institution for a one year period from the date executed below. This letter agreement confirms the terms under which Apple agrees to provide such Services ("Services").

1. Institution represents and warrants that Institution has the authority to authorize, and rights reasonably necessary to permit, Apple to install the Software, and to the extent lawfully permitted, Institution shall be responsible for any Apple loss or liability because of a breach of the foregoing warranty.
2. Institution agrees to the terms of all applicable Software user agreements, and Institution authorizes Apple to accept such terms on Institution's behalf.
3. Institution is fully responsible for providing any notices required under any Software user agreement.
4. To the extent lawfully permitted, the Services are provided by Apple "AS IS," without any warranty, express or implied. APPLE SHALL NOT BE RESPONSIBLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM THE SERVICES, even if advised of their possibility. Apple's total liability for the services shall not exceed \$50.00.
5. Executed this _____ day of _____, 20_____, by the undersigned, authorized to execute this letter agreement on behalf of Institution.

Institution: _____

By (print name): _____

Signature: _____

Title: _____

Please fax this completed form to 408 974-6499, make a copy for your records, then mail the original to:

Apple Computer, Inc.
Attention: Jon Porter
Mail Stop 35-3RD
1 Infinite Loop
Cupertino, CA 95014



Microsoft Agent Authorization Letter

Apple Computer, Inc.
1 Infinite Loop
Cupertino, CA 95014

Re: Microsoft Office Agent Authorization

Dear Apple Computer, Inc.:

The purpose of this letter is to clarify the procedures and responsibilities of Apple Computer, Inc. with respect to the duplication of recovery media containing Microsoft Office software for the Institution's computers.

Apple Computer, Inc. is authorized by Institution, under a Volume License Agreement between Institution and Microsoft, Inc. to produce a set of recovery media for each computer purchased from Apple. The media set will contain an image of the hard drive (including all system, utility and Microsoft Office software) as delivered, and will be used for the purpose of recovery from a loss of data due to corruption or malfunctioning of the hard drive.

Apple Computer, Inc. is acting as an agent of Institution under the terms of the Microsoft Volume License Agreement referenced below. Apple Computer, Inc. is responsible for the duplication of the hard drive's image onto a recovery media set. Apple will not place any Apple Computer logo or the name of Apple Computer, Inc. on the CD label, except as required for proper trademark identification. The media label will read as follows (check one):

- Recovery Media for Macintosh Computers Only - or -**
- Recovery Media for iMac (Flat Panel) Computers Only
- Recovery Media for eMac Computers Only
- Recovery Media for iBook Computers Only
- Recovery Media for PowerBook Computers Only
- Recovery Media for Power Mac Computers Only

Microsoft Volume License No. _____
(please attach a copy of your MS License Confirmation Notice)

Effective Dates: From _____ To _____

License Type (check one) Open Select School Campus

Contact Name _____ Contact Title _____

Contact Phone _____ Contact Email _____



Executed this _____ day of _____, 20_____, by the undersigned, authorized to execute this letter agreement on behalf of Institution.

Institution: _____

By (print name): _____

Signature: _____

Title: _____

Please fax this completed form to 408 974-6499, make a copy for your records, then mail the original form with a copy of your MS License Confirmation Notice to:

Apple Computer, Inc.
Attention: Susan Priore
Mail Stop 35-3RD
1 Infinite Loop
Cupertino, CA 95014



Confirmation of Sales and Use Tax Exemption



ANGUS S. KING, JR.
GOVERNOR

STATE OF MAINE
MAINE REVENUE SERVICES
(FORMERLY BUREAU OF TAXATION)
24 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0024

JANET E. WALDRON
COMMISSIONER OF
ADMINISTRATIVE & FINANCIAL SERVICES

ANTHONY J. NEVES
EXECUTIVE DIRECTOR AND
STATE TAX ASSESSOR

April 4, 2002

State of Maine Acting By and Through the
Department of Administrative and Financial Services,
74 State House Station
Augusta, Maine 04333-0074

Apple Computer, Inc.
28 State Street, 9th Floor
Boston, Massachusetts 02109

Re: State of Maine Agreement to Purchase Services with Apple Computer, Inc. dated December 27, 2001, including without limitation, the First Amendment to the State of Maine Agreement to Purchase Services between Apple Computer, Inc. and the State of Maine, Department of Education dated April 4, 2002 ("First Amendment") and the documents, Attachments and Exhibits incorporated by reference therein, and including the Master Lease Purchase Agreement dated as of April 4, 2002 attached as Exhibit A to the First Amendment and any Schedule related thereto (collectively, the "Agreement")

Dear Ladies and Gentlemen:

I have reviewed generally the Agreement to be entered into by the State of Maine and Apple Computer, Inc., including the Master Lease Purchase Agreement dated as of April 4, 2002. This letter will confirm my opinion that for purposes of Maine Sales and Use Tax Law, execution of the Agreement results in a sale, or lease in lieu of purchase that is treated as a sale. Any taxable service or tangible personal property with respect to which title has been transferred under the Agreement from Apple to the State would be exempt from sales tax pursuant to Title 36 M.R.S.A. §1760(2). Further, under the Agreement and the transactions and activities contemplated thereby, Apple would not be making a taxable use in Maine of the tangible personal property titled to the State, and would therefore not be subject to use tax with respect to that property.

Sincerely yours,

Anthony J. Neves
State Tax Assessor

Phone: (207) 287-6965 TDD: (207) 287-4477 Fax: (207) 287-3618 E-mail: anthony.j.neves@state.me.us



Section II – Executive Summary

Four years ago, the State of Maine and Apple embarked on a learning expedition together. No State had ever attempted an education technology initiative of such complexity and no company had ever provided the hardware and services in such scope. The path to success lay in developing an ongoing partnership beyond a typical commercial relationship.

Through this partnership, the Maine Learning Technology Initiative provides services to tens of thousands of students in more than 240 buildings across thousands of square miles. Bridging the digital divide, fueling student ambition, individualizing instruction, extending the learning day, increasing student achievement, meeting Maine's Learning Results, providing 21st century tools to teachers – any one of these endeavors comprises a tremendous effort in itself. In creating the Maine Learning Technology Initiative, the State of Maine committed to leveraging technology to help Maine's educators address each of these challenges.

Maine has committed itself to the future with vigor and depth with results that make it the envy of states across the nation and nations around the globe. It has been an honor for Apple to partner with Maine to set the course for education in the digital age.

In supporting this partnership over the past four years, Apple has:

- Provided 1,400 consecutive days of successful operation for the largest single deployment of mobile computing devices in the world.
- Installed, maintained and updated over 243 individual wireless networks with zero instances of significant network failure.
- Provided training to over 2,500 teachers, and provided ongoing professional development opportunities for all Maine teachers.
- Successfully backed up over 100 Terabytes of student and teacher data.
- Maintained more than ten thousand hours of required Period of Prime Usage consecutive server uptime.
- Received an approval rating of over 90% from technology coordinators around the state, with, in fact, higher scores from former PC schools.
- Had zero data loss and zero interruptions due to viruses or spyware.
- Delivered the most robust and integrated suite of multimedia applications available for education.
- Collaborated with the Department of Education and local school districts to accomplish all of the above for less than 83 cents a day.

While Apple is proud of our history with the Maine Learning Technology Initiative, our experience serves to reinforce the knowledge that we must remain committed to innovation and improving our efforts based upon what we have learned over the past four years. In this second generation of the Maine Learning Technology Initiative, we remain focused on ensuring an unmatched value proposition supporting the financial guidelines of the Essential Programs and Services model while aligning with the instructional outcomes of Maine's Learning Results.



A Proven Solution, from a Proven Partner

iBook – Innovative, Durable, and Proven

The iBook continues to be the most education-friendly all-in-one notebook on the market. Leveraging our experience in the education market, Apple has made several major enhancements to the design of the iBook over the past four years. We have incorporated a sudden-motion sensor that protects user data and hardware in the event of a drop or fall by automatically parking the hard drive in the case of accelerated movement. By replacing drive trays with slot loading optical drives, we have sought to minimize the potential for student damage. To support and improve our unparalleled multimedia applications, we have increased processor speed by over 250% to a 1.33Ghz G4 AltiVec processor and have quadrupled the amount of video RAM. And to promote peak iBook performance, we are doubling the standard RAM configuration, delivering 1GB of RAM. These improvements augment what is already the most proven laptop in education, while keeping the weight under five pounds – less than many textbooks.

Mac OS X – Innovative, Reliable, Secure

Running on the iBook is Mac OS X Tiger, Apple's UNIX-based operating system that provides the most stable and user-friendly experience available. Tiger incorporates over 200 new features, including a powerful search engine, sophisticated power management and a new VoiceOver spoken interface that brings new capabilities to the visually impaired.

Security is a critical consideration when selecting a computer platform, particularly in a statewide deployment with over 35,000 laptops. Over the past four years, Mac OS X has helped keep the computing experience of Maine's students and teachers free of system crashes, viruses and pop-up windows. Time-tested security protocols in Mac OS X will keep the MLTI running smoothly.

"As a PC tech, spyware and viruses are far and away the most time consuming issue I deal with. In my opinion, the Apple product has been completely resistant to viruses and spyware. This has saved me countless hours of repair and maintenance vs. the IBM/PC platform."

Sean Tennent, Tech Lead
MSAD #58, Kingfield, Maine

A Next-Generation Software Suite

When it comes to software tools for teaching and learning, we've packed the iBook with even more innovative applications than before. Every iBook comes with Apple's iLife '06 (iMovie HD, iPhoto, GarageBand, iDVD, and new iWeb), a highly integrated multimedia creation suite that equips teachers and students with innovative tools for collecting, manipulating, organizing and publishing their findings. Every MLTI iBook will also include iWork '06 (Keynote and Pages), PASCO DataStudio, AppleWorks, World Book Encyclopedia, NoteTaker, and a collection of powerful open source titles (NeoOffice, Journler, GRASS GIS, and GNU Image Manipulation Program). As a component of our collaboration solution, MLTI participants will also have access to StudyWiz, a virtual learning environment designed to make eLearning intuitive and practical for teachers, students, and parents. MLTI teachers and students will have an unparalleled suite of learning tools at their fingertips.



"MLTI would not have succeeded as it has without Apple Computer. Macintosh iBooks have just worked. Coupled with teacher training, Macs and OS X made short work of getting classrooms using computers as an integral part of the educational process. Our 7th and 8th grade teachers depend on their iBooks."

Glenn Eichel, Technology Coordinator
MSAD 50, Thomaston, Maine

Apple Wireless Networks – They Just work

Apple is proposing to upgrade all schools to Apple's 54Mb-capable wireless networking solution, AirPort Extreme, as well as expanding the reach of the middle school networks. While the current networks meet the needs of Maine middle schools, this enhancement will significantly increase network speed while ensuring connectivity for all existing iBooks deployed to date.

"The network installation was flawless! All our AirPorts are in operation and have been since Day One!"

David N. Trask, Technology Teacher/Director
Vassalboro Community School, Vassalboro, Maine

Robust Collaboration and Communication Environment

Apple is pleased to offer a true enterprise level back-up, email, teacher collaboration, classroom management, curriculum management, testing, and parental-access tool designed specifically for the unique requirements of MLTI. We have built our next-generation solution on the new Apple Instructional Management Solution that goes beyond collaboration by automating and managing instructional workflow. This new platform will be hosted in a professionally maintained Network Operations Center and managed and administered by our project team. The Apple Instructional Management Solution will bring unparalleled new opportunities to all MLTI teachers and learners, and for the first time, to parents as well.

"The iBooks and the wireless network have created an environment of collaboration between students and teachers and have improved communication. Students have become better problem solvers, researchers and producers of quality products."

John Martin, Technology Coordinator
Harrison Middle School, Yarmouth, Maine

Professional Development Focused on Integration

Apple understands the critical role of training teachers to leverage any investment made in technology. We agree with the Department of Education that this training must be ongoing, constantly evolving and embedded within other professional development opportunities. Therefore Apple is solidifying our



commitment to the Department by proposing to train all MLTI teachers through a tiered approach with on-going professional development delivered by Apple-certified trainers in a face-to-face model. This approach is designed to provide every teacher the *right* level of training for his or her individual needs.

Maine middle school teachers have built significant professional development equity over the past four years, using the iBook as a teaching and learning tool for daily instruction. As Maine takes MLTI to the next level, Apple is in the unique position to build on this training equity to focus our professional development not just on basic skills and functionality, rather on curriculum integration strategies, advanced tools for teaching and learning, and technology leadership.

In addition to teacher training, Apple will deliver a 2-day MLTI Principal Leadership Class in the first year to every participating middle school principal, focusing on leadership skills and strategies to support successful implementation in each middle school. All teachers and administrators will have access to the Apple Digital School Community, a web-based, interactive site focused on helping educators maximize student achievement in technology rich environments, and to the Learning Center, a QuickTime video-based tutorial solution for learning tips and tricks about Mac OS X, iLife, iWork and more.

"Teacher training and overall support have been outstanding. Apple has clearly demonstrated that it stands behind its products."

Larry Littlefield, Superintendent of Schools
Kittery School Department, Kittery, Maine

Partnering with Higher Education to Extend MLTI's Reach

Apple is expanding our partnership with the University of Maine's College of Education and Human Development. Today, the College requires that students enrolled in teacher certification programs have an Apple laptop computer and specific software. These students will graduate fully acclimated to an environment that blends technology and instruction. The University is clearly meeting the challenge of preparing our future teachers.

As a next step in bringing K12 schools and the university system together, Apple is partnering with the University of Maine to create an iTunes U portal, bringing content and materials from the university classroom to middle school teachers via the Internet. This technology is the standard for distributing audio and video content and provides a platform capable of expanding continuing education by removing the issues of time and distance from the availability of college instruction. This initiative will promote the sharing of middle school teacher developed content with other teachers throughout the state.

Project Management ... The People That Make It All Work

It is people and teamwork that make the real difference and ultimately determine the success of such a sweeping initiative. Over the past several years, Apple has steadily expanded its team in Maine and now manages projects throughout the Northeast from our offices at the Pineland Campus in New Gloucester, Maine.

Further, Apple has shifted its repair and maintenance facility from Tennessee to Westbrook, Maine in order to provide better, local service for this project and others throughout the region. These efforts have been helpful to Apple, the State of Maine and the schools and educators of this state. However, Apple is committed to going further.



Over the past four years, more than twenty people have been brought on board in Maine to support the Maine Learning Technology Initiative, and Apple intends to further increase the size of our project team in order to improve our service to the State. Together, Apple's team offers the most experience, knowledge and qualifications in the industry.

"In four short years, the MLTI and Apple Education have helped educators and students embrace a powerful new tool and supported its implementation statewide with time, staff development, and public as well as private resources. As a result of this unprecedented level of support, I believe something truly transformative is taking place."

Chris Toy, Principal (ret.)
Freeport Middle School, Freeport, Maine

Cost summary

Apple is pleased to submit a comprehensive solution at \$289 per seat per year. This price is substantially lower than the stated bid ceiling.

Conclusion

Thank you for leading this partnership on a path of innovation and achievement over these past four years. Apple has a shared vision of where Maine is taking the MLTI, and our response exceeds your defined requirements. Apple has the financial stability and hands-on MLTI experience to champion Maine as it continues to be the national showcase for technology integration. It's great to be blazing the trail, and all of us at Apple look forward to the opportunity of working with the State of Maine for many years to come.



Section III – Technical Services Proposal

3.1 Overview

Apple has reviewed and understands the information presented in Section 3.1 of the RFP.

3.2 Participation by Schools

Apple has reviewed and understands the information presented in Section 3.2 of the RFP.

3.3 Personal Computing Device and Software Applications

“Apple’s iBook and the included creative applications have given the middle school students and teachers of Maine the tool that they need to not only explore the world around them, but this has been the tool to truly explore each and every student’s (and teacher’s) unique interests and unique learning style.”

**Rick Barter, Technology Educator
Conners Emerson School**

3.3.1 Device Quantities

Apple has reviewed and understands the information presented in Section 3.3.1 of the RFP.

3.3.2 Device Requirements

Item #	RFP Requirement	Apple’s Response
3.3.2.1	Device Connectivity	
	The device will be able to connect to the wireless network and also be able to also access the school’s pre-existing local network, and the Internet, either directly through MSLN or the local ISP, both 1) wirelessly and wired (Ethernet) within the school, and 2) via dial-up, wired, or wireless broadband from home or other area outside the school. The bidder must describe its connectivity solution in detail in Section 3.4, Network Connectivity and Infrastructure.	Apple’s proposed solution complies with this requirement. The iBook G4 now comes with built-in AirPort Extreme wireless networking. Based on the IEEE 802.11g wireless standard (Wi-Fi Certified for 802.11g and 802.11b interoperability), AirPort Extreme delivers data at speeds up to 54Mbps, and it supports both Mac and Windows networks at school or at home. The iBook G4 also has an integrated modem (56K V.92, RJ-11 connector) and Ethernet port (10/100BASE-T, RJ-45 connector) for times when wired connectivity is the way to go (at home with cable modems, DSL, or telephone lines). And the included Bluetooth 2.0+EDR module allows schools to connect wirelessly to a wide range of peripheral devices such as wireless keyboards or mice.



Item #	RFP Requirement	Apple's Response
		<p><i>"The iBooks have integrated very nicely into our multi-OS network."</i></p> <p>David N. Trask, Technology Teacher/Director Vassalboro Community School</p>
3.3.2.2	Device Portability	
	<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>Apple's proposed solution complies with this requirement.</p> <p>At 4.9 pounds, iBook measures just 11.2 inches wide by 9.1 inches deep by 1.35 inches thin, about the size of a textbook. It's one of the most lightweight and compact laptops on the market and is well suited for student backpacks. Maine students already know that the iBook delivers the perfect balance between size and weight.</p> <p>Included with each iBook is a sturdy and lightweight carrying case.</p>
3.3.2.3	Device Durability	
	<p>The portable computing device must be highly durable and withstand reasonable and normal daily use by 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>Apple's proposed solution complies with this requirement.</p> <p>The iBook G4 is designed to withstand the wear and tear of student usage in a mobile learning environment. The sleek cover is ultra tough, with a unique enclosure that includes no sharp edges or corners that can catch on backpacks. Additionally, the I/O ports have no protruding parts or doors that can accidentally break off. The iBook G4 slot-loading Combo drive eliminates the risk of broken trays.</p> <p>Inside each iBook G4 is a magnesium frame that provides superior strength and added protection against everyday bumps and jolts. The iBook G4 is also built to withstand reasonable shock to the hard drive with energy absorbing rubber mounts. Every iBook G4 is equipped with Apple's Sudden Motion Sensor to help protect student data. In the event of a drop or fall, the Sudden Motion Sensor instantly parks the hard drive heads so they won't scratch the disks on impact, lessening the risk of damage or data loss.</p>



Item #	RFP Requirement	Apple's Response
		<p><i>"I once had a blinded animosity to Apple/Mac (as many Microsoft users do/did). Once I realized what the Apple could do (right out of the box!) I was amazed."</i></p> <p>Dana Morrison, Technology Coordinator East Grand School</p>
3.3.2.4	Device Power	<p>The portable computing device will have a battery(s) 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, replacement costs, 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>Each iBook comes with a power adapter that can be used to recharge the iBook from a standard electrical plug. Charging can occur either at home or in the classroom.</p> <p>Recharge Time When the system is in sleep mode or shut down, the battery takes up to four hours to charge from a fully discharged state. When the iBook is in use, the battery charges fully in approximately six hours from a fully discharged state.</p> <p>Battery Life In February through March 2002, Apple and the State of Maine conducted a power management survey with the iBooks in the MLTI project. During that study the iBook was proved to be a device that could last throughout a normal school day based upon real world student usage in 9 schools. The iBook's lithium ion battery can provide up to 6 hours of battery life on a single charge under certain use conditions.</p> <p>Please note battery life depends on many environmental variables, included but not limited to, room temperature, storage location before laptop's use, type of activity for which the device is being used, if or for how long the laptop was charged before use.</p> <p>AC Adapter Features and Electrical Load Colored LED lights show battery charging status. An amber ring indicates that your battery is recharging, while a green ring tells you that you have a full charge. The 65W adapter also includes retractable hooks that let you wrap the DC cord for neater storage. It also includes a separate AC cord that lets you plug into an outlet several feet away.</p> <p>Instant Battery Status iBook users can tell at a glance whether the computer's battery is fully charged. Four LED's on the</p>



Item #	RFP Requirement	Apple's Response
		bottom of the battery indicate the battery charge level in one-quarter increments. A simple press of the button next to the LED's shows the amount of charge. Furthermore, while charging these LED's glow continuously, showing the percentage charged.
3.3.2.5	Keyboard	
	The portable computing device will have an appropriately sized keyboard, 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 of sufficient size for students and teachers to be able to do their work effectively without discomfort	Apple's proposed solution complies with this requirement. iBook has a built-in full-size keyboard with 77 keys, including 12 function keys, 4 arrow keys (inverted "T" arrangement) and embedded numeric keypad. Apple has integrated brightness, volume, and mute controls into the F1 thru F6 function keys and the Number Lock key so users can access those features with a single click.
3.3.2.6	Screen	
	The portable computing device will have a color screen of sufficient size with good resolution. A touchscreen may be desirable to supplement a keyboard. While the Department will not mandate a screen size, one of approximately 10 to 12 inches is desirable. In general, the higher the resolution the better. The Provider should keep in mind portability, size, and weight.	Apple's proposed solution complies with this requirement. iBook offers a brilliant 12.1" active matrix display, with 1024 by 768 pixel resolution — ideal for displaying everything from 3D geometry figures to topographical maps to documentary movies and digital pictures in millions of colors. What's more, the iBook display scales down beautifully, again with millions of colors, for special applications optimized for 800 by 600 or 640 by 480 pixel resolutions. The iBook comes powered by an ATI Radeon 9550 graphics processor with 32MB of dedicated video memory and AGP 4x support for dazzling 3D graphics that bring multimedia projects created in iLife '06 to life.
3.3.2.7	Mouse Function	
	The portable computing device will have a pointing device/capability that provides mouse functions and is easy to use.	Apple's proposed solution complies with this requirement. The solid-state trackpad provides precise cursor control that supports tap, double-tap, and drag capabilities. The new iBook trackpad also includes two finger scrolling which will allow teachers and students to quickly navigate through long documents.



Item #	RFP Requirement	Apple's Response
3.3.2.8	Audio	
	The portable computing device will have built-in audio capabilities, including an audio-out capability, that can be used within the classroom setting such that it is not disruptive to others. It should also include built-in audio-in.	Apple's proposed solution complies with this requirement. Every iBook has 16-bit integrated audio, built-in stereo speakers, a 16-bit CD-quality stereo headphone jack, built-in omni-directional microphone, and support for external USB audio devices such as microphones and speakers.
3.3.2.9	Size	
	The portable computing device will fit on school desks in use in Maine and be easily carried by an adolescent-aged student.	Apple's proposed solution complies with this requirement. iBook measures just 11.2 inches wide by 9.1 inches deep by 1.35 inches thin, about the dimensions of a textbook. <hr/> <p><i>"The iBook's compact size (compared to PC laptops) creates a footprint that fits in a tight classroom and they are easily mobile"</i></p> <p>Peter Mullen, Technology Educator Windham Middle School</p>
3.3.2.10	Ports	
	The device may have additional ports but must have at least one integrated USB port and one integrated IEEE 1394 port for attachment of external devices. In addition, the device should be capable of connecting to standard video output devices such as digital projectors or television sets.	Apple's proposed solution complies with this requirement. The iBook features two 480 Mbps USB 2.0 ports, and one FireWire port at up to 400 Mbps. The FireWire port is a six-pin port, which allows students to use devices such as external hard drives without needing to plug the device into AC power. The power for the external device comes from the FireWire port. Additionally, student data can be transferred from their machine to a loaner quickly and easily using a FireWire cable and Target Disk Mode. The iBook is equipped with VGA video output for video mirroring on an external display or projector (24 bit color) with the Apple VGA Display Adapter. The iBook also supports S-video and composite video output to TV or projector with the Apple Video Adapter. Video mirroring allows the user to display the image on their computer screen, on to another



Item #	RFP Requirement	Apple's Response
		monitor, projector or TV. Apple's solution includes one Apple VGA Display Adapter and one Apple Video Adapter for every 5 iBooks.
3.3.2.11 Boot Time		
	A device that starts and is ready for use quickly is highly desirable. The bidder must specify the boot/start time for its device	Apple's proposed solution complies with this requirement. In a typical usage model, teachers and students will be putting their iBook to sleep when not in use. Running Mac OS X, the wake up time for the iBook is one to five seconds. From a cold start up, depending on configuration and settings, boot time averages 1.5 to 2.5 minutes.
3.3.2.12 Upgrades		
	Upgrades to the portable computing device during the term of the contract will be done within the per seat cost at a time that does not impact teaching and learning.	Apple's proposed solution complies with this requirement. Apple's complete solution is defined within this response and included in the enclosed per seat cost. <hr/> <i>"Apple's support to maintain the hardware as well as to train in-house technicians and provide current software bundles with each year's acquisition of laptops has been educationally exciting and professionally stimulating."</i> Don Siviski, Superintendent MSAD #16
3.3.2.13 Ergonomics		
	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.	Apple's proposed solution complies with this requirement. Ergonomics is the science of designing environments that allow people and products to interact efficiently and safely. Apple was an active participant in early ergonomics research, funding many well-respected individuals and institutions to better understand the science of ergonomics and product ergonomic interactions.



Item #	RFP Requirement	Apple's Response
		<p>The iBook incorporates ergonomic design features such as:</p> <ul style="list-style-type: none">• Large, comfortable palm rests.• Trackpad and mouse button centered L-R on palm rests.• Trackpad that supports tap, double-tap, and drag capabilities.• Low profile palm rests that rise less than one inch above the desk.• Wide viewing angle of display, useful in a group-learning environment where multiple students will need to see the display while seated around the iBook. <p>For more information on Apple's policies and recommendations, please visit: www.apple.com/about/ergonomics/</p>
3.3.2.14	Accessibility	<p>Apple's Commitment to All Learners</p> <p>In a time when we find our student populations becoming increasingly diverse and learning strengths and needs more apparent, Apple provides 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 the operating system features that extend the usability of the system for a diverse range of users. With the newest version of Mac OS X, Tiger, Apple increases this usability and provides schools with an amazingly effective tool, which is extremely cost-effective.</p> <p>Apple's Inclusive Education Solution</p> <p>Apple's inclusive educational solutions provide learning opportunities for everyone in the classroom, regardless of individual learning differences. The individual elements of Apple's inclusive educational solutions all 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.</p>



Item #	RFP Requirement	Apple's Response
	<p>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>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>	<p>At the heart of Apple's inclusive educational solutions is Mac OS X, the easy to use operating system that enables all students to access content for learning and to become producers of knowledge regardless of their abilities. Mac 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.</p> <p>With Apple educational solutions, schools get:</p> <ul style="list-style-type: none">• Built-in accessibility features• Built-in applications that enhance accessibility• Built-in media-rich tools and applications for creative expression• Access to assistive technology products from other vendors, designed to integrate seamlessly with Mac OS X• An easy-to-use, consistent, and reliable solution that fits seamlessly into existing computing infrastructures and budgets• A partner in education who liaisons with other industry leaders to meet the needs of schools <p>Accessibility Features in Mac OS X</p> <p>Mac OS X includes many features designed to provide accessibility to users with disabilities. Apple has integrated these "Universal Access" features into the operating system so they can be used in conjunction with a variety of applications, not just the Finder. A Universal Access control panel is provided in Mac OS X to make specific accessibility features easy to locate, and provide a means to activate and adapt them to meet each user's requirements. Mac OS X not only provides built-in solutions, but also enables third parties to develop and deliver additional hardware and software accessibility solutions to meet the unique needs of specific users.</p> <p><u>For those with vision disabilities:</u></p> <ul style="list-style-type: none">• VoiceOver – A fully integrated, built-in screen reader technology provides access to the Macintosh through speech, audible cues, and keyboard navigation. VoiceOver provides an unprecedented level of built-in accessibility for students with visual or learning disabilities.



Item #	RFP Requirement	Apple's Response
		<ul style="list-style-type: none">• Screen Magnification – 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. Dynamic media such as QuickTime video continues to play at full frame rate even at large magnifications. There are also additional options to set minimum and maximum zoom levels—up to 20x normal size.• Display Adjustment – Flexible display adjustments provide users with visually appealing options such as grayscale, monochrome, or high-contrast video display.• Text-to-Speech Synthesis – Speaks highlighted text as well as text in dialogs and alert messages. Provides a form of alternative communication when used in conjunction with TextEdit.• Speech recognition – Allows a user to command and control the computer using their voice without requiring the user to train the computer or learn their voice.• View and Magnification Options – Increase icon and text size and magnify items in the Dock.• Scalable Cursor – Easily increase the size of the mouse cursor. Cursor scaling works together with other screen magnification technologies in Mac OS X. <p><u>For those with hearing disabilities:</u></p> <ul style="list-style-type: none">• Flash Screen – Flashing screen indicates an alert sound.• Sound Preferences – 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.



Item #	RFP Requirement	Apple's Response
		<p data-bbox="808 310 1357 338"><u>For those with physical/motor skill disabilities:</u></p> <ul data-bbox="808 359 1433 1503" style="list-style-type: none"><li data-bbox="808 359 1433 548">• Sticky Keys – 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.<li data-bbox="808 569 1433 695">• Slow Keys – Creates a delay between when a key is pressed and when it is accepted, to accommodate users who press wrong keys accidentally and often.<li data-bbox="808 716 1433 957">• Key repeat – 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.<li data-bbox="808 978 1433 1041">• Mouse keys – Perform mouse functions with the numerical keypad.<li data-bbox="808 1062 1433 1209">• Keyboard navigation – Manipulate the user interface using the keyboard only. Keyboard shortcuts can be created or modified for any keyboard shortcut. Shortcuts can be used system wide or assigned to individual applications.<li data-bbox="808 1230 1433 1356">• Speech recognition – Allows a user to command and control the computer using their voice without requiring the user to train the computer or learn their voice.<li data-bbox="808 1377 1433 1503">• Text-to-Speech Synthesis – Speaks highlighted text as well as text in dialogs and alert messages. Provides a form of alternative communication when used in conjunction with TextEdit. <p data-bbox="808 1535 1357 1562"><u>For those with literacy or learning disabilities:</u></p> <ul data-bbox="808 1583 1433 1877" style="list-style-type: none"><li data-bbox="808 1583 1433 1709">• Text-to-Speech Synthesis – Speaks highlighted text as well as text in dialogs and alert messages. Provides a form of alternative communication when used in conjunction with TextEdit.<li data-bbox="808 1730 1433 1877">• Text-to-speech and TextEdit – By combining these two technologies, you can have the computer speak an entire document or selected text. This is incredibly powerful for emerging readers and writers.



Item #	RFP Requirement	Apple's Response
		<ul style="list-style-type: none">• Talking Alerts – The computer will read aloud the alert messages. <p><u>For those with language or communication disabilities:</u></p> <ul style="list-style-type: none">• Text-to-Speech Synthesis – Speaks highlighted text as well as text in dialogs and alert messages. Provides a form of alternative communication when used in conjunction with TextEdit.• Text-to-Speech and TextEdit – By combining these two technologies, you can have the computer speak an entire document or selected text. This is incredibly powerful for emerging readers and writers. <p>Applications That Enhance Accessibility</p> <p>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> <ul style="list-style-type: none">• QuickTime text track – 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.• Dictionary – Students now have just-in-time access to the New Oxford American Dictionary & 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!• Calculator – 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 conversions and paper tape.• TextEdit – This versatile word processing application is built into Mac OS X. Students can proof their work by listening to text read aloud and leverage the word completion feature to quickly locate appropriate entries.



Item #	RFP Requirement	Apple's Response
		<ul style="list-style-type: none">• iChat AV – This multi-modal application encourages students to communicate in a variety of formats. Whether they are using the text chat feature with built-in spell check and work completion or simply engaging in an audio chat, students can quickly and easily contact content experts, teachers, and classmates. The built-in spell check streamlines collaborative communication for students with learning or cognitive disabilities. Combined with an iSight camera* enables three-way text, audio and video chat. iChat AV is the first desktop computer video conferencing solution with performance and clarity good enough for students to communicate using sign language over the Internet. This represents a big step in learning through technology for students who are deaf. *Additional purchase is required.• iCal – Teachers can provide students and parents easy access to assignments and events with associated timelines. <p>Creative Expression Tools and Applications</p> <p>Apple believes that today's digital learners need a different set of tools to be successful and engaged in learning. At the same time, all students – particularly those with learning differences – need tools that will allow them to express themselves in creative, flexible ways and in the modality that best meets their needs. We find students who are deaf collaborating through iChat AV; 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> <ul style="list-style-type: none">• iLife '06 – The multi-sensory software suite included with every MLTI iBook for creating, organizing, viewing, manipulating and presenting digital content. iLife applications, together with tools such as iChat AV, iPod and iSight cameras, offer new and multiple pathways to learning that take into consideration different backgrounds, learning styles, abilities and disabilities.• iTunes – With iTunes, students can easily browse, organize, and play audio and video content. Subscribing to educational podcasts is a snap.



Item #	RFP Requirement	Apple's Response
		<ul style="list-style-type: none">• iPhoto – 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.• iMovie HD – 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 project-based learning.• iDVD – Create a digital portfolio DVD to document student achievement in regards to Individual Education Plan (IEP) goals.• GarageBand – The easy way to record audio samples on a Macintosh. GarageBand provides access to music composition and now includes seamless podcasting capabilities. With GarageBand students can create voice recordings to document progress over time.• iWeb – Students can design, create and maintain their own digital portfolio online. iWeb's integration with the other iLife applications allows teachers and students to easily publish podcasts, photos, movies and more. <p>Conclusion</p> <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> <hr/> <p><i>“Watching students help each other in the classroom is great, especially when the ease of using the iBook makes it possible for some of our special ed students to be successful and able to assist their peers.”</i></p> <p>Lisa Foster, Teacher Leader Gardiner Area Middle School</p>



Item #	RFP Requirement	Apple's Response
		For a summary chart of Mac OS X accessibility features and information on third-party assistive technology solutions for the Mac platform, please refer to Additional Appendices 3, 4, and 5.
3.3.2.15	Disposal	
	The Provider will ensure that no devices or materials supplied by it are disposed of improperly in Maine. 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, nickel cadmium batteries, and mercury-containing lamps for screen illumination.	Apple's proposed solution complies with this requirement.



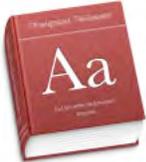
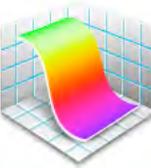
3.3.3 Software and Function

Item #	RFP Requirement	Apple's Response
3.3.3.1	Applications	<p>Apple's proposed solution complies with this requirement.</p> <p>MLTI iBooks will come with an advanced, integrated set of productivity and multimedia applications, empowering teachers and students with the most proven and innovative tools for teaching and learning. Beyond simple productivity applications, Apple is delivering a collection of learning tools that equip teachers with powerful presentation, publishing, and communication applications, and equipping students with the most creative tools for acquiring, organizing, and displaying their knowledge.</p> <hr/> <p><i>"The best testament to Apple's partnership in the MLTI project is the degree that our teachers have integrated iBooks into their daily learning process. For most of our teachers, computers are used seamlessly. Teachers are creating new and exciting ways to facilitate learning in one-to-one classrooms."</i></p> <p>Glenn Eichel, Technology Coordinator MSAD 50</p>
	Writing (e.g., word processing, journaling, email, etc.)	 <p>Pages 2, from Apple Create documents with incredible sense of style. Pages 2 makes you look even better in print. Start with a new Apple-designed template, edit text with enhanced word processing features, add a 3D chart or spreadsheet-style table, and perfect your pictures with new image editing tools.</p>  <p>AppleWorks, from Apple Designed for schools, AppleWorks integrates six core capabilities — word processing, page layout, painting, spreadsheet, database, and presentations. But AppleWorks is more than a productivity tool. It's a</p>



Item #	RFP Requirement	Apple's Response
		<p>classroom tool, providing the building blocks educators need to create multimedia curricula and the resources students need to collaborate and express their ideas effectively — skills they will need in the real world.</p>
		 <p>NoteTaker, from AquaMinds NoteTaker is a powerful desktop application for creating, publishing and sharing media rich, multi-page notebooks.</p>
		 <p>NeoOffice (freeware) NeoOffice is a full-featured office productivity suite including word processing, spreadsheet, presentation, vector drawing, database, and macro functionality. It can be used as a free alternative to Microsoft Office for Mac. You can exchange documents with Microsoft Office and OpenOffice.org users, even on other platforms.</p>
		 <p>Mail, from Apple Take control of your correspondence with Mac OS X Tiger Mail 2, now featuring Spotlight search technology. Find email instantly and accurately, organize messages using Smart Folders and share, save or view emailed images easily.</p>
		 <p>Journler (freeware) Journler is a daily notebook. The program provides an elegant, powerful outlet for your thoughts. Not only does Journler give your thoughts a place where you can find and bind them as needed, Journler helps you connect those thoughts with the source of their inspiration. By combining a richness of text and media technology, Journler allows you to add writing to your digital life without losing sight of other media.</p>



Item #	RFP Requirement	Apple's Response
		 <p>Dictionary & Thesaurus, in Mac OS X What's in a word? Mac OS X includes a new built-in dictionary and thesaurus application so you'll never be at a loss for words again. You'll have full access to both the New Oxford American Dictionary (2nd Edition) and the Oxford American Writers Thesaurus (1st Edition).</p>
	<p>Data analysis (e.g., spreadsheet, graphing and charting, GIS, etc.)</p>	 <p>PASCO DataStudio, by PASCO Scientific DataStudio is PASCO's powerful, award-winning data collection and analysis software. It can be used with all PASPORT and ScienceWorkshop sensors and interfaces. And it's flexible enough to fit in at the elementary, middle school, high school, and college/university grade levels for all sciences. Allows students to view the data they collect, analyze results, compare relationships, and present conclusions.</p>  <p>GRASS GIS (freeware) GRASS GIS, is a Geographic Information System (GIS) used for data management, image processing, graphics production, spatial modeling, and visualization of many types of data.</p>  <p>Grapher, from Apple Included in Mac OS X, Grapher is a graphing calculator with a 2D and 3D plotting tool and a rich equation editor that exports to many file formats (including QuickTime).</p> <p>NeoOffice – see above.</p>



Item #	RFP Requirement	Apple's Response
	<p>Presentations and publishing (e.g., slide shows, web authoring, etc.)</p>	<p> <i>iWork in the Classroom, from Apple</i> This exciting software suite makes it easy for students and teachers to create, present, and publish their work with style. iWork '06 provides two new powerful tools for the classroom—Keynote 3 and Pages 2.</p> <p> <i>Keynote 3, from Apple</i> Apple's simple-to-use, cinema-quality presentation software—students can create stunning presentations to share their work.</p> <p> <i>Pages 2, from Apple</i> Apple's new streamlined word processor—students can choose from a collection of pre-designed templates to readily produce professional-looking newsletters, complex research reports, and more.</p> <p> <i>iWeb, from Apple</i> iWeb makes it easy for students to make terrific-looking websites and blogs that can include movies created with iMovie HD, podcasts created with GarageBand, images from their iPhoto library, and more. They can then instantly publish their websites on the Internet. Students can use websites produced with iWeb to showcase their documentary films, to display their artwork, or to report on school events. Teachers can use iWeb websites to share class projects with students' families and with the school community.</p> <p><i>NeoOffice</i> – see above.</p> <p><i>NoteTaker</i> – see above.</p>

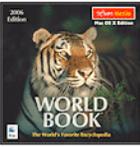


Item #	RFP Requirement	Apple's Response
	Multimedia creation (e.g., manipulation of digital images, audio, video, etc.)	<p data-bbox="781 323 935 478"></p> <p data-bbox="967 306 1435 506"><i>iLife '06, from Apple</i> Bring the sights and sounds that excite and inspire your students into the classroom effortlessly with iLife '06—a highly integrated software suite that comes on every new Mac.</p> <p data-bbox="781 548 935 703"></p> <p data-bbox="967 537 1435 863"><i>iMovie HD, from Apple</i> With iMovie HD, students can easily create movie projects that include digital video, photos, and music, as well as narration and text. Students can use iMovie HD to create video science reports, their own short films, or documentaries about current events. Teachers can use iMovie HD to share best practices with their peers.</p> <p data-bbox="781 905 935 1060"></p> <p data-bbox="967 894 1435 1188"><i>iPhoto, from Apple</i> iPhoto makes it easy to download, organize, edit, and share digital photos. Students can create field trip slideshows, web pages with photos of their artwork, photo books, calendars, greeting cards, and more. They can also store and organize photos for use in their digital movies.</p> <p data-bbox="781 1230 935 1386"></p> <p data-bbox="967 1220 1435 1545"><i>iDVD, from Apple</i> With iDVD, students can readily produce impressive DVDs to store and share their digital projects, document their learning, or present a class movie, complete with menus and chapters. And because DVD discs hold so much information, teachers can store several digital media projects on one DVD.</p> <p data-bbox="781 1587 935 1743"></p> <p data-bbox="967 1577 1435 1871"><i>GarageBand, from Apple</i> Now students can perform, record, and create their own music and other audio. They can easily create original music by combining a series of pre-recorded musical performances. Or, they can plug in a guitar, keyboard, or microphone and record their own music. Students can also use</p>



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		<p>GarageBand to record podcasts and then add images, jingles, and special effects. They can use their GarageBand compositions as soundtracks for their slideshows, movies, and DVD projects and publish their podcasts on web pages with iWeb.</p> <p><i>iWeb, from Apple</i> – see above.</p> <p><i>iLife lesson plans</i> View over 100 educator-created lesson plans for all grade levels and subject areas, and see how teachers are using iLife to engage students and increase achievement. www.apple.com/education/ilife</p> <p> <i>iTunes, from Apple</i> The ubiquitous Apple jukebox is the perfect tool for organizing and managing your digital audio files. From music to podcasts, audio books to dictation, iTunes integrates fully into the other iLife '06 applications.</p> <p> <i>GNU Image Manipulation Program (freeware)</i> The GNU Image Manipulation Program (GIMP) can be used to process digital graphics and photographs. Typical uses include creating graphics and logos, resizing and cropping photos, changing colors, combining images using a layer paradigm, removing unwanted image features, and converting between different image formats. The GIMP can also be used to create simple animated images.</p>
	<p>Information management (e.g., database, concept mapping, etc.)</p>	<p><i>AppleWorks, from Apple</i> – see above. <i>NoteTaker, from AquaMinds</i> – see above.</p>



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	<p>Research (e.g., Internet browsing with the ability to access and utilize multimedia and interactive content like streaming audio/video, javascripting, java applets, flash/shockwave, etc)</p>	<p data-bbox="784 317 924 464"></p> <p data-bbox="967 306 1268 369">World Book Encyclopedia from World Book</p> <p data-bbox="967 380 1422 663">World Book's deluxe multimedia encyclopedia has every article from our print edition--plus thousands more--as well as more than 9,400 illustrations, 1,200 maps, two hours of video and animations, over 700 CD-quality sounds, and a high-performance search engine, all in one great package.</p> <p data-bbox="784 705 924 863"></p> <p data-bbox="967 695 1192 730">Safari, from Apple</p> <p data-bbox="967 741 1430 1020">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 data-bbox="784 1062 924 1199"></p> <p data-bbox="967 1052 1230 1087">Spotlight, from Apple</p> <p data-bbox="967 1098 1430 1440">A component of Mac OS X, Spotlight is a search technology that enables users to harness the information on their computers, turning their desktops into the equivalent of research libraries. Spotlight finds anything on the computer as quickly as the user can type. The entire system can be searched from one place: files, contacts, images, presentations, PDF's, and applications.</p> <p data-bbox="784 1482 924 1619"></p> <p data-bbox="967 1472 1247 1507">QuickTime, from Apple</p> <p data-bbox="967 1518 1422 1860">The advanced QuickTime 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>



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		<p>QuickTime supports Flash 5. Macromedia's Shockwave Flash (.swf) file format is widely used on many web sites for animation. A .swf file can contain vector and bitmap animation, as well as interactive elements.</p>  <p>Java</p> <p>Java has become the de-facto standard language for developing cross-platform applications. Recognizing this, Apple has made Java a core component of Mac OS X. Mac OS X includes the full version of Java 2, Standard Edition, version 1.4.2 — meaning you have the Java Developer Kit (JDK) and the HotSpot virtual machine (VM) without downloading, installing or configuring anything. And because Apple has optimized Java on Mac OS X, Java applications act as first-class citizens on Mac OS X.</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 Learning Results.</p>	<p>Other software included in Mac OS X:</p>  <p><i>iChat AV & (optional) iSight, from Apple</i></p> <p>Connect students to the world, and the world to students, with iChat AV and an <i>optional</i> iSight camera, it's easy and affordable to bring videoconferencing into your classroom. You can instantly connect your students with students in other classrooms — all over the globe. And, it's an effective and easy way to bring experts into your classroom.</p>  <p><i>Dashboard, from Apple</i></p> <p>Dashboard is home to widgets: mini-applications that let you perform common tasks and provide you with fast access to information. With a single click, Dashboard appears, complete with widgets that bring you a world of information — real-time weather, stock tickers, flight information and more — instantly.</p> 



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		<p>Dashboard disappears just as easily, so you can get back to what you were doing.</p> <p> iCal, from Apple Teachers and students have never been so busy. You need an easy-to-use tool that not only helps you stay on top of your events but lets others in your life do so as well. iCal helps you organize your schedule by letting you create as many separate calendars as you need. Create a calendar for home, a different one for school, a third for sports, etc.</p> <p> Preview, from Apple Open, view, scroll, work within and print any PDF document in record time with Mac OS X Tiger. A built-in PDF viewer, Preview 3, and a robust two-dimensional drawing engine, Quartz 2D, make easy navigation and pristine printing possible. And using the Print To PDF feature of Mac OS X, users can create .pdf files from any application that can print.</p> <p>A note regarding third party software As part of this project, Apple will provide laptop 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. Because these products are distributed without charge, they customarily are distributed without warranties, particularly with respect to functionality, data preservation, and non-infringement. To Apple's knowledge, none of the titles to be provided has 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.</p> <p>Accordingly, by accepting third party software as a component of Apple's solution, Maine agrees that any third party software is provided AS IS with no representations or warranties, either express or implied, as to the software's performance, safety, or</p>



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		<p>ownership, unless the third party's license provides otherwise, in which case the State will look to the developers rather than Apple for breaches of those representations or warranties. To the extent permitted by law, Maine further agrees to waive, any claims it might have against Apple that arise as a result of Apple's provision of third party software, and to indemnify and hold Apple harmless from and against the claims of third parties arising from any usage by the schools contrary to the third party's licenses or the school's modification of the third party software in any respect.</p> <p>If during the term of the agreement, the developer of any free software ("freeware") no longer supports or publicly distributes the software free of charge, Apple is not obligated to continue to provide and/or support such freeware software. Apple may substitute such freeware software with an alternative freeware software with similar features or functionality, if Apple can provide such alternative freeware software through commercially reasonable efforts.</p>
3.3.3.2	Communication	
	<p>The solution should provide each user with an electronic mail account. Accounts should be manageable both at a school level as well as centrally. Account management must include the ability to limit sending and receive capabilities individually and among groups, such as within a school community, the project community, or full open access. Adequate measures should be included to limit unsolicited messages (e.g., SPAM), and to limit the propagation of viruses, worms, and other malicious code. Ideally, the solution should include a global address book feature as well as the ability to group users for message distribution.</p>	<p>Each user will have access to an email account through a centrally available, locally managed mail server system using Apple's OS X Mail application. Account hierarchy and layout will be set up and handled centrally while user accounts, access rights, and capacity will be made available and managed by individuals assigned at the local school level. With over 100 features the Mac OS X Mail application is the perfect match as an educational communication platform. Mail will allow users to individually manage multiple email accounts such as existing school accounts, FirstClass accounts, POP and IMAP accounts, if desired.</p> <p>Mail is widely lauded for its ability to identify and dispatch spam. Mail packs a powerful filtering engine, offers better accuracy, includes more filtering options and provides more powerful protection against spammers.</p> <p>Mail facilitates the use of customized composition options, integration with iLife and other applications, message priority settings, and "Smart Mailboxes" to help users stay organized and productive as they utilize these technology-based tools as part of their teaching and learning.</p>



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		<p>Message addressing and address book features will be available through the centrally managed system to all users based upon their individual account settings and the hierarchy developed in collaboration with the State of Maine. Each user will have the ability to build group lists of varying sizes for specific functions based upon individual need and desire.</p> <p>Group addresses can easily be shared between members of various schools or across members of the entire project that may be working collaboratively using simple drag and drop features.</p> <p>Additionally, as part of Apple's collaboration solution (see next section, 3.3.3.3), Apple is including StudyWiz, which includes a built-in messaging system that further provides options for a managed, self-contained environment for teachers, and students to communicate. StudyWiz will allow customization of email/messaging, as follows:</p> <ul style="list-style-type: none">• Limiting messaging to only within a school• Allow messaging within groups (internally at a school or within Maine)• Allow Internet email access• Disabling the messaging component <p>This feature will be managed locally through a centrally available service and by the StudyWiz Global Support Center.</p> <hr/> <p><i>"The Apple Computer solution for the MLTI project has created the greatest change in teaching and learning I've ever witnessed in 15 years of working in education. The greatest change I've noticed is how teachers and student collaborate. It is often difficult for me to find a teacher when I enter a classroom because they are either kneeling down working with students directly or they are sitting at a student desk and the student is teaching them something about the computer."</i></p> <p>Mike Arsenault, Technology Integration Specialist Lake Region Middle School</p>



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3.3.3.3	Collaboration	<p>Each user will have access to an online collaborative space and virtual learning environment via two exciting and powerful software solutions. These include the Apple Instructional Management Solution using StudyWiz, and NoteTaker.</p> <p>This toolset will take the Maine Learning Technology Initiative to the next level in terms of collaboration, sharing, group project construction, resource creation, monitoring student progress and even parent involvement. All of this while constantly keeping the learner at the center of their digital learning experience.</p> <p>Each of these tools empower users through a series of collaborative features that surround and support learning projects constructed and shared in a peer-to-peer, peer-to-many, and many-to-many fashion.</p> <p>Apple Instructional Management Solution The Apple Instructional Management Solution (AIMS) enables educators to individualize instruction by automating and managing instructional workflow.</p> <p>Technology that works the way teachers work AIMS was designed specifically for K-12 schools and enables teachers to create multimedia learning resources, communicate ad hoc with individual students as they learn, and build assessment-for-learning as well as assessment-of-learning into their daily routines.</p> <p>The Apple Instructional Management Solution (AIMS) works the way teachers already work; which is to say, it is a learner-centric solution. AIMS enables teachers to manage instructional workflow easily and in a fraction of the time it takes to do so by hand. For example, teachers can send assignments, tests and quizzes digitally to an entire class, to groups within a class, or to individual learners in need of special attention. Online quizzes are scored automatically, which provides the teacher immediate feedback on student performance, so that instruction can be aligned, in real time, to each student's needs. Inherent in AIMS is a communications loop that provides a web of support for every learner. It provides each teacher or class a portal or homepage, where all workflow, information, and materials can be posted and easily accessed.</p>



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		<p>Help Teachers Teach</p> <p>By creating a digital learning environment, teachers can spend less time on low-value repetitive tasks and more time teaching. Teacher communication and collaboration with students and parents increases. Assessment for learning in terms of student progress enables teachers to evaluate the effectiveness of teaching content and processes and to realign their efforts according to student needs. Teachers can now have the time and assessment information to mentor and guide those learners with the greatest needs, in real-time, as the needs arise.</p> <p>Help Learners Learn</p> <p>It's no secret that individualized instruction is the most effective way to increase student achievement, and that is what AIMS provides. Students can gain personalized access to multimedia content that makes it easier to learn by creating. Students have communications tools that enable collaboration with others in the classroom and beyond. In addition, students get personalized notification and access to new assignments, review materials, and online resources. AIMS gives students the tools they need to succeed.</p> <p>Classroom Advantages</p> <p>The Apple Instructional Management Solution allows the teachers and students of single or multiple institutions to collaborate and share all forms of content including simple text-based documents, video, animated material, interactive simulations and fully SCORM 2004 compliant learning objects.</p> <p>Within the Apple Instructional Management Solution, a teacher can create a collaborative workspace according to class schedule, subject area, or grade level by creating a Discussion resource, Gallery resource, Group Writing resource, or even a focused Chat.</p> <p>The Discussion resource allows students to share ideas and discuss work in a moderated environment with teachers and other students.</p> <p>The Gallery resource provides a group collaboration space for showing and sharing work such as group brainstorm diagrams, drawings, paintings, photos, and other materials.</p>



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		<p>The Group Writing resource allows teachers to publish a question, pose an idea, or solicit ideas and have each student contribute their own response, be it a few lines or a complete essay. As responses are returned, the teacher has the option of publishing the students work individually, with or without comments, or bringing the contributions together, editing and publishing the responses as a collaborative piece of work. This allows all students to contribute opinions and ideas in a safe, controlled environment.</p> <p>Live chat capabilities in a class group, school group, student-to-teacher, student-to-student or teacher-to-teacher fashion is available within AIMS. This feature provides a safe and managed instant messaging system and can be enabled or disabled at varying levels depending on project, school, and classroom need.</p> <p>Teachers, students and parents can access the system (seeing only the areas they have permission to see) from a modern browser, 24 hours a day, 7 days a week – which means that they can access from home, or wherever they may have Internet access.</p> <p>Integration with Maine's Learning Results:</p> <p>In response to the desire to support integration with the Maine Learning Results, AIMS provides an integrated toolset that enables teachers to harness a range of learning technologies in a variety of forms, such as:</p> <ul style="list-style-type: none">• Creating special environments for collaboration between groups of students, which can be monitored• Engaging the student in the process of setting and achieving personal goals through the process of building individual learning plans• Allowing the student to store personal work for his or her own reference or future use in their own eLocker, as they build their digital portfolio• Enabling students to submit and/or share work in a wide range of digital formats including productivity documents, notebooks, audio, video and assessment files• Constructing learning material from a range of learning objects or media files



Item #	RFP Requirement	Apple's Response
		<ul style="list-style-type: none">• Creating complex assessments that require responses ranging from yes/no to sophisticated problem solving• Setting tasks for grades, special interest groups or individually designed assignments for specific students• Integrating off the shelf content from publishers conforming to standards including SCORM, IMS LOM, and IMS QTI <p>The Apple Instructional Management Solution, featuring StudyWiz, supports the W3C Web Accessibility Guidelines, providing access through various peripherals, software and assistive technologies used by those with visual, hearing, mobility, communication and/or cognitive impairments. With Mac OS X, built in accessibility features are leveraged by Safari.</p> <p>NoteTaker</p> <p>NoteTaker for OS X is a personal sharing and collaboration application for creating, publishing and sharing media-rich, multi-page notebooks.</p> <p>What can you do with it?</p> <p>NoteTaker is a powerful information processing platform for organizing both structured and unstructured information. It is an ideal tool for organizing written projects, keeping journals, creative brainstorming, doing web research, tracking project task, managing meeting notes, outlining study or lecture notes, aggregating client information, exchanging and presenting ideas, tracking tasks, group authoring and more. NoteTaker is an ideal tool for students, teachers and school administrators who want to work on team projects.</p> <hr/> <p><i>“As educators today we strive to provide a rich education incorporating the 21st century skills that our students need in order to be self-directed and independent thinkers. Never before have I felt that an educational endeavor has impacted student learning and teaching practices in quite the same way that the Maine Learning Technology Initiative has.”</i></p> <p>Laura Richter, Technology Integration Specialist Skowhegan Area Middle School</p>



Item #	RFP Requirement	Apple's Response
3.3.3.4 Network and Device Connectivity		
	<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>Apple's proposed solution complies with this requirement.</p> <p>Mac OS X supports all common networking protocols and utilizes industry standards for input and output, including USB and FireWire ports described above in section 3.3.2.10.</p>
3.3.3.5 Stand-alone		
	<p>The 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.</p>	<p>Apple's proposed solution complies with this requirement.</p> <p>Email, Internet and other web-based applications are the only functions dependent upon a network connection.</p> <p>iBook allows students to carry their entire portfolio of work, and a powerful suite of creative tools, in their hands 24 hours a day, seven days a week. For example, students can create and edit iMovies on the school bus, and run curriculum applications at the kitchen table.</p>
3.3.3.6 Software Updating		
	<p>The portable computing devices will be able to be updated from a central location (e.g., via "push" technology) rather than each device separately and manually.</p>	<p>Apple's proposed solution complies with this requirement.</p> <p>Each school will be provided with two admin licenses of Apple Remote Desktop 2. Delivering over 50 new features and countless enhancements, Apple Remote Desktop 2 is a complete desktop management solution for Mac OS X. Users can distribute software, configure systems, offer real-time online help and create detailed hardware and software reports — for all of the Mac systems in the school.</p> <p>Apple Remote Desktop 2 also lets you create custom install packages — containing school-specific software or files, for example. Or if you want to copy files and folders to targeted locations in your students' hard drives, you can do that, too.</p> <p>Apple Remote Desktop 2 allows you to specify multiple software packages for consecutive installation. Once you get the process started, you're done, even if the</p>



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		<p>package requires a restart. Apple Remote Desktop will detect and offer to restart the computer for you upon completion of the installation.</p> <p>Apple Remote Desktop 2 also enables you to schedule your distributions, so you can set it to perform your installations during those times when network traffic is at its lowest.</p>
3.3.3.7 Software Restore		
	<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 Maine Middle Schools and account for reasonable restore processes for both large and small 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>Apple's proposed solution complies with this requirement.</p> <p>Apple is enhancing the software restore process that has functioned in Maine for the past four years. The high-speed FireWire restore method developed and implemented in Maine has proven reliable. The simplicity of our solution makes it easy for non-technical personnel to restore the iBook to its original state. In addition, the same mechanism provides the flexibility to customize the software for each school using the same one-step restore method. Based upon our experience over the past four years, we have made a significant improvement to this process in the inclusion of one FireWire drive for every 30 students. These additional drives will facilitate restoration/reimaging for both large and small deployments and reduce the time burden placed on the local technical staff.</p> <hr/> <p><i>"The imaging process is quick and painless. The machines are very easy to troubleshoot and can be diagnosed in a matter of minutes. The re-imaging process takes less than 15 minutes, so most issues that can be resolved locally are complete in a 1/2 hour or less."</i></p> <p style="text-align: right;">Sean Tennent, Tech Lead MSAD #58</p>
3.3.3.8 Operating System		
	<p>The Provider must include current and upgraded versions of the core operating system software through the term of the agreement in order to maintain usability with upgrades and enhancements to educationally</p>	<p>Apple will provide current and upgraded versions of the core operating system for the proposed device through the term of the agreement. The iBook will include adequate memory, storage and processing power to provide the educational solutions required and proposed for the four-year term of the agreement.</p>



Item #	RFP Requirement	Apple's Response
	<p>relevant software. 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 project to maintain adequate functionality.</p>	

3.3.4 Device Options

Item #	RFP Requirement	Apple's Response
	<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>Apple's proposed solution complies with this requirement.</p> <p>Apple is a leader in supporting customization and innovation in the digital learning environment. Apple's proposed solution provides a solid platform for individual schools to add to or otherwise customize and enhance their state supported deployment through additional hardware and software. Through Apple's customized Maine Education Store, schools are able to not only secure Apple products at the Education discount, but also are able to leverage the buying power of Apple to secure pricing for the products of numerous third-party vendors. This web site is operational today and can be viewed at:</p> <p>www.apple.com/education/maineschool</p> <p>Apple frequently offers promotions on Apple and third party products. Such promotions will be marketed through the Apple Education Store.</p> <hr/> <p><i>"Apple has been willing to tailor their offerings to the needs of educators in Maine."</i></p> <p>Crystal Priest, Technology Coordinator MSAD #4</p>



Item #	RFP Requirement	Apple's Response
		
	<p>The bidder should specify and describe fully here the features, functions and advantages of such offerings. Provide the price quote in Cost Schedule B (Section 4.4.2) for each item, including all cost options (please use consistent item numbers in this section and in Cost Schedule B). 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, connectors and adapters must be available through the bidder's corporation for delivery to the individual sites.</p>	<p>Please see above.</p> <p>Please see above.</p>



Item #	RFP Requirement	Apple's Response
3.3.4.1	Optional Software	
	<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>Apple's proposed solution complies with this requirement.</p> <p>Through Apple's customized Maine Education Store, schools are able to purchase Apple software products as well as software products of numerous of third-party vendors. This web site is operational today and can be viewed at:</p> <p>www.apple.com/education/maineschool</p>  <p>PowerSchool</p> <p>Student Information System</p> <p>Apple offers MLTI-participating districts the opportunity to purchase PowerSchool Premier 5.0, the latest version of our web-based Student Information System (SIS.) As of this date, 59 districts/schools in Maine have selected PowerSchool as their SIS of choice.</p> <p>For more information about PowerSchool, please see Additional Appendix 6.</p> <p>Desktop Management Made Easy</p> <p>Apple Remote Desktop (ARD) Admin Client</p> <p>Apple Remote Desktop 2 is a complete desktop management solution for Mac OS X. You can distribute software, configure systems, offer real-time online help and create detailed hardware and software reports. ARD is also recommended for teachers that want to monitor their classroom computers. Apple's proposal includes 2 Admin</p>



Item #	RFP Requirement	Apple's Response
		licenses per school, and MLTI schools can purchase additional copies for teachers at a discount by contacting their local Account Executive.
3.3.4.2	Optional Hardware	
	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>Apple's proposed solution complies with this requirement.</p> <p>Through Apple's customized Maine Education Store, schools are able to purchase Apple hardware products as well as hardware products of numerous of third-party vendors. This web site is operational today and can be viewed at:</p> <p>www.apple.com/education/maineschool</p>

3.3.5 Pricing Schedules for Additional Maine Educational Groups

RFP Requirement	Apple's 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 Maine 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 7/8th grade 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 to 1 Learning solution to additional educational groups, primarily high schools. We have developed and implemented MLTI-based 1 to 1 solutions in 40 Maine high schools the past three years. These programs have included the components and support necessary to provide a successful implementation and on-going support at these schools. A wireless network, iBook laptop, four-year maintenance coverage, spares, storage devices, and an image have typically been requested and deployed.</p> <p>Our solution for the middle schools is tailored for them based on our four years of 1 to 1 experience with the current project. This solution fits very well into 1 to 1 deployments, but must often be modified to meet the needs of some of the other groups to which you desire to extend pricing.</p> <p>Public and Private School 1 to 1's</p> <p>Should a Maine public or private school desire to provide a 1 to 1 solution, Apple agrees to provide the same costs and services provided in the middle school solution. Schools will receive the same pricing should they choose the identical solution and scope provided under the RFP. Private schools will be subject to additional financing costs associated with</p>



RFP Requirement	Apple's Response
	<p>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 that the DOE will establish for the middle schools.</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>Teacher preparation programs</p> <p>We currently work with the University of Maine College of Education and Human Development 1 to 1 program. The College of Education requires students to have an iBook laptop computer and specific software. We are anxious and willing to continue to work with the State of Maine to identify other opportunities to provide solutions for these types of programs. One of our recent related projects has been our work with the State of Maine and the University of Maine's Computer Connection to facilitate an iBook deployment for the Gear-up grant.</p> <p>Maine K-12 public school parents</p> <p>Apple offers eligible parents the ability to purchase Apple product on their own custom Apple store web at:</p> <p>www.apple.com/education/maineparent/</p> <p>We also propose to market and advertise this store to make Maine parents aware of this benefit.</p> <p>Home-schooled students</p> <p>Home schooled students and their parents can also receive educational discounts by calling 1-888-707-3607. This number directs them to a special group within Apple that will then provide the same discounts as the K-12 Public School Parents online store. As you can see above, this information is prominently displayed on this site.</p>



RFP Requirement	Apple's Response
	<p>Public libraries</p> <p>We commit to work with these libraries to develop creative ways to extend our solutions to these entities.</p>



3.4 Network Connectivity and Infrastructure

RFP Requirement	Apple's Response
<p>The wireless network infrastructure shall connect from the portable computing devices at one end to the MSLN demarcation at the other end. Between the two ends, the Provider's solution must include switches as needed, the placement of access points, server capacity for applications/files, 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. Existing MLTI network devices, servers, and infrastructure may be utilized by the Provider's solution at the Provider's choice. The in-school infrastructure shall be accessible wirelessly and remotely. For more information about the existing MLTI wireless infrastructure and servers, please see Appendix G.</p> <p>All middle schools have T1, equivalent or better Internet connections provided by MSLN or an ISP of the local district's choice.</p>	<p>Apple will upgrade the currently installed wireless networking equipment (base stations and switches) throughout the 236 identified schools as well as expand the coverage as indicated in 3.4.2.1. Power over Ethernet AirPort Extreme Base Stations will be used in instances where power is not readily available. All of the currently installed AirPort Base Stations will be replaced with reprogrammed AirPort Extreme Base Stations. Any existing wiring that is utilized will be recertified and covered under the warranty terms in 3.8.</p> <hr/> <p><i>"The seamless integration of wireless Internet and computer generated student product has revolutionized education in Maine."</i></p> <p>Dennis Dorey, Technical Coordinator Jordan Small School</p>

3.4.1 Building Readiness

RFP Requirement	Apple's 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>



3.4.2 Local Network and Access

Item #	RFP Requirement	Apple's Response
	These network access services will include as a minimum:	
3.4.2.1 Wireless Coverage		
	<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 school's wireless network from all primary 7th and 8th grade instructional areas as well as core administrative areas including academic classrooms for all content areas, frequently used study areas, media centers, assembly spaces, library, 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>Apple's proposed solution complies with this requirement.</p> <p>Apple will expand the network coverage to the necessary instructional and administrative areas with AirPort Extreme Base Stations. Apple recommends that administrative areas should remain with wired access because of the sensitive nature of student data that is often transmitted in administrative systems.</p> <p>Apple will also provide optional coverage pricing for schools to further expand their wireless networks.</p> <hr/> <p><i>"The wireless network has always been reliable, and now we have all become dependent upon it. I could not imagine what our school would be like without wireless connectivity."</i></p> <p>Rev. David Davis, Technology Coordinator Brooksville Elementary School</p>
3.4.2.2 Wireless Access		
	<p>Each participating school will be provided with a wireless connection. The Provider will be responsible for deploying a switch or switches, sized for the school's needs, that connects the T-1 router and wireless access points. The portable computing devices will access a 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 provided servers and the services it provides, including access to shared applications and files.</p>	<p>Apple's proposed solution complies with this requirement.</p> <p>Apple's AirPort Extreme Base Stations provide an effective wireless solution for Maine's middle schools. By setting our base station to the combined 802.11(b) and 802.11(g) modes, Apple enables any schools that seek to retain their existing iBooks from the first MLTI contract to use these devices, while the new iBooks are capable of leveraging the higher speed of the new AirPort Extreme Base Stations.</p> <p>Due to the need for the systems detailed in sections 3.3.3.2 and 3.3.3.3 to be capable of Statewide communication and collaboration as well as the need for high availability and uptime, Apple proposes a centrally hosted server environment which offers the</p>



Item #	RFP Requirement	Apple's Response
	<p>The proposed servers are presumed to be best located at the school, but the bidder may propose an alternate server location if it is a better solution.</p> <p>Additional access points, wiring, electrical and equipment (if 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 and object penetration), including what wireless industry standards (e.g., 802.11b, 802.11g, etc.) are employed in the solution.</p>	<p>benefits that each student will be able to reach their backup, mail, and collaboration systems from school, home, or anywhere on the Internet.</p> <p>Apple has successfully employed this model over the past four years. Through this model, Apple leverages the state's investment in high-speed networks while providing the effective functionality of local servers. Further, Apple seeks to minimize any building costs and personnel impact on local schools by removing the burden of maintaining the space, electrical needs and overall maintenance of any additional hardware.</p>
3.4.2.3 Wireless Bandwidth		
	<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. For example, a concentration of physical classrooms within a school may require additional access points or faster speeds, or both, within that area. Each bidder must specify and de-scribe the capability and flexibility of its solution.</p>	<p>Apple's proposed solution complies with this requirement.</p> <p>Apple will install the wireless networks based upon scheduling information provided by the schools. As in the previous project, AirPort Extreme Base Stations will be installed in a physical configuration that achieves compliance with the metric mentioned in section 3.5.3.</p>
3.4.2.4 Internet Access		
	<p>Access to the Internet for Maine schools is to be provided via each school's connection to MSLN or other ISP (Note: the vast majority of schools are connected via MSLN). The Provider will ensure its solution works with the school's connection, MSLN or other, and the Provider will work with each school and UNET or other 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</p>	<p>Apple complies with this requirement and will continue to support the open standards of the Internet as well as continue 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 Maine ISP's.</p>



Item #	RFP Requirement	Apple's Response
	Provider shall, to the extent feasible, consult and advise on the availability of cost effective measures for Internet content filtering.	
3.4.2.5 Existing School Networks		
	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. For more information about the existing MLTI network, please see Appendix G.	Apple complies with this requirement and will provide access to schools' existing non-proprietary infrastructure. Schools may need third party solutions to integrate fully with proprietary systems which are not included in the per seat price. <hr/> <i>"Apple's AirPort wireless network integrated seamlessly into our existing network. Our wireless network has been very reliable, it just works!"</i> Bob Sommers, Technology Lead Wiscasset Middle School
3.4.2.6 Server Functional Partitioning		
	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 multiple classrooms and multiple groups within each classroom. For more information about the existing MLTI network, please see Appendix G.	Apple understands the nature of this request in a school setting and complies with this requirement.
3.4.2.7 Growth		
	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.	Apple's proposed solution complies with this requirement. The Apple solution is designed for expansion and growth. Over 40 schools expanded their network coverage in the prior MLTI project.



Item #	RFP Requirement	Apple's Response
3.4.2.8	Print Services	
	The portable computing devices will be able to utilize a school's existing networked printers. At local cost, each school may choose to acquire and install additional networked printers from the Provider's optional schedules or another vendor.	Apple's proposed solution complies with this requirement. The iBooks are capable of printing to LPR, IPP, windows, USB, AppleTalk, LocalTalk, Bluetooth, and FireWire printers.

3.4.3 Remote Network Access

Item #	RFP Requirement	Apple's Response
3.4.3.1	Accessibility by MLTF	
	The State shall ensure educationally adequate Internet access from home for all students and teachers who do not have an existing ISP account. The modem infrastructure for remote access will be provided by the Maine Learning Technology Foundation (MLTF) program in conjunction with the Department of Education. For more information about the MLTF program, see www.gwi.net/residential/mlti.html .	Apple's proposed solution complies with this requirement.
3.4.3.2	Portability	
	The Provider's portable computing device must enable students and teachers to access the school network and the Internet from their homes or other locations.	Apple's proposed solution complies with this requirement.
3.4.3.3	Other ISP's	
	It is desirable that the Provider's solution also be accessible from remote locations, using the personal computing device, via other ISPs for example, for a student to access the Provider's solution through the family's already existing ISP account.	Apple's proposed solution complies with this requirement.



Item #	RFP Requirement	Apple's Response
3.4.3.4	Other Devices	<p>Apple's proposed solution complies with this requirement.</p> <p>Mail and collaboration software will be provided through Internet standards that can be used from modern Internet devices capable of connecting through POP, IMAP, HTTP, HTTPS, WebDAV, and LDAP. Apple understands how important it is for Maine students to have access to educational resources – any time of day, from any location – and has designed its solution to maximize such access.</p>



3.5 Performance and Quality

3.5.1 Uptime

RFP Requirement	Apple's 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 <u>6:00 AM to 10:00 PM, Maine local time, Monday-Friday, excluding holidays</u>. During this period, the required uptime is as follows:</p> <table border="1" data-bbox="190 674 760 1056"> <thead> <tr> <th data-bbox="190 674 524 762">PERIOD OF PRIME USAGE</th> <th data-bbox="532 674 760 762">UPTIME PERCENTAGE</th> </tr> </thead> <tbody> <tr> <td data-bbox="190 772 524 909">7:00 AM to 3:00 PM, Maine local time, Monday-Friday, excluding state holidays</td> <td data-bbox="532 772 760 909">99%</td> </tr> <tr> <td data-bbox="190 919 524 1056">6:00 AM to 7:00 AM and 3:00 PM to 10:00 PM, Monday-Friday, excluding state holidays</td> <td data-bbox="532 919 760 1056">95%</td> </tr> </tbody> </table> <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 Project Manager for system-wide outages. This infrastructure includes the wireless LAN, servers, remote access and any other vendor-installed equipment.</p>	PERIOD OF PRIME USAGE	UPTIME PERCENTAGE	7:00 AM to 3:00 PM, Maine 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>Apple's proposed solution complies with this requirement.</p> <p>Spares Inventory Apple will furnish schools with spare portable computing devices, switches, and base stations, 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 iBooks for the first year of deployment. Each school will also receive one spare base station and one spare switch.</p> <p>Upon award, Apple will work with the State of Maine to refine a plan for managing the iBook and AirPort Base Station Spares Inventory. This plan will be based on our experience from the last four 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> <p>Infrastructure Uptime Our centralized services, including the collaboration solution, email and storage will continue to be hosted by a professional hosting entity in Maine. OS X server built-in automatic failover capabilities and other built-in redundancies make rapid failover possible to minimize downtime due to hardware or other component failure.</p> <p>Network Operation Center Our MLTI network operation center (MNOC) has been designed to meet the rigorous uptime requirements of the RFP. All hardware is fully redundant, with pre-configured spare parts on location. The solution includes remote monitoring of devices and other management tools at all times. Full-time staff on site</p>
PERIOD OF PRIME USAGE	UPTIME PERCENTAGE						
7:00 AM to 3:00 PM, Maine 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%						



RFP Requirement	Apple's Response
	<p>are available for rapid response during school hours and around the clock will see that the failure of any hardware device results in the replacement of that device to meet the RFP requirements. Where applicable all components such as fans, power supplies, memory modules and storage devices will be hot-swappable allowing for replacement with no appreciable interruption of service. Data will be stored on an enterprise class storage area network that can scale up to 2 petabytes (2 PB) in size. Daily backup of the data stores user information to a second enterprise class storage area network without compression, making partial restoration (in the event of damage to one or more individual accounts) or full restoration of the entire system possible without unnecessary delays caused by time-consuming restoration from tape backup.</p>

3.5.2 Device Reliability

RFP Requirement	Apple's Response
<p>The solution will provide device reliability and a service level that ensures no student is without a functioning device for more than one (1) school day. This may mean that different support plans need to be in place for different schools.</p>	<p>Apple meets this requirement as described in Section 3.5.1., above.</p> <hr/> <p><i>"The product itself has withstood 4 years of use admirably and that is due in part to Apple's support."</i></p> <p style="text-align: right;">Steve Lavoie, Principal Hall-Dale Middle School</p>

3.5.3 Response Time

RFP Requirement	Apple's Response
<p>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 video without unreasonable delay. This requirement also includes the provision that the solution must provide concurrent</p>	<p>Apple's proposed solution complies with this requirement.</p> <p>The existing AirPort Base Stations allow a throughput of 11Mb/s using the industry standard 802.11b specification and we will be installing AirPort Extreme base stations in the new coverage areas. These base stations have the capability to run at up to 54Mb/s using the industry standard 802.11g specification. The AirPort Extreme base stations will be installed in</p>



RFP Requirement	Apple's Response
wireless services to all students and teachers in a manner that, as a minimum, guarantees throughput capability, from host to client, of 3 megabits per second for files 1 megabyte or less in size 90% of the time.	802.11b/g compatibility mode to allow wireless network access to the previous generation of MLTI devices as well as other legacy devices present in the schools.

3.5.4 Business Continuity/Disaster Recovery

RFP Requirement	Apple's 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.	Apple's proposed solution complies with this requirement. Upon award, Apple will refine the current plan, if desired, in conjunction with the State of Maine.

3.5.5 Server Failure

RFP Requirement	Apple's Response
If the solution includes servers, then the solution must provide server redundancy or other 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.	Apple's proposed solution complies with this requirement. Apple's solution will be fully configured with multiple redundancies of key components to provide for rapid failover deployment of either hardware or software. All servers, data storage devices, routers, switches, and firewalls will be redundant with fully configured replacement devices on-hand at all times. The data center used to house this equipment provides redundant cooling systems, redundant power systems, battery backup and generator backup to provide industry best practices for ensuring uptime. System and protocol monitoring devices and services will be installed and deployed. Staff will be on-call 24/7 to provide remote and on-site restoration of services with the least possible disruption.



3.5.6 UPS

RFP Requirement	Apple's Response
<p>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. This UPS should allow personnel enough time to adequately shut down the server(s) or the infrastructure devices.</p>	<p>Apple's proposed solution complies with this requirement.</p> <p>Apple's solution includes an uninterruptible power supply capacity for the network storage and communication servers. All devices in the network operation center will be powered through a UPS. Our solution will be able to be fully-enabled upon restoration of power without reconfiguration or significant intervention. In the vast majority of power disruptions, there will be no effect on the service provided by the services in our NOC.</p>

3.5.7 Performance Metrics and Reporting

RFP Requirement	Apple's Response
<p>The Provider must track and record operational Performance and Quality metrics necessary to ensure the successful management of the project. Such performance metrics will be reported monthly, by school as necessary, to the Department's Project Manager. 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>Apple's proposed solution complies with this requirement.</p> <p>Upon award, Apple will work with the State of Maine to review our existing performance and quality metrics to confirm they are continuing to meet the State's needs.</p>



3.6 Functional and Asset Security

3.6.1 Wireless Security

RFP Requirement	Apple's 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>Apple's proposed solution complies with this requirement.</p> <p>AirPort offers encryption and password protection capabilities to deliver a level of security similar to that offered by traditional wired networks. To protect the communications on wireless networks, AirPort supports Wired Equivalent Privacy (WEP) and other security options. Even though there are other solutions available, Apple recommends the use of WEP in this deployment to keep backward compatibility with the previous generation of MLTI devices as well as other legacy devices present in the schools.</p> <ul style="list-style-type: none">• WEP is part of the IEEE 802.11 specification and uses both passwords and RC4 encryption. With WEP turned off, the wireless network is accessible to anyone within its range. With WEP turned on, AirPort uses 128-bit encryption during transmissions to "scramble" data for security. Users trying to join an AirPort network are prompted to enter a password for that network.• Even greater security can be obtained by using a 128-bit browser, like Safari, on secure websites. With 128-bit browsers, the radio link is protected with a baseline 128-bit encryption, and the data is further encrypted (through software) between the browser and web server at the 128-bit level.

3.6.2 Authorization Control

RFP Requirement	Apple's 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>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 their iBooks in OS X, they are prompted for their user name and password.</p> <p>Additionally, our centralized services including collaboration, storage and mail will require users to authenticate with a name and password to access</p>



RFP Requirement	Apple's Response
	their backup data and services through the network. As a further precaution, the collaboration system is protected by 128-bit SSL encryption.
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.	Apple's proposed solution complies with this requirement. 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.

3.6.3 Anti-Virus Protection

RFP Requirement	Apple's Response
The solution will include reasonable and sufficient anti-virus 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.	<p>Apple's proposed solution complies with this requirement.</p> <p>Apple is offering virus protection installed on each device and our server solution. Periodic updates for the virus protection software are included for the duration of the contract.</p> <hr/> <p><i>"As a PC tech, spyware and viruses are far and away the most time consuming issue I deal with. In my opinion, the Apple product has been completely resistant to viruses and spyware. This has saved me countless hours of repair and maintenance vs. the IBM/PC platform."</i></p> <p style="text-align: right;">Sean Tennent, Tech Lead MSAD #58</p>

3.6.4 Backups

RFP Requirement	Apple's Response
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. The ability to perform automatic scheduling of backup functions is desired. This should include	<p>Apple's proposed solution complies with this requirement.</p> <p>Schools will be provided with a high speed FireWire restore mechanism that will allow users to re-install their existing applications should the device suffer from data loss or corruption. Based upon our experience from the initial MLTI installation, schools will be provided 1 FireWire restore mechanism per 30</p>



RFP Requirement	Apple's Response
automatic backup from the portable computing device to a server or some other facility on a daily basis to prevent data loss.	devices. In addition, reliable secure backups of all user data and files on the computing devices to the central network servers will be accomplished using the built-in functionality of our collaboration and data storage solution. Automatic scheduling as well as on-demand backup will be provided.

3.6.5 Insurance, Damage, and Theft

Item #	RFP Requirement	Apple's Response
3.6.5.1	Damage, Insurance, and Warranty	
	<p>Portable computing devices 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 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 State of Maine Agreement (Appendix A), 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.</p>	<p>Apple will provide a solution consisting of three components to meet this requirement.</p> <ol style="list-style-type: none"> 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 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 an iBook for more than 24 hours, provided that the schools dispatch the repair on the day the unit is reported defective. 2) Apple will provide an initial buffer pool equal to 1% of the overall 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. These buffers will be augmented each year with the devices that go out of service due to declining enrollment. 3) The AppleCare Protection Plan detailed in 3.8 will provide coverage against manufacturer's defects.
	<p>The Provider shall assume the risk of loss (e.g., fire, flood, theft, negligence) 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</p>	<p>Apple's response meets the provisions of this requirement as follows:</p> <p>As with the current implementation, the combination described above consisting of Apple's Warranty, the AppleCare Protection Plan, spares, and buffer pool have proven to effectively address defective equipment, uptimes and accidents experienced with the equipment.</p>



Item #	RFP Requirement	Apple's Response
	<p>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 section 2.13.</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>The bidder shall 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 evaluated under section 2.13.</p>	<p>For the convenience of Maine, Apple has provided a quote* from Safeware, The Insurance Agency, Inc. for the price per unit for accidental coverage. Please refer to Additional Appendix 8 for this quote.</p> <p>* Apple is not a licensed seller of insurance in any jurisdiction. Accordingly, such insurance coverage will require a separate contract between the State of Maine and Safeware, The Insurance Agency, Inc, which is licensed to sell insurance. All transactions for insurance coverage must be directly between the State and Safeware.</p>
	<p>As part of its strategy to meet these provisions of this RFP, the Provider may elect to provide a percentage (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.</p>	<p>Apple will provide an initial buffer pool equal to 1% of the overall units deployed. These machines will serve as a self-insurance pool of devices that can be used to replace devices that damaged outside of the AppleCare Protection Plan. These buffers will be augmented each year with the devices that go out of service due to declining enrollment.</p>
3.6.5.2 Theft		
	<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 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, may be transported by students and teachers between school and home, and used in the home as</p>	<p>Apple will provide anti-theft deterrents similar to those provided in the previous MLTI project. Affixed to the devices will be an asset tag identifying the iBook as an MLTI device. The devices NVRAM will be stamped with information identifying the device as part of the program and 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 give information on how to contact the State of Maine DOE if found. Precautions will also be made to make it difficult for non-MLTI personnel to erase the information embedded in software that marks the device as an MLTI device. One new feature that will be added to the anti-theft precautions consists of the ability for the devices to "report in" with the asset</p>



Item #	RFP Requirement	Apple's Response
	<p>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>management system. Each report will contain basic information about the device and it's configuration. This information can potentially be used to track down a stolen device that is connected to the Internet.</p> <p>Schools will also receive a complete inventory of the devices they are issued which will include hardware details about the device such as Ethernet address and serial number.</p> <p>Apple will also work with State law enforcement officials so that these markings are well known and easily identifiable.</p>

3.6.6 Asset Management

RFP Requirement	Apple's Response
<p>The Provider will include an online asset management system. The asset management system should allow the Department 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.</p>	<p>Apple's proposed solution complies with this requirement.</p> <p>Upon award, Apple will work with the State of Maine to review the existing asset management system to confirm that it is continuing to meet the State's needs.</p> <hr/> <p><i>"The web interface used for keeping track of the machines, contacting the state, and dispatching the machines to the depot has made it easy to keep track of the machines. One of my greatest fears going into the project was that it would be difficult to keep track of the machines, but the web-based system currently in place has worked very well."</i></p> <p>Angel Allen, Technology Director MSAD #58</p>



RFP Requirement	Apple's Response
<p>Each site should also 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. 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>Apple's proposed solution complies with this requirement.</p> <p>Upon award of the bid, Apple will work with the State of Maine to review the existing asset management system to confirm that it is continuing to meet the State's needs.</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 proposed solution complies with this requirement.</p> <p>Upon award of the bid, Apple will work with the State of Maine to review the existing asset management system to confirm that it is continuing to meet the State's needs.</p>



3.7 Training, Curriculum Integration, and Consultation

“Apple didn’t concentrate on just what was in the box, they worked very hard to make sure that teachers went away from their MLTI trainings with specific ideas on how the iBooks could be put to use in their classroom, and with their students to help their students learn.”

Crystal Priest, Technology Coordinator
MSAD #4

Introduction and Background

The State of Maine is recognized for its innovative leadership in the deployment of a 1 to 1 Learning solution and the effective use of digital resources in the teaching and learning process. It is the goal of Apple in this proposal to help the State continue to build capacity, leadership, and develop a pedagogical environment that effectively uses digital resources to support 21st Century learning in classrooms throughout the State.

Maine middle school teachers have built significant professional development equity over the past four years, using the iBook as a teaching and learning tool for daily instruction. As Maine seeks to take MLTI to the next level, Apple is in the unique position to build on this experience and equity to focus our professional development offerings not just on basic skills and functionality, rather on curriculum integration strategies, advanced tools for teaching and learning, and technology leadership.

Apple is *increasing our leadership and investment in Maine* by committing to train all 3,700 teachers and staff directly – in a tiered, on-going, face-to-face model delivered by Apple Professional Development (APD)-certified trainers. Each participant will be able to self-select the right level for their professional development experience, and the focus will be on higher level integration skills, not the mechanics of using technology (although basic device training will also be available for new teachers).

MLTI teachers and staff will receive an initial day of professional development in year 1, and will have the opportunity to receive additional training in years 2 or 3. Principals will participate in a 2-day Leadership Class in year 1, and have the opportunity to sign up for additional PD offerings over the next 2 years. In all, Apple is committing to delivering up to 185 sessions (20 participants per session) in year 1, 45 sessions in year 2, and 45 sessions in year 3. All face-to-face, all delivered by APD trainers, and all focused on moving Maine educators to the next level of technology integration.

Apple Professional Development (APD) evolved out of the Apple Classrooms of Tomorrow (ACOT), a 10-year research project that pioneered 1 to 1 computing, backed by professional development and focused on student achievement. Apple hires and trains top-flight senior level consultants who are dedicated teachers and administrators, have classroom experience, are technologically savvy, 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 5,000 APD workshop surveys showed that participants were 93% (5.57/6.00 average) “highly satisfied” with their workshop experience and facilitator. Additionally, Apple Professional Development classes have earned the ISTE seal of approval.



3.7.1 Technical Training

RFP Requirement	Apple's Response
<p>The Provider will provide an appropriate level of technical training on the solution, its local support requirements, and its applications for all teachers, school administrative staff, and technical support personnel. Note that the State has no authority to require school personnel to participate in training; however, it is projected that the vast majority of personnel would do so on a voluntary basis. This training would include basic use of the device and software, use of the device in a network environment, both wirelessly and wired Ethernet, use of the device in standalone mode, and use and access of the server(s). Training should be done in the context of how to use the device in an educational setting. While the Department of Education will continue to provide regional training, the Provider's training needs to be contextually relevant and not just a "computer skills" class. In addition, the Provider will include specific training on trouble-shooting, maintenance, repair procedures, etc. for technical support personnel. The bidder must describe its proposed program to accomplish this including a preliminary training plan, content and method, recommended duration, recommended location(s), materials included, instructor to student ratio, and qualifications of each instructor. The bidder must separately and specifically address its first year program that will make available sufficient teacher training prior to the start of school year 2006-2007. Training times and locations should be convenient to the participating personnel, and school personnel should have multiple options to signup for training in their region.</p>	<p>Apple's proposed solution complies with this requirement.</p> <p>The goal of the MLTI training program is to assist all teachers in the successful integration of technology into their daily use, the daily use of their students and into the creation and management of curriculum, instruction and assessment.</p> <p>MLTI Professional Development Strategy</p> <p>Apple incorporates both leader-led (on-site) and on-line 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. On-line incorporates elements of just in time tutorials and ongoing asynchronous support, learning, opportunity for reflection and connection between educators in and out of the state of Maine.</p> <p>Year 1 – Teacher, Principal, Tech Leads, Librarians</p> <p>Apple will provide a 1-day regional professional development training session for all teachers, principals, librarians, and tech leads after receiving their iBook. We recognize that the skills, knowledge and experience of teachers will vary from school to school. To this end we have created a range of choices where the teachers can choose the appropriate initial day of training for Year 1 based on their needs. Three sample outlines of 1-day agendas to address these different needs are included in Additional Appendix 9.</p> <p>All training will be provided by Apple Professional Development staff under the direction of the Apple Manager of Professional Development and the Apple Education Specialist in Maine. The final agendas for training sessions will be the result of collaboration between Apple, the Director of Special Projects and other appropriate personnel, application of known best practices, and information about teacher readiness and proficiency. Apple will provide the necessary support materials for training in digital format for ease of reuse.</p> <p>There are an estimated 3700 teachers requiring training. Based on a ratio of approximately 20 participants to 1 instructor, Apple will provide up to 185 sessions for the initial 1-day training prior to the start of the 2006 – 2007 school year. Apple Professional Development will plan to</p>



RFP Requirement	Apple's Response
	<p>provide approximately 30 trainers for 7 days each to provide maximum flexibility and allow teachers to register for training in their geographical area.</p> <p>Year 2 – Teacher, Principal, Tech Leads, Librarians Apple will work collaboratively with the Department of Education to provide up to 45 professional development sessions during year 2 of the contract. As in Year 1, teachers will be able to choose from a range of classes appropriate to their skill levels or interests.</p> <p>Year 3 - Teacher, Principal, Tech Leads, Librarians Apple will work collaboratively with the Department of Education to provide up to 45 professional development sessions during year 3 of the contract. As in Years 1 and 2, teachers will be able to choose from a range of classes appropriate to their skill levels or interests.</p> <p>A project timeline for professional development for 3700 teachers and administrators will be provided upon bid award. Qualifications of APD trainers can be found in Additional Appendix 9.</p> <p>Continuing Education Credit Apple provides for the availability of continuing education credits or recertification credit for teachers as a result of participation in these sessions across the duration of the project. Currently, Apple Professional Development has agreements with both Stanford and Ball State Universities to allow teachers to receive continuing education credits. Information for Ball State can be found at the following web site: www.apple.com/education/apd/credit.html</p> <p>A sample of the application letters for continuing education credit for Stanford and Ball State are included in Additional Appendix 9.</p> <p>It may be preferable for Maine educators to receive continuing education credits from a local university such as the University of Maine System. As part of the MLTI Apple will work with the Department of Education to initiate a continuing education credit arrangement with a selected Maine university.</p>



RFP Requirement	Apple's Response																
	<p data-bbox="748 312 1333 344">4-Year Training Overview for the MLTI Initiative</p> <p data-bbox="748 352 1409 415">The following chart briefly summarizes this professional development and training proposal:</p> <table border="1" data-bbox="748 445 1427 1644"> <thead> <tr> <th data-bbox="756 455 1049 497">Audience</th> <th data-bbox="1049 455 1427 497">Description</th> </tr> </thead> <tbody> <tr> <td data-bbox="756 497 1049 678"> YEAR 1 School Staff (up to 3700 participants) </td> <td data-bbox="1049 497 1427 678"> Up to 185 1-day regional training sessions for all participants prior to the start of the 2006 – 2007 school year </td> </tr> <tr> <td data-bbox="756 678 1049 858"> YEAR 2 School Staff (up to 900 participants) </td> <td data-bbox="1049 678 1427 858"> Up to 45 1-day regional training sessions for participants prior to or during the 2007 – 2008 school year </td> </tr> <tr> <td data-bbox="756 858 1049 1039"> YEAR 3 School Staff (up to 900 participants) </td> <td data-bbox="1049 858 1427 1039"> Up to 45 1-day regional training sessions for all participants prior to or during the 2008 – 2009 school year </td> </tr> <tr> <td data-bbox="756 1039 1049 1178"> YEARS 1, 2, 3 Tech Support Staff (up to 236 participants) </td> <td data-bbox="1049 1039 1427 1178"> 1-day regional training for identified tech staff prior to or during the 2006 – 2008 school years. </td> </tr> <tr> <td data-bbox="756 1178 1049 1358"> YEAR 1 School Administrators (up to 236 participants) </td> <td data-bbox="1049 1178 1427 1358"> 2-day leadership training for school administrators in the first year of project implementation (described in 3.7.2.2). </td> </tr> <tr> <td data-bbox="756 1358 1049 1497"> YEARS 1-4 </td> <td data-bbox="1049 1358 1427 1497"> Access to the Apple Digital School Community – Online just in time tutorials and collaboration technologies </td> </tr> <tr> <td data-bbox="756 1497 1049 1644"> YEARS 1-4 </td> <td data-bbox="1049 1497 1427 1644"> Access to the Learning Center – Installed on all iBooks for teacher, student and parent use. </td> </tr> </tbody> </table> <p data-bbox="748 1675 1427 1801">In Additional Appendix 9, please find an overview of the Apple Professional Development Framework and sample agendas designed to help Maine educators accomplish desired goals and objectives for teaching and learning.</p>	Audience	Description	YEAR 1 School Staff (up to 3700 participants)	Up to 185 1-day regional training sessions for all participants prior to the start of the 2006 – 2007 school year	YEAR 2 School Staff (up to 900 participants)	Up to 45 1-day regional training sessions for participants prior to or during the 2007 – 2008 school year	YEAR 3 School Staff (up to 900 participants)	Up to 45 1-day regional training sessions for all participants prior to or during the 2008 – 2009 school year	YEARS 1, 2, 3 Tech Support Staff (up to 236 participants)	1-day regional training for identified tech staff prior to or during the 2006 – 2008 school years.	YEAR 1 School Administrators (up to 236 participants)	2-day leadership training for school administrators in the first year of project implementation (described in 3.7.2.2).	YEARS 1-4	Access to the Apple Digital School Community – Online just in time tutorials and collaboration technologies	YEARS 1-4	Access to the Learning Center – Installed on all iBooks for teacher, student and parent use.
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3.7.2 Curriculum Integration and Professional Development

Item #	RFP Requirement	Apple's Response
	<p>The Provider will become a partner, providing ongoing consultation, advice, and assistance to the Director of Special Projects and the Maine Project team in the ongoing effort to increase the purposeful integration of learning technology into teaching, learning, and leadership.</p>	<p>Apple's proposed solution complies with this requirement.</p> <p>Upon award of the bid, Apple will work with the State of Maine to review the existing assistance to confirm that it is continuing to meet the State's needs.</p> <hr/> <p><i>"Teachers and students alike are used to the Apple platform and so I believe that any deviation from this would results in a substantial set back for the advancement of technology as a learning tool in our schools."</i></p> <p style="text-align: right;">Scott D. McFarland, Principal Mount Desert Elementary School</p>
3.7.2.1 Design and Oversight		
	<p>The Maine Department of Education, under the direction of the Commissioner and the Department's Director of Special Projects, developed a statewide strategy to support the leadership and professional development of teachers in the integration of learning technology into teaching and learning. This statewide strategy is based on the recommendations of an integration design team comprised of Maine's leading innovators, thinkers, and practitioners of professional development and school change in the middle school context. The strategy includes a building level needs assessment to determine leadership capacity, preconditions for change, and specific preparation and support needs.</p> <p>Based on this strategy and assessed needs, the Department designed and provides a comprehensive framework for teacher leadership and development in integrating</p>	<p>Apple will continue to maintain close communication and work with the Department of Education to support the realization of the statewide strategy to support leadership and the professional development of teachers as they integrate MLTI and other learning technologies into the teaching and learning of Maine students. Apple is also committed to helping the Department access other resources aimed at supporting leadership and the on-going professional development of teachers.</p> <p>To assist with infusing Maine's leadership message into every Maine middle school, Apple will provide a 2-day Principal Leadership Workshop for all participating Principals. Please see section 3.7.2.2 for more information.</p> <p>Apple understands and acknowledges this requirement.</p>



Item #	RFP Requirement	Apple's Response
	<p>technology. Delivery may utilize an array of existing resources and relationships in Maine, including higher education institutions, the Maine Mathematics and Science Alliance, the Maine Digital Media Group, and other content leaders, regional professional development alliances, and more. Delivery may utilize additional contracted entities. Beyond the scope of this Request for Proposal, a variety of resources will be utilized to meet the identified needs, which include state funds, additional federal funds, and grants received by the State for this purpose. The Department, with the advice and assistance of the integration design team, has responsibility and oversight for implementing this statewide professional development strategy.</p>	
3.7.2.2 Services by Provider		
	<p>The bidder may in its proposal provide a full description of the vendor's interest in, capacity for, and approach to providing resources, consultation, or support to the professional development of teachers to integrate fully and successfully personal, portable computer technology in instructional practice. These services would be evaluated in determining the overall quality of the bidder's Technical Services Proposal. Any proposed services must be consistent with the principles articulated in the report of the Task Force on the Maine Learning Technology Endowment. All resources must be aligned or adaptable to Maine statewide standards; the Learning Results; such standards for educator training and development as may be adopted by the Department;</p>	<p>In addition to accommodating the 3.7.1 Technical Training requirement with face-to-face professional development for 3700 teachers and staff, Apple is proposing the following value-add products and services in our solution for MLTI.</p> <p>Additional Professional Development and Resources</p> <p>Year 1 – 2-day Principal Leadership Workshop</p> <p>Apple recognizes that professional development for administrators is an essential component for success in 1 to 1 initiatives. To assist Maine in infusing this leadership strategies into every Maine middle school, Apple will provide a 2-day Principal Leadership Workshop in year 1. This leadership training will provide administrators with insight into the observation and supervision of instruction in a 1 to 1 learning initiative. Training for principals is vital to the success of the project. Several Apple trainers are former administrators who provide a base of knowledge in 1 to 1 learning initiatives. The principal training will also involve free access to a set of tools that will help them gather data to measure growth before the initiative, during and afterwards. The</p>



Item #	RFP Requirement	Apple's Response
	<p>and with Maine's approach to locally-developed curricula and assessment. The bidder may include a variety of curriculum integration resources or appropriate content, and assistance with the integration of these tools. These resources might include experts in the field of educational technology and access to research data and results in educational technology. The bidder may also provide consultation services and assistance to the Department or to the integration design team in the development of the statewide curriculum integration strategy. The bidder should describe the full potential for curriculum integration and system capabilities within the application of the proposed wireless network in the educational setting; describe how it would assist schools in identifying and achieving their desired level of curriculum integration and system capabilities; and describe the bidder's experience in maximizing student achievement with wireless networks in educational settings.</p> <p>Any resources, consultation, or other services described by the bidder must be fully adaptable and customizable to the statewide plan to be developed by the Department, must be coordinated with the delivery of other professional development opportunities contemplated in the plan, and must be deployed or utilized only as directed by the Department.</p>	<p>workshop is specifically called "Designing and Implementing an Evaluation Plan for Technology Instruction". We believe this offering will set the stage for increased success in every middle school.</p> <p>The Learning Center</p> <p>Included on every iBook, The Learning Center is a collection of tutorials that covers the fundamentals of the Mac OS X operating system and the iLife and iWork applications that come installed on the MLTI devices.</p> <p>Each Mac OS X Learning Center tutorial consists of between 5 and 15 topics. Each topic includes an instructional video with a voice over track and text captions. In addition, each tutorial includes printable step-by-step guides.</p> <p>Apple Digital School Community</p> <p>Apple Digital School Community (ADSC), is a web-based, interactive site designed for ongoing support and resources.</p> <p>The ADSC Courses area provides access to tutorials on the iLife suite, Mac OS X, general care and troubleshooting, and using the Internet. These courses include instructional videos and hands-on activities and can be accessed repeatedly as needed. New tutorials are added and updated on a regular basis and some include an "In the Classroom" section, including step by step advice on how to use digital tools in the design of teaching and learning activities.</p> <p>The ADSC Resources area contains content related resources including complete access to netTrekker classic, an award-winning academic search engine that provides fast and easy access to more than 180,000 educator-selected online resources aligned with state standards.</p> <p>The ADSC Conversations area supports collaboration and sharing. This area provides ongoing support for the logistical and practical challenges confronting educators and engages them in collaborative dialogue with other educators working to use technology to promote student achievement. Private conversation areas can be set up for smaller groups of teachers to collaborate in a less public context and for sharing resources with a subset of the community.</p>



Item #	RFP Requirement	Apple's Response
		<p data-bbox="743 302 1122 338">Online Instructional Resources</p> <p data-bbox="743 344 1133 380">The Apple Learning Interchange</p> <p data-bbox="743 386 906 422">ali.apple.com</p> <p data-bbox="743 428 1406 632">In support of the Professional Development experience for Maine educators, Apple Professional Development will utilize practices and resources from our highly successful and established Apple Learning Interchange (ALI). Through ALI, Apple offers a free online space including:</p> <ul data-bbox="769 638 1425 1304" style="list-style-type: none"><li data-bbox="769 638 1425 898">• Published “exhibits” of teaching practice. This is a repository for educators, incorporating movies and photos and descriptions of classroom practices. These exhibits also incorporate student work, alignment to standards, samples of assessment practices and links to multiple resources. Teachers will be given the opportunity to publish in this “teacher gallery”.<li data-bbox="769 905 1341 1066">• Digital Learning Events, presenting live (and archived) events such as technology demonstrations, electronic field trips, best-practices vignettes, and presentations from education experts.<li data-bbox="769 1073 1425 1304">• iLife in the Classroom Lesson Plans - A collection of lesson starters to show how educators can use iLife applications in the classroom – in language arts, math, science, social studies, and other subject areas. These award-winning examples come from educators who are using iLife applications to enhance their curricula and student performance. <p data-bbox="743 1331 976 1367">MLTI Videography</p> <p data-bbox="743 1373 1433 1556">During the first MLTI, Apple paid for Geoffery Leighton of Leighton Images to capture video of the initiative and create three (3) DVD's that highlight the story. Apple will work with the Department to continue this initiative and provide video content that promotes parent involvement and highlights student work.</p> <p data-bbox="743 1583 935 1619">iTeam Training</p> <p data-bbox="743 1625 1433 1850">A select group of students representing all MLTI schools will be invited to participate in a one day training during years 1-3 of the contract designed to update these local student support teams on Apple updates and train them in hardware and software support at the local level. In turn, local schools might utilize the iTeams to provide parent training on an on-going basis.</p>



Item #	RFP Requirement	Apple's Response
		<p>Apple Training Center in Maine</p> <p>For many technicians, technology coordinators and teachers the opportunity to advance their skills includes advanced training beyond what has been discussed to this point. To that end, Apple has established an authorized Training Center in Maine. We have shown over the past four years that technicians and educators will come from around the state to participate in professional development, technical training events and user-group discussions that impact the whole school community.</p> <p>Apple will continue to offer technicians, technology coordinators and teachers additional opportunities that will address specific needs around the MLTI, and other Apple products that they request.</p> <p>iTunes U and the MLTI</p> <p>iTunes U is a free, hosted service from Apple that uses the iTunes Music Store infrastructure for managing, distributing, and controlling access to audio, video or PDF content within an educational institution or group. iTunes U can fit into a total solution for creating, managing, and distributing educational content, including professional development content, and can be accessed by all via our free iTunes software, available for both PCs and Macs.</p> <p>The University of Maine will be one of the first customers in the state to become an iTunes U site. It is envisioned that the MLTI and the Maine DOE can work with the University, specifically with the College of Education and Human Development, to become users and contributors of content to their iTunes U site. An example of this process might include a podcast developed at or by UMaine or by any middle school teacher in the state. This content can be put up on the UMaine iTunes U site, and through RSS, subsequent content is automatically delivered through iTunes to all users that have subscribed. A further example of this might be a professional development course that can be set up and delivered via the UMaine iTunes U site to a group of teachers throughout the state, who can ultimately contribute content back into this system thereby enhancing the overall learning experience.</p> <p>We look forward to discussing this further with the MLTI project team and facilitating the implementation with the University of Maine.</p>



Item #	RFP Requirement	Apple's Response
		<p style="text-align: center;">University of Maine Middle Level Technology Vision</p> <p><i>"The Middle Level Program at the University of Maine has been at the forefront in leading Maine in the development of effective middle level education. Technology has always been central to student learning and professional development efforts in middle level education, and was taken to a significantly higher level with the advent of MLTI. Therefore, the Middle Level Program at the University of Maine College of Education and Human Development has made a commitment to producing, organizing, and distributing high quality electronic resources to support learning for future educators at all levels, practicing middle level educators, and middle level students through the vehicles of iTunes U and NoteShare."</i></p> <p style="text-align: right;">Jim Chiavacci Instructional Technologist College of Education and Human Development University of Maine</p> <p style="text-align: right;">Gert Nesin Clinical Instructor in Education College of Education and Human Development University of Maine</p>

3.7.3 Additional Training and Development Resources

RFP Requirement	Apple's Response
<p>The bidder may describe optional, additional training, professional development, or consulting resources that could be provided beyond the scope of this RFP to the Department or to local school units, with an appropriate additional, optional cost schedule.</p>	<p>As indicated in our response to Section 3.7.1, Apple offers a full range of training and online resources from Apple Professional Development, the Apple Training Center in Maine, and Apple World Wide Customer Training. For more information, visit:</p> <p>http://train.apple.com</p> <p>http://www.apple.com/education/apd</p>



3.7.4 Coordination with Initiatives on Parent Involvement and Home Use

RFP Requirement	Apple's Response
<p>Students spend only a limited amount of time in school, but have the opportunity to learn all day long. By utilizing portable computer devices that can travel home with students, the MLTI helps those who would otherwise be without home access to have the same opportunities to enhance work product and further research subject matter of particular interest as their peers with home access already enjoy. Further, parents may benefit from having the device at home as a way to check on a student's progress, support and coach students' achievement, and interact with teachers via E-mail and other means. Although the computer devices would have portability to allow home access, home use policies will be determined by each school unit.</p> <p>Under these circumstances, the level of understanding and involvement in the project by the family will have considerable importance in determining the success of this innovative educational development.</p> <p>The Department intends to develop strategies to support parent involvement, and to identify or seek additional resources for the task of preparing parents for the arrival of the computers and supporting them in their involvement when the project is in operation. These resources are beyond the scope of this RFP.</p> <p>The successful bidder must be prepared to coordinate contract activities in a manner conducive to the success of any such parent involvement initiatives that may be developed by the Department. In addition, the bidder may describe any relevant experience or resources that the bidder could provide, whether as part of the bid or on an optional cost schedule, that are related to the success of a parent involvement initiative that will be developed.</p>	<p>Parent Involvement</p> <p>Apple understands that student success in school is directly linked to parent involvement in the process. Utilizing technology to link schools, families, and students is a powerful strategy to improve education by breaking down the barriers of time and schedules. MLTI can provide an integrated model for communications between home and school through the use of email, podcasts, blogs, and websites.</p> <p>Apple's Northeast Education Development team will develop and implement programs including but not limited to:</p> <ul style="list-style-type: none">• Parent Night Kits for all MLTI schools A presentation in Keynote, PowerPoint, and QuickTime formats will be provided to all schools introducing parents to the enhanced MLTI. Email and paper invitations will be provided along with other materials that allow the school administration to properly showcase the MLTI to parents.• Student Showcase Apple will sponsor one student showcase each year of the contract to highlight student work. These showcases will highlight evidence of learning in the MLTI and include student presentations to parents. <p>Home Use</p> <p>Apple will work with the department and local schools in the development of strategies that support the use of technology while at home. It is understood that decisions related to home use will be made at the local level, so communication on this topic will be made with the administration of each school.</p>



3.8 Support and Maintenance

"It is a true benefit that Apple provides the hardware, software, and the wireless network. I have never had to be tossed around from one vendor to another with problems."

**Mike Arsenault, Technology Integration Specialist
Lake Region Middle School**

RFP Requirement	Apple's 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 4 years.</p> <hr/> <p><i>"Support... it has been excellent! The Apple team has been fantastic. There is no support I'd rather call than Apple!"</i></p> <p>Dana Morrison, Technology Coordinator East Grand School</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 will be teachers, administrators, and technical coordinators. Bidders should note that UNET currently provides MSLN support. The bidder will de-scribe 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's Response
<p>The vendor will fully describe the process and plan that will be utilized whenever a break/fix event occurs within the school's computing environment. This will cover the entire process of repairing or replacing a portable computing device or any of the solution infrastructure. The infrastructure is defined as switches, servers, LAN devices, relevant cabling, 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. For detailed processes and procedures, please refer to Additional Appendix 10, "MLTI Local Dispatch Primer".</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 spare portable computing devices should be based on the bidder's experience with these devices in other, similar environments.</p>	<p>Apple's proposed solution complies with this requirement.</p> <p>Per section 3.6.5.1:</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 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 an iBook for more than 24 hours, provided the schools dispatch the repair on the day the unit is reported defective.</p>
<p>The bidder must represent and warrant that the information technology for this Agreement is Year 2000 compliant. Year 2000 compliant means that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, Year 2000 compliant information technology, when used in combination with other information technology, shall accurately process date/time data if the other information</p>	<p>Apple's proposed solution complies with this requirement.</p>



RFP Requirement	Apple's Response
technology properly exchanges date/time data with it. This warranty shall survive the expiration of this Agreement for any solution assets retained by the Department.	

3.8.1 Solution Support

RFP Requirement	Apple's Response
Each bidder must address—at a minimum—the items above, as well as the requirements of Section 3.5 (Performance and Quality), 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>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. For details on the associated process, please refer to Additional Appendix 10 – “MLTI Local Dispatch Primer”.</p> <hr/> <p><i>“In our District, we have in excess of 1200 OS X based laptops, desktops, and servers which are managed and supported by just 2 full time technicians. We are able to support these numbers due largely to the stability of the operating system and the ease of training end users. In my experiences from a previous position, this is not possible with Windows.”</i></p> <p>Trey Bachner, Director of Technology Falmouth School Department</p>

3.8.2 Service and Support Plan

RFP Requirement	Apple's Response
As part of the Project Plan, the awarded vendor will provide a complete Service and Support plan. Each bidder will acknowledge here its responsibility to do so should it become the Provider.	<p>Apple's proposed solution complies with this requirement.</p> <hr/> <p><i>“Apple's repair depot system, in comparison to other companies is nothing short of incredible. Unlike anything I have seen before.”</i></p> <p>Pete Rohde, MLTI Coordinator Greely Middle School</p>



3.9 Project Management and Implementation

RFP Requirement	Apple's 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 Computer is proud to be a part of the world's largest educational computing initiative, and will apply the knowledge gained during the project to deliver a professional implementation for Maine. Upon award, Apple will develop a project plan that will provide clear deliverables and objectives for all of the aspects of the implementation.</p> <hr/> <p><i>"I have been extremely impressed with Apple's handling of the Maine Learning Technology Initiative over the last three years. They have shown professionalism and expertise from the start of this project with the installation of the wireless network in our school to the rollout of equipment, setup, training and tech support. It is unimaginable for a deployment of this size and scale to be handled so well. "</i></p> <p style="text-align: right;">Joe Spinazola, Technology Coordinator Bucksport School Department</p>

3.9.1 Project Plan and Deliverables

Item #	RFP Requirement	Apple's 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>Apple's proposed solution complies with this requirement.</p>
3.9.1.1	Project Plan	
	<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.</p>	<p>Apple agrees with this requirement and will continue to provide project plans and review updates with the State of Maine as we have with the previous project.</p>



Item #	RFP Requirement	Apple's Response
	<p>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, Training 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>	
3.9.1.2 Validation Testing		
	<p>This will be system testing, in Maine 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 equipment in Maine school environments and will assure the Department that the solution is acceptable for production deployment. The test will include up to eight (8) schools and must be successfully completed by June 5, 2006.</p>	<p>Upon award, Apple will work with the State of Maine to determine the metrics by which the validation testing will be judged. An accelerated implementation plan will be followed for the 8 schools and validation will be completed in accordance with the requirement. Four years ago Apple was able to meet a similar timeline and Apple agrees to that timeline again.</p>
3.9.1.3 Educational Conferences		
	<p>Participation in at least twenty (20) educational conferences or meetings annually in conjunction with the Maine Department of Education, 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 2006.</p>	<p>Apple complies with this requirement. As in the previous project, Apple will use project staff to assist the Maine Department of Education in the conduct of Regional Meetings and Content Meetings. Apple will also continue to participate in the educational conferences conducted in Maine.</p> <p>Participation in the Maine Libraries Conference In recognition of the importance of the role that Librarians play in teaching and learning, Apple is committing to attend and participate in the Maine Libraries Conference, offering technology sessions for Librarians and Media Specialists on effective use of Apple technologies in research and curriculum</p>



Item #	RFP Requirement	Apple's Response
		<p>integration. This will showcase best practices for using Apple solutions in a media/research environment, and assist Librarians and Media Specialists in getting the most from their MLTI iBooks.</p> <p>Showcasing Maine's Leadership Maine has led the nation into the 21st century with the integration of technology into teaching and learning pervasively across all middle schools in the state. The digital divide barriers have been torn down. New instructional models have been invented. Teaching is different, and students are exploring learning in ways never imagined before. There is much to be learned from Maine's experience, and Apple wants to play a role in showcasing the success of MLTI. Apple will work with school leaders and those from the Department involved in this initiative to participate as presenters at both national and local education conferences to share the success factors of MLTI. Apple offers to pay expenses associated with these activities. Invitations to participate will be managed by Apple's Area Development Manager.</p> <p>In addition to educational conferences, the Apple Area Development Manager will work with the Department in the development of new success stories that will be highlighted on the Apple website. During the first MLTI initiative, multiple stories were developed including a new story recently published on February 15, 2006. The latest story can be found on the web at: www.apple.com/education/profiles/maine2006/</p> <p>Additional stories on MLTI can be found at: www.apple.com/education/profiles/</p> <p>We have provided two of these success stories in Additional Appendix 1.</p> <p>During the first month of the project, the Apple Area Development Manager will meet with representatives from the Department to establish a public relations plan. This cooperative plan will be established to clearly define a communications and public relations strategy that benefits both the State of Maine and Apple. Discussions of involvement in local and national conferences along with communication to press organizations, and school visitation strategies will be explored. The goal of this plan will be to clearly articulate the positive outcomes of MLTI to an international audience and bring deserved recognition to the State of Maine.</p>



Item #	RFP Requirement	Apple's Response
3.9.1.4	Implementation	
	<p>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 15, 2006. Note that certain schools in Maine begin the school year in early August, and therefore those schools should have equipment installed and tested first no later than July 20, 2006.</p>	<p>Apple complies 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 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>Apple complies with this requirement.</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. Both hardcopy and 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 a customer sign off packet. That packet will include warranty information, help desk information, and product manuals for the installed AirPort Base Stations, UPS devices, and network switches. 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.</p>



Item #	RFP Requirement	Apple's Response
	<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 DOE Project Manager.</p>	<p>Apple complies with this agreement and will use the network installation and sign off process that has evolved from the experience in installing 248 wireless networks throughout Maine.</p>
3.9.1.5 Training		
	<p>Training for systems and applications must be provided for the participating schools' teachers and technical support people. Training times and locations should be convenient to the target personnel, and school personnel should have multiple options to sign up for training in their region. The initial schedule should offer all personnel who teach 7th and 8th graders the opportunity to participate in training prior to the beginning of the 2006-07 school year. Depending upon utilization, training may also be offered throughout the first school year. Those schools that have earlier school year start dates will receive priority scheduling to ensure that the training is completed with sufficient lead time.</p>	<p>Apple complies with this requirement. Please see section 3.7.1 for a Year 1 Training Plan designed to accommodate up to 3700 participants prior to the start of the 2006-07 school year. Note that the frequency of available sessions by region allows participants multiple opportunities to attend training in the summer of Year 1.</p>
3.9.1.6 Support and Service		
	<p>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 Learning Technology program.</p>	<p>Apple's proposed solution complies with this requirement.</p> <hr/> <p><i>"Apple's support has been the very best that I have ever experienced in any project. The turnaround for help is immediate. The help desk is very accessible. The turnaround for computer repair happens in one day. That's unheard of anywhere! The Apple support on the other end of the phone is always supportive."</i></p> <p>Debbie Jamieson, Integration Mentor Pembroke Elementary School</p>



3.9.2 Timeline

RFP Requirement	Apple's Response
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.	Apple agrees with this requirement and will continue to provide project plans and review updates with the State of Maine as we do for the current project.

3.9.3 Project Staffing

RFP Requirement	Apple's Response										
An in-State experienced, qualified, and effective project team will be identified and provided, subject to approval by the DOE Project Manager and Director of Special Projects. 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 C 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, and a Technical Engineer.	<p>Apple will provide the following in-state staff to support this project: one Project Manager, one part-time Assistant Project Manager, two Technical Engineers, one Education Specialist, one part-time Training Coordinator, and one part-time Office Manager.</p> <p>The responsibilities of each staff member are outlined in the table below:</p> <table border="1"> <thead> <tr> <th>Position</th> <th>Responsibilities</th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td>Overall Responsibility Contract Management Contractor/Third Party Management Coordination and Communication Issue Escalation</td> </tr> <tr> <td>Assistant Project Manager</td> <td>Network Installation Coordination School Readiness Checklist Approvals Proof of Delivery Confirmation Oversight of Network Operating Center Setup</td> </tr> <tr> <td>Education Specialist</td> <td>Professional Development Programs Coordination with Apple Professional Development Assessment Planning and Coordination Coordination of MLTI with other DOE Programs</td> </tr> <tr> <td>Training Coordinator</td> <td>Professional Development Logistics Professional Development Scheduling</td> </tr> </tbody> </table>	Position	Responsibilities	Project Manager	Overall Responsibility Contract Management Contractor/Third Party Management Coordination and Communication Issue Escalation	Assistant Project Manager	Network Installation Coordination School Readiness Checklist Approvals Proof of Delivery Confirmation Oversight of Network Operating Center Setup	Education Specialist	Professional Development Programs Coordination with Apple Professional Development Assessment Planning and Coordination Coordination of MLTI with other DOE Programs	Training Coordinator	Professional Development Logistics Professional Development Scheduling
Position	Responsibilities										
Project Manager	Overall Responsibility Contract Management Contractor/Third Party Management Coordination and Communication Issue Escalation										
Assistant Project Manager	Network Installation Coordination School Readiness Checklist Approvals Proof of Delivery Confirmation Oversight of Network Operating Center Setup										
Education Specialist	Professional Development Programs Coordination with Apple Professional Development Assessment Planning and Coordination Coordination of MLTI with other DOE Programs										
Training Coordinator	Professional Development Logistics Professional Development Scheduling										



RFP Requirement	Apple's Response	
		Ongoing Professional Development Opportunities
	Technical Engineer	Software Restore Image Creation Technical Support AppleCare Liaison Hardware Issues Escalation Software Issue Escalation
	Technical Engineer	Network Operating Center Setup Hosting Provider Liaison Backup System Monitoring Software Update Delivery System Server Systems Administration Technical Support FAQ's
	Office Manager	Office Operations Tracking Assets Tracking Shipments Meeting Minutes

3.9.4 Coordination with Schools

RFP Requirement	Apple's Response	
<p>The Provider will work with DOE 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 customary schedule. Such accommodation must not include any additional, premium or overtime charges.</p>	<p>Apple complies with this requirement and will work with the DOE and schools similar to the process that was employed in 2002 when the wireless networks were installed.</p> <p>Upon award, Apple and its subcontractors will finalize scheduling of installation to be the least intrusive to the school environment. As noted in the RFP requirement, if the school elects to add additional requirements, it must do so at its own cost.</p>	



3.9.5 Work Within Schools

RFP Requirement	Apple's Response
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.	Apple's proposed solution complies with this requirement. Details of installed networking equipment can be found in Appendix D.
<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">• IEEE Institute of Electrical and Electronic Engineers• TIA/EIA Telecommunications Industry Association/Electronic Industry Association• ISO/IEC International Organization for Standardization/Equipment Installer's Code	<p>Apple's proposed solution complies with this requirement.</p> <p>All network drops will be category 5; each will be certified and tested per TIA/EIA/ISO specifications. Wiring and mounts will be installed securely; positioning to be determined based on physical parameters. The use of cable raceways and or service poles may be required to assist in ensuring the integrity of the wiring. Installations will meet the wiring codes for the State of Maine.</p>

3.9.6 Change Control

RFP Requirement	Apple's Response
A change control process (see Appendix A, Rider A, Part Two, Section 7) 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.	Apple will continue to use the change control process established with the State of Maine during the last 4 years of the project



3.9.7 Project Management and Reporting

RFP Requirement	Apple's Response
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.	Apple will continue to provide monthly reports and will work with the DOE to examine desired changes to the content.

3.9.8 Ongoing Improvements

RFP Requirement	Apple's Response
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 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>Apple is committed to providing ongoing improvements to the project. The core operating system will be covered under the Apple Maintenance Program (AMP), providing the State with access to the latest versions of the operating system for the proposed device throughout the term of the contract.</p> <p>In addition to providing updated versions of our core operating system, Apple, in consideration of our State of Maine partnership, will provide 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 ports and features. Our products and services are able to adapt to evolving technology.</p> <hr/> <p><i>"Apple has continually listened to the people in the field and has attempted to put systems in place that make the job of managing the laptop program very easy."</i></p> <p>Gary Lanoie, Technology Director Cape Elizabeth School Department</p>



Section IV – Bid Price and Supporting Details

4.4.1 Cost Schedule A – Solution Cost

COST SCHEDULE A – Solution Cost Fixed Cost per Seat for Wireless Classroom Solution	
TOTAL COST PER SEAT PER YEAR FOR 4 YEARS	\$289.00

Items Included in Cost:

Line Item	Item Description
1	iBook with 1GB of RAM, AirPort Card, etc.
2	AppleCare Protection Plan
3	Carrying Case
4	Restore Image
5	Virus Protection Software
6	Infrastructure
7	Wireless Network Upgrade
8	Licensing Fees and Infrastructure Support
9	Professional Development/Training
10	Project Management
11	Support
12	Support Events



4.4.2 Cost Schedule B – Optional Items

Line Item	Apple Part No.	Description	Cost
1	n/a	PowerSchool student information system (Pricing will vary based on district size and implementation)	TBD
2	M9954Z/A	Apple Remote Desktop 2.2 Unlimited Client	239.00
3			
4			
5			
6			
7			
8			
9			
10			



4.4.3 Cost Schedule C – Pricing Schedule for Additional Maine Educational Groups

COST SCHEDULE C – Solution Cost Pricing Schedule for Additional Maine Educational Groups Fixed Cost per Seat for Wireless Classroom Solution	
TOTAL COST PER SEAT PER YEAR FOR 4 YEARS	\$289.00

Items Included in Cost:

See detail in Cost Schedule A for schools which meet the criteria outlined in Apple's response to Section 3.3.5.



4.4.4 Payment Schedule

RFP Requirement	Apple's Response
<p>Consistent with the specifications of this RFP, the State shall make regular payments based on deliverables successfully implemented, or on the number of seats in service, starting with the first quarter of fiscal year 2006-07. Payment is based on delivery and completion of applicable, Department-approved Project Plan elements for each period; the final acceptance of equipment as described in Subsection 3.9.1.4 of the RFP (Implementation); substantial compliance with all service specifications in Section 3 (Scope of Work); and avoidance or satisfactory cure of any other deficiency that has or could trigger liability for liquidated damages.</p>	<p>All pricing and payment terms for Product leases in the Provider's response are contingent on the leases qualifying for income tax-free treatment under the Internal Revenue Code, as provided in the First Amendment of the MLTI Agreement, and upon the terms substantially similar to those found in the said First Amendment, now reading as follows:</p> <p>Hardware Purchase Component: All Device and Device Software provided to the Department pursuant to this Agreement will be purchased subject to the terms of the Master Lease Purchase Agreement. Payment for the devices following acceptance by the Department will be according to separate lease Schedules (as defined in the Master Lease Agreement).</p> <p>Service Component: Payment for services and equipment provided by Apple, and third-party software not included in the Hardware Component will be made following acceptance by the Department, as described below, in accordance with an agreed-upon payment schedule. Title to the equipment and third-party software shall transfer to the Department upon shipment, without any additional cost to the Department.</p> <p>Payment is based on delivery and completion of applicable, Department-approved Project Plan elements for each period; the final acceptance of equipment as described in Subsection 3.9.1.4 of the RFP (Implementation); and substantial compliance with all service specifications in Section 3 of the RFP (Scope of Work).</p> <p>The Department will process approved invoices within the timeframes established in Rider A, Part Two, paragraph 14.</p> <p>Certain third party licenses are purchased on a subscription basis for the term of the Agreement. At the end of the first year, Maine has the option to cancel certain subscription licenses and receive a refund. The amount of refund Maine will receive is dependent on the amount Maine has paid for such subscription licenses to date.</p>



Section V – Provider Qualifications

4.5.1 Bidder Identification and Information

RFP Requirement	Apple's Response
State the organization's full company or corporate name and give the address of the organization's headquarters office.	Apple Computer, Inc. ("Apple") 1 Infinite Loop Cupertino, California 95014
Specify how the entity is organized (proprietorship, partnership, corporation).	Apple is a publicly held and traded for-profit corporation.
Specify the state in which the bidder is incorporated or otherwise organized to do business.	Apple is incorporated in the State of California.
Specify the year in which the bidder was first organized to do business and whether or not the form of organization has changed in the interim (such as by subsequent incorporation, merger, or other organizational change) and any name changes.	Apple was incorporated on January 3rd, 1977 and has been in operation continuously since its incorporation date. Its form of organization has not subsequently changed, nor has its name.
Provide its Federal Tax Identification Number.	94-2404110



4.5.2 Financial Statements

RFP Requirement	Apple's Response
<p>Evidence of adequate financial stability must be supplied. Bidders must provide financial documentation to establish their financial stability.</p>	<p>Apple Computer, Inc. ended fiscal year 2005 with over \$8.2 billion in cash. Cash generation has been largely a function of increasing profitability and efficient working capital management. Additionally, Apple has no short-term or long-term debt.</p> <p>While many companies struggled after the Internet economic bubble burst in 2001, Apple made the strategic decision to invest through this downturn, and those investments have clearly paid off. Revenue climbed from \$5.4 billion in 2001 to \$13.9 billion in 2005 while earnings surged to \$1.335 billion in fiscal 2005.</p> <p>Apple has continued to build cash while making significant investments in its retail store initiative and research and development to poise the company for ongoing growth. Apple currently has over 130 retail stores that host over one million visitors each week. Revenue through Apple's retail stores last fiscal year averaged \$22.5 million per store.</p> <p>Apple continues to lead the industry in innovation with its award-winning desktop and notebook computers, OS X operating system, and iLife and professional applications. Apple is also spearheading the digital music revolution with its iPod portable music players and iTunes online music store.</p> <p>Apple's five most recent 10-K filings are available to download at: www.apple.com/investor</p>
<p>Any proposed subcontractor whose percentage of work to be performed (measured as percentage of total agreement price) equals or exceeds 20 percent, must submit the required information as well.</p>	<p>Apple does not anticipate that any of its subcontractors will perform more than 20% of the work on this project.</p>
<p>If the bidder is a publicly held corporation, enclose a copy of the corporation's most recent three years of audited financial reports and financial statements and the name, address and telephone number of a responsible representative of the</p>	<p>Please refer to Appendix E for this information.</p>



<p>bidder's principal financial or banking organization, and a responsible representative from the corporation's audit firm.</p>	
<p>Additionally, the bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization; or warrant that no such condition is known to exist.</p>	<p>Apple is subject to various legal proceedings and claims. Apple is also subject to certain other legal proceedings and claims that have arisen in the ordinary course of business and which have not been fully adjudicated. In the opinion of management, Apple does not have a potential liability related to any current legal proceedings and claims that would individually or in the aggregate have a material adverse effect on its financial condition, liquidity or results of operations.</p> <p>However, the results of legal proceedings cannot be predicted with certainty. Should Apple fail to prevail in any of these legal matters or should several of these legal matters be resolved against Apple in the same reporting period, the operating results of a particular reporting period could be materially adversely affected. Apple settled certain matters during 2005, which did not individually or in the aggregate have a material impact on Apple's results of operations.</p>
<p>The bidder must submit a complete credit report dated from a recognized accounting firm not more than 60 days prior to the proposal submission.</p>	<p>Apple is a publicly owned and traded corporation. Evidence of Apple's financial solvency and creditworthiness may be obtained in the form of the corporation's SEC-mandated financial reports, available at:</p> <p>www.apple.com/investor/</p>



4.5.3 Office Location

RFP Requirement	Apple's Response
<p>State the address of the bidder's office location responsible for performance under the resulting agreement with the State of Maine in the event the bidder becomes the selected Provider.</p>	<p>Maine Project and Training Office: Apple Computer, Inc. Pineland Campus 41 Campus Drive, Suite 301 New Gloucester, ME 04260</p> <p>Maine Depot (maintenance facility): 30 Thomas Drive Westbrook, Maine 04092</p> <p>New England Office: Apple Computer, Inc. 111 Huntington Avenue, 5th floor Boston, Mass. 02199</p> <p>Additional Offices: Apple Computer, Inc Corporate Headquarters 1 Infinite Loop Cupertino, CA 95014</p> <p>Apple Computer, Inc. National Customer Support Site 12545 Riata Vista Circle Austin, TX 78727</p>
<p>If the bidder expects to establish new or additional Maine office(s), please state the proposed or specific location of these offices.</p>	<p>Not applicable.</p>



4.5.4 Relationships with State

Item No.	RFP Requirement	Apple's Response
	In this section, the bidder shall describe any relationships it or its subcontractors may have or have had with the State over the last 24 months. If no such relationship exists, so declare.	
4.5.4.1	Prior and Existing Agreements	
	If the bidder, or its predecessor, or any subcontractor in the bidder's proposal has contracted with the State of Maine, identify the agreement number and/or any other information available to identify such agreement(s). Bidders should be prepared to provide a copy of each agreement to the Department if requested. If no such agreements exist, so declare.	Apple's proposed solution complies with this requirement. Apple Computer, Inc. Apple has/had a total of four contracts with the State of Maine: <ul style="list-style-type: none">• EPA (Education Purchase Agreement) since 4/22/85, expires 3/31/07• GPA (Government Purchase Agreement) 4-15-88 through 3/22/97• State of Maine Agreement to Purchase Services, dated December 27, 2001 in response to the Maine Learning Technology Wireless Classroom Solution RFP #901001. Expires June 30, 2006.• State of Maine Department of Education Agreement to Purchase Services, dated August 20, 2004. Agreement number U068904471. "Cost of implementation for 9th-12th grade students and educators." Bell Industries, Inc. Bell Industries, Inc. does not currently have any contracts in place with the State of Maine. Nexus Management, Inc. Nexus has a total of three contracts with the State of Maine: <ul style="list-style-type: none">• CP20051327• CP2003297• CP2003170



4.5.4.2 Bidder's Employee Relations to State	<p>If any party named in the proposal is or was an employee of the State of Maine within the past 12 months, identify the individual(s) by name, State agency by which employed, job title or position held with the State, and separation date. If no such relationship exists, so declare.</p>	<p>Apple and its subcontractors comply with this requirement.</p> <p>Apple does not currently have or has not previously had in the last twelve months, any employees working as an employee of the State of Maine.</p>
4.5.4.3 Persons Employed by both State and Vendor	<p>If any employee of any agency of the State of Maine is employed by the bidder, or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this procurement. If no such relationship exists, so declare.</p>	<p>Apple and its subcontractors comply with this requirement.</p> <p>Apple does not currently have or has not previously had in the last twelve months, any employees working as an employee of the State of Maine while concurrently working for Apple.</p>



4.5.5 Contract Performance

RFP Requirement	Apple's Response
<p>If the bidder, or any proposed subcontractor, has had a contract terminated for default during the past three years, all such instances must be described as required below. Termination for default is defined as notice to stop performance due to the bidder's nonperformance or poor performance.</p> <p>Bidders must submit full details of all terminations for default experienced by the bidder during the past three years, including the other party's name, address and telephone number. The response to this subsection must present the bidder's position on the matter. If no such terminations for default have been experienced in the past three years, so declare.</p>	<p>Apple Computer, Inc. Apple declares that no such terminations for default have been experienced in the past three years.</p> <p>Bell Industries, Inc. Bell Industries, Inc. declares that it has experienced no such contract terminations in the last three years.</p> <p>Nexus Management, Inc. Nexus declares that no such terminations for default have been experienced in the past three years.</p>
<p>If at any time during the past three years, the bidder has had a contract terminated for convenience, nonperformance, non-allocation of funds, or any other reason, which termination occurred before completion of all obligations under the initial contract provisions, describe fully all such terminations including the name and address of the other contracting party and the circumstances surrounding the termination.</p> <p>If no such early terminations have occurred in the past three years, so declare.</p>	<p>Apple Computer, Inc. Apple states that it has had instances in the last three years where Apple or its customers have terminated for convenience in accordance with the terms of those agreements. To the greatest extent permitted by law, Apple considers this information confidential.</p> <p>Bell Industries, Inc. Philip Morris USA terminated a contract for convenience with Bell Industries, Inc. with one month left on a 60-month contract to facilitate moving their help desk offshore with IBM Global Services.</p> <p>Nexus Management, Inc. Nexus declares that no such early terminations for default have been experienced in the past three years.</p>



4.5.6 Bidder's Qualifications and Experience

RFP Requirement	Apple's Response								
<p>Bidders shall provide a summary which lists their previous work that is—in size, scope and complexity—similar to the services requested in this RFP. The participating managers and staff must be identified for each project listed – along with an indication of whether these individuals are proposed for Maine's project. Vendors must copy the form provided in Appendix B and use it to describe each project. The information must be provided for both the prime contractor and all subcontractors.</p> <p>The bidder will address the areas listed below. Bidders must provide narrative descriptions to highlight the similarities between their experience and the services requested in this RFP. Bidder and subcontractor experience will be listed separately. Bidders will identify projects on which they gained experience in the following areas and indicate if they were the prime contractor or subcontractor.</p> <p>The minimum experience areas to be addressed include:</p> <ul style="list-style-type: none"> • Wireless computer networks, especially in school settings • Grades 7-8 school projects • Project management, especially with multi-site projects • Support and maintenance of deployed systems • Experience maximizing student achievement with personal digital learning devices on wireless networks in educational settings <p>Bidders shall provide at least 2-3 customer references who, from a customer perspective, can attest to the bidder's qualifications and experience in each of the above areas, including the level and quality of service the customer reference has experienced, focusing particularly on K-12 wireless classroom solutions. Each customer reference must include the company name, the name of one or more official contacts within the company, the company address, phone number(s), an indication of how long the customer and the bidder have had a relationship, and a brief description of that</p>	<p>Please refer to completed Appendix B forms, attached in the Appendices of Apple's proposal.</p> <p>This sections requires a list of previous work that is similar in size, scope and complexity to the requested solution. The current MLTI project is unique in all three categories. While some projects, such as our work in Broward County, are almost the same size in terms of actual iBooks deployed, no other project is spread over an entire state or is installed in over 236 different schools.</p> <p>The most compelling example of our ability to deliver lies in our past and current performance on the MLTI project. In regard to personnel, we plan to utilize the same project team that is in place today, and, in fact to augment this team with additional personnel to promote the continuing improvement of services provided to students and educators.</p> <p>References:</p> <table border="1" data-bbox="820 1102 1425 1894"> <tbody> <tr> <td data-bbox="828 1113 1063 1155">1. Reference</td> <td data-bbox="1066 1113 1417 1627">Broward County Public Schools. Broward County Public Schools deployed a 1 to 1 Learning environment in four schools in the fall of 2004. While our referential focus for is the Digital Learning Environment Study, Broward County can provide many instances of work completed within the county beyond this implementation over many years.</td> </tr> <tr> <td data-bbox="828 1638 1063 1690">Address</td> <td data-bbox="1066 1638 1417 1690">600 SE Third Avenue</td> </tr> <tr> <td data-bbox="828 1701 1063 1753">City/State/Zip</td> <td data-bbox="1066 1701 1417 1753">Fort Lauderdale, FL 33301</td> </tr> <tr> <td data-bbox="828 1764 1063 1816">Contact</td> <td data-bbox="1066 1764 1417 1879">Angela Coluzzi, Director Education Technology Services</td> </tr> </tbody> </table>	1. Reference	Broward County Public Schools. Broward County Public Schools deployed a 1 to 1 Learning environment in four schools in the fall of 2004. While our referential focus for is the Digital Learning Environment Study, Broward County can provide many instances of work completed within the county beyond this implementation over many years.	Address	600 SE Third Avenue	City/State/Zip	Fort Lauderdale, FL 33301	Contact	Angela Coluzzi, Director Education Technology Services
1. Reference	Broward County Public Schools. Broward County Public Schools deployed a 1 to 1 Learning environment in four schools in the fall of 2004. While our referential focus for is the Digital Learning Environment Study, Broward County can provide many instances of work completed within the county beyond this implementation over many years.								
Address	600 SE Third Avenue								
City/State/Zip	Fort Lauderdale, FL 33301								
Contact	Angela Coluzzi, Director Education Technology Services								



relationship. The Department may contact some, all or none of these references. The bidder should "clear" any such Department contact with references in order to avoid any communications problems or difficulties with proprietary information, if any.

Also fully describe the availability of the systems (associated components and replacement equipment) from the manufacturers and describe any difficulties your firm has encountered in obtaining equipment from its sources within its designated timelines.

		Services
	Telephone	754 321-0356
2.	Reference	The Texas Education Agency (TEA). Apple was selected as a solution provider for TEA's Technology Integration Pilot (TIP) program. Apple provided server installation and setup, custom imaging, deployment, and professional development. Professional Development included out-of-the-box training, iLife, technology integration, and training on third party software. Warranty support included toll-free access to Education Specialists, certified repairs, onsite support, whole-unit spares, DIY kits, re-imaging stations, and a service delivery Account Manager.
	Address	1701 N. Congress Avenue
	City/State/Zip	Austin, TX 78701
	Contact	Anita Givens, Director of Education Technology
	Telephone	512 463-9400
3.	Reference	Ann Arbor Public Schools Planned, deployed and maintain district computers and servers to 32 schools and administrative facilities. Deployed 12" iBooks and eMacs for students, 14" iBooks for teachers, tech



		staff and administrative staff, Mac Minis to secretarial staff. Develop and maintain a repair depot on-site, deploy and maintain 42 Xserves with Network attached storage. Professional services such as on-site Project Manager, on- call Technical Services Consultant and Professional Development
	Address	2555 South State Street
	City/State/Zip	Ann Arbor, MI 48104
	Contact	John Van Riper
	Telephone	734 994-2211

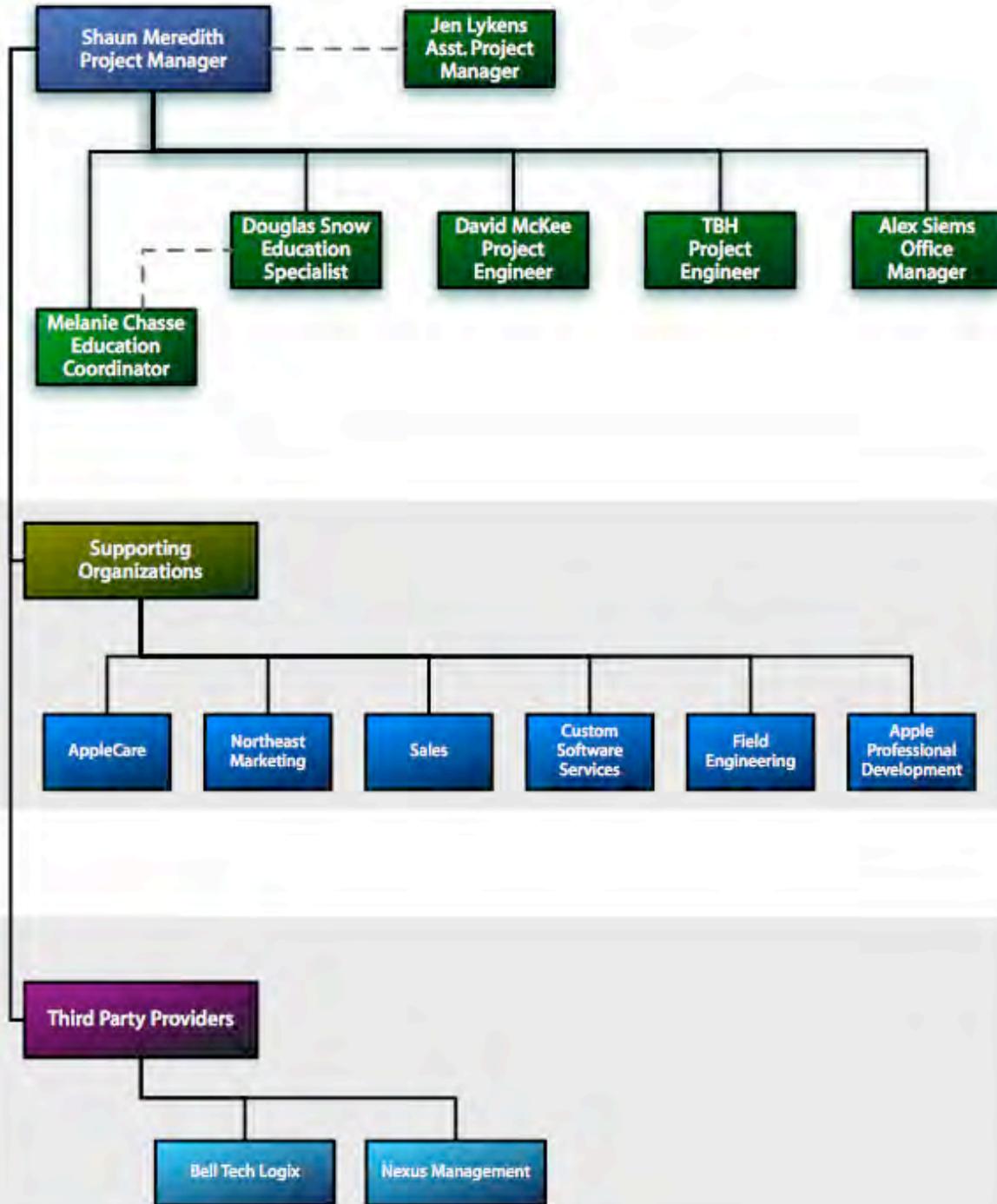


4.5.7 Staff Qualifications

RFP Requirement	Apple's Response
Bidders will provide a summary of relevant experience of the proposed staff. Bidder and subcontractor staff experience will be shown separately.	Please refer to following pages.
Proposed Organizational Chart for the Project. At a minimum, the organizational chart shall show the names of key management staff, supervisors of major functional areas of the project, and the number of staff assigned to each functional area.	Please refer to following pages.
Description of Responsibilities for All Proposed Staff.	Please refer to following pages.
Names and Resumes (or other summaries of the staff's educational experience, work experience, certifications) of All proposed staff.	Please refer to following pages.
A listing of each staff's prior engagements and description of associated assigned duties on similar projects – Vendors must copy and use the form provided in Appendix C.	Please refer to completed Appendix C's.
Time Commitments of Proposed Staff (number of staff days per person over the course of the project).	As in the past, the Apple MLTI Project Team defined in the chart below is full time and dedicated to the Maine project. Supporting Organizations and Third Party Providers are available as needed.



Apple MLTI Project Team





Name	Title	Responsibilities in Project
Shaun Meredith	Senior Project Manager	Responsible for implementation, operations, and deployment of Apple's largest computing initiative. The project goal of fundamentally transforming education through the one-to-one access to technology and the Internet is well underway. Aspects directed in the project include logistics, software imaging, wireless network installation, acceptable use, professional development, backup architectures, customer service, and support procedures.
Jennifer Lykens	Assistant Project Manager	Jen has been a project manager with Apple since 2004, leading 1:1 projects such as the Berkshire Wireless Learning Initiative and the New Hampshire Technology Promoting Student Excellence program. She holds of Bachelor of Science degree from the Massachusetts Institute of Technology.
Douglas Snow	Senior Project Specialist	Douglas has been with Apple for over 5 years in professional services, engineering, and education roles. Douglas holds a BS in Education from the State University of New York College at Cortland and a Masters of Arts in Education Leadership from Norwich University. As the Senior Project Specialist, Douglas will provide oversight and ongoing consultation, advice, and assistance to the Director of Special Projects and the Maine Project team in the ongoing effort to increase the purposeful integration of learning technology into teaching, learning, and leadership. Douglas will be focused on ensuring the continued success of Maine educators and the MLTI project staff for the terms of the contract.
David McKee	Project System Engineer	David has been with Apple for nearly four years as the Project Engineer for the MLTI. He is responsible for supporting the Tech Leads from each school involved in the MLTI. In addition to focusing on technical issues, David also works to maintain customer satisfaction and monitors escalations. Additionally, David is responsible for creation of the custom disk



Name	Title	Responsibilities in Project
		image, distribution and support. Prior to coming to Apple, David was an Apple Sales Engineer for an Apple Sales Agent; a Broadband Network Engineer for AT&T; and worked in Marketing in Germany for the U.S. Department of Defense.
Melanie Chasse	Training Coordinator	Melanie has been with Apple for over 2 years. She has established a training program to help meet the goals of the MLTI. Melanie holds a B.S. in Education from the University of Maine at Farmington. Melanie is an Apple Certified Trainer and she continues to maintain her K-12 teaching certification.
Alex Siems	Office Manager	Alex joined Apple as the Office Manager for the MLTI Project just under four months ago. Alex holds an Associates Degree in Applied Arts from KD Studios Actors Conservatory of the Southwest. She will work closely with the State to see that all assets are accounted for, and the asset manager is kept up to date. Alex is the first point of contact for schools when they call the Apple project office. She will work with the project engineers to get issues resolved as quickly as possible.
Steve Johnson	Regional Sales Manager, New England	Steve has been with Apple for 17 years in sales, marketing and management roles. He holds a Bachelor of Arts from the University of Illinois and a MBA from the University of Michigan. As Regional Manager, Steve is responsible for overall sales and customer satisfaction issues in Maine. He will be fully engaged in ensuring the success of the MLTI project.
Barry Crommett	K-20 Account Executive, Maine	Barry has been with Apple for two years working with the Department of Education on the current MLTI project and with higher education accounts, focusing on the University of Maine. He has a Bachelor of Science degree from the University of Maine. Barry has worked with the State of Maine and the DOE since 1995 on major projects including the MSLN and the ATM projects.



Name	Title	Responsibilities in Project
Tara Maker	K-12 Account Executive, Maine	Tara has been with Apple for 11 years working with K12 schools in Maine. She has a Bachelor of Science degree from Springfield College. Tara has daily contact with Maine schools, and will continue to be an integral part of Apple's implementation plan. She will work with schools to promote the extension of a 1 to 1 solution beyond 7th & 8th grade.
Bob Trikakis	Market Development Executive, Northeast Area	As Market Development Executive for Maine, Bob will be integrally involved in marketing the MLTI initiative throughout Maine.
Brent Frey	Development Manager, Northeast Area	Brent Frey has been with Apple for 5 years and is the Northeast Area Development Manager for Apple. Brent will be responsible for meeting with the Department to establish a public relations/ communications plan and will involve school leaders and those from the Department in both local and national conferences. Brent holds a B.S. Ed. in Technology Education, a M.S. Ed. in Educational Administration, and is certified in Pennsylvania as a secondary school principal and instructional technology specialist.



4.5.8 Subcontracts/Subcontractors

RFP Requirement	Apple's Response
<p>If the bidder intends to subcontract any part of the bidder's performance hereunder, state the total percentage of performance hours to be subcontracted; and identify each subcontractor by name, address, and telephone number, and provide the percentage of performance hours for each. The bidder must describe how it will function as prime contractor and be held accountable for the effective deployment of the solution and the performance standards required under this RFP.</p>	<p>Apple intends to utilize two subcontractors in the fulfillment of this engagement.</p> <p>Apple intends to use Bell Industries, Inc. to provide wireless network upgrades for the MLTI. Apple will function as prime contractor and will be accountable for the effective deployment of the solution and performance standards as required by the RFP. The vendor will present themselves to the schools as "Apple Professional Services" and Apple will take full responsibility for their actions. An Apple-employed Project Manager will oversee the installation of the wireless networks, and Apple-employed call agents and engineers will provide tier one and tier two support (phone support and onsite trouble-shooting). In the event that an on-site support visit by the vendor is required, they will present themselves to the school as "Apple Professional Services". The wireless vendor will perform wireless site surveys, install network cabling, configure and install AirPort Base Stations, and update online school tracking records. Apple expects the subcontracted percentage of performance hours for installation of the wireless networks to be 80%.</p> <p>Apple intends to use Nexus Management, Inc, as the collocation provider for centrally located servers and equipment. Nexus provides similar services to Apple for the current phase of the MLTI. Nexus will provide secure data center space for Apple-provided racks and hardware that includes fire suppression, generator and battery backup, redundant internet connections, and 24 hour access. Nexus will also provide monitoring of the software services hosted on the equipment. Apple personnel will complete all of the physical and systematic installation and will perform any maintenance required on the servers. As such, the total percentage of performance hours to be provided by Nexus Management is expected to be negligible. Apple will function as the prime contractor to the State and will be accountable for solution deployment and performance standards, specifically uptime requirements, of all services hosted within the data center.</p>



RFP Appendices

Appendix B – Firm’s Experience with Similar Projects

Apple Computer, Inc.

Firm Name Apple Computer, Inc.

Name of Client Broward County Public Schools

Address 600 SE Third Avenue, Fort Lauderdale, Florida 33301

Client Contact References: Angela Coluzzi Phone Number: 754 321-0356

Type of Entity: X School Government
Non-profit For-profit Private Sector

1. Approximate Number of Portable Wireless Computing Devices Installed: 6,000

2. Approximate Number of Wireless Access Points Installed: Reused existing network

3. Approximate Number of Buildings, Rooms, Square Footage Involved in Project: 4 buildings

4. Approximate Dates of Engagement From July 2004 To Present - ongoing

5. Describe Purpose and Objectives of Work.

Broward County Public Schools deployed a 1 to 1 Learning environment in four schools in the fall of 2004. While our referential focus for is the Digital Learning Environment Study, Broward County can provide many instances of work completed within the county beyond this implementation over many years.

Hardware: iBook 1Ghz/combo drive, Xserve (at least one per site), Apple AirPort Extreme card

Software: Mac OS X v.3, iLife 04, Apple Remote Desktop, Managed Client for OS X

Networking: District currently has an investment in Airspace wireless infrastructure. District is also upgrading the WAN connection to 10Mbs MetroEthernet.

Training: District has its own staff development models and we are working with them to include a 1:1 staff development model to augment their existing Digital Education Teacher Academy.

Support: Apple is providing a Project Manager to oversee implementation and support of the study. In addition, we are providing System Engineer resources and have subcontracted a local service provider, MTG, to provide assistance in the rollout post implementation support.



6. Describe Nature of Work Performed.

See response to #5, above.

7. Description of Solution (including hardware, software, network environment, training, and post implementation support provided).

See response to #5, above.

8. Provide Names of Staff in this Proposal who participated in this Project and their role.

None.



Firm Name Apple Computer, Inc.

Name of Client Ann Arbor Public Schools

Address 2555 South State Street, Ann Arbor, MI 48104

Client Contact References: John Van Ripper Phone Number: 734 994-2211

Type of Entity: X School Government
Non-profit For-profit Private Sector

1. Approximate Number of Portable Wireless Computing Devices Installed: 4,200

2. Approximate Number of Wireless Access Points Installed: 410

3. Approximate Number of Buildings, Rooms, Square Footage Involved in Project: 32 buildings

4. Approximate Dates of Engagement From October 2004 To September 2005

5. Describe Purpose and Objectives of Work.

Plan, deploy and maintain district computers and servers to 32 schools and administrative facilities. Deployed 12" iBooks and eMacs for students, 14" iBooks for teachers, tech staff and administrative staff, Mac Minis to secretarial staff. Develop and maintain a repair depot on-site, deploy and maintain 42 Xserves with Network attached storage. Professional services such as on-site Project Manager, on-call Technical Services Consultant and Professional Development

6. Describe Nature of Work Performed.

See response to #5, above.

7. Description of Solution (including hardware, software, network environment, training, and post implementation support provided).

See response to #5, above.

8. Provide Names of Staff in this Proposal who participated in this Project and their role.

None



Bell Industries

Firm Name Bell Industries, Inc.

Name of Client Henrico County Public Schools

Address 3820 Nine Mile Road, Richmond, VA 23223

Client Contact References: Tony Patterson Phone Number: (804) 640-4654

Type of Entity: X School Government
 Non-profit For-profit Private Sector

1. Approximate Number of Portable Wireless Computing Devices Installed: 25,000

2. Approximate Number of Wireless Access Points Installed: 700+

3. Approximate Number of Buildings, Rooms, Square Footage Involved in Project: 21 Sites

4. Approximate Dates of Engagement From February 2004 To May 2004

5. Describe Purpose and Objectives of Work.

Replaced all Snow AirPort Base Stations with AirPort Extremes using POE.

6. Describe Nature of Work Performed.

Performed site surveys and configured and deployed appropriate AirPort Extremes.

7. Description of Solution (including hardware, software, network environment, training, and post implementation support provided).

Bell has an automated AirPort configuration process that dramatically streamlines the configuration process with an error-free result.

8. Provide Names of Staff in this Proposal who participated in this Project and their role.

Name: Derek Taylor Role: Technical Project Manager

Name: Tom Reed (Apple) Role: Client Project Manager



Nexus Management, Inc.

Firm Name Nexus Management, Inc.

Name of Client Hammond Lumber Company

Address 4 Industrial Parkway, Brunswick, Maine 04011

Client Contact References: Steve Symonds Phone Number: 207 495-1195

Type of Entity: School Government

Non-profit X For-profit Private Sector

1. Approximate Number of Portable Wireless Computing Devices Installed: 0

2. Approximate Number of Wireless Access Points Installed: 1

3. Approximate Number of Buildings, Rooms, Square Footage Involved in Project: One building, 8,000 square feet.

4. Approximate Dates of Engagement From July 2005 To Ongoing through 2010

5. Describe Purpose and Objectives of Work.

Collocation Hosting Services

6. Describe Nature of Work Performed.

Provide Data Center Hosting Facility and Services

7. Description of Solution (including hardware, software, network environment, training, and post implementation support provided).

See above.

8. Provide Names of Staff in this Proposal who participated in this Project and their role.

Our 24X7 Help Desk team actively monitors the status of the equipment. Below are the team members that assisted with the delivery.

Name: George Safford Role: Collocation Team Leader

Name: Brad Dormanen Role: Brunswick Project Team Leader

Name: Jim Linscott Role: Network Team Leader

Name: Fred Masciangelo Role: US Sales Manager

Name: Shad Mortazavi Role: Global Technical Manager



Firm Name Nexus Management, Inc.

Name of Client MEMIC

Address 4 Industrial Parkway, Brunswick, Maine 04011

Client Contact References: Rebecca LeClair Phone Number: 207 791-3532

Type of Entity: School Government

Non-profit X For-profit Private Sector

1. Approximate Number of Portable Wireless Computing Devices Installed: 0

2. Approximate Number of Wireless Access Points Installed: 1

3. Approximate Number of Buildings, Rooms, Square Footage Involved in Project: One server room, 1,500 square feet

4. Approximate Dates of Engagement From July 2005 To Ongoing through 2010

5. Describe Purpose and Objectives of Work.

Collocation Hosting Services

6. Describe Nature of Work Performed.

Provide Data Center Hosting Facility and Services

7. Description of Solution (including hardware, software, network environment, training, and post implementation support provided).

See above.

8. Provide Names of Staff in this Proposal who participated in this Project and their role.

Our 24X7 Help Desk team actively monitors the status of the equipment. Below are the team members that assisted with the delivery.

Name: George Safford Role: Collocation Team Leader

Name: Brad Dormanen Role: Brunswick Project Team Leader

Name: Jim Linscott Role: Network Team Leader

Name: Fred Masciangelo Role: US Sales Manager

Name: Shad Mortazavi Role: Global Technical Manager



Appendix C – Staff Experience with Similar Projects

Apple Computer, Inc.

Employee Name Shaun Meredith Employee Position Senior Project Manager

Firm Name Apple Computer, Inc.

Name of Client Maine Department of Education

Type of Entity: School X Government
 Non-profit For-profit Private Sector

1. Approximate number of users on the client's system: 43,378 (including MS & HS Projects)

2. Approximate dates of engagement From February 11, 2002 To Present

3. 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.

4. Describe the nature of work performed.
Coordinated delivery, support, engineering, planning, and staffing for the Maine Learning Technology Initiative.

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

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

Current Supervisor's Name: Tom Wangler Phone Number: (405) 964-6500

Project Supervisor's Name*: Tom Wangler Phone Number: (405) 964-6500

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



Employee Name Douglas Snow Employee Position Senior Project Specialist

Firm Name Apple Computer, Inc.

Name of Client Maine Department of Education

Type of Entity: School X Government
 Non-profit For-profit Private Sector

1. Approximate number of users on the client's system: 43,378

2. Approximate dates of engagement From December 2001 To Present

3. 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

4. Describe the nature of work performed.
Provided oversight for the initial classroom readiness process and wireless network installations, Managed the custom development and delivery of Professional Development through our training provider, provided on-going support for schools and users with the integration of technologies provided by the MLTI into their daily use, the daily use of their students, and with the construction of curriculum, instruction, and assessment. Additionally, I provided support to the State for integration with other statewide Initiatives such as the Maine Education Assessment as well as provided ongoing support, advice, and consultation to the Director of Special Projects for the State of Maine DOE throughout the implementation of the Maine Learning Technology Initiative.

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

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

Current Supervisor's Name: Shaun Meredith Phone Number: (207) 688-4501

Project Supervisor's Name*: Shaun Meredith Phone Number: (207) 688-4501

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



Employee Name David F. McKee Employee Position Project Engineer

Firm Name Apple Computer, Inc.

Name of Client Maine Department of Education / MLTI

Type of Entity: School X Government
 Non-profit For-profit Private Sector

1. Approximate number of users on the client's system: 43,378 (including MS & HS Projects)

2. Approximate dates of engagement From April 1, 2002 To Present

3. Describe the purpose and objectives of work.
Technical and customer support to tech leads in each school; Technical escalations resolutions; supporting project internally; disk image creation, distribution and support; training

4. Describe the nature of work performed.
Technical Engineer

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

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

Current Supervisor's Name: Shaun Meredith Phone Number: 207-688-4501

Project Supervisor's Name*: Shaun Meredith Phone Number: 207-688-4501

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



Employee Name Daryl Hawes Employee Position Systems Engineer

Firm Name Apple Computer, Inc.

Name of Client State of Maine DOE (MLTI Project)

Type of Entity: School X Government
 Non-profit For-profit Private Sector

1. Approximate number of users on the client's system: 43,378

2. Approximate dates of engagement From 01/2002 To Present

3. Describe the purpose and objectives of work.
Statewide 1 to 1, Middle school learning initiative.

4. Describe the nature of work performed.
Technical engineering, consulting and imaging support for the MLTI.

5. Describe the employee's role relative to this client's project.
Technical engineering and consulting.

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

Current Supervisor's Name: Scott Moore Phone Number: (978) 928-4199

Project Supervisor's Name*: Shaun Meredith Phone Number: 207-688-4501

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



Employee Name Melanie Chasse Employee Position Training Coordinator

Firm Name Apple Computer, Inc

Name of Client Maine Department of Education

Type of Entity: School X Government
 Non-profit For-profit Private Sector

1. Approximate number of users on the client's system: 43,378

2. Approximate dates of engagement From June 14,2004 To Present

3. Describe the purpose and objectives of work.
To provide the client's users with on-going professional development with the establishment of a local Apple Training Center.

4. Describe the nature of work performed.
Staff and oversee programming at the Apple Training Center. Responsible for the development of courses and related activities.

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

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

Current Supervisor's Name: Shaun Meredith Phone Number: 207-668-4501

Project Supervisor's Name*: Shaun Meredith Phone Number: 207-668-4501

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



Employee Name Lowell Rice Employee Position Strategic Account Manager

Firm Name Apple Computer, Inc.

Name of Client State of Maine DOE (MLTI Project)

Type of Entity: School X Government
 Non-profit For-profit Private Sector

1. Approximate number of users on the client's system: 43,378

2. Approximate dates of engagement From 10/20/2003 To Present

3. Describe the purpose and objectives of work.
Meet the service and support deliverables of the MLTI contract and promote the goals of the 1:1 project.

4. Describe the nature of work performed.
Manage the AppleCare (service and support) deliverables; interact with the schools via the tech leads; address any service and/or support issues as they arise; devise solutions to any problems that arose during the execution to support the goals of the 1:1 project.

5. Describe the employee's role relative to this client's project.
AppleCare Account Manager; directly responsible for ensuring the deliverables are met

6. Describe the employee's role relative to this RFP.
Advisory position to define the best practices gleaned from the last three years of the current MLTI middle school and high school deployments and how they directly affect the proposed offering in response to this RFP.

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

Project Supervisor's Name*: Shaun Meredith Phone Number: 207-688-4501

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



Employee Name Brian Martin Employee Position Strategic Account Manager

Firm Name Apple Computer, Inc.

Name of Client MLTI – Maine Learning Technology Initiative

Type of Entity: School X Government
 Non-profit For-profit Private Sector

1. Approximate number of users on the client's system: 43,378

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 to 1 solution in the State of Maine (MLTI).

4. Describe the nature of work performed.
Support AppleCare in meeting the service goals and requirements of the MLTI project.

5. Describe the employee's role relative to this client's project.
Third year Apple employee sent as a local resource for the AppleCare Strategic Account Manager (Lowell Rice) 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 in meeting the service strategy and goals set forth in this RFP.

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

Project Supervisor's Name*: Shaun Meredith Phone Number: 207 688-4501

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



Employee Name Barry Crommett Employee Position Account Executive

Firm Name Apple Computer, Inc.

Name of Client State of Maine – MLTI

Type of Entity: School X Government
 Non-profit For-profit Private Sector

1. Approximate number of users on the client's system: 43,378 (including MS & HS Projects)

2. Approximate dates of engagement From December 2004 To present

3. Describe the purpose and objectives of work.
Statewide 1 to 1 middle school learning initiative

4. Describe the nature of work performed.
Sales and marketing support for the MLTI

5. Describe the employee's role relative to this client's project.
Account management of project; responsible for customer satisfaction

6. Describe the employee's role relative to this RFP.
Account manager delivering response

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

Project Supervisor's Name*: Bette Manchester Phone Number: 207-624-6777

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



Employee Name Tara Maker Employee Position Account Executive

Firm Name Apple Computer, Inc

Name of Client State of Maine – MLTI

Type of Entity: School X Government
 Non-profit For-profit Private Sector

1. Approximate number of users on the client's system: 43,378 (including MS & HS Projects)

2. Approximate dates of engagement From 2001 To Present

3. Describe the purpose and objectives of work.
Statewide 1 to 1, Middle school learning initiative.

4. Describe the nature of work performed.
Sales and marketing support for the MLTI.

5. Describe the employee's role relative to this client's project.
Account Manager of project responsible for customer satisfaction.

6. Describe the employee's role relative to this RFP.
Account Manager delivering response.

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

Project Supervisor's Name*: Bette Manchester Phone Number: (207)624-6777

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



Bell Industries, Inc.

Employee Name Derek Taylor Employee Position Manager, Maine Depot

Firm Name Bell Industries, Inc.

Name of Client Henrico County Public Schools

Type of Entity: X School Government
 Non-profit For-profit Private Sector

1. Approximate number of users on the client's system: 25,000

2. Approximate dates of engagement From February 2004 To May 2004

3. Describe the purpose and objectives of work.
Replaced all Snow AirPort Base Stations with AirPort Extremes using POE.

4. Describe the nature of work performed.
Performed site surveys and configured and deployed appropriate AirPort Extremes.

5. Describe the employee's role relative to this client's project.
Derek participated in the development of the automated AirPort configuration software and oversaw the implementation of the tool. He participated in the site surveys and the installations at the sites.

6. Describe the employee's role relative to this RFP.
Derek will manage the AirPort deployment project.

Current Supervisor's Name: Andrew Bianchi Phone Number: (678) 463-5559

Project Supervisor's Name*: Walter Manley Phone Number: (804) 327-5820

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



Appendix D – Specification Summary Worksheet

Network Connectivity

Wireless Type	AirPort Extreme (compliant with 802.11g standard; Wi- Fi Certified for 802.11g and 802.11b interoperability)	Speed	54Mbps
Wired Type	Ethernet	Speed	10Mb/100Mb
Modem Type	V.92 modem	Speed	56k

Portable Device(s)

Manufacturer	Apple Computer, Inc.	Processor Speed	1.33	GHz
Chip Manufacturer	Freescale	Chip Type	PowerPC G4	

Random Access Memory

Chip Type	PC2700 (333MHz) DDR SDRAM	Capacity	1	GB
-----------	------------------------------	----------	---	----

Data	Type	Capacity	Speed
Mass Storage	ATA/100	40 GB	4200 rpm
Optical Drive	Slot-Load Combo Drive DVD- ROM/CD-RW		Writes CD-R discs at up to 24x speed, writes CD- RW discs at up to 16x speed, reads DVD-ROM discs at up to 8x speed, reads CD-ROM discs at up to 24x speed
Removable Media			

Audio Subsystem

Chipset Manufacturer	Not available	Model	Not available
Audio in Type(s)	Built-in omni-directional microphone		
Audio out Type(s)	16-bit CD-quality stereo headphone jack, built-in stereo speakers		



Video Subsystem

Chipset Manufacturer	ATI	Model	Mobility Radeon 9550
VRAM Capacity	32 MB	Ext. Output Type	VGA video output for video mirroring, S-video and composite video output

Monitor Display

Display Size	12.1-inch (diagonal)	Characteristics	TFT XGA active-matrix
Resolution	1024x768		

Input

Keyboard Type	77 key QWERTY layout including 12 function keys, 4 arrow keys (inverted "T" arrangement) and embedded numeric keypad	Size	Full Size
---------------	--	------	-----------

Pointing Device Type (check all that apply)

Touch Pad	<input checked="" type="checkbox"/>		
Roller Ball	<input type="checkbox"/>		
Acutrack	<input type="checkbox"/>		
External Mouse	<input type="checkbox"/>		
Other	<input checked="" type="checkbox"/>	Explain	A solid-state trackpad with customizable scrolling capability. Our trackpad supports tap, double-tap, drag and scrolling capabilities. Just drag two fingers over the trackpad to scroll vertically or horizontally, or pan around any active window.

Battery

Type	lithium-ion	Duration	Up to 6 hours (Battery life depends on configuration and use.)
Method of Charging	Power Supply	Spare Battery (y/n)	n

Power Supply/Battery Charger

Integrated (y/n)	n	Separate (y/n)	y
------------------	---	----------------	---



Alternate Power Source

Dimensions

Weight – Device only 4.9 pounds

Size 1.35" thick x 11.2"
wide x 9.06" deep

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

The complete carry weight with carrying case, power adapter and iBook is approximately between 6 and 7 pounds.

Accessories

AC adapter

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.

The iBook was designed to be tough enough to stand up to the jostling, jarring, and unexpected mishaps of life in a middle school classroom. To achieve this, we covered the sleek case with an impact-resistant skin with rounded corners and edges to shrug off the rigors of everyday use and abuse.

Inside, iBook has a sturdy magnesium frame that provides superior strength while reducing its weight to well below that of all other full-featured PC notebooks. The hard drive is rubber mounted for added bump tolerance and we include our Sudden Motion Sensor technology that helps protect your data in the event of a drop or fall. In addition, iBook has no I/O doors, protruding latches, or levers that could break or snap off when it is being tucked into the carrying case.

Please describe other Portable Device specifications

In addition to all of the specifications listed in this summary sheet, here are some additional specifications:

Processor

PowerPC G4 with Velocity Engine
512K on chip – level 2 cache
133MHz system bus

Communications

A Built-in Bluetooth 2.0+EDR module lets you connect wirelessly to a wide range of peripheral devices, from mobile phones to wireless keyboards. Bluetooth 2.0+EDR (enhanced data rate), while still backwards-compatible with Bluetooth 1.x, is up to three times faster than its predecessors, offering a maximum data rate of 3Mbps.



Peripheral Connections

One 400 Mbps – FireWire (IEEE 1394) port. FireWire is one of the fastest peripheral standards ever developed, which makes it great for use with multimedia peripherals such as digital video cameras and other high-speed devices like the latest hard disk drives and printers.

Wireless Local Area Network (WLAN)

Manufacturer	Apple Computer, Inc.	
Wireless Transmission Rate of	54	Mb/Sec at a range of 50 feet
	11	Mb/sec at a ranch of 100 feet
	0	Mb/sec at a range of 200 feet
Maximum Range of	150	feet

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.

Describe the actual throughput for the installed wireless network (KB/sec, MB/sec, GB/sec) for a 1MB file, 1 MB Streaming Audio File, and 1 MB Streaming Video File for the following number of simultaneous users:

Number of Simultaneous Users	1 MB Data File	1 MB Streaming Audio File	1 MB Streaming Video File
10 students	*	*	*
30 students	*	*	*
100 students	*	*	*
500 students	*	*	*
1,000 students	*	*	*

* AirPort Extreme uses the 802.11g wireless standard. Accessing the wireless network requires an AirPort or AirPort Extreme enabled computer or Wi-Fi-certified 802.11b or 802.11g computer. Achieving data rates of 54 Mbps requires that all users have an AirPort Extreme or Wi-Fi-certified 802.11g enabled computer and connect to an AirPort Extreme Base Station. If a user of a Wi-Fi-certified 802.11b product joins the network, that user will get up to 11 Mbps and AirPort Extreme and Wi-Fi-certified 802.11g users will get less than 54 Mbps. Actual speed will vary based on range, connection rate, site conditions, size of network, and other factors. Our solution will cover the requested educational spaces in order to meet the data transmission rates as outlined in the RFP.

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.



Our wireless local area network does not require regularly scheduled maintenance. From time to time we may release firmware updates for our networking equipment. In the previous four years of working with the State we have arranged minimal impact update work collaboratively with school tech leads. From previous experience we estimate that these updates disrupt the network no more than an hour per year.

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

Not applicable for our wireless local area network.

Please describe other WLAN specifications

802.11 refers to a family of specifications developed by the IEEE for wireless LAN technology. *802.11* specifies an over-the-air interface between a wireless client and a base station or between two wireless clients. The IEEE accepted the specification in 1997.

802.11b – an extension to *802.11* that provides 11 Mbps transmission (with a fallback to 5.5, 2 and 1 Mbps) in the 2.4 GHz band. *802.11b* was a 1999 ratification to the original *802.11* standard, allowing wireless functionality comparable to Ethernet.

802.11g - The latest version of *802.11* is the *802.11g* standard. *802.11g* offers a maximum data rate of 54 Mbps—nearly five times faster than 11-Mbps *802.11b* products.

Data rate – the maximum available transmission speed given the quality of the radio signal. *802.11g* supports data rates of 54Mbit/sec, 48Mbit/sec, 36Mbit/sec, 24Mbit/sec, 18Mbit/sec, 12Mbit/sec, 9Mbit/sec and 6Mbit/sec. Further it is backward compatible with *802.11b* at rates of 11Mbit/sec, 5.5 Mbit/sec, 2 Mbit/sec and 1 Mbit/sec. As the quality of the radio signal degrades then the equipment automatically falls back to the next lower data rate.

Given that the available data rate for each client is determined by the strength of the radio signal between the client and the base station it is possible for a large number of client systems to be connected to a base station at the 54 Mbit/sec data rate. However the data bandwidth that is available to each client is dependant on the usage pattern of the clients connected to the base station. The bandwidth available to a *802.11g* client is analogous to the case of an Ethernet network comprised of client systems and a large hub. In both cases the design allows for only one system at a time to transmit and the bandwidth available from this hub or base station is shared amongst all clients.

From Apple internal testing the AirPort base station is capable of supporting 50 clients each loading a new web page every 30 seconds with NO degradation in page load times.

Apple internal testing shows that the AirPort base station is capable of supporting 25 clients undertaking file copies concurrently. These file copies are unconstrained data downloads from a local server. The results indicate that the degradation in performance, on a per client basis is linear.

Our base stations are capable of the following security protocols: Wi-Fi Protected Access™ (WPA), Wireless security (WEP) configurable for 40-bit and 128-bit encryption, MAC address filtering, NAT firewall, Support for RADIUS authentication, 802.1X, PEAP, LEAP, TTLS, and TLS. We will configure the access points with WEP to maintain backwards compatibility with the current installations.



Server(s) (Repeat server section as necessary if multiple servers (e.g., sized to the size of school population) are included in the solution.)

Manufacturer	Apple Computer, Inc.	Storage Capacity	17x80GB internal, 6x7TB external
Processor Speed	Dual 2.3Ghz	Chip Type	PowerPC G5
Chip Manufacturer	IBM		

Fully describe backup capabilities by type and capacity

All Xserve data servers will have access to a central SAN storage pool hosted on Xserve RAID devices and powered by Xsan. The SAN will be 42TB in size. Backup for the SAN will occur over fibre channel to an Exabyte 221L LTO-3 Fibre Channel Tape Library.

Fully describe storage capability by type and capacity (ex. Tape, CD-ROM, Zip Disk)

The Exabyte 221L LTO-3 Fibre Channel Tape Library has 21 cartridge slots with a capacity up to 16.8TB.

The Xserve RAID device controlled by Xsan will have a capacity of 42TB. Each of the 17 servers will have an internal 80GB boot drive.

Fully describe all security features on the server

The server will run Mac OS X Server "Tiger". The server will sit behind a Netscreen 50 firewall for protection against DOS and known good ports attacks. The backup, database, application and directory servers will be further protected on a separate private network.

Modem Speed and Type (if so equipped) N/A

	Type	Capacity	Speed
Optical Drive	Slot-loading Combo (DVD- ROM/CD-RW)	n/a	Write CD-R: up to 24X Write CD-RW: up to 16X Read DVD-ROM: up to 8x Read CD-ROM: up to 24x
Removable Media			

Fully describe the multitasking capabilities of your server.

The fifth major release of Apple's award-winning server operating system, Mac OS X Server version 10.4 Tiger offers 200+ new features and builds on more than 100 of the latest open source projects. Thanks to its rock-solid UNIX-based core operating system, Mac OS X Server has protected memory, preemptive multitasking, symmetric multiprocessing, advanced memory management and tight security. It's engineered to maximize uptime, with fault tolerance systems that continuously monitor server activity, restart malfunctioning services, detect and recover from system failures — and even automatically restart the server after a power failure. Mac OS X Server has a comprehensive suite of directory, file, mail, network, application, client management, and Web services.



Fully describe the amount of disk space available on the server:

Per Student up to 100MB

Per teacher up to 500MB

Please describe other server specifications:

StudyWiz will be broken out across 2 web servers, 2 application servers, 2 database servers and 2 directory servers.

Asset Management will be housed on two servers.

Student and teacher email accounts will be managed by 2 mail servers.

The SAN storage will be managed by 2 servers.

Backup will be managed by 1 server.

Software

Identify and fully describe the applications associated with your system:

LAN Software

Writing Pages, AppleWorks, NeoOffice/J, TextEdit, Journler, NoteTaker

Data analysis Pasco DataStudio, Grapher

Presentation Keynote, AppleWorks, NeoOffice

Publishing iWeb, Pages

Multimedia Creation iMovie, iPhoto (editing), GarageBand, The GNU Image Manipulation Program

Multimedia Viewing iPhoto, iTunes

Information management

Research World Book Encyclopedia, GRASS GIS

Anti-Virus ClamAV (freeware)

Internet Browser Safari

Curriculum Development

Other software Apple Remote Desktop

Other educational software installed in solution NoteTaker



Appendix E – Audited Financial Statements

2005

CONSOLIDATED BALANCE SHEETS (In millions, except share amounts)

	September 24, 2005	September 25, 2004
ASSETS:		
Current assets:		
Cash and cash equivalents	\$ 3,491	\$ 2,969
Short-term investments	4,770	2,495
Accounts receivable, less allowances of \$46 and \$47, respectively	895	774
Inventories	165	101
Deferred tax assets	331	231
Other current assets	648	485
Total current assets	10,300	7,055
Property, plant, and equipment, net	817	707
Goodwill	69	80
Acquired intangible assets, net	27	17
Other assets	338	191
Total assets	\$ 11,551	\$ 8,050
LIABILITIES AND SHAREHOLDERS' EQUITY:		
Current liabilities:		
Accounts payable	\$ 1,779	\$ 1,451
Accrued expenses	1,705	1,200
Total current liabilities	3,484	2,651
Non-current liabilities	601	323
Total liabilities	4,085	2,974
Commitments and contingencies		
Shareholders' equity:		
Common stock, no par value; 1,800,000,000 shares authorized; 835,019,364 and 782,887,234 shares issued and outstanding, respectively	3,521	2,514
Deferred stock compensation	(60)	(93)
Retained earnings	4,005	2,670
Accumulated other comprehensive income (loss)	0	(15)
Total shareholders' equity	7,466	5,076
Total liabilities and shareholders' equity	\$ 11,551	\$ 8,050



CONSOLIDATED STATEMENTS OF OPERATIONS
(In millions, except share and per share amounts)

Three fiscal years ended September 24, 2005	2005	2004	2003
Net sales	\$ 13,931	\$ 8,279	\$ 6,207
Cost of sales	9,888	6,020	4,499
Gross margin	4,043	2,259	1,708
Operating expenses:			
Research and development	534	489	471
Selling, general, and administrative	1,859	1,421	1,212
Restructuring costs	0	23	26
Total operating expenses	2,393	1,933	1,709
Operating income (loss)	1,650	326	(1)
Other income and expense:			
Gains on non-current investments, net	0	4	10
Interest and other income, net	165	53	83
Total other income and expense	165	57	93
Income before provision for income taxes	1,815	383	92
Provision for income taxes	480	107	24
Income before accounting changes	1,335	276	68
Cumulative effects of accounting changes, net of income taxes	0	0	1
Net income	\$ 1,335	\$ 276	\$ 69
Earnings per common share before accounting changes:			
Basic	\$ 1.65	\$ 0.37	\$ 0.09
Diluted	\$ 1.56	\$ 0.36	\$ 0.09
Earnings per common share:			
Basic	\$ 1.65	\$ 0.37	\$ 0.10
Diluted	\$ 1.56	\$ 0.36	\$ 0.09
Shares used in computing earnings per share (in thousands):			
Basic	808,439	743,180	721,262
Diluted	856,780	774,622	726,932



CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
(In millions, except share amounts which are in thousands)

	Common Stock		Deferred Stock Compensation	Retained Earnings	Accumulated Other	Total Shareholders' Equity
	Shares	Amount			Comprehensive Income (Loss)	
Balances as of September 28, 2002	717,918	\$ 1,826	\$ (7)	\$ 2,325	\$ (49)	\$ 4,095
Components of comprehensive income:						
Net income	0	0	0	69	0	69
Change in foreign currency translation	0	0	0	0	31	31
Change in unrealized gain on available-for-sale securities, net of tax	0	0	0	0	(12)	(12)
Change in unrealized gain on derivative investments, net of tax	0	0	0	0	(5)	(5)
Total comprehensive income						83
Amortization of deferred stock compensation	0	0	15	0	0	15
Write-off of deferred stock compensation	0	0	5	0	0	5
Common stock issued under stock plans	18,598	128	(75)	0	0	53
Settlement of forward purchase agreement	(3,062)	(35)	0	0	0	(35)
Tax benefit related to stock options	0	7	0	0	0	7
Balances as of September 27, 2003	733,454	\$ 1,926	\$ (62)	\$ 2,394	\$ (35)	\$ 4,223
Components of comprehensive income:						
Net income	0	0	0	276	0	276
Change in foreign currency translation	0	0	0	0	13	13
Change in unrealized gain on available-for-sale securities, net of tax	0	0	0	0	(5)	(5)
Change in unrealized loss on derivative investments, net of tax	0	0	0	0	12	12
Total comprehensive income						296
Issuance of restricted stock units	0	64	(64)	0	0	0
Adjustment to common stock related to a prior year acquisition	(159)	(2)	0	0	0	(2)
Amortization of deferred stock compensation	0	0	33	0	0	33
Common stock issued under stock plans	49,592	427	0	0	0	427
Tax benefit related to stock options	0	99	0	0	0	99
Balances as of September 25, 2004	782,887	\$ 2,514	\$ (93)	\$ 2,670	\$ (15)	\$ 5,076
Components of comprehensive income:						



Net income	0	0	0	1,335	0	1,335
Change in foreign currency translation	0	0	0	0	7	7
Change in unrealized gain on derivative investments, net of tax	0	0	0	0	8	8
Total comprehensive income						1,350
Issuance of restricted stock units, net	0	7	(7)	0	0	0
Amortization of deferred stock compensation	0	0	40	0	0	40
Common stock issued under stock plans	52,132	547	0	0	0	547
Tax benefit related to stock options	0	453	0	0	0	453
Balances as of September 24, 2005	<u>835,019</u>	<u>\$ 3,521</u>	<u>\$ (60)</u>	<u>\$ 4,005</u>	<u>\$ 0</u>	<u>\$ 7,466</u>



CONSOLIDATED STATEMENTS OF CASH FLOWS
(In millions)

Three fiscal years ended September 24, 2005	2005	2004	2003
Cash and cash equivalents, beginning of the year	\$ 2,969	\$ 3,396	\$ 2,252
Operating Activities:			
Net income	1,335	276	69
Cumulative effects of accounting changes, net of taxes	0	0	(1)
Adjustments to reconcile net income to cash generated by operating activities:			
Depreciation, amortization and accretion	179	150	113
Stock-based compensation expense	42	33	16
Non-cash restructuring	0	5	12
Provision for (benefit from) deferred income taxes	52	20	(11)
Tax benefit from stock options	453	99	7
Loss on disposition of property, plant, and equipment	9	7	2
Gains on sales of short-term investments, net	0	(1)	(21)
Gains on non-current investments, net	0	(4)	(10)
Gain on forward purchase agreement	0	0	(6)
Changes in operating assets and liabilities:			
Accounts receivable	(121)	(8)	(201)
Inventories	(64)	(45)	(11)
Other current assets	(150)	(176)	(34)
Other assets	(61)	(39)	(30)
Accounts payable	328	297	243
Other liabilities	533	320	152
Cash generated by operating activities	<u>2,535</u>	<u>934</u>	<u>289</u>
Investing Activities:			
Purchases of short-term investments	(11,470)	(3,270)	(2,648)
Proceeds from maturities of short-term investments	8,609	1,141	2,446
Proceeds from sales of short-term investments	586	801	1,116
Proceeds from sales of non-current investments	0	5	45
Purchases of property, plant, and equipment	(260)	(176)	(164)
Other	(21)	11	33
Cash (used for) generated by investing activities	<u>(2,556)</u>	<u>(1,488)</u>	<u>828</u>
Financing Activities:			
Payment of long-term debt	0	(300)	0
Proceeds from issuance of common stock	543	427	53



Cash used for repurchase of common stock	0	0	(26)
Cash generated by financing activities	543	127	27
Increase (decrease) in cash and cash equivalents	522	(427)	1,144
Cash and cash equivalents, end of the year	\$ 3,491	\$ 2,969	\$ 3,396
Supplemental cash flow disclosures:			
Cash paid during the year for interest	\$ 0	\$ 10	\$ 20
Cash paid (received) for income taxes, net	\$ 17	\$ (7)	\$ 45



2004

CONSOLIDATED BALANCE SHEETS

(In millions, except share amounts)

	<u>September 25, 2004</u>	<u>September 27, 2003</u>
ASSETS:		
Current assets:		
Cash and cash equivalents	\$ 2,969	\$ 3,396
Short-term investments	2,495	1,170
Accounts receivable, less allowances of \$47 and \$49, respectively	774	766
Inventories	101	56
Deferred tax assets	231	190
Other current assets	485	309
	<u>7,055</u>	<u>5,887</u>
Total current assets	7,055	5,887
Property, plant, and equipment, net	707	669
Goodwill	80	85
Acquired intangible assets	17	24
Other assets	191	150
	<u>8,050</u>	<u>6,815</u>
Total assets	\$ 8,050	\$ 6,815
LIABILITIES AND SHAREHOLDERS' EQUITY:		
Current liabilities:		
Accounts payable	\$ 1,451	\$ 1,154
Accrued expenses	1,229	899
Current debt	0	304
	<u>2,680</u>	<u>2,357</u>
Total current liabilities	2,680	2,357
Deferred tax liabilities and other non-current liabilities	294	235
	<u>2,974</u>	<u>2,592</u>
Total liabilities	2,974	2,592



Commitments and contingencies

Shareholders' equity:

Common stock, no par value; 900,000,000 shares authorized; 391,443,617 and 366,726,584 shares issued and outstanding, respectively	2,514	1,926
Deferred stock compensation	(93)	(62)
Retained earnings	2,670	2,394
Accumulated other comprehensive income (loss)	(15)	(35)
Total shareholders' equity	5,076	4,223
Total liabilities and shareholders' equity	\$ 8,050	\$ 6,815



CONSOLIDATED STATEMENTS OF OPERATIONS

(In millions, except share and per share amounts)

Three fiscal years ended September 25, 2004

	2004	2003	2002
Net sales	\$ 8,279	\$ 6,207	\$ 5,742
Cost of sales	6,020	4,499	4,139
Gross margin	2,259	1,708	1,603
Operating expenses:			
Research and development	489	471	446
Selling, general, and administrative	1,421	1,212	1,109
Restructuring costs	23	26	30
Purchased in-process research and development	0	0	1
Total operating expenses	1,933	1,709	1,586
Operating income (loss)	326	(1)	17
Other income and expense:			
Gains (losses) on non-current investments, net	4	10	(42)
Interest and other income, net	53	83	112
Total other income and expense	57	93	70
Income before provision for income taxes	383	92	87
Provision for income taxes	107	24	22
Income before accounting changes	276	68	65
Cumulative effects of accounting changes, net of income taxes	0	1	0
Net income	\$ 276	\$ 69	\$ 65
Earnings per common share before accounting changes:			
Basic	\$ 0.74	\$ 0.19	\$ 0.18
Diluted	\$ 0.71	\$ 0.19	\$ 0.18



Earnings per common share:

Basic	\$	0.74	\$	0.19	\$	0.18
Diluted	\$	0.71	\$	0.19	\$	0.18

Shares used in computing earnings per share (in thousands):

Basic	371,590	360,631	355,022
Diluted	387,311	363,466	361,785



CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY

(In millions, except share amounts which are in thousands)

	Common Stock		Deferred Stock Compensation	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total Shareholders' Equity
	Shares	Amount				
Balances as of September 29, 2001	350,922	\$ 1,693	\$ (11)	\$ 2,260	\$ (22)	\$ 3,920
Components of comprehensive income:						
Net income	0	0	0	65	0	65
Change in foreign currency translation	0	0	0	0	5	5
Change in unrealized gain on available-for-sale securities, net of tax	0	0	0	0	(17)	(17)
Change in unrealized gain on derivative investments, net of tax	0	0	0	0	(15)	(15)
Total comprehensive income						38
Amortization of deferred stock compensation	0	0	4	0	0	4
Common stock issued under stock plans	8,037	105	0	0	0	105
Tax benefit related to stock options	0	28	0	0	0	28
Balances as of September 28, 2002	358,959	\$ 1,826	\$ (7)	\$ 2,325	\$ (49)	\$ 4,095
Components of comprehensive income:						
Net income	0	0	0	69	0	69
Change in foreign currency translation	0	0	0	0	31	31
Change in unrealized gain on available-for-sale securities, net of tax	0	0	0	0	(12)	(12)
Change in unrealized gain on derivative investments, net of tax	0	0	0	0	(5)	(5)
Total comprehensive income						83



Amortization of deferred stock compensation	0	0	15	0	0	15
Write-off of deferred stock compensation	0	0	5	0	0	5
Common stock issued under stock plans	9,299	128	(75)	0	0	53
Settlement of forward purchase agreement	(1,531)	(35)	0	0	0	(35)
Tax benefit related to stock options	0	7	0	0	0	7
	<u> </u>					
Balances as of September 27, 2003	366,727	\$ 1,926	\$ (62)	\$ 2,394	\$ (35)	4,223
Components of comprehensive income:						
Net income	0	0	0	276	0	276
Change in foreign currency translation	0	0	0	0	13	13
Change in unrealized gain on available-for-sale securities, net of tax	0	0	0	0	(5)	(5)
Change in unrealized loss on derivative investments, net of tax	0	0	0	0	12	12
					<u> </u>	<u> </u>
Total comprehensive income						296
Issuance of restricted stock units	0	64	(64)	0	0	0
Adjustment to common stock related to a prior year acquisition	(79)	(2)	0	0	0	(2)
Amortization of deferred stock compensation	0	0	33	0	0	33
Common stock issued under stock plans	24,796	427	0	0	0	427
Tax benefit related to stock options	0	99	0	0	0	99
	<u> </u>					
Balances as of September 25, 2004	391,444	\$ 2,514	\$ (93)	\$ 2,670	\$ (15)	5,076



CONSOLIDATED STATEMENTS OF CASH FLOWS

(In millions)

Three fiscal years ended September 25, 2004

	2004	2003	2002
Cash and cash equivalents, beginning of the year	\$ 3,396	\$ 2,252	\$ 2,310
Operating Activities:			
Net income	276	69	65
Cumulative effects of accounting changes, net of taxes	0	(1)	0
Adjustments to reconcile net income to cash generated by operating activities:			
Depreciation, amortization and accretion	150	113	114
Stock-based compensation expense	33	16	5
Non-cash restructuring	5	12	8
Provision for (benefit from) deferred income taxes	20	(11)	(34)
Loss on disposition of property, plant, and equipment	7	2	7
Gains on sales of short-term investments, net	(1)	(21)	(7)
(Gains) losses on non-current investments, net	(4)	(10)	42
Gain on forward purchase agreement	0	(6)	0
Purchased in-process research and development	0	0	1
Changes in operating assets and liabilities:			
Accounts receivable	(8)	(201)	(99)
Inventories	(45)	(11)	(34)
Other current assets	(176)	(34)	(114)
Other assets	(39)	(30)	(11)
Accounts payable	297	243	110
Other liabilities	419	159	36
Cash generated by operating activities	934	289	89
Investing Activities:			
Purchases of short-term investments	(3,270)	(2,648)	(4,144)
Proceeds from maturities of short-term investments	1,141	2,446	2,846
Proceeds from sales of short-term investments	801	1,116	1,254
Proceeds from sales of non-current investments	5	45	25
Purchases of property, plant, and equipment	(176)	(164)	(174)
Cash used for business acquisitions	0	0	(52)



Other	11	33	(7)
Cash generated by (used for) investing activities	(1,488)	828	(252)
Financing Activities:			
Payment of long-term debt	(300)	0	0
Proceeds from issuance of common stock	427	53	105
Cash used for repurchase of common stock	0	(26)	0
Cash generated by financing activities	127	27	105
Increase (decrease) in cash and cash equivalents	(427)	1,144	(58)
Cash and cash equivalents, end of the year	\$ 2,969	\$ 3,396	\$ 2,252
Supplemental cash flow disclosures:			
Cash paid during the year for interest	\$ 10	\$ 20	\$ 20
Cash paid (received) for income taxes, net	\$ (7)	\$ 45	\$ 11



2003

CONSOLIDATED BALANCE SHEETS

(In millions, except share amounts)

September 27, 2003

September 28, 2002

ASSETS:

Current assets:

Cash and cash equivalents	\$	3,396	\$	2,252
Short-term investments		1,170		2,085
Accounts receivable, less allowances of \$49 and \$51, respectively		766		565
Inventories		56		45
Deferred tax assets		190		166
Other current assets		309		275
Total current assets		5,887		5,388
Property, plant, and equipment, net		669		621
Goodwill		85		85
Acquired intangible assets		24		34
Other assets		150		170
Total assets	\$	6,815	\$	6,298

LIABILITIES AND SHAREHOLDERS' EQUITY:

Current liabilities:

Accounts payable	\$	1,154	\$	911
Accrued expenses		899		747
Current debt		304		0
Total current liabilities		2,357		1,658
Long-term debt		0		316
Deferred tax liabilities and other non-current liabilities		235		229
Total liabilities		2,592		2,203



Commitments and contingencies

Shareholders' equity:

Common stock, no par value; 900,000,000 shares authorized; 366,726,584 and 358,958,989 shares issued and outstanding, respectively

1,926 1,826

Deferred stock compensation

(62) (7)

Retained earnings

2,394 2,325

Accumulated other comprehensive income (loss)

(35) (49)

Total shareholders' equity

4,223 4,095

Total liabilities and shareholders' equity

\$ 6,815 \$ 6,298



CONSOLIDATED STATEMENTS OF OPERATIONS

(In millions, except share and per share amounts)

Three fiscal years ended September 27, 2003

	2003	2002	2001
Net sales	\$ 6,207	\$ 5,742	\$ 5,363
Cost of sales	4,499	4,139	4,128
Gross margin	1,708	1,603	1,235
Operating expenses:			
Research and development	471	446	430
Selling, general, and administrative	1,212	1,109	1,138
Restructuring costs	26	30	0
Purchased in-process research and development	0	1	11
Total operating expenses	1,709	1,586	1,579
Operating income (loss)	(1)	17	(344)
Other income and expense:			
Gains (losses) on non-current investments, net	10	(42)	88
Unrealized loss on convertible securities	0	0	(13)
Interest and other income, net	83	112	217
Total other income and expense	93	70	292
Income (loss) before provision for (benefit from) income taxes	92	87	(52)
Provision for (benefit from) income taxes	24	22	(15)
Income (loss) before accounting changes	68	65	(37)
Cumulative effects of accounting changes, net of income taxes	1	0	12
Net income (loss)	\$ 69	\$ 65	\$ (25)
Earnings (loss) per common share before accounting changes:			
Basic	\$ 0.19	\$ 0.18	\$ (0.11)
Diluted	\$ 0.19	\$ 0.18	\$ (0.11)



Earnings (loss) per common share:

Basic	\$	0.19	\$	0.18	\$	(0.07)
Diluted	\$	0.19	\$	0.18	\$	(0.07)

Shares used in computing earnings (loss) per share (in thousands):

Basic	360,631	355,022	345,613
Diluted	363,466	361,785	345,613



CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY

(In millions, except share amounts which are in thousands)

	<u>Preferred Stock</u>		<u>Common Stock</u>		<u>Retained Earnings</u>	<u>Deferred Stock Compensation</u>	<u>Accumulated Other Comprehensive Income (Loss)</u>		<u>Total Shareholders' Equity</u>
	<u>Shares</u>	<u>Amount</u>	<u>Shares</u>	<u>Amount</u>					
	Balances as of September 30, 2000	76	\$ 76	335,677			\$ 1,502	\$ 2,285	
Components of comprehensive loss:									
Net loss	0	0	0	0	(25)	0	0	(25)	
Change in foreign currency translation	0	0	0	0	0	0	(3)	(3)	
Change in unrealized gain on available-for-sale securities, net of tax	0	0	0	0	0	0	(267)	(267)	
Change in unrealized gain on derivative investments, net of tax	0	0	0	0	0	0	4	4	
Total comprehensive loss								(291)	
Issuance of common stock and assumption of stock options in connection with acquisition	0	0	2,403	66	0	(13)	0	53	
Amortization of deferred stock compensation	0	0	0	0	0	2	0	2	
Common stock issued under stock plans	0	0	3,660	42	0	0	0	42	
Conversion of Series A preferred stock	(76)	(76)	9,182	76	0	0	0	0	
Tax benefit related to stock options	0	0	0	7	0	0	0	7	
Balances as of September 29, 2001	0	\$ 0	350,922	\$ 1,693	\$ 2,260	\$ (11)	\$ (22)	\$ 3,920	
Components of comprehensive income:									
Net income	0	0	0	0	65	0	0	65	
Change in foreign currency translation	0	0	0	0	0	0	5	5	
Change in unrealized gain on available-for-sale securities, net of tax	0	0	0	0	0	0	(17)	(17)	
Change in unrealized gain on derivative investments, net of tax	0	0	0	0	0	0	(15)	(15)	



Total comprehensive income									38
Amortization of deferred stock compensation	0	0	0	0	0	4	0		4
Common stock issued under stock plans	0	0	8,037	105	0	0	0		105
Tax benefit related to stock options	0	0	0	28	0	0	0		28
Balances as of September 28, 2002	0	\$ 0	358,959	\$ 1,826	\$ 2,325	\$ (7)	\$ (49)		4,095
Components of comprehensive income:									
Net income	0	0	0	0	69	0	0		69
Change in foreign currency translation	0	0	0	0	0	0	31		31
Change in unrealized gain on available-for-sale securities, net of tax	0	0	0	0	0	0	(12)		(12)
Change in unrealized gain on derivative investments, net of tax	0	0	0	0	0	0	(5)		(5)
Total comprehensive income									83
Amortization of deferred stock compensation	0	0	0	0	0	15	0		15
Write-off of deferred stock compensation	0	0	0	0	0	5	0		5
Common stock issued under stock plans	0	0	9,299	128	0	(75)	0		53
Settlement of forward purchase agreement	0	0	(1,531)	(35)	0	0	0		(35)
Tax benefit related to stock options	0	0	0	7	0	0	0		7
Balances as of September 27, 2003	0	\$ 0	366,727	\$ 1,926	\$ 2,394	\$ (62)	\$ (35)		4,223



CONSOLIDATED STATEMENTS OF CASH FLOWS

(In millions)

Three fiscal years ended September 27, 2003

	2003	2002	2001
Cash and cash equivalents, beginning of the year	\$ 2,252	\$ 2,310	\$ 1,191
Operating Activities:			
Net income (loss)	69	65	(25)
Cumulative effects of accounting changes, net of taxes	(1)	0	(12)
Adjustments to reconcile net income (loss) to cash generated by operating activities:			
Depreciation, amortization and accretion	113	114	100
Stock based compensation expense	16	5	2
Non-cash restructuring	12	8	0
Benefit from deferred income taxes	(11)	(34)	(36)
Loss on disposition of property, plant, and equipment	2	7	9
Gains on sales of short-term investments, net	(21)	(7)	0
(Gains) losses on sales of non-current investments, net	(10)	42	(88)
Gain on forward purchase agreement	(6)	0	0
Unrealized loss on convertible securities	0	0	13
Purchased in-process research and development	0	1	11
Changes in operating assets and liabilities:			
Accounts receivable	(201)	(99)	487
Inventories	(11)	(34)	22
Other current assets	(34)	(114)	106
Other assets	(30)	(11)	12
Accounts payable	243	110	(356)
Other liabilities	159	36	(60)
Cash generated by operating activities	289	89	185
Investing Activities:			
Purchases of short-term investments	(2,648)	(4,144)	(4,268)
Proceeds from maturities of short-term investments	2,446	2,846	4,811
Proceeds from sales of short-term investments	1,116	1,254	278
Proceeds from sales of non-current investments	45	25	340
Purchases of property, plant, and equipment	(164)	(174)	(232)



Cash used for business acquisitions	0	(52)	(19)
Other	33	(7)	(18)
	<u>828</u>	<u>(252)</u>	<u>892</u>
Cash generated by (used for) investing activities			
Financing Activities:			
Proceeds from issuance of common stock	53	105	42
Cash used for repurchase of common stock	(26)	0	0
	<u>27</u>	<u>105</u>	<u>42</u>
Cash generated by financing activities			
Increase (decrease) in cash and cash equivalents	<u>1,144</u>	<u>(58)</u>	<u>1,119</u>
Cash and cash equivalents, end of the year	<u>\$ 3,396</u>	<u>\$ 2,252</u>	<u>\$ 2,310</u>
Supplemental cash flow disclosures:			
Cash paid during the year for interest	\$ 20	\$ 20	\$ 20
Cash paid for income taxes, net	\$ 45	\$ 11	\$ 42
Noncash transactions:			
Issuance of common stock for conversion of Series A preferred stock	\$ 0	\$ 0	\$ 76
Issuance of common stock in connection with acquisition	\$ 0	\$ 0	\$ 66



Additional Appendices

1. Profile in Success: Maine Public Schools

1 to 1 Supports Transformation of Maine Classrooms

Augusta, Maine — In March of 2002, former Governor of Maine Angus King pledged his support for educational technology by announcing the country's most ambitious learning technology initiative to date — the distribution of wireless iBook computers to all 36,000 middle school students and teachers in the state. Since then, King's successor, Governor John Baldacci, has enthusiastically endorsed the Maine Technology Learning Initiative (MLTI), and the extension of the laptops' reach into his state's high schools. Educators all over the U.S. have been eagerly anticipating the results of research conducted in classrooms that have been using the laptops. Now, with two years of research and analysis completed, the State of Maine is sharing their good news with the community.

"When I came into office, the University of Southern Maine was doing a study on the impact of the laptop initiative," Baldacci notes. "Although the study was incomplete at the time, the researchers had seen tremendous promise. Also, during my campaign I heard from numerous parents that I needed to keep the iBook program going. It meant a lot to their children, some of whom were never doing homework before, and were actually enjoying it and staying after school to study. What I heard was remarkable!

"It's really about developing constant, lifelong learners who are expert thinkers and problem-solvers. Our iBook initiative allows and supports that kind of learning, in ways we never could have imagined."

Bette Manchester, Director of Special Projects
Maine Department of Education

"Since I've been in office, I think the research has begun to quantify the laptops' very positive impact," Baldacci continues. "Once Governor King and our legislature opened up to our students the knowledge that's available through the Internet and the wireless iBook laptops, I felt it was our responsibility to maintain that openness and accessibility. We just can't turn back now."

Classroom Research Results in Similar Findings

Maine received one of ten federal grants that enabled the launch of a three-year, scientific research project to study the impact of the 1 to 1 program on student achievement and teacher professional development in mathematics. The analysis of Maine's 1 to 1 learning program took a multi-pronged approach, and required countless hours of collaboration between the research teams and school principals, teachers, and students. MLTI's researchers were culled from the University of Southern Maine's Maine Education Policy Research Institute, the Maine Department of Education, and Classroom Connections International in Canada.

Dr. David Silvernail, codirector of the Maine Education Policy Research Institute, was tasked with tracking the long-term impact of the iBook program. Silvernail and his colleagues conducted their research in three cycles, with the intent of connecting with all principals, teachers, and students who had received the iBook laptops.



Says Silvernail, "During our first phase, we attempted to get as much information as possible from as many of the participants as we could. Also, we targeted some schools in different parts of the state, and schools that varied in size and configuration, and these became quasi-case studies. In the first round we tried to figure out how the laptops were being used.

"Nearly 80 percent of the teachers confirmed that the iBook laptops help them better individualize their curriculum to fit their students' needs."

Dr. David Silvernail, Co-Director
Maine Education Policy Research Institute

"In the second phase," continues Silvernail, "we tried to get a sense from the kids and the teachers of the results of the 1 to 1 laptop program. The last round of research gave us data on the overall impact of the laptop program on teaching and learning. We conducted one-to-one (or sometimes one-to-three) discussions with the kids. The results, and the benefits of the iBook laptops, were pretty clear."

Laptops Enable Customized Curriculum

According to Silvernail, over half of the teachers reported that they were using the laptops to manage student information, such as attendance, assignments, and grades. Nearly 80 percent of the teachers confirmed that the iBook laptops help them better individualize their curriculum to fit their students' needs; almost 90 percent agreed that they "can explore topics to greater depth" with their students when using the laptops.

"One teacher in particular told us that she can quickly come up with 15 or 20 different learning options for her lessons, and many ways for students to enter the curriculum and get to pertinent content and knowledge," confirms Silvernail. "Also, teachers are engaging their students and helping them to develop a curriculum by saying things like 'I want a really good website that demonstrates this ... go find one.' This moves the child into being the teacher and the learner. As a result, they actually go deeper into their curriculum and learning."

Students Actively Involved in Learning

Approximately 90 percent of all teachers surveyed said that students who use an iBook "are more actively involved in learning," and that the "quality of my students' work increases when we use the laptops."

"Traditionally," Silvernail continues, "kids have to go through their teachers to get to knowledge. But when every child has an iBook, he or she doesn't have to go to the lab, or the library, or depend on a teacher to deliver — and maybe filter — the knowledge. Instead, that teacher becomes a true facilitator, and helps the students to understand what they're learning.

"There are other factors that go along with these changes, such as leadership in the schools and professional development," Silvernail acknowledges. "But what we found is that 1 to 1 learning with the iBook laptops is what's really changing the environment and raising student achievement. In talking with the teachers, we've found a huge shift in the power for access to knowledge."

(Read additional research findings from Dr. Anne Davies of Classroom Connections International.)



Professional Development Being Assessed, Too

Educators need ongoing professional development to make the best use of their technology tools. The MLTI staff continues to provide technology integration support through workshops, email support, onsite visits, distance learning, and workshops, as well as web resources.

"1 to 1 learning with the iBook laptops is what's really changing the environment and raising student achievement."

Dr. David Silvernail

While the research continues on the effects of educational technology on students, Maine is also conducting its Impact Study of Technology in Mathematics (MISTM), a collaboration of the Maine Department of Education (DOE), Maine Education Policy Research Institute (MEPRI) and the Education Development Center (EDC) in Boston, MA. This three-year research study is examining the impact of a technology-infused professional development program for seventh and eighth grade mathematics teachers on the mathematics achievement of rural middle school students in technology-rich classrooms. The research study will be conducted through 2006.

Creating Lifelong Learners

According to all of the research, it's clear that the iBook laptop initiative has changed the way in which Maine students learn, how they regard learning, who is now responsible for their learning, and what the quality of that learning will be in the future.

"I really believe that the iBook laptops can change learning for all children and help teachers differentiate instruction in ways we never imagined."

Bette Manchester

"When I think about Maine's laptop program," says Dr. Anne Davies of Classroom Connections International, "what comes to mind is that yes, you can look at test scores of students who are using them — and actually, those scores are rising — but that's really not the measure of what's going on here. It's much more complex, and much more valuable, in terms of students' lifelong learning. I really don't know how anyone could think that students could do their work without access to technology!"

Manchester echoes the thought: "I've been in education for 36 years, and I've worked with some of the neediest to some of the highest-achieving students. I really believe that the iBook laptops can change learning for all children and help teachers differentiate instruction in ways we never imagined."

Developing a Stronger Economy

Governor Baldacci feels confident that the 1 to 1 learning initiative is helping to prepare a future workforce that will be advantageous to Maine's economy. He hopes to see the program extended to his state's high school students, and is now working with the Department of Education to create home-based (and laptop-based) technology training programs for Maine's adults.

Says Baldacci, "We're focused on two areas for our economic development. One is the protection of our



natural resources, and the other is investing in 21st-century jobs, because there are better pay and benefits attached to them. I believe that being educated and trained in technology will help give our residents a better income. By developing these skills, we'll make sure we have more and better opportunities in our state.

"We could not have done any of this if the people at Apple were not as helpful as they are," Baldacci adds. "They've always been extremely willing to stretch their capabilities so they could help our state. We found that they were more than just a supplier of technology. They were an organization that wanted to see us become very successful, and they dedicated the personnel and resources necessary to make that happen. Apple has established a very solid partnership with Maine, and I've been very pleased with the results."

One Eastern Elementary student in particular appreciates what Maine has done for its students, saying, "Thanks to my Mom and Dad for raising me, to my teachers for guiding me, and to the Governor for these iBook computers."



High Hopes for a Low-Performing, Rural School

Augusta, ME — In the field of K-12 education, few initiatives have received the national visibility of Maine's laptop program. With 40,000 wireless iBook laptops distributed to all middle school students and teachers in the state, the opportunity to collect data about the effects of educational technology on learning has been invaluable. As part of Maine's research effort, Dr. Anne Davies of Classroom Connections International conducted a case study on one K-8 school in Maine. Her findings revealed a number of exciting benefits of technology-enabled teaching and learning.

Dr. Davies was asked to focus her analysis of the 1 to 1 learning initiative on a failing school, that was located in a community and had suffered an economic downturn. The first phase of her study took place between September of 2002 and June of 2003, with follow-up work to verify her findings between September 2003 and February 2004. To protect students', teachers', and parents' identities, the school Davies visited became known as Eastern Elementary.

"The community was not feeling very good about itself, and everyone was eager to try to correct the things that didn't work," Davies says. "I ended up working with the entire K-8 staff — not just the teachers who were using the laptops — to help them put together an assessment system. That was very helpful in giving me a sense of what the environment was like before they received their iBook laptops."

iBook Increases Student Engagement

Davies became a familiar face at Eastern Elementary. Hunkered down in the back of the combination seventh/eighth grade classroom, she closely observed teaching and learning with the laptops. She also conducted one-on-one interviews with students, sent and received "interviews" via email, reviewed 60 pounds of evidence of student learning, combed through 50 CD-ROMs containing still more student work, and examined a 9 GB hard drive archive of students' digital projects.

"Where students might have written a single page before, now they're writing a five-page story with their iBook laptops. There was almost a sense of awe, in terms of what they were able to accomplish."

Dr. Anne Davies, Researchers
Classroom Connections International

Davies's research pointed out several themes and trends. Having access to a 1 to 1, high-speed, wireless environment emerged as the key driver for positive change in the classroom.

"The students all talked about faster learning," Davies says, "and about being more motivated. We were able to document not only the engagement, but also the change in quality and quantity of work over time, too. Where students might have written a single page before, now they're writing a five-page story with their iBook laptops. There was almost a sense of awe, in terms of what they were able to accomplish, and with whom they interacted."

Positive Attitudes Prevail

One of the greatest revelations, says Davies, was that even in a classroom of adolescents who might normally be adopting negative attitudes towards school, she saw none of that behavior. Instead, students' personal context for learning underwent a significant shift when they began working with their iBook laptops.



"In this classroom," Davies marvels, "it seemed as though being engaged and learning was the cool thing — to be connected was really important. I wish I could find a way to convey this experience. It was amazing to watch these students be that engaged, to be working that hard, and to be that thoughtful about their work."

In Davies' research document, "Finding Proof of Learning in a One-to-One Computing Classroom," one student is quoted as saying that if her class's iBook laptops were taken away, "I'd say, 'You're slowing us down; we're taking a step backwards. There's not enough information [in books] for us anymore.'"

"I never used to like writing, and now I love it. It was the computer that made the difference."

Eastern Elementary School Student

Another adds, "I never used to like writing, and now I love it." Still another comments, "I used to think writing was boring, and I didn't want to do it. But then I started typing and ... I let my imagination go and I started making up different stories, like aliens and all types of stuff. It was the computer that made the difference."

Researchers Document New Trends

Ultimately, says Davies, students and teachers alike at Eastern Elementary viewed the iBook laptops as being the "great equalizer" in learning. Communication via the laptops is much simpler, so students can learn from each other as well as their teachers.

In addition, students experiment more because fixing mistakes is a simple process. Thus, students are more willing to make mistakes, and see them as learning opportunities. Also, students feel they are producing more work, that their work is of greater range and quality, and say they're applying, analyzing, and synthesizing information and knowledge more often. And the best news of all — Eastern Elementary is no longer a failing school.



2. Subcontractor Transmittal Letters

Bell Industries



February 16, 2006

Mr. Thomas J. Maher
Professional Services Manager
Apple Computer, Inc.
2475 Sycamore Avenue
Ronkonkoma, New York 11779

Dear Mr. Maher:

Bell Industries, Inc. is pleased to confirm our offer to provide services in support of your proposal to the State of Maine in response to the Maine Learning Technology Wireless Classroom Solution Request for Proposal # 1205143 dated January 13, 2006. Specifically, Bell will manage and perform the installations of the wireless network enhancements requested in the RFP.

We have carefully reviewed the requirements and specifications of the RFP and are comfortable that our extensive experience with this type of work will result in a thorough installation at the budgeted price.

Thank you for selecting Bell to perform this work as your designated subcontractor for this exciting engagement.

Sincerely,

Mitch Rosen
Chief Financial Officer

cc. Walter F. Manley, III – Vice President



Nexus Management



February 16, 2006

Apple Corporation
RE: Commitment Letter

Relating to this RFP, our scope of work at Nexus Management, Inc. includes Managed Hosting Services for Apple at our data center facility based at 4 Industrial Parkway, Brunswick, Maine 04011.

Please accept this statement as authorization on behalf of Nexus Management, Inc. that we are willing and committed to performing the services as contracted and outlined to us for the requirements and specifications relating to this RFP.

Sincerely,

Tara L. Carpenter
US Manager
Nexus Management, Inc.



3. Summary of Mac OS X Accessibility Features

This table provides a summary of Mac OS X accessibility features, applications that enhance accessibility, and creative expressions tools and applications.

Category	Technology/Feature	Benefit
Vision		
	<i>VoiceOver</i>	Fully integrated screen reader. Provides an unprecedented level of accessibility for students with visual or learning disabilities. VoiceOver is designed with collaboration in mind.
	<i>Zoom</i>	Magnifies everything on computer screen
	<i>View and Magnification</i>	Increase icon size and text size; Magnify items in the Dock
	<i>Scalable Cursor</i>	Easily increase the size of the mouse cursor. Cursor scaling works together with other screen magnification technologies in Mac OS X.
	<i>Text-to-Speech</i>	Speaks highlighted text as well as text in dialogues and alert messages.
	<i>Speech Recognition</i>	Enables user to invoke common tasks and manipulate user interface by voice
	<i>Talking Alerts</i>	Alert messages spoken by computer
	<i>Display Adjustments</i>	Computer's display can be changed to enhance readability (e.g., grayscale, monochrome, or high-contrast video display)
	<i>Keyboard Navigation</i>	Enables user to manipulate user interface using keyboard only
	<i>Calculator</i>	Accessible using keyboard only; Can speak key pressed and calculation results
Hearing		
	<i>QuickTime text track</i>	Enables text access to audio in video or audio-only content.
	<i>Visual Alerts</i>	Alerts cause entire screen to flash
	<i>iChat AV with iSight</i>	Enables sign-language conversations over the Internet
Physical/Motor		
	<i>Keyboard Navigation</i>	Manipulate the user interface using the keyboard only
	<i>Slow Keys</i>	Accommodates users who press wrong keys accidentally and often
	<i>Sticky Keys</i>	Press a set of modifier keys as a sequence
	<i>Mouse Keys</i>	Use the numerical keypad as a mouse.
	<i>Key Repeat</i>	Adjustable keyboard repeat delay
	<i>Text-to-Speech</i>	Speaks highlighted text as well as text in dialogues and alert messages.



<i>Speech Recognition</i>	Enables user to invoke common tasks and manipulate user interface by voice
<i>Calculator</i>	Accessible using keyboard only; Can speak key and pressed and calculation results
<i>iChat AV and iSight</i>	Text and video chat
Literacy and Learning	
<i>Text-to-Speech</i>	Speaks highlighted text as well as text in dialogues and alert messages.
<i>Talking Alerts</i>	Alert messages spoken by computer
<i>Speech Recognition</i>	Enables user to invoke common tasks and manipulate user interface by voice
<i>Display adjustments</i>	Computer's display can be changed to enhance readability (e.g., grayscale, monochrome, or high-contrast video display)
<i>Calculator</i>	Accessible using keyboard only; Can speak key and pressed and calculation results
<i>TextEdit</i>	Talking word processor with word completion
<i>Sherlock</i>	Combined with text-to-speech, hear resource materials read aloud
<i>iChat AV</i>	Built-in spelling checker for users with learning or cognitive disabilities
<i>QuickTime text track</i>	Enables text access to audio in video or audio-only content.
Language and Communication	
<i>Text-to-Speech</i>	Speaks highlighted text as well as text in dialogues and alert messages.
<i>TextEdit</i>	Word processor with text-to-speech and spell-checking features
<i>iChat AV</i>	Built-in spell check
<i>Multiple Users</i>	Select Simple Finder for this user



4. Summary of Third-party Assistive Technology Solutions

This table provides a summary of third-party assistive technology solutions available for the Mac platform.

Category	Manufacturer	Product
Vision		
	<i>Index Braille</i>	Macintosh Drivers Braille Translation built into drivers software
	<i>Sighted Electronics</i>	USB Braille Embossers
	<i>Katie Player s</i>	Katieplayer for Mac OS X Daisy player which also plays RFB&D book
	<i>RFB&D</i>	Books for the Blind and Dyslexic
	<i>RJ Cooper</i>	Biggy Cursors Variety of large cursors
	<i>Bitstream</i>	Tiresias Fonts Collection Fonts for those with vision disabilities
	<i>Libbraile</i>	Mac OS X Braille translation software for refreshable Braille displays
Hearing		
	<i>VCom 3D</i>	ASL Animations Signing Software of American Sign Language
	<i>SoftTTY</i>	SoftTTY A full-featured TTY with auto-dialing, message logging and much more.
	<i>Dawn Sign Press</i>	Signing Naturally Instructional curriculum guides, workbooks and DVDs for teachers and students.
	<i>CPC Computer Prompting and Captioning</i>	MacCaption Software enables user to do final caption formatting, positioning and timing
Physical/Motor		
	<i>AEC Software</i>	FastTrack Schedule Organize, track and manage all your project details. Full support for Section 508b, offering accessibility for persons with disabilities
	<i>Assistiveware</i>	Keystrokes On-screen keyboard for users who can use a mouse or alternative mouse SwitchXS Switch-based computer access solution for users who cannot use a mouse or keyboard but can only press a single switch. It



Category	Manufacturer	Product
		works with any standard Mac application and offers full mouse and keyboard emulation. TouchStrokes On-screen keyboard for a touch screen
	<i>Crick Software, Inc.</i>	USB Switch Interface Switch box for switch users.
	<i>DataHand Systems;</i>	DataHand Ergonomic Keyboard Increases keyboard user comfort and reduces repetitive stress (RSI) associated with flat keyboards.
	<i>Eye Response Technologies</i>	ERICA An eye gaze computer mouse control system
	<i>FrogPad, Inc</i>	FrogPad One-handed keyboard for USB and Bluetooth-compatible computers.
	<i>IntelliTools, Inc.</i>	IntelliKeys USB 2.0 Consists of 576 membrane keys that can be grouped to form larger, custom keys. Comes with six pre-programmed overlays
	<i>Lomak</i>	Lomak Light Operated Mouse and Keyboard
	<i>MacSpeech</i>	iListen Speech recognition software which allows you to dictate, correct, transcribe, edit and format in virtually all applications; includes text macro feature; AppleScript compatible, hands free. ScriptPaks Kits to extend your voice recognition software's command and control capabilities.
	<i>nFinity, Inc</i>	QuickVoice A feature-rich digital voice recorder, voice email, and voice stickies software for Mac OS X. Record quick voice notes or entire lectures.
	<i>Kinesis Corporation</i>	Kinesis MPC Contoured Ergonomic Keyboards
	<i>Madentec</i>	Tracker Head pointing system for mouse and for use with on-screen keyboard IntelliSwitch Switch interface
	<i>Matias Corporation</i>	Matias Half Keyboard Allows fast one-handed keyboarding
	<i>Origin Instruments</i>	Head Mouse Replaces a standard computer mouse for people who cannot use their hands.



Category	Manufacturer	Product
	<i>RJ Cooper</i>	CrossScannerX A single switch emulator with two new modes — Inverse Scan and 2 Switch Step Scan. SmartClickX Allows people that cannot click (or who can only single click) but can move the cursor (mouse, trackball, joystick, SmartNav) to perform all button actions. SAM-JoyStick A configurable 4 button USB joystick SAM-Trackball A configurable USB trackball
	<i>Troll Touch</i>	Touch Screens For iMac, iBook, eMac and Displays
Literacy and Learning		
	<i>Attainment Company, Inc.</i>	Basic Attainment Teach basic concepts step-by-step. Advanced graphics and clear screen presentations make the Basic Attainment series engaging and very easy to use. First Money Designed to help people become more independent with money skills by learning and recognizing money names, equal value, and what each coin or bill. Functional Literacy Systems Set of 4 CD-ROMs designed for low-level readers to learn and recognize important signs and words used in every day life. Looking for Words Community exploration program combines reasoning skills with vocabulary building. Excellent for reading enrichment. Making Change Designed to teach users about being a store clerk with practice on entering purchases, giving change to customers, using a keypad and much more. Personal Success CD Designed to teach students about personal hygiene, grooming and dressing skills; 53 activities divided into categories such as personal care for women and men. Picture Cues Designed to teach students life skills with over 680 graphics with text and speech; categories include personal care, housekeeping, scheduling, mealtime and shopping.



Category	Manufacturer	Product
		<p>Show Me Math Students learn in four critical areas, addition and subtraction, multiplication, and division. Programs feature assessment and instructional modes.</p> <p>Show Me Spelling Allows students to succeed at spelling, while learning up to 600 words independently. Appropriate for any age and a wide range of ability levels.</p> <p>Word Wise This program combines words, pictures and speech to promote functional literacy; students can record their voices and then compare them to the computer's version.</p>
	<i>Don Johnston, Inc.</i>	<p>SOLO Reading and Writing Software for struggling students</p> <ul style="list-style-type: none">• <i>Read OutLoud</i>: Reading support software that includes reading comprehension strategy guides• <i>Draft Builder</i>: Software to help students plan and organize their writing.• <i>Write OutLoud</i>: Software to support the writing and editing process.• <i>CoWriter</i>: Word prediction software helping students create richer sentences. <p>Start To Finish Books Books for struggling students that include paperback, computer and audio versions incorporating assessment.</p> <p>WordMaker Systematic approach to teaching phonics</p> <p>Simon SIO Individualized phonics instruction</p>
	<i>Crick Software, Inc</i>	<p>Clicker A powerful writing and creativity tool designed to motivate and support children as they learn to read and write.</p> <p>Planet Wobble Materials for early readers to be used with Clicker</p> <p>ClozePro Has cloze activities for students and teachers can create cloze activities</p>
	<i>Failure Free Reading</i>	<p>Failure Free Reading Software and online solutions providing a literacy alternative to "at-risk" and "phonetically deaf" students</p>



Category	Manufacturer	Product
	<i>IntelliTools</i>	IntelliTools Classroom Suite Brings together into a Mac OS X compatible, network-ready integrated suite of three classroom tools: IntelliPics Studio 3, IntelliTalk 3, and IntelliMathics 3 IntelliPics Studio 3 Multimedia tool for creating multimedia slide shows, presentations, games plus much more; user friendly interface with drawing and painting tools; includes over 1500 images IntelliTalk 3 Combines speech and graphics to meet the learning needs of all your students. A wide variety of speech options reinforce letter and word recognition. IntelliMathics 3 Designed for students in grades Pre-K through 8, this software explores a wide range of math concepts. Balanced Literacy Reading Year long early literacy instruction.
	<i>Lexia Learning</i>	Lexia Early Reading Interactive reading program focused on increasing phonological awareness among 4-6 year olds. Lexia Primary Reading Program designed to help children master basic reading skills including beginning and ending sounds, syllables and segmenting, sight words, decoding skills, and vocabulary and comprehension skills. Lexia Strategies for Older Students Designed to help all readers improve their skills. Appropriate for ages 9adult.
	<i>Kurzweil Education Systems</i>	Kurzweil 3000 for the Mac Reading, writing and learning software for struggling students. It is widely recognized as the most comprehensive and integrated solution for addressing language and literacy difficulties.
	<i>MarbleSoft</i>	Early Learning I Activities include pre-reading skills of matching colors, learning shapes and counting numbers. Early Math Skills Teaches addition, subtraction, number sequencing and greater than/less than. Money Skills Teaches counting money and making change.



Category	Manufacturer	Product
	<i>Slater</i>	Picture It The easiest and fastest teachers' tool for adding pictures to text. Students struggling to understand print can have successful literacy experiences every day using picture-supported materials. PixWriter A writing program combining text, pictures, buttons, and voice output. Fun for beginning writers, ESL and autism.
	<i>TextHelp</i>	Read & Write Gold for Mac Provides literacy support alongside other applications such as word processors, spreadsheets, databases, Internet, and email.
Language and Communication		
	<i>Assistiveware</i>	Proloquo Provides an alternative communication system
	<i>Laureate Learning</i>	Creature Chorus Sterling Edition Using animation to train cause and effect, switch use, visual tracking, discrete pointing and turn-taking. Appropriate for students functioning at age 6 months and older. First Categories Sterling Edition Designed to help those with disabilities and impairments, this helps them learn categorization using 60 nouns in 6 categories. First Words, First Words II, and First Verbs Sterling Edition Provides highly structured training of early developing nouns and verbs. Simple Sentence Structure, Sterling Edition Teaches sentence comprehension and production with subject-verb-object word order.
	<i>Mayer-Johnson</i>	BoardMaker Communication and learning tool with over 3000 Picture Communication Symbols in a vector format.



Access for Everyone

Innovative learning solutions for all students, including those with special needs.



For more than 25 years, Apple has been dedicated to providing technology tools that break down the barriers to learning for all students, regardless of their special needs or learning differences. Today, our innovative solutions make learning more accessible and more affordable than ever before.

Affordable built-in access.

Apple's industry-leading operating system, Mac OS X "Tiger," provides a uniquely accessible experience that enables all students to use and share the same technology. On a Mac, accessibility features are built-in, easy to locate, and can be adapted to meet each user's requirements. The operating system includes a screen reader, Speech Recognition, Text-to-Speech Synthesis, QuickTime text track, Screen Magnification, Keyboard Navigation, and more—all at no additional cost. In fact, an eMac, which includes the latest operating system, accessible applications, and the VoiceOver screen reader, costs less than the price of a single copy of a traditional screen reader for Windows.

Digital tools for today's learners.

Recent research shows that today's students live and learn differently. They are "digital natives." They watch, listen, learn, communicate, and collaborate with digital media all the time—often all at the same time. So, Apple offers advanced digital learning tools—from Safari RSS, Text Edit, Calculator, the iLife suite, iChat AV, and iWork to the iPod—that enable new and multiple paths to learning and meet the unique needs and preferences of each learner.

Understanding your needs.

Meeting federal guidelines for providing accessible technology can be expensive, but with Apple technology, you can meet these guidelines and stay within your budget, giving teachers and students immediate access to essential tools for teaching and learning. For example, VoiceOver addresses the guidelines described in Section 508 of the Rehabilitation Act of 1973 and is built into Mac OS X Tiger, so there's no additional cost.





“Because accessibility features come standard on every Mac, my visually impaired students can now truly collaborate with their peers in a dynamic way. With Mac OS X Tiger, they can go to any computer and collaborate with their sighted peers, with no extra assistance.”
 Carol Anne McGuire, teacher of the blind and visually impaired
 Imperial Elementary, Anaheim, California

Mac OS X accessibility at a glance.

Mac OS X Tiger is a cost-effective solution for educators interested in individualizing instruction. The Universal Access features of Mac OS X are integrated into the operating system and are specifically designed to provide accessibility to users with disabilities so they can be used together and in conjunction with a variety of applications.

Feature	Function	VI	H	PM	L&L	L&C
VoiceOver	Provides a way to access the Macintosh through speech, audible cues, and keyboard navigation.	•			•	
Zoom	Magnify part or all of the computer screen with incremental zoom.	•				
Text-to-Speech Synthesis	Speaks highlighted text as well as text in dialogs and alert messages. Provides a form with alternative communication in Text Edit.	•		•	•	•
Speech Recognition	Operate the computer with spoken commands.	•		•	•	
View and Magnification	Increase icon, text, and cursor size, and magnify items in the Dock.	•				
Display Adjustment	Adjust the display to enhance readability (for example, grayscale, monochrome, or high-contrast video display).	•			•	
Keyboard Navigation	Manipulate the user interface using the keyboard only.	•		•		
Sticky Keys	Press a set of modifier keys as a sequence rather than all at one time.			•		
Mouse Keys	Perform mouse functions with the numerical keypad.			•		
Slow Keys	Creates a delay between when a key is pressed and when it is accepted, to accommodate users who press wrong keys accidentally and often.			•		
Key Repeat	Prevents accidental entry of multiple single keystrokes.			•		
Flash Screen	Flashing screen indicates an alert sound.		•			
QuickTime text track	Enables text access to audio in video or audio-only content.		•	•		
Multiple Users	Computer can retain preferred accessibility settings for each student.	•	•	•	•	•

VI = Visually Impaired

H = Hearing

PM = Physical/Motor

L&L = Literacy & Learning

L&C = Language & Communication

Access to more information.

To learn more about Apple accessibility technology, visit www.apple.com/education/accessibility.

Or contact an Apple representative at 800-800-APPL.



PowerSchool Premier 5.0 Student Information System

As an open student information system (SIS), PowerSchool delivers smart, up-to-the-second data users require to make critical decisions, every day.

PowerSchool Premier 5.0 Features

For Administrators

PowerSchool is a web-based application for data-driven decision-making that includes:

- Ability to integrate best-of-breed applications through industry-standard mechanisms
- Single data entry
- Up-to-the-second performance data
- Easy parent access and communication
- Built-in reports
- Standards tracking and reporting
- Master schedule building
- Automated walk-in scheduling
- State reporting¹
- Transcript and report card tools
- Form letter creation tools
- District-wide demographic information
- Support for NCLB reporting requirements

For IT Directors

PowerSchool provides flexibility and operational efficiencies with:

- Open Database Connectivity (ODBC)
- Scalability
- Centralized database
- Sophisticated query capability
- Bundled SIF Agent
- Web-based SIS²
- Cross-platform support
- Fully integrated application
- Ability to grow with the customer's needs
- Easy customization
- Secure 128-bit encryption

**Because it's not just about
collecting the data, it's about
the power to use it.**

PowerSchool automates critical functions—such as attendance, complex scheduling, classroom grading, and reporting. Additionally, parents gain immediate access to their children's grades, students can track their own progress, administrators get the most accurate information to make effective decisions, and teachers gain timesaving tools.

PowerSchool is committed to providing educators choices and the flexibility to leverage existing investments. By using the same application that has served districts for years, and providing all of the benefits of an out-of-the-box, industry-leading database, PowerSchool Premier 5.0 allows schools and districts to focus on their primary mission—student achievement.

PowerSchool Premier 5.0 delivers the following key benefits:

Open data access. Through the benefits of Open Database Connectivity (ODBC) and PowerSchool's unique data view layer, customers can quickly and easily access critical student performance data. Because PowerSchool designs the complex business logic and calculations into the data view layer, reports are easier to design and generate. Moreover, information quality is assured. No more wondering if report results are correct.

Interoperate with other applications. PowerSchool Premier 5.0 includes a bundled Schools Interoperability Framework (SIF) Agent. SIF is an industry standard designed to integrate a school's or district's disparate applications, such as SIS, library management, transportation management, etc. This eliminates the need to enter duplicate data in multiple applications, which ultimately leads to greater operational efficiencies and significant cost savings.

Scalability and reliability—meeting the needs of the largest and most sophisticated districts. PowerSchool's robust SQL database allows the application to support districts with much larger student populations or more sophisticated strategic technology plans.

Application maturity and stability. PowerSchool Premier 5.0 offers the strength of a SQL database coupled with the maturity of PowerSchool's technology. The user interface and application logic are identical to the proven PowerSchool SIS technology that currently supports millions of students in schools across the nation.

Low total cost of ownership. PowerSchool Premier 5.0 tightly integrates its database within the application itself. This enables PowerSchool to automate installation and database activities such as backup/restore, performance management, and proactive alerts activities that require manual intervention in non-embedded SIS databases. This tight integration reduces costs significantly because there is no need for a dedicated database administrator nor does it require additional license fees.

Backed by Apple, the leader in education technology. Since 1997, PowerSchool has provided a web-based, cross-platform student information system to schools and districts nationwide. As an independent business unit within Apple, the PowerSchool division provides the responsiveness of a small company with the ability to leverage the financial stability and resources of a successful, Fortune 500 corporation.

For Teachers

PowerSchool eases a teacher's workload with:

- Online attendance
- Integrated gradebook
- Instant grade checks
- Personal comments to students and parents
- Online posting of homework assignments
- Up-to-the-second student progress information for parents and students

For Parents

With PowerSchool, parents can:

- Easily access student grades and assignments anytime, anywhere
- Communicate with teachers
- Track attendance in real time

For Students

With access to assignments and information about their individual progress, students are more accountable for their own academic success. PowerSchool allows students to:

- Track grades and credits
- Access homework assignments online
- Submit course requests

Because it's not just about collecting the data, it's about the power to use it.

For More Information

To receive information about PowerSchool, go to www.powerschool.com and complete the "Yes, I'm Interested" form, or call toll-free: 877-873-1550.

Services

To ensure your success, PowerSchool offers a comprehensive suite of services, including consulting, implementation, data conversion, customization, training, support, and maintenance.

Support

PowerSchool maintains an experienced team of people ready to provide support for your school or district via:

- Email-based support
- Access to the support website, including a self-service web portal
- Downloadable user's guides and additional materials
- Software updates
- Subscription to TechNotes e-newsletter
- Telephone support: toll-free, Monday through Friday, 4:00 a.m.–5 p.m. (PST)

Training

PowerSchool provides customers with the skills and knowledge needed to understand and take full advantage of PowerSchool. We offer a variety of training classes either onsite at your school, online, or offsite at a PowerSchool Training Facility:

- **Initial training.** Provides a basic understanding of PowerSchool and its functionality.
- **Advanced training.** Offers customers the opportunity to enhance their skills and work with hands-on tasks in concentrated areas such as end-of-year processing system administration, and build and load schedules.
- **PowerSchool University.** Brings all levels of PowerSchool users together once a year for a concentrated week of training. Attendees can customize their week of training by selecting from various training courses and skill levels.

Implementation

PowerSchool considers implementation critical to the success of your project and brings extensive experience to the task. Throughout the process, dedicated implementation specialists work closely with our customers to identify and deliver the services they require.

Architecture and System Requirements

Minimum Macintosh server requirements³

- Mac OS X v10.3 or later
- Dual 2.3GHz G5 processors
- 4GB RAM
- 120GB available storage - RAID configuration recommended

Minimum Windows server requirements³

- Windows™ 2003 Server*
 - Dual 3GHz or Dual Core Pentium processor
 - 4GB RAM
 - 120GB available storage - RAID configuration recommended
- *2003 Standard Ed. (64-bit) or Enterprise Ed. (32 or 64-bit)

Note: These server requirements are meant to be used as guidelines. Your needs may vary depending on individual usage scenarios. PowerSchool will conduct a customized assessment to determine your specific hardware requirements.

Network Requirements

PowerSchool requires a full-time, high-speed (T1 at 1.5MB) Internet connection to the school or district's network. It is recommended that a minimum of 100MB Ethernet supporting the TCP/IP protocol be in place on the LAN/WAN with 100MB connectivity to the server. The optimal configuration is 1GB Ethernet. PowerSchool should be the only application running on the server. Due to performance considerations, switches must be used instead of hubs.

¹State reporting feature is not available for all states. For the latest state reporting availability call 877-873-1550. ²Web-based solution may require Internet access; fees may apply. Safari 1.2x, Microsoft Internet Explorer 5.X, or Netscape 6.X recommended. ³For a complete list of the latest requirements, please visit the PowerSchool support site: www.powerschool.com.



Security in Mac OS X

Safety by design.

Features

Security built in

- Communication ports closed by default
- Personal firewall to protect network services
- Open source foundation
- UNIX user-based file permissions
- Common Data Security Architecture (CDSA)
- Systemwide support for X.509 certificates
- Automatic updates via Software Update

Standards-based authentication

- Kerberos for secure single sign-on authentication to network resources
- Directory authentication using any LDAPv3 service or Active Directory
- L2TP or PPTP for accessing virtual private networks (VPNs)
- NTLMv2 support for increased compatibility with Microsoft technology

Confidentiality of data

- Protection of home directory data using FileVault with 128-bit AES encryption
- Highly secure data portability with strong encryption of disk images
- Keychain for securely storing personal passwords, digital certificates, and notes
- Support for multiple users with discrete passwords and home directories on a single computer

Secure network communications

- SSL and TLS for secure, encrypted transport of information
- Encrypted WebDAV via SSL
- S/MIME for signing and encrypting email

Networking security standards

- Built-in 802.1X client for port-based authentication on wireless networks
- SSH for secure remote access to the command line
- Integrated internal firewall based on IPFW

Security has never been a more important consideration when selecting a computer platform. Whether you're a home user with a broadband Internet connection, a professional with a mobile computer, or an IT manager with thousands of networked systems, you need to safeguard the confidentiality of information and the integrity of your computers.

Apple is working to ensure that your Mac is safe and secure by implementing a security strategy that is central to the design of Mac OS X.

- **Secure default settings.** When you take your Mac out of the box, it is configured to be secure on the Internet, so you don't have to be a security expert to set up your system.
- **Modern security architecture.** Mac OS X includes state-of-the-art, standards-based technologies that enable Apple and third-party developers to build secure software for the Mac. These technologies support all aspects of system, data, and networking security required by today's applications.
- **Innovative security applications.** Mac OS X includes features that take the worry out of using a computer. FileVault protects your documents using strong encryption, an integrated VPN client gives you secure access to networks over the Internet, and a powerful firewall secures your home network.
- **Open source foundation.** Using open source methodology makes Mac OS X a more robust, secure operating system, as its core components have been subjected to peer review for decades. Problems can be immediately identified and fixed by Apple and the larger open source community.
- **Rapid response.** Because the security of your system is so important, Apple responds rapidly to provide patches and updates. Apple works with worldwide partners, including the Computer Emergency Response Team (CERT), to notify users of potential threats. Should vulnerabilities be discovered, the built-in Software Update tool automatically notifies users of security updates, which are made available for easy download and installation.

Technology Brief

Mac OS X: Security

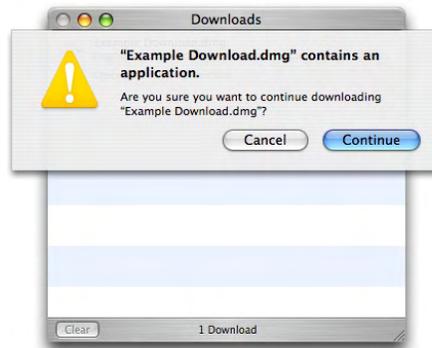
Secure Default Settings

The first time you turn on a Mac, the system is set up securely. Apple sets up the system with secure default settings so you don't need a security expert to keep your data and system safe.

Secured ports. Mac OS X—unlike many operating systems—ships with all communication ports fully secured. Communication ports enable your computer to communicate with other systems on the network via services such as file, web, and printer sharing. Insecure ports can provide an opening into your computer through which intruders can enter. Mac OS X protects your computer and your network by shipping with all ports closed, allowing only an administrator user to open them as needed. Once opened to allow communication between computers, the sharing services in Mac OS X are highly secure, benefiting from years of review by security experts in the open source community.

Safe attachment handling. Files sent to you through mail or other programs are not automatically opened, as they may contain harmful code. This helps you to make sure that the only programs running on your Mac are the ones that you want to run.

Safe-download validation. When you download files in Safari and Mail, Mac OS X analyzes the file to determine whether it contains an application. If the file appears to contain an application, you are asked to confirm whether to continue with the download—giving you the opportunity to avoid inadvertent installations on your system.



New-applications warning. When you open an application manually, you are making an explicit choice. But when you double-click a document or click a URL, you may not know which application will open it. The new-applications warning alerts you before the system opens an application for the first time.



You can either open the application or cancel the attempt, which is appropriate if you don't recognize or trust the application. Once an application has been opened, this message does not appear again for the application. Applications included with your computer are considered trusted and do not trigger the warning.

User permissions model. Mac OS X gains its secure user model from a robust, open source UNIX core. Apple has furthered this security model by disabling the root account by default, a method known as “running with least privileges.” By running code with the minimum necessary level of privileges, Mac OS X helps to protect the system from inadvertent or deliberate damage.

There are three types of user accounts in Mac OS X:

- **User.** The user account is the least privileged account in the Mac OS X system. The user can modify settings only for his or her account and cannot affect the entire system. It is considered a good security practice to have all users operate at this level of permissions. If further privileges are required to install software or modify system settings, an administrator can be authenticated when needed.

Additional limits can be placed on user accounts to prevent them from:

- Opening System Preferences
- Removing items from the Dock
- Changing passwords
- Burning CDs or DVDs
- Using certain installed applications

Open Firmware password protection

To prevent system startup from unauthorized disks, passwords can be used to restrict access to the Startup Manager and to disable hot keys, so the computer cannot be booted from a CD, DVD, NetBoot disk image, or another hard drive using target disk mode. Open Firmware password protection is especially valuable for public kiosks or computer labs, where computer access is unmonitored.

- **Admin.** Mac OS X establishes an admin user account when the system is first installed. The admin user can perform most of the operations normally associated with the root user. The only thing the admin user is prevented from doing is directly adding, modifying, or deleting files in the system domain. However, an administrator can use the Installer or Software Update applications for this purpose. For additional protection, settings that affect the system are locked and can be changed only by an administrator.
- **Root.** Mac OS X defines a superuser, named root, who has full permissions for access to all files on the system. That is, root can execute any file that has any of its execute permissions turned on, and can access, read, modify, or delete any file and any directory. Unlike traditional UNIX systems, Mac OS X disables this powerful account by default. This approach prevents viruses or unauthorized users from making harmful changes to the operating system.

In addition to the major types of user accounts, there are system services and software that require specialized access to certain system components, but do not require login access. Mac OS X uses less privileged system accounts to execute these functions.

New-user creation. To prevent unauthorized users from altering the system in an undesirable way, new users do not have administrative privileges unless assigned by the administrator. As users are added to the system, Mac OS X assigns them non-administrative user accounts and prompts them to choose a password, providing a means of authenticating authorized users.

Safe mail attachment handling. The Mail application built into Mac OS X is designed to handle attachments with extreme caution. It does not run scripts, execute code, or open applications automatically. If you attempt to open an attachment that contains scripts or application code, an appropriate warning is issued and must be acknowledged before the program will proceed.

Physical security

Security begins with your hardware. To protect your system from theft, all Apple computers have internal slots for inserting Kensington locks. In addition, the Power Mac G5 enclosure has a locking mechanism built into the side panel latch, keeping valuable internal components safe from theft or tampering.

Privacy controls

Many junk mailers use HTML-based messages to track your email address. When your mail application downloads an image from an HTML message, it tells the sender that your address is valid and ready to receive more junk mail. To protect the privacy of your inbox, you can change your Mail settings to inhibit the display of images in HTML messages—while leaving you the option to load images for individual mail messages.

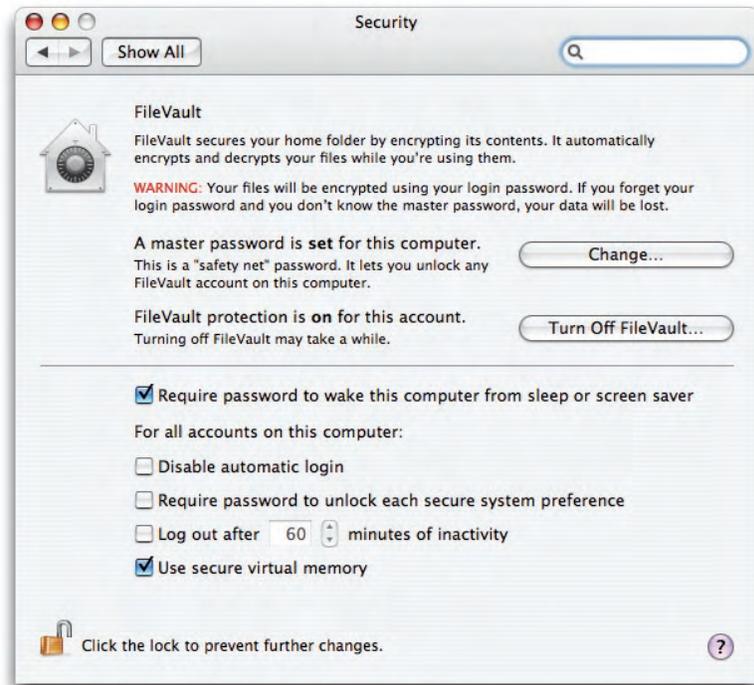
Modern Security Architecture

Mac OS X security services are built on the Common Data Security Architecture (CDSA), with support for cryptography, certificate management, trust policy management, and key recovery. This layered security infrastructure makes it easy for Apple and Mac OS X developers to integrate leading-edge security features, such as authentication and encryption, into their applications.



Easy Management Using System Preferences

Mac OS X consolidates all your security settings in one convenient, intuitive interface. The Security preferences pane makes it easy to activate FileVault, require a password to wake the computer or unlock secure system preferences, and set login and logout preferences.



FileVault secures your entire home folder by encrypting its contents.

Support for multiple users

Mac OS X makes it easy and secure for multiple users to use a single computer, whether at home or in workgroups or labs. Each user can have a unique user name, password, keychain, and home directory, while UNIX-based access controls prevent unauthorized users from accessing another user's private data.

For added control, the administrator can authorize individuals to access specified resources, while restricting others from these privileges. Authorizations include permission to change what appears in the Dock, modify system preferences, change passwords, burn CDs or DVDs, install software, launch applications, and access printers.

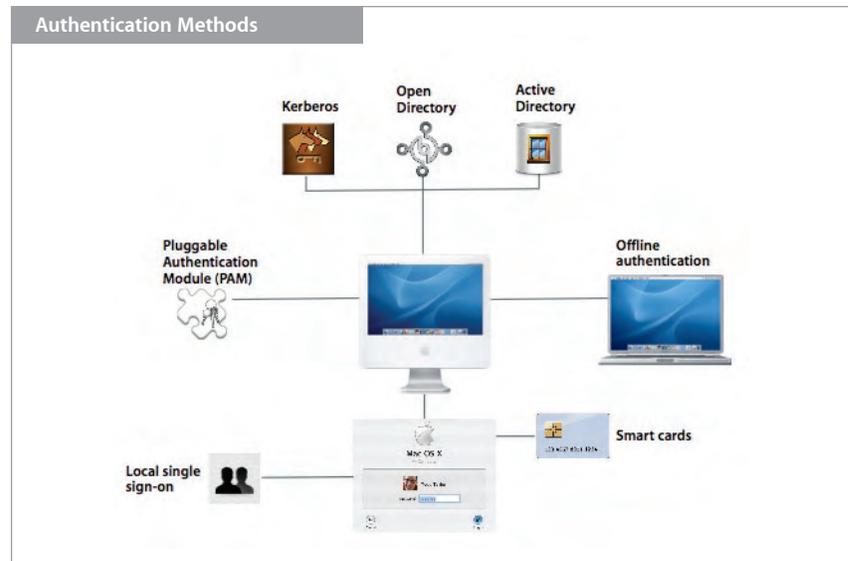
Biometric devices

Mac OS X supports emerging biometrics-based authentication technologies, such as thumbprint readers. Password-protected websites and applications can now be accessed without having to remember a long list of passwords. Some biometric devices allow you to authenticate simply by placing your finger on the pad. Unlike a password, your fingerprint can never be forgotten or stolen. Fingerprint identity products provide personal authentication and network access, as well as more robust public key infrastructure (PKI) transactions, personal digital certificates, and virtual private networks.

Strong Authentication

Authentication is the process of verifying the identity of a local or network user.

Mac OS X supports local and network-based authentication to ensure that only users with valid authentication credentials can access the computer's data, applications, and network services. Passwords can be required at login, to wake the system from sleep or a screen saver, to install applications, or to change system settings. In addition, Mac OS X supports emerging authentication methods, such as smart cards and biometric readers (for example, thumbprint readers) from third-party developers.



Local single sign-on. Mac OS X enables you to sign on only once, obtaining your single sign-on credentials from the keychain for local authentication or from directory services for network authentication. This means you can use the same user name and password combination for all privileges.

Smart cards. USB smart card readers enable you to carry your digital certificates with you. This robust, two-factor authentication mechanism complies with the Department of Defense Common Access Card and Java Card 2.1 standards. Similar to an ATM card and PIN code, two-factor authentication relies on something you have and something you know. If your smart card is lost or stolen, it cannot be used unless your PIN is also known.

Pluggable Authentication Modules (PAMs). The Mac OS X security architecture supports Pluggable Authentication Modules, enabling all PAM-based UNIX applications to access its authentication mechanisms.

Offline authentication. By securely caching network-based credentials, Mac OS X allows you to authenticate offline. This means you can disconnect your notebook computer from your office network and work offline—at home or on the road—using the same user name and password.

Open Directory. Mac OS X supports Open Directory 2, the latest version of Apple's standards-based directory services architecture, for storing password enforcement policies and authentication credentials in a robust, central repository. By assigning parameters to the passwords, such as password length, types of characters needed, and expiration time, administrators can require users to pick more secure passwords.

Kerberos. Open Directory integrates MIT's open source Kerberos Key Distribution Center (KDC) for secure access to network resources. This robust directory-based authentication mechanism enables single sign-on to all authorized systems and services. Instead of authenticating to each service individually, you type in your password only once at login to prove your identity to the Kerberos authentication authority, or KDC. In response, the KDC issues strongly encrypted electronic "tickets," which are used to assure all participating applications and services that you have been authenticated securely. Kerberized applications and services include Safari, SSH, SMB, Mail, Telnet, VPN Client, and the AFP (Apple Filing Protocol) client.

Active Directory. Mac OS X allows users to participate on Windows-managed networks, with a single home directory on either a Mac or a Windows-based computer. Network administrators can set one authentication policy for all users, Mac and Windows, permitting Mac OS X users to log in and authenticate to Microsoft's proprietary Active Directory—without any specific changes to accommodate Mac OS X users.

NTLMv2. Mac OS X supports Microsoft's NTLM version 2 authentication protocol for increased compatibility.

Confidentiality of Data

Mac OS X protects the confidentiality of your data, whether it is stored in your home directory, traveling across the Internet, or shared locally on your network.

How tight is AES encryption?

128-bit AES encryption uses on the order of 10^{21} times more keys than its predecessor, the Digital Encryption Standard, or DES, which used 56-bit keys, or 7.2×10^{16} keys. In the late 1990s, specialized "DES Cracker" machines were built that could recover a DES encryption key after a few hours. Let's imagine a phenomenal machine that could crack a DES key in a second, rather than a few hours. It would take that mythical machine approximately 149 thousand billion (149 trillion) years to crack a 128-bit AES key.

FileVault

FileVault keeps your documents secure even if your computer is lost or stolen, by storing them in encrypted form in your home directory—preventing unauthorized users, applications, or utilities from reading them. With FileVault enabled, all the information in your home directory is always encrypted. By logging in and authenticating, you provide the key to access your encrypted documents. Documents are decrypted on the fly as you open them and re-encrypted as you save them to disk.

FileVault encrypts files with the robust Advanced Encryption Standard (AES), the same cryptography technology recommended by the federal government to secure sensitive documents. AES uses a 128-bit key length, which means there are 3.4×10^{38} possible keys for FileVault. In addition, AES relies on a symmetric key cryptographic algorithm that turns the data into cipher text using a four-step transformation process. It performs this transformation 10 times. The result of each pass serves as the origin of the next pass, yielding an encrypted block of data with no known successful method of attack.



Master password

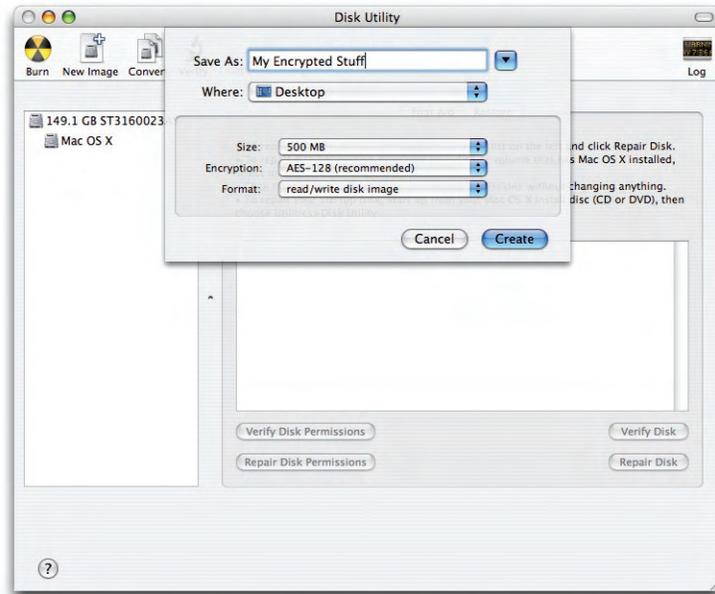
For extra security and control, a master password can unlock your FileVault-protected home directory in case you forget or lose your password. This computerwide password is particularly useful for system administrators who need to keep company data accessible, even if employees forget their password or leave the company. (If the user login password and the master password are both forgotten, the files will be lost forever.)

Store more in your keychain

In addition to passwords, keychains can be used to store notes and other confidential information, such as ATM and credit card PINs. You can even create multiple keychains to store passwords for different purposes—for example, one for work and one for online shopping—or copy your keychain from one computer to another.

Encrypted disk images

The Disk Utility tool included in Mac OS X enables you to create encrypted disk images—using the same 128-bit AES encryption as FileVault—so you can safely email valuable documents, files, and folders to friends and colleagues, save the encrypted disk image to CD or DVD, or store it on the local system or a network file server. A disk image is a file that appears as a volume on your hard drive; it can be copied, moved, or opened. When the disk image is encrypted, any files or folders placed in it are encrypted automatically.

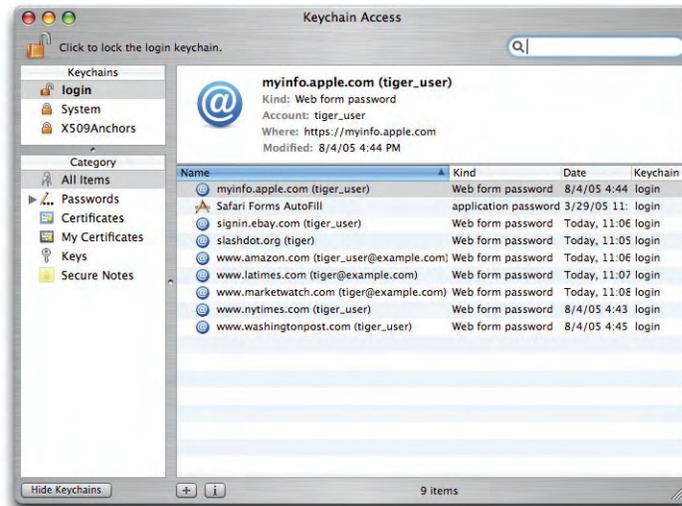


Create encrypted disk images using 128-bit AES encryption.

To see the contents of the disk image, including the metadata, such as file name, date, size, or any other properties, a user must enter your chosen password or have a keychain with the correct password. The file is decrypted in real time, only as the application needs it. For example, if you open a QuickTime movie from an encrypted disk image, Mac OS X decrypts only the portion of the movie currently playing.

Keychain for storing passwords

With a greatly improved interface, the Mac OS X keychain provides a convenient, secure repository for your various user names and passwords. While it's a good security practice to use a unique password for each resource, most users find it impossible to remember so many passwords. With the keychain, it has never been easier to be secure. Use a single login password to unlock your keychain and authenticate automatically to file servers, FTP servers, websites, your .Mac account, email accounts, encrypted files, and other password-protected resources. There's no need to type in—or even remember—the user name and password for each resource. You can choose which items to store in your keychain or require specific applications to request authentication, even if your keychain contains the necessary information.



The keychain securely stores user names and passwords.

All of the password data in the keychain is protected using the Triple Digital Encryption Standard (3DES). For added protection, Mac OS X locks your keychain when you log out. You can also set Mac OS X to lock your keychain when the system sleeps or after a specified time of inactivity, and you can lock your keychain manually at any time. If you store your home directory on a network server, your keychain remains safe. This is because all keychain information is decrypted only on the local client system as applications request it; it is never transmitted over the network.

You can synchronize the keychains on all of your Mac systems with iSync. Using more than one Mac has never been so easy and secure.

Secure Empty Trash

Each time you securely empty the Trash, Mac OS X uses a seven-step algorithm to prevent the data from ever being recovered:

- Overwrite file with a single character
- Overwrite file with zeroes
- Overwrite file with a single character
- Overwrite file with random characters
- Overwrite file with zeroes
- Overwrite file with a single character
- Overwrite file with random characters

Permanent file deletion

Mac OS X includes a Secure Empty Trash command that removes all traces of deleted files from your hard drive, preventing them from being recovered by unauthorized users. In most cases, when a file is deleted from a personal computer, the file's name and location are removed from the disk's directory. However, the file itself remains intact until the space it occupies on the hard drive is needed to store another file. To safeguard against accidental erasures, several commercial utilities enable you to search for and recover these "deleted" files—presenting a security risk if the deleted file is recovered by unauthorized users. The Secure Empty Trash command removes all traces of your deleted files from your hard drive. Secure Empty Trash uses a rigorous protocol that follows the U.S. Department of Defense standard for the sanitization of magnetic media.

Encrypted virtual memory

Virtual memory is used like random-access memory (RAM) to store temporarily needed information on your disk drive for quick retrieval. This virtual or "swap" memory area can contain important, confidential information. With Mac OS X, you can encrypt this area of memory so that it remains protected and not visible to others. This optional setting is available in the Security pane of System Preferences.



Obtaining a digital certificate

Before you can start sending digitally signed messages, you must obtain a digital certificate that identifies you and copy it to the keychain. Certificates can be obtained from your system administrator, public Certificate Authorities (CAs), or special CAs within your organization.



Certificate Assistant

Certificate Assistant is an easy-to-use utility that helps you request, issue, and manage certificates. It contains all of the functionality to create, manage, and issue certificates to a small group of friends or a small office. Certificate Assistant includes many features of a commercial Certificate Authority with none of the cost. The certificates created by Certificate Assistant can be used to send encrypted email, log in to protected websites, or participate in secure chat sessions with iChat.

Technology in Mac OS X that can use digital certificates

- Safari
- Keychain
- VPN Client
- Mail
- Apache
- iChat
- Certificate Assistant
- Login window with a smart card
- Address Book
- Access control lists (ACLs)

Secure Network Communications

For secure communications over the web and email, Mac OS X integrates robust security standards into its Safari web browser and Mail application, including Secure Sockets Layer (SSL) and support for digital certificates. In addition, Mail supports a choice of local and network-based authentication methods.

Secure Internet communications with SSL and TLS

Mac OS X includes SSL versions 2 and 3, today's most common transport mechanism, as well as Transport Layer Security (TLS), the next-generation security standard for the Internet. Safari and other Internet applications automatically start these transport layer mechanisms to provide a secure, encrypted channel between two systems and to protect the information in the channel from eavesdroppers. For maximum protection, Safari and Mail support 40- and 128-bit SSL encryption.

Private browsing

The Safari web browser in Mac OS X saves the contents of web pages you open in a cache so that it's faster to visit them again. With the optional Private Browsing feature, the history and cached information about your surfing habits are not stored or recorded. This provides a way to keep your surfing habits private and not recoverable at a later time.

Digital certificates

The use of digital certificates enables Mac OS X to support secure communications. Similar to showing a driver's license, digital certificates enable these important security services:

- **Authentication.** Digital certificates guarantee the identity of the author or "signer."
- **Data integrity.** Digital certificates ensure that messages have not been changed or altered, whether accidentally or maliciously.
- **Encryption.** Digital certificates can encrypt messages to help protect confidential or private information.
- **Nonrepudiation.** Digital certificates enable the recipient to verify the identity of the signer in connection with a particular message, similar to a witnessed signature on a paper document.

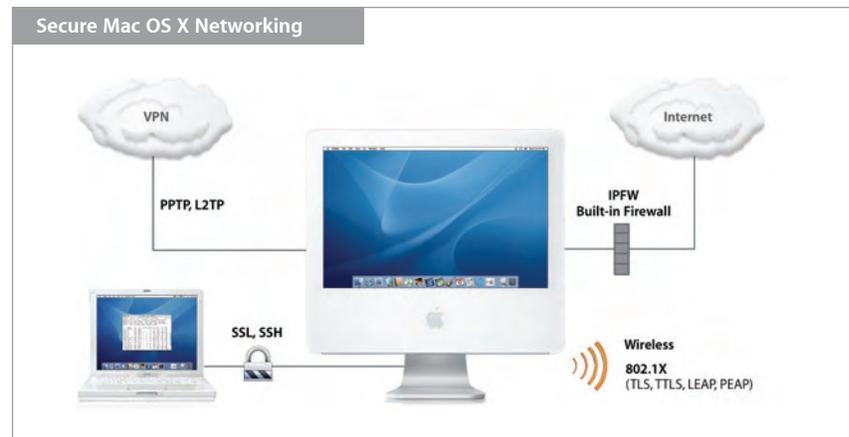
A digital certificate is composed of a public key and a private key, along with other information about you and the Certificate Authority (CA) that issued the certificate. To send encrypted messages, the keychain of the sender must contain a digital certificate for the recipient; this enables Mac OS X to use the recipient's public key for encryption. When the encrypted message is received, the recipient's private key is used to decrypt the message. Every time you send digitally signed email, your certificate and your public key are included with the message, allowing recipients to send you encrypted messages in reply.

For secure web transactions, the Safari web browser in Mac OS X uses X.509 digital certificates to validate users and hosts, as well as to encrypt the communication on the Internet. An example is online banking. Your bank is issued an identifying certificate from a well-known CA. This allows your browser to check the validity of the certificate being presented and set up the secure session with SSL encryption, to verify the site's identity and that your communication with the website is encrypted to help prevent interception of personal or confidential data. Easy to deploy and highly scalable, digital certificates are implemented systemwide and shared among multiple applications. With support for the X.509 standard, Mac OS X provides a full application programming interface (API) that enables developers to leverage system-level certificate support.

For quick access to secure websites and email messages, you can add digital certificates to your keychain. Whenever you receive a certificate, on the web or over email, you can import the certificate into your keychain for later use. If a certificate's authenticity cannot be verified, you will be presented with a warning before it is added to your keychain.

Networking Security Standards

Whether communications are taking place over wired or wireless networks, Mac OS X provides secure access to network resources and protection against unauthorized use. Using highly secure networking protocols that are based on open standards, such as OpenSSL and OpenSSH, Mac OS X ensures data security while traversing local area networks as well as the Internet. In addition, virtual private networking (VPN) uses Layer 2 Tunneling Protocol (L2TP) or Point-to-Point Tunneling Protocol (PPTP) to support secure communications to your work or home network.



Configuring 802.1X clients

Mac OS X makes it easy to set up authenticated users on wireless networks.

Secure authentication with 802.1X

The 802.1X standard enhances security by requiring users to authenticate before connecting to a wired or wireless network. 802.1X ties the Extensible Authentication Protocol (EAP) to both wired and wireless networks with support for multiple authentication methods: Lightweight Extensible Authentication Protocol (LEAP), Protected Extensible Authentication Protocol (PEAP), Transport Layer Security (TLS), and Tunneled Transport Layer Security (TTLS).

The 802.1X solution in Mac OS X is extremely easy to deploy, even for large numbers of network users. Client configurations can be exported as an Internet Connect file and distributed over email, on a secure website, or using other out-of-band methods. When the user opens the file, all necessary settings are imported into Internet Connect, so the client is configured instantly for secure wireless communications.

Secure Shell (SSH)

For secure command-line access to remote systems, Mac OS X uses SSH in place of clear-text Telnet sessions. SSH encrypts remote command-line data, such as passwords, to help eliminate eavesdropping and other network-level intrusions.



SecureID

RSA offers several types of SecureID hardware tokens, including one that can be attached to a keychain so it's always handy.

Virtual private network (VPN)

Mac OS X Tiger includes a universal VPN client with RSA SecureID support built into Internet Connect, so you have everything you need to establish a secure connection. The VPN client supports L2TP over IPSec and PPTP, which make Apple's VPN client compatible with most VPN servers, including those from Microsoft and Cisco. You can also use digital certificates and RSA SecureID hardware tokens for authentication in conjunction with the VPN client. SecureID tokens provide a pseudo-randomly generated passcode number that must be entered along with the VPN password—a great option for those who require extremely robust security. In addition, the L2TP VPN client can be authenticated using credentials from a Kerberos server. In either case, you can save the settings for each VPN server you routinely use as a "location," so you can reconnect without having to reconfigure your system each time.

Apple's L2TP VPN client can connect you to protected networks automatically by using its "VPN on demand" feature. VPN on demand can detect when you want to access a network that is protected by a VPN server and automatically start the connection process for you. This means that your security is increased because VPN connections can be closed when not in use, and you can work more efficiently.

Personal firewall

By monitoring incoming network traffic, Mac OS X can act as a firewall to protect your home network from unauthorized access. The integrated firewall is based on IPFW, a FreeBSD technology that protects the most mission-critical UNIX computers on the Internet. Personal firewall settings are defined in the Sharing preference pane, with simple checkboxes to enable or disable monitoring of services. In addition, the personal firewall can be customized for communications such as Internet Relay Chat (IRC), games, or other user-definable services.

For increased protection, advanced firewall features are available through easy-to-configure checkboxes. Stealth mode hides your Mac on the Internet by dropping unsolicited communication packets, making it appear as though no Mac is present. UDP packets can be blocked, restricting network traffic to TCP packets only for open ports. The firewall also supports logging, an important tool for checking on unwanted activity.



Set up a personal firewall to protect your home network.

Open Source Software

Apple built the foundation of Mac OS X and many of its integrated services with open source software—such as FreeBSD, Apache, and Kerberos, among many others—that has been made secure through years of public scrutiny by developers and security experts around the world. Strong security is a benefit of open source software because anyone can freely inspect the source code, identify theoretical vulnerabilities, and take steps to strengthen the software. Apple actively participates with the open source community by routinely releasing updates of Mac OS X that are subject to independent developers' ongoing review—and by incorporating improvements. An open source software development approach provides the transparency necessary to ensure that Mac OS X is truly secure.

This open approach starkly contrasts with the closed, single-vendor review model, which has a long and well-documented history of exploited vulnerabilities. Instead of depending on private examinations performed by closed source vendors, Mac OS X users can comfortably rely on the ongoing public examination by large numbers of security experts, which is made possible by Apple's open approach to software development. The result is an operating system that is inherently more secure.

Rapid Response

Apple works with the incident response community, including the Forum of Incident Response and Security Teams (FIRST) and the FreeBSD Security team, to proactively identify and quickly correct operating system vulnerabilities. In addition, Apple cooperates closely with organizations such as the Computer Emergency Response Team Coordination Center (CERT/CC), so security notifications are distributed to their security constituents at the same time they are sent to Apple customers.

Up-to-date security-related information is posted to the Apple website and distributed to mailing list members via digitally signed email. Mac OS X also includes Software Update, a mechanism that automatically notifies you when security patches are available. These updates are digitally signed, so you can be sure they're coming from a trusted source when you install them. For additional protection, Apple does not disclose, discuss, or confirm security issues until a full investigation has occurred and any necessary updates are available.

Mac OS X: Power of UNIX, Simplicity of Macintosh

Security features in Mac OS X provide solutions for securing data at all levels—from the operating system to applications to networks such as the Internet. Whether you are connected to a wired network or are wireless and on the go, your Mac is secure right out of the box. In addition, Mac OS X Tiger offers more than 200 innovative new features, including Spotlight, a desktop search technology that instantly finds anything on your computer; Automator, for easily automating complex or repetitive tasks; and Dashboard, which provides desktop accessories that instantly appear on your screen with the touch of a key.

For More Information

For more information on security in Mac OS X, visit www.apple.com/security.
For more information about Mac OS X, visit www.apple.com/macosx.

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8. Safeware, The Insurance Agency, Inc. Quote



February 15, 2006

State of Maine
Attn: Eddie Robert - Apple

Proposal Quote

Property: Electronic Data Processing Equipment
Amount of Insurance: Hardware. \$1,100.00
Deductible: \$100.00 per Incident
Equipment Covered: Apple iBook Laptops @ \$1,100.00 each

Coverage Options

Coverage Plan A		Coverage Plan B	Coverage Plan C
Accidental Damage Theft Fire	Power Surge Vandalism Natural Disasters	Accidental Damage Only	Theft Only
1 Year Premium...\$50 per unit		1 Year Premium...\$39 per unit	1 Year Premium...\$12 per unit
2 Year Premium...\$97 per unit		2 Year Premium...\$76 per unit	2 Year Premium...\$24 per unit
3 Year Premium...\$141 per unit		3 Year Premium...\$113 per unit	3 Year Premium...\$35 per unit
4 Year Premium...\$184 per unit		4 Year Premium...\$148 per unit	4 Year Premium...\$46 per unit

** Coverage valid within the United States and Canada only
** Replacement cost coverage

Insuring Company: American Bankers Insurance Company of Florida

This is a quotation only. Coverage bound upon acceptance of premium. This quotation is valid for **30 days**. This is a general summary of the provisions and qualifications of the insurance benefits included in the policy. In order to accept quoted premium, and proceed with the purchase of a policy, please contact:

Dan Day
Safeware Sales Director
Dan@Safeware.com
614.781.1492 (office)
614.570.8690 (cell)
614.781.0559 (fax)



9. Professional Development Appendices

Sample Training Schedule

	Androscoggin	Aroostook	Cumberland	Franklin	Hancock	Kennebec	Knox	Lincoln	Oxford	Penobscot	Piscataquis	Sagadahoc	Somerset	Waldo	Washington	York
Location	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Potential Teachers	277	199	684	108	240	335	125	120	154	400	75	116	199	113	164	488
6/25/06																
6/26/06		40	80													40
6/27/06		40	80													40
6/28/06		40	80													40
6/29/06				20					40	40	20					
6/30/06				20					40	40	20					
7/10/06	40				40	40										40
7/11/06	40				40	40										40
7/12/06	40					40										40
7/13/06		20					40			40					40	
7/14/06		20					40			40					40	
7/17/06	40		40									40				
7/18/06	40		40									40				
7/19/06	20		40			40										
7/20/06				20		40		20		20	20				40	
7/21/06				20	40	20		20		40	20					
7/24/06							20						40	40		40
7/25/06			20				20						40	40		40
7/26/06		20	60				20						40			
7/27/06		20	60							40						



7/28/06			60							40						
7/31/06				20					40		20					
8/1/06				20				20	40						40	
8/2/06					40	40		20								
8/3/06					40	40						20				
8/4/06					40	40						20				
8/7/06			40													
8/8/06			40													
8/9/06	20		40													20
8/10/06	20											40	20			40
8/11/06	20											40	20			40
8/14/06																60
8/15/06																
8/16/06										60						
8/17/06										40						
8/18/06																
Totals by Region	288	208	704	112	224	336	128	112	128	400	80	128	192	112	160	496



Apple Professional Development Framework

Digital Literacy

The digital literacy strand focuses on hardware, OS X, and the fundamentals of how to use various software applications to enhance teaching and learning. Digital literacy modules are three hours or multiples that result in full day sessions. Modules can be mixed and matched to design your own one, two or multiple day workshop. As you contemplate mixing and matching modules we recommend “lesson development” as one of the 3 hour modules. In this module educators have time to explore powerful resources for “just-in-time” learning, and build initial lessons for their classroom that use their digital literacy training.

Technology Infused Learning

The Technology Infused Learning strand is for teachers who understand the fundamentals of how to use the software, and are looking for ideas and strategies to infuse the application in the classroom. These 2-day workshops combine technology and emerging models of teaching and learning to transform education. Participants explore exemplary integration lessons, discuss ways to build rigor and relevance into the curriculum, investigate assessment strategies, leverage resources from Apple Digital School Community, and develop a lesson for use in their classroom that supports student learning and integrates 21st Century skills. The Special Education courses in this strand are designed so that the first day focuses on Mac OS X accessibility features and the following day can be chosen from one of the other Special Education offerings

Technology Infused Learning Series

The learning series are designed to provide educators with on-going professional development. These series start with modules from the digital literacy stand and moves educators from entry and adoption to adaptation and appropriation. Teachers learn both how to use the software as well as powerful strategies for integration in the classroom. The 8-day learning series provides the most comprehensive year-long professional growth program for teachers and is delivered as a series of 2-day workshops, with classroom application time between sessions. The 4-day to 8-day series are perfect for summer professional development programs. They can be delivered as consecutive days in the summer, or broken into two-day segments during the school year.

Leadership

Administrators, Support Personnel and Vanguard teachers looking to build a technology infused program, or to support teachers to apply technology should choose modules from the Leadership strand. These titles may be purchased as one or two-day workshops, but are most effective when purchased as a 6-day leadership series.

In-Class Mentoring

In-class mentoring was designed to be used in combination with other on-site training, APD Consultants work in the classroom with the teachers, team teaching, modeling or supporting the classroom teacher integrate technology. Workshops, and meeting time prior to mentoring is essential for the teacher and consultant to develop rapport and the creation of appropriate lessons.

Consulting Services

This strand focuses on single subject workshops, or is designed to meet your unique needs. Choose from the modules to develop a one or multi-day workshop, or ask APD to work with you to create a custom workshop for your school or district.



Continuing Education

It may be preferable for Maine educators to receive continuing education credits from a local university such as the University of Maine System. As part of the MLTI Apple is offering to work with the Director of Special Projects or other personnel to initiate a continuing education credit arrangement with a selected Maine university.

The following is a sample application form to receive Continuing Education credit for Apple Professional Development workshops through Stanford University.

Stanford University Continuing Studies Program

Stanford University's Continuing Studies Program believes this workshop is valuable to your continuing education and performance as a teacher and therefore is offering one Continuing Studies unit for passing this workshop. To register, please fill out the enclosed registration form and bring it, along with \$60.00 payment, to the workshop. You may pay by check or credit card. To receive a transcript at no charge, you must submit the request in writing to the Continuing Studies Program. The mailing address is Continuing Studies Program, Building 590, Room 104, Stanford, CA 94305.

Course Registration Form

Fall ___ Winter ___ Spring ___ Summer ___ School Year

Course Title

Technology Integration Workshop: 1 unit

Course Name

.....NAME
(Last, first, middle initial) (please print)

ADDRESS

.....CITY

STATE

ZIP

DAY PHONE

EVENING PHONE

DATE OF BIRTH

CITY & STATE OR COUNTRY OF BIRTH

HIGHEST DEGREE

Have you ever been a Stanford student?

Yes ___

No ___

Have you ever been a Stanford Continuing Studies student?

Yes ___

No ___

SCHOOL DISTRICT

TEACHING GRADE

Fees

___ I am enclosing \$75.00 to cover registration fees. (Make check payable to Stanford University)

___ I prefer to pay by credit card.

Mastercard ___

Visa ___

CREDIT CARD NO

EXPIRATION DATE

Trainer's Information

NAME (Last, first, middle initial)

(please print)



.....
ADDRESS

.....
CITY STATE ZIP

.....
DAY PHONE EMAIL

Course Grade

___ (S) Satisfactory

___ (NC) No Credit

.....
TEACHER'S SIGNATURE DATE
Continuing Studies Program, Bldg. 590, Room 104, Stanford, CA 94305
Call 650-725-2650 or fax 650-725-4248



Apple Professional Development K-12 Framework

Digital Literacy	Technology Infused Learning	Leadership
Apple Applications:	Digital Communication:	Leadership Series:
OSX Out-of-the-Box (1)	Digital Storytelling	6-day Digital Leadership for Administrators
OSX Advanced (1)	Documentary Filmmaking	
iTunes (1)	Video Journalism	Leadership Training:
iPod and iTunes (1)	Podcasting in Education	• Technology, Research, Best Practice and Vision
iPhoto & PhotoBooth (1)		
iMovie (2)	Web-Based Communication	• Technology and Curriculum Infusion
GarageBand (1)		
Podcasting (2/4)	Digital Media in Education	• Technology and Classroom Support
iWeb (1)	Digital Productivity:	• Technology and Accountability
iDVD (1)	Students as Knowledge Producers	
iWork (2)	Using Data in Learning	Apple 1 to 1 Lead Support:
Final Cut Express HD (2)	Digital Collaboration:	Leadership support from an experienced APD person to work with the district leadership team to help support successful staff development, curriculum/technology infusion plans, provide staff development, in-class support through modeling and strategies for measuring success.
Final Cut Pro 5 (6-8)	Collaboration in Learning	
Soundtrack Pro (2)	Collaboration Beyond the Classroom	
Motion (6-8)	Research and Pedagogy:	
DVD Studio Pro 4 (6)	Research Strategies, 21st Century Skills and Assessment	
Aperture (6)	Digital Resources and PBL	
AppleWorks	Digital Resources and HOTS	
Intro to Accessibility	Digital Resources and Multiple Intelligences	
Information Literacy (1)		
Third Party Applications:	Electronic Portfolios	
Kidspiration (1)	Special Education:	
Inspiration (1)	Introduction to Apple Accessibility	
NoteTaker (2)	Enhancing and Adapting Student Learning with Digital Tools	
Comic Life (1)	Enhancing and Adapting Student Learning with GarageBand, iTunes, Podcasting and iPods	
Microsoft Office (2)		
Dreamweaver (2)		
StudyWiz (2)	Enhancing and Adapting Student Learning with iWork	
FileMaker Pro (2)	Technology Infused Learning Series:	Consulting Services: 1) Specialized: • School/District Tech Planning • Planning for successful Staff Development • Assessing staff readiness • Other topics 2) Customized Training for Curriculum/Technology: • Mathematics • Science • Social Studies • English/Language Arts 3) Just-in-Time-Support: Remote support and collaboration via video conference, email etc. for teachers/administrators regarding technology infusion, best practices, resources, pedagogy, planning etc.
Lesson Development – initial planning of first lessons using the above applications (1)	8-day Technology Professional Growth Series	
NOTES: a) The number beside each of the offerings under Digital Literacy is the recommended number of modules for this training. A module is 3 hours.	8-day Series Technology Infusion Mentor Program	
	8-day Digital Media Series	
	4-day iPod in Education Series	
	4-Day Digital Educator Institute	
	4, 6 or 8-day Build-Your-Own Series	
	Mentoring:	
	In-class Mentoring	
	Cart Solution Training:	
	Apple Cart Solutions (i.e. Science, Digital Media, etc.)	



Sample Agendas for Digital Literacy and Technology Infused Learning Strands

Following are three sample agendas, based on different levels of readiness. Opportunities will be designed to allow for choice, and will be provided throughout the state prior to the start of the 2006-2007 school year. Final agendas will be determined in collaboration with Maine personnel.

Agenda A

Focus on Digital Literacy (1 Day)

Audience: All School Personnel	
Introductions and Welcome	<i>Goals of the workshop Resource materials</i>
Review of OSX Tiger and the iBook	<i>Overview of OSX What is new in Tiger? Connecting to the network (wireless and wired) Internet access at home Student accessibility features in Tiger Connecting peripherals Basic Troubleshooting as it pertains to MLTI solution Intro to Apple Digital School Community (ADSC) and self paced tutorials</i>
Intro to iLife 06, NoteTaker, and StudyWiz	<i>What is new in iLife 06 and classroom implications Intro to iWork 06 Intro to NoteTaker and classroom implications Intro to StudyWiz Engaging all learners Classroom management in a 1 to 1 learning environment</i>



Agenda B

Focus on Digital Literacy and
Technology Infused Learning (1 Day)

Audience: All School Personnel	
Introductions and Welcome	<i>Goals of the workshop</i> <i>Resource materials</i>
Review of OSX Tiger and the iBook	<i>Overview of OSX</i> <i>What is new in Tiger?</i> <i>Connecting to the network (wireless and wired)</i> <i>Internet access at home</i> <i>Student accessibility features in Tiger</i> <i>Connecting peripherals</i> <i>Basic Troubleshooting it pertains to MLTI solution</i> <i>Intro to Apple Digital School Community (ADSC) and self paced tutorials</i>
Digital Media in the Classroom (iLife 06)	<i>What is new in iPhoto?</i> <i>Using iPhoto to enhance student literacy</i> <i>What is new in iMovie?</i> <i>Using iMovie and "digital storytelling"</i> <i>Podcasting in teaching and learning</i>
Digital media and collaboration	<i>What is NoteTaker and what are the classroom implications?</i> <i>What is StudyWiz and what are the classroom implications?</i>
Technology Infused Learning	<i>Classroom Learning Matrix: application, activity, learning benefits for students and pedagogical change</i>



Agenda C

Focus on Technology Infused Learning (1 Day)

Audience: All School Personnel	
Introductions and Welcome	<i>Goals of the workshop</i> <i>Resource materials</i>
Review of OSX Tiger and the iBook	<i>Overview of OSX</i> <i>What is new in Tiger?</i> <i>Connecting to the network (wireless and wired)</i> <i>Internet access at home</i> <i>Student accessibility features in Tiger</i> <i>Connecting peripherals</i> <i>Basic Troubleshooting</i> <i>Intro to Apple Digital School Community (ADSC) and self paced tutorials</i>
Digital media and collaboration	<i>What is NoteTaker and what are the classroom implications?</i> <i>What is StudyWiz and what are the classroom implications?</i>
Research Strategies, 21st Century Skills and Assessment	<i>Supporting student research (plan, gather, build, present)</i> <i>What are 21st Century skills and how do we incorporate them into teaching and learning?</i> <i>Managing and assessing digital projects</i> <i>Using technology for authentic assessment</i>
Project Based Learning	<i>Digital resources and project based learning</i> <i>Designing project based learning activities for students</i>



Sample Agenda for Technical Training

Apple training staff assisted by the MLTI team will provide training for identified technical support personnel on trouble-shooting, maintenance, repair procedures and other pertinent issues. Final agenda will be determined after final image development, validation phase review, and MLTI team collaboration.

Sample Agenda

Technology Support Personnel (1 Day)

Audience: Technology Leads and Technology Coordinators	
Introductions and Welcome	<i>Goals of the workshop</i> <i>Resource materials</i>
Introduction to the MLTI custom image	<i>Overview of image</i> <i>What is new in this version?</i> <i>Third-party applications</i> <i>BACKUP – how to</i> <i>Proper management of user environments</i> <i>Security feature overview</i> <i>Project specific System preferences</i> <i>Troubleshooting and using the applications and utilities</i>
Understanding your Networking Infrastructure	<i>Overview of your network</i> <i>Management tools</i> <i>Do's and Don't of managing the MLTI wireless network</i>
Imaging and Re-imaging devices	<i>How and when to re-image a device</i>
Optimizing use of Support Systems	<i>Asset Manager uses and maintenance</i> <i>Help Desk - When to call and what information to provide</i> <i>AppleCare and DepotWorks - When and how to use these systems effectively and efficiently.</i>
Customizing	<i>Supported methodology for image customization</i>



10. MLTI Local Dispatch Primer

MLTI Technical Lead Mail In Dispatch Instructions

Maine Learning Technology Initiative

Modified Date: 10/19/2005

In order to create mail in dispatches utilizing the MLTI – Maine Local Depot, you will need to follow these instructions.

Overview

Only MLTI Tech Leads can process dispatch requests on the MLTI Local Depot web page mlti.bellind.net/. DIY parts (formerly CIP parts) can be acquired by contacting the MLTI Help Desk or via the GSX Web Page. The local depot will not be providing DIY Parts.

To complete a dispatch to the MLTI Local Depot:

- You will need to engage an Apple MLTI Help Desk Agent before submitting your MLTI Local Depot repair requests via Depot Works; a case number will be required to complete each dispatch. You may use a single case number for dispatching machines with similar failures (i.e., one case number for video issues, a different case number for power related failures, etc.). Please make sure to provide all iBook serial numbers requiring service to the AppleCare MLTI Help Desk Technician to facilitate our ability to trace any errors or issues with the dispatch process and provide an expedient resolution.
- Once you have been provided a case number you will log into Depot Works to create your dispatch for your iBook(s).
- Creating dispatches will automatically schedule a UPS pick up for your iBook repairs for your next scheduled pick up or next business day if your school does not have a standard UPS pick up time. Labels **must** be printed out from the Depot Works interface.
- You will need to have the iBook boxed, labeled and ready for pickup by the UPS courier.
- All repairs initiated before 6PM EST will be processed same day with a next day pick up time frame (if the dispatch is created before your school's regular UPS pick up time, the iBooks may be picked up when your UPS driver arrives).
- Do not pack your power adapter, cables or plugs in the box with your iBooks sent in for repair.
- You will need to include the battery in your iBook with the dispatch.
- Be sure to remove all previous shipping labels from the boxes before sending them to reduce errors in shipping and/or tracking the units in the shipping and repair process.
- Be sure to securely tape the shipping boxes closed in order to prevent loss of the iBooks during the shipping phase of the repair.
- Mail in Repairs not covered by the MLTI AppleCare contract (Abuse or Accidental Damage Repairs) will need to be dispatched to the National Depot by calling the MLTI Help Desk.



Local Depot Escalation process

To provide feedback, get more information on the local depot process or to escalate UPS related issues, please use the Depot Feedback link on the MLTI Local Depot web page after you log in. Passwords can be obtained via the “Forgot your password?” link on the log in page.

If you require additional shipping boxes use the **“Request Shipping Box”** link from the navigation links at the top of the page. This will generate an email request for additional boxes for repairs; there is a pull down for the number of boxes you require, up to three per order. Please be sure to reuse your existing boxes and only order replacement boxes if they show signs of excessive wear or no longer protect the iBooks.

What follows are step-by-step instructions and guidelines to assist you in creating a mail-in repair using the Depot Works v2.0 interface.



Outline of a Repair Request

1. First you must log on to the web page mli.bellind.net (figure 1). Your log in information should match your Asset Manager Login. You can also use the "Repair Depot" link from within the asset manager to automatically log in. If you do not know what your log in credentials are you can use the "Forgot Your Password?" link on the bottom of the form or email assets@middlemaine.org and you will be contacted with this information:

fig 1

2. Once logged in to the system, you can enter either the asset tag or the serial number of the unit to initiate the dispatch (figure 2):

fig 2



3. After entering the serial number or asset tag press "Create Dispatch" to move to the next screen to provide the repair information (figure 3):

:: Create : Dispatch

Create a new dispatch:
Please enter a serial number or asset ID below.

Asset Number: Serial Number:

[Summer Service Form](#)

fig 3

4. On the repair information page, you will see check boxes for various component failures that may require a mail in dispatch to repair (figure 4). Make sure to validate the information at the top of page for accuracy on serial number, school ID code, etc. to ensure a dispatch is correctly created for your iBook. All accidental damage or Out Of Warranty dispatches will be completed by the AppleCare MLTI Help Desk agents and will not be processed through the Maine local depot:

:: Create : Dispatch

School: 024-03 Asset Tag: 213546 Serial Number: UV2286GCM4R
Ethernet ID: 00:03:93:B7:59:F2 AirPort ID: 00:30:65:20:7A:58

Select the area(s) of the issue: *

<input type="checkbox"/> Keyboard	<input type="checkbox"/> Case Problem	<input type="checkbox"/> Battery Lock	<input type="checkbox"/> Power Issue
<input type="checkbox"/> CD-ROM	<input type="checkbox"/> Ports	<input type="checkbox"/> Hinge	<input type="checkbox"/> AirPort Issue
<input type="checkbox"/> Lid Latch	<input checked="" type="checkbox"/> Backlight	<input type="checkbox"/> Logic Board	<input type="checkbox"/> Image Only
<input type="checkbox"/> Hard Drive	<input type="checkbox"/> Display	<input type="checkbox"/> Trackpad	

Enter the symptoms as reported by the user: *

screen is black

Enter any additional comments necessary:

with a light shining behind the display I can see an image. back light is out.

AppleCare Case Number: * Admin Password * Confirm *

Data backed up

* Indicates Required Field

fig 4



5. Select the component(s) that have failed (you may select multiple) by using the associated check boxes. (figure 5):

Select the area(s) of the issue: *

<input type="checkbox"/> Keyboard	<input type="checkbox"/> Case Problem	<input type="checkbox"/> Battery Lock	<input type="checkbox"/> Power Issue
<input type="checkbox"/> CD-ROM	<input type="checkbox"/> Ports	<input type="checkbox"/> Hinge	<input type="checkbox"/> AirPort Issue
<input type="checkbox"/> Lid Latch	<input checked="" type="checkbox"/> Backlight	<input type="checkbox"/> Logic Board	<input type="checkbox"/> Image Only
<input type="checkbox"/> Hard Drive	<input type="checkbox"/> Display	<input type="checkbox"/> Trackpad	

Enter the symptoms as reported by the user:*

fig 5

6. For imaging only dispatches, please use the check box for "Image only" (figure 6). If you are only imaging a unit, do not select any other items for the repair.

7.

Select the area(s) of the issue: *

<input type="checkbox"/> Keyboard	<input type="checkbox"/> Case Problem	<input type="checkbox"/> Battery Lock	<input type="checkbox"/> Power Issue
<input type="checkbox"/> CD-ROM	<input type="checkbox"/> Ports	<input type="checkbox"/> Hinge	<input type="checkbox"/> AirPort Issue
<input type="checkbox"/> Lid Latch	<input type="checkbox"/> Backlight	<input type="checkbox"/> Logic Board	<input checked="" type="checkbox"/> Image Only
<input type="checkbox"/> Hard Drive	<input type="checkbox"/> Display	<input type="checkbox"/> Trackpad	

fig 6

8. If you inadvertently select the image only option in addition to other repairs, an error message will be displayed allowing you to return to the previous page to correct any issues. (figure 7):

Create Dispatch Check In History Pickups Deliveries Tools Request Shipping Box

Image Only must be selected individually.

Go Back

fig 7

9. Provide a description of the failure(s) in the notes field (figure 8):

Enter the symptoms as reported by the user:*

screen is black

fig 8



10. Enter any information you feel would be helpful in diagnosing the issue or if the issue is intermittent, to reproduce the failure. (figure 9):

Enter any additional comments necessary:

with a light shining behind the display I can see an image. back light is out.

fig 9

11. Enter the AppleCare case number in the Case Number field, the admin password for the iBook and select whether or not the data has been backed up (figure 10). Then click on the “Continue>>>” button.

AppleCare Case Number: * 50144386

Admin Password: *

Confirm: *

Data backed up Please Select ▾

* Indicates Required Field

<< Edit Dispatch

Continue >>>

fig 10

12. On the following page you will be able to verify all of the information pertaining to this dispatch request. Please validate all of the information on this page including serial number and reason for repairs. Incorrect or incomplete information may delay your repair. If the information is correct, click on “Confirm Dispatch” to process the repair request (figure 11):

:: Create : Dispatch

School: 024-03 Asset Tag: 213546 Serial Number: UV2286GCM4R
Ethernet ID: 00:03:93:B7:59:F2 AirPort ID: 00:30:65:20:7A:58

AppleCare Case Number: 50144386

User Symptoms	Area(s) of Issue	Additional School Comments
screen is black	Backlight	with a light shining behind the display I can see an image. back light is out.

Please take a moment to review your dispatch before proceeding.

<< Edit Dispatch

Confirm Dispatch

fig 11



13. The following page will provide you with your Dispatch Number. Please retain this information for your records (figure 12). Use the "Print" button to print a paper copy of this information for your records for the repair. Click on the "Click Here, Print, Attach to Box" link to print a UPS shipping label for your dispatch:

[:: Create : Dispatch](#)

Dispatch Created

Dispatch 15197 has been created.
Your work order has been submitted and a UPS pickup request has been scheduled.
Your Tracking Number is: 1ZRF06740395248561.
Serial Number: UV231ZM2NBC
Asset Information: 216467

 View/print your label: [Click Here](#), [Print](#), [Attach to box](#). **(MANDATORY)**
Print current dispatch: [Click Here](#)
[Click here](#) to create a new dispatch.

Dispatch Number: 15197 Asset Tag: 216467 Serial Number: UV231ZM2NBC
Ethernet ID: 00:03:93:B6:CB:28 AirPort ID: 00:30:65:05:C2:EE

AppleCare Case Number: 5300891

User Symptoms	Area(s) of Issue	Additional School Comments
screen is black	Backlight	using a flashlight, I am able to see an image on the screen. backlight has failed.

fig 12



14. The UPS Labels must be printed off and attached to the iBook shipping box. There are detailed instructions on the printed label. Once you have cut off the label at the designated line, retain the other half of the form as it contains your UPS tracking number. A UPS pick up will be automatically scheduled for the next business day, however, if you have a regularly scheduled daily pick up with UPS, as long as your iBook is ready to be picked up, with the label attached to the box, the driver will be able to take the dispatch on their next visit:

Your dispatch has been created and a UPS pickup has been scheduled for your iBook.

* Your pickup will occur before the close of the next business day. Business hours are between 8am and 3pm.

Please follow the steps below to prepare your iBook for pickup. Please have your iBook ready for pickup immediately after creating the dispatch, otherwise the iBook may not be picked up for repair which will significantly delay the repair process.

1. Print the UPS shipping label below.
2. Pack up your iBook in a depot provided box. **DO** include the iBook battery. **DO NOT** include the power adapter.
3. Apply the UPS shipping label to the box in a location that is easily readable and record the tracking number found below.
4. Place the box in your school's UPS pickup area (ex. School's Front Office).

Your pickup has been scheduled with UPS
Confirmation Number: **1ZRF06740395248561**

* Pickup services are subject to UPS Terms and Conditions.

<https://www.ups.com/content/us/en/resources/service/terms/service.html>

CUT HERE

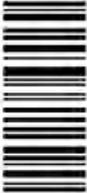
7 LBS		1 OF 1	
SHIP TO: BELL INDUSTRIES, INC. 30 THOMAS DRIVE WESTBROOK ME 04092		SHIP TO: SHIPPING DEPARTMENT 2072531740 BELL INDUSTRIES 30 THOMAS DRIVE WESTBROOK ME 04092	
		ME 041 9-05 	
UPS GROUND		TRACKING #: 1Z RFO 674 03 9524 8561	
BILLING: 3RD PARTY			
Reference No. 1: 15197 Reference No. 2: 216467		 NPS 453A 07/2005 XEL 020511	

fig 13



15. To check on the status of your dispatch pick up, use the “Pickups” link at the top of any page. This will provide you with the current open repairs for your school (figure 14). This list can be printed or downloaded to an Excel document using the appropriate links on the top right of the page.:

The screenshot shows the DEPOTWORKS web application interface. At the top, it says "Maine Learning Technology Initiative" and "000-00 Department of Education". There are navigation tabs: "Create Dispatch", "Check In", "History", "Pickups", "Deliveries", "Tools", and "Request Shipping Box". Below the tabs, it says "Pickups : View : All Schools". There are "DOWNLOAD" and "PRINT" buttons. The current time is 12:07 on 10/15/05. Below that, it says "Total: Displaying 1 to 10 of 325 Records" and "Next". The table below has the following columns: Dispatch Number, School, Asset Number, Serial Number, School Comments, and Creation Date.

Dispatch Number	School	Asset Number	Serial Number	School Comments	Creation Date
8737	447-04 Medomak Valley High School	400711	UV4395CV503	Outer casing of laptop has warped.	04/06/2005
9925	293-03 Lake Region Middle School	235231	UV3220HWPS1	was stuck in the reimage process for about 3 hours (usually takes 20 minutes), tried reimaging again, still stuck	04/26/2005
10374	028-04 Mt. Desert Island High School	402803	UV4360Q3502	can not find hd	05/02/2005
10458	381-09 Sanford Jr High School	211223	UV231396M4R	? in folder on the boot	05/03/2005
11166	321-06 Leonard Middle School	228987	UV3223DHP51	Boots to black screen....tried a power reset.	05/11/2005
11428	164-08 Gardiner Regional Middle School	220433	UV2296W9M4R	no signal or weak signal	05/13/2005
11747	246-04 Livermore Falls Middle School	237167	UV3222XZPS1	Student broke the screen. enclosed is a po for the amount of 807.70	05/18/2005
11748	246-04 Livermore Falls Middle School	243681	UV3230LAPS1	student broke the screen attached is a po for the amount of 807.70	05/18/2005

fig 14

16. For delivery status, use the “Show Bell Deliveries” at the top of any page to show pending deliveries for your school (figure 15):

The screenshot shows the DEPOTWORKS web application interface. At the top, it says "Maine Learning Technology Initiative" and "000-00 Department of Education". There are navigation tabs: "Create Dispatch", "Check In", "History", "Pickups", "Deliveries", "Tools", and "Request Shipping Box". Below the tabs, it says "Deliveries For Past 90 Days : View :All Schools". There are "DOWNLOAD" and "PRINT" buttons. The current time is 12:09 on 10/15/05. Below that, it says "Total: Displaying 1 to 4 of 4 Records". The table below has the following columns: Dispatch Number, School, Asset Number, Serial Number, Bell Comments, and Completion Date.

Dispatch Number	School	Asset Number	Serial Number	Bell Comments	Completion Date
14938	024-03 Woodland Jr High School	216407	UV228497M4R		08/04/2005
14970	024-03 Woodland Jr High School	243949	UV3231KLP51		08/31/2005
14974	000-00 Department of Education	221334	UV2297K2M4R		09/01/2005
15157	024-03 Woodland Jr High School	243915	UV3231BKPS1	(Test Test, 10/03/05 10:16, replaced keyboard)	10/03/2005

Page 1

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fig 15



17. After a unit is received back from the MLTI Local Repair Depot, you should check in the unit to complete the repair cycle. Use the “Check In” link on the top of any page and enter the serial number or asset tag in the appropriate field and click on “Move Asset” (figure 16):

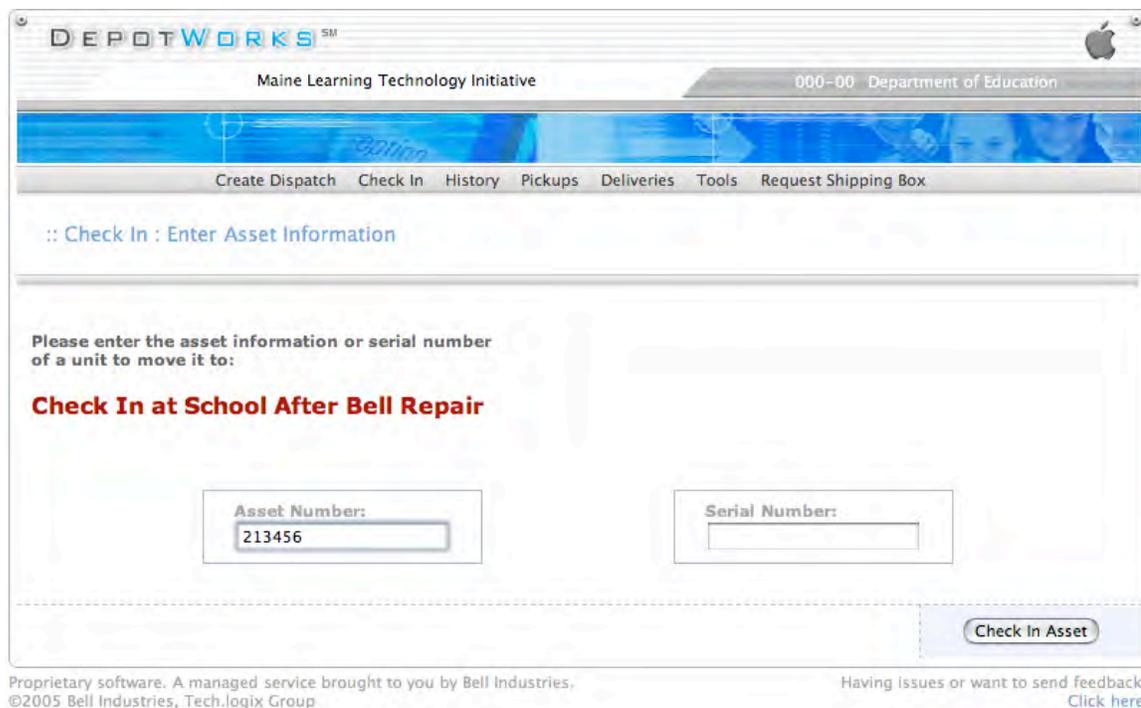


fig 16

18. To cancel a dispatch, use the Tools menu selection and the “Cancel Dispatch” option under “Admin Tools” for the dispatch (figure 17):

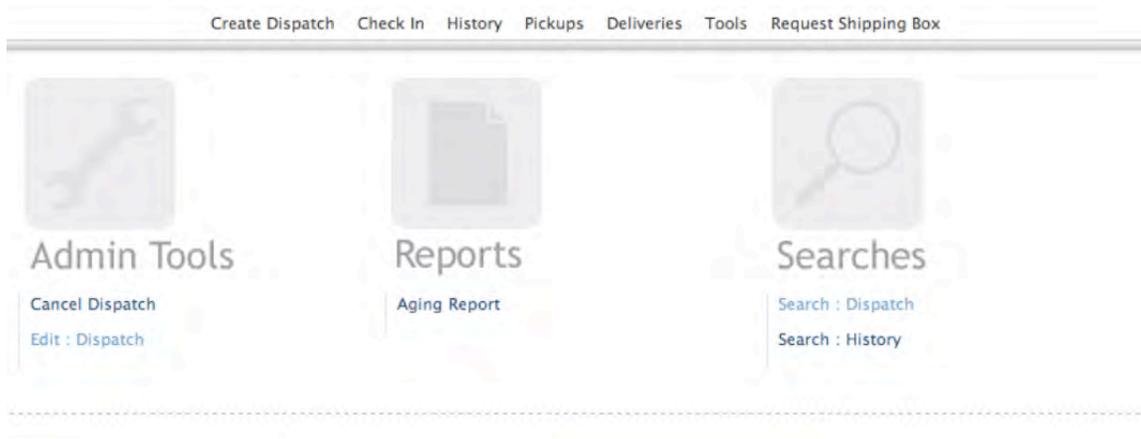


fig 17

19. On the Cancel Dispatch Screen, type in the dispatch ID number in the appropriate field and click on the “Cancel Dispatch” button. This will cancel a dispatch that is no longer required or which was set up incorrectly. (figure 18):



:: Tools : Cancel : Dispatch



Cancel an open dispatch:
Please enter dispatch number below. **This action cannot be undone.**

Dispatch Number:

[Cancel Dispatch](#)

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[Click here.](#)

fig 18



20. On the following screen you will be able to confirm that you wish to cancel the dispatch. Click on “Cancel Dispatch” to confirm. Once a dispatch is cancelled, the action cannot be undone. (You can only cancel a dispatch before the unit is picked up by UPS. Cancellation after the UPS pick up with either result in problems with redelivery of the unit or you will be unable to cancel the dispatch via the web page interface) (figure 19):

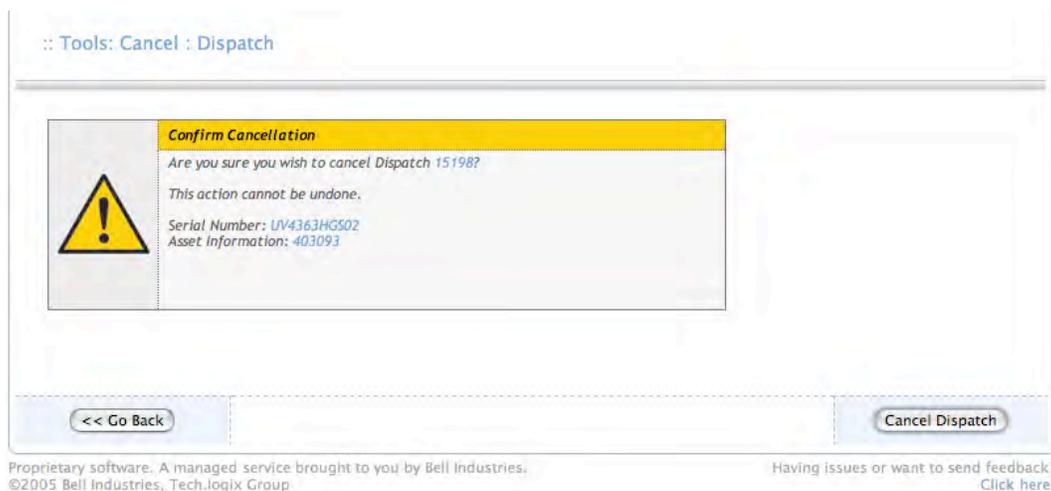


fig 19

21. To check on a repair history for your iBooks use the “History” link (figure 20):

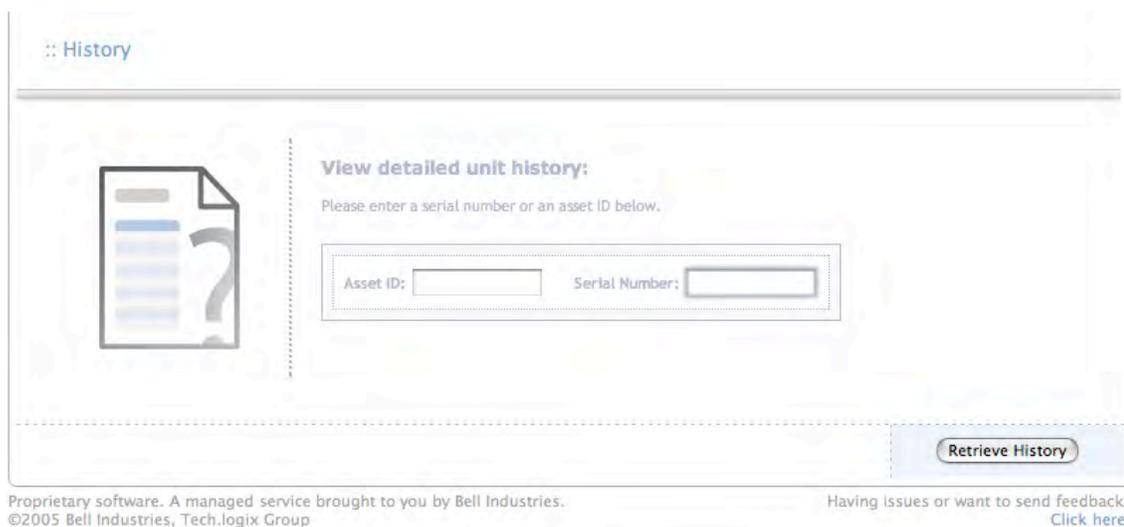


fig 20



22. On the resulting page, enter the asset tag or serial number for the unit you would like to view repair history on and click "Retrieve History" (figure 21):

The screenshot shows a web interface with a breadcrumb trail at the top: **:: History**. Below this is a search section titled **View detailed unit history:**. A sub-header reads: **Please enter a serial number or an asset ID below.** There are two input fields: **Asset ID:** (empty) and **Serial Number:** (containing the text **UV32328NPS1**). To the left of the search form is a document icon with a question mark.

fig 21

23. The repair history will provide you with a current status and any dispatch numbers associated with the serial number/asset tag (figure 22):

The screenshot shows a web interface with a breadcrumb trail at the top: **:: Tools: History : Search**. Below this is a section titled **Current Status:** with the heading **Diagnosis AT School**. Below the heading are three fields: **School:** 024-03 - Woodland Jr High School, **Asset Tag:** 237939, and **Serial Number:** UV32328NPS1. Below these fields is a line of text: **Associated Dispatches:** 15093 | 15042 | 14979 | 14966 | 14956. Below this is a table with three columns: **Location Status**, **Modified by**, and **Date/Time Modified**.

Location Status	Modified by	Date/Time Modified
Diagnosis AT School	Bruna Stroup	09/21/05 14:45:35
Diagnosis AT School	Bruna Stroup	09/07/05 11:47:09
Diagnosis AT School	Bruna Stroup	09/01/05 12:12:56
Diagnosis AT School	Bruna Stroup	08/31/05 11:13:10
Checkin/Accepted at Depot for Repair	laurie mcdonald	08/05/05 14:57:53
Diagnosis AT School	laurie mcdonald	08/05/05 14:57:25

fig 22



24. Click on the dispatch number to access the repair details. The repair details page will provide the list of parts used and any technician comments on the repair (figure 23):

Tools: Search : Dispatch

Current Status: **Diagnosis AT School**

Dispatch 15093, created on 09/21/05 at 14:45:35 by Jeff Barlow

School: 024-03 Asset Tag: 237939 Serial Number: UV32328NPS1
AppleCare Case #: caseno

School Comments Bell Diagnosis Bell Comments

symptoms

Parts Ordered for This Asset

UPS Tracking Numbers

Tracking No. From School: 1ZRF06740392849873

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Having issues or want to send feedback? [Click here.](#)

fig 23

25. If a unit requires a repeat repair within 90 days, you can contact the MLTI Help Desk to obtain a new case number, or you can use the original case number. Either way, you will need to create a new dispatch for the unit to be repaired. Entering the word "Looper" in the "Symptoms" field along with the failure description will help identify the unit as a repeat repair but it is not required. (figure 24):

Lid Latch Backlight Logic Board Image Only
 Hard Drive Display Trackpad

Enter the symptoms as reported by the user:
Display will not close and remain shut. Latch is still broken. Looper Repair

fig 24

26. If there is an issue with a dispatch or other problems with the MLTI Depot experience and you want to provide feedback, you may use the "Having issues or want to send feedback?" link on the bottom of any page after you log in. (figure 25):

[Create Dispatch](#)

Having issues or want to send feedback?
[Click here.](#)

fig 25



27. While your school and contact information will be pre-populated for you, you will need to fill out the remainder of the form in order for Apple to assist you in addressing your escalation. DIY or other non-depot specific escalations should not be sent to this forum, but should follow the standard escalation path of using the MLTI Help Desk, the MLTI Project Office or the State of Maine DOE. (figure 26):

Create Dispatch Check In History Pickups Deliveries Tools Request Shipping Box

:: Escalate : Enter Issue

MLTI Depot Feedback and Escalation Form

Name: laurie mcdonald Requester Email: ddeilma@bellind.com
School Code: 792-01 School Name: Indian Township School

Issue Priority: Please Select Priority...
Subject: Please Select Subject...

Issue Description:

Issue Details:

Reset Submit

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