

STATE OF MAINE
Department of Education

REQUEST FOR PROPOSALS

Maine Learning Technology
Wireless Classroom Solution

January 13, 2006

RFP # 1205143

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DEFINITIONS

The following terms and abbreviations are defined as used herein.

Agreement	The resulting contract between the Department of Education and the successful bidder.
Agreement Administrator	The person designated by the Department to be its agent and prime contact regarding agreement issues for the Maine Learning Technology Project. This may or may not be the same person as the RFP Administrator and/or the Project Manager.
AEV	Alternative Equivalent Value
ATM	Asynchronous Transfer Mode
Bid/Proposal	The documents submitted by bidders to the Department of Education in response to this RFP.
Bidder	Any firm or individual qualified to submit a proposal in response to this RFP.
BIS	The Maine Bureau of Information Services.
Contractor/Vendor	See Provider.
DOE	The Maine Department of Education
Department	The Maine Department of Education
IDEA	Individuals with Disabilities Education Act
ISPB	State of Maine Information Services Policy Board
ISP	Internet Service Provider
MRSA	Maine Revised Statutes Annotated
MLTI	Maine Learning Technology Initiative
MSLN	Maine School and Library Network. Additional information can be found at: http://www.msln.net/
MTEAF	Maine Technology Education Access Fund
Period of Prime Usage	6:00 AM to 10:00 PM, Monday-Friday, excluding holidays, Maine local time
Project Manager	The Project Manager is the person appointed by the Department to serve as its prime point of project management and to provide coordination for installation and production issues after award of the contract. This may or may not be the same person as the RFP Administrator and/or the Contract Administrator.
Provider	The selected bidder with whom the Department signs an agreement to carry out the successful implementation of this RFP.
RFP	Request for Proposals
RFP Administrator	During the procurement process the RFP Administrator is the sole point of contact for all bidders, and is responsible for all activities delegated and assigned to the RFP Administrator within the RFP, including but not limited to, distribution of RFPs and day to day contact with bidders. This may or may not be the same person as the Contract Administrator and/or the Project Manager.

SOM	The State of Maine
State	The State of Maine
Subcontractor	Any person not in the employ of the Provider, or any organization not owned by the Provider, performing work that is the responsibility of the Provider under an agreement resulting from this solicitation.
UNET	University of Maine System Network for Education and Technology Services. UNET provides network management and support services for the MSLN network and servers.
Workday	Any day on which the Department's employees are expected to report to work.

ADVERTISEMENT

**REQUEST FOR PROPOSALS #1205143
PROPOSAL FOR MAINE LEARNING TECHNOLOGY WIRELESS
CLASSROOM SOLUTION
For the
STATE OF MAINE
Department of Education**

The State of Maine Department of Education (DOE) is requesting proposals from vendors that would provide personal, portable computing devices with suitable basic applications for all 7th and 8th grade students and teachers. In addition to these devices, the State of Maine seeks to procure installed or upgraded wireless networks for all participating middle schools, appropriate server capacity, training and technical support. The bidder may include resources, services or consulting pertaining to professional development and curriculum integration. The procurement sought will also include a number of optional schedules for equipment or services that local school units or other entities may choose to take advantage of at their own expense.

There will be a Bidder's Conference from 9:00am to 12:00 noon on Friday, January 27, 2006, at Bowdoin College, Brunswick, Maine in Thorne Hall, Daggett Lounge.

Proposals sealed in envelopes plainly marked with the vendor's name and address, and labeled "**MAINE LEARNING TECHNOLOGY WIRELESS CLASSROOM SOLUTION**" will be received by the Division of Purchases, Burton M. Cross Building, 4th Floor, 111 Sewall Street, 9 State House Station, Augusta, ME 04333-0009 until 2:00 p.m., February 22, 2006 local date/time. Bids received after the date and time specified will not be considered.

The Department of Education reserves the right to reject any and all bids. Proposals shall be made in the format described in the Request for Proposals (RFP) and be made on the letterhead of the bidder. Proposals must conform to the mandatory requirements of the RFP.

Copies of the Request for Proposal for **MAINE LEARNING TECHNOLOGY WIRELESS CLASSROOM SOLUTION** can be obtained from:

Jeff Mao
Department of Education
23 State House Station
Augusta, ME 04333-0023
Telephone: (207) 624-6634
Fax: (207) 624-6601
Email: jeff.mao@maine.gov

Information pertaining to the procurement and a copy of the RFP may be found posted at:
<http://www.maine.gov/mlti/>

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Letter to Vendors

January 13, 2006

TO: ALL VENDORS

RE: Request for Proposals for Maine Learning Technology Wireless Classroom Solution for the Department of Education

Dear Reader:

Enclosed is the Maine Department of Education's Request for Proposals (RFP) for Maine Learning Technology Wireless Classroom Solution.

The Department seeks to procure services that would provide personal, portable computing devices with suitable basic applications for all 7th and 8th grade students and teachers. In addition to these devices, the State of Maine seeks to procure installed or upgraded wireless networks for all participating middle schools, appropriate server capacity, training and technical support. The bidder may include resources, services or consulting pertaining to professional development and curriculum integration. The procurement sought will also include a number of optional schedules for equipment or services that local school units or other entities may choose to take advantage of at their own expense.

A Bidders' Conference will be held on January 27, 2006 at 9:00 A.M. The location of the Bidders' Conference will be:

Thorne Hall, Daggett Lounge
Bowdoin College
Brunswick, ME 04011

At the Bidders' Conference, bidders will be allowed to discuss the content of the RFP and the procurement process in further detail. Other than at the Bidders' Conference, any question regarding the meaning of any RFP provision must be submitted in writing. Please refer to Subsection 2.5 for direction.

We urge your prompt response. Thank you in advance for your participation. A reminder is made that the bid closing date is 2:00 P.M., local time, on Wednesday, February 22, 2006.

Sincerely,

Jeff Mao
RFP Administrator
Department of Education

Enclosure

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Section 1 – Introduction

1 Introduction

1.1 *Maine: Leading for Learning*

Maine established the Maine Learning Technology Initiative in 2002 as a result of the report from the Task Force for the Maine Learning Technology Endowment: *Teaching and Learning for Tomorrow: A Learning Technology Plan for Maine's Future*. The report created a state learning technology plan to elevate achievement, expand aspirations, and prepare students for a future economy that will rely heavily on technology and innovation.

<http://www.maine.gov/legis/opla/MLTFrpt.PDF>

The MLTI program remains the premier state-wide program in the nation in the integration of technology as a tool for teaching and learning in K-12 education.

The long-range plan hinges on the fundamental notion that all teachers and students in grades 7 to 12 should have personal, one-to-one access to portable computing technology and the Internet, and that such access will both support and require an approach to teaching and learning that will help all students advance to high levels of achievement. Maine people have worked hard over the past four years to turn this powerful idea into a reality. With the leadership of former Governor Angus S. King, Jr., the Maine Legislature directed the Department of Education to implement the first phase of the plan reaching all 7th and 8th grade students in 2002 and 2003. It is the intent of the State to continue the plan to cover 7th and 8th grade levels, and expand into high school grades as soon as feasible with resources to be identified.

Maine's state learning technology plan must provide for:

- A. Portable computing devices for every student and teacher with functional software appropriate to grade level;
- B. Obtaining basic research information and databases;
- C. An alternative equivalent value factor option to school administrative units if they meet the standards of the learning technology plan;
- D. Teacher technology and professional development;
- E. External and internal networks and technical support;
- F. Costs for replacement of portable computing devices, servers and other equipment; and
- G. An evaluation component.

See Maine Public Laws 2001, chapter 358, section II-7 [120th Legislature, First Regular Session]

Section 1 – Introduction

The Maine Learning Technology Initiative made Maine the first to seize the potential of technology to transform teaching and learning in classrooms statewide; first with a plan to equip all students and teachers in grades 7 to 12 with personal learning technology statewide; first to equip every 7th and 8th grade student and teacher statewide with personal access to learning technology; first to empower every 7th and 8th grade teacher in every school statewide with professional development and support to fully tap the potential of computers and the Internet; and first to provide the option of home Internet access to every 7th and 8th grade student in every school statewide.

1.2 Background

We live in a world that is increasingly complex and where change is increasingly rampant. Driving much of this complexity and change are new concepts and a new economy based on powerful, ubiquitous computer technology linked to the Internet. Twenty-five years ago, personal computers were a relative novelty. Today, two-thirds of Maine workers use computers in their workplace. Fifteen years ago, the Internet as we know it did not exist; today, it drives communication, information, entertainment, and the fortunes of stock market portfolios. From the complex to the mundane, in a thousand small and sometimes unnoticed ways, computer technology has permeated our economy and changed our daily lives. Some uses of electronic technology are so ubiquitous they are unnoticed – nearly all of us use ATM machines for routine banking transactions, for example. Many newsletters and bulletins are already beginning to transition to electronic-only distribution. Increasingly, examinations for graduate schools and for various professional licensing requirements are on-line – some exclusively on-line. The technological transformation is not limited to “high-tech” businesses; main-line manufacturing, farming, service and retail industries are increasingly harnessing computer technology to improve processes, boost productivity, and innovate new approaches to stay competitive.

Our schools are challenged to prepare young people to navigate and prosper in this world, with technology as an ally rather than an obstacle. The challenge is familiar, but the imperative is new: we must prepare young people to thrive in a world that doesn't exist yet, to grapple with problems and construct new knowledge which is barely visible to us today. It is no longer adequate to prepare some of our young people to high levels of learning and technological literacy; we must prepare all for the demands of a world in which workers and citizens will be required to use and create knowledge, and embrace technology as a powerful tool to do so.

If technology is a challenge for our educational system, it is also part of the solution. To move all students to high levels of learning and technological literacy, all students will need access to technology when and where it can be most effectively incorporated into learning. With the guidance of good teachers with technological facility, computer technology and the Internet can provide students with a pipeline to explore real world concepts, interact with real world experts, and analyze and solve real world problems. Computers and the Internet offer the potential to keep classroom resources and materials current with the contemporary world to an extent that is unprecedented. Computer technology also offers opportunities for self-directed, personalized learning projects that can tailor the curriculum to student interests and engagement, and allow teachers to facilitate active student learning rather than merely the rote transfer of information.

Section 1 – Introduction

We know that computer technology in schools – learning technology – done the right way can provide these tremendous boosts to teaching and learning. Maine’s experience with putting portable computing devices in the hands of students has been overwhelmingly positive. Mistakes have been made, and we have learned from those. Maine continues to recognize the enormous potential of learning technology; and remains committed to preparing our schools and students statewide to meet this challenging change.

The world is changing whether we will it or not; technology is here whether we embrace it or not. Maine has harnessed technology as an extraordinary tool to our benefit. Information technology can help Maine construct an economy that overcomes the obstacle of distance and the constraints of climate. Embracing technology – and making Maine’s schools and students the best in America at using it – can establish Maine as a leader and an innovator. If Maine can move to where the opportunities are going to be, our goals will follow. If Maine has the most technologically capable workforce and the most technology-savvy schools in the country, we are confident the economic benefits will follow.

1.3 Purpose of Procurement: Wireless Classroom Solution

As reflected in the report of the Task Force on the Maine Learning Technology Endowment, this project is premised on five, broad guiding principles. The report can be found at:

<http://www.maine.gov/legis/opla/MLTErpt.PDF>

Vendors should endeavor to reflect these five principles in preparing their bids:

- **Equity:** *Promoting equal opportunity and providing meaningful access to learning technology resources for all learners, including those who are economically disadvantaged or have special needs.*

True equity of educational opportunity with regard to technology is achieved by personal, one-to-one, classroom and home-based access to appropriate computer technology for teachers and students.

- **Integration with Maine’s Learning Results:** *Supporting student achievement of Maine’s Learning Results through the integration of learning technologies that are content-focused and can add value to existing instructional methods.*

Maine’s Learning Results charges educators to facilitate student learning toward achieving the *Guiding Principals*. True integration with Maine’s *Learning Results* requires a program not focused on learning about computers, but a focus on using computer technology as a tool to learn problem-solving, critical-thinking, collaboration and communication skills across all content areas, and encouraging teachers to adopt this kind of approach. The State of Maine’s *Learning Results* can be located at:

<http://www.maine.gov/education/lres/lres.htm>

Section 1 – Introduction

- **Sustainability/Avoiding Obsolescence:** *Providing sustainability of learning technology resources to adapt to future educational needs and to avoid obsolescence of learning technology resources.*

Sustainability requires fiscal management that seeks to leverage the State's available resources to support learning technology over the long-term, and also requires that the State plan be comprehensive in addressing the needed components of technology infrastructure, and their total costs of ownership including replacement.

- **Teacher Preparation and Professional Development:** *Providing effective preparation, professional development, and training programs for teachers and other educators in the use and integration of learning technology tools in curriculum development, instructional methods, and student assessment systems.*

Adequate teacher preparation and professional development requires that teachers, as well as students be equipped with appropriate learning technology, and that delivery of professional development in technology be reorganized to emphasize "just-in-time," classroom-based approaches that focus on teacher-to-teacher assistance, exploration, and practice in integrating technology.

- **Economic Development:** *Fostering economic development across all regions of the State and the preparation of students for a technology-rich economy.*

Workplace use of technology is becoming ubiquitous and universal, and the future prosperity of Maine and its citizens is increasingly dependent on the creation and attraction of jobs that require the 21st century skills of high level problem-solving, clear and effective communication, and technological skills that can be achieved, in part, through a K-12 learning technology initiative.

1.4 Scope of Procurement: Wireless Classroom Solution

In order to secure this vision, the State of Maine seeks to procure services that would provide personal, portable computing devices with suitable basic applications for all 7th and 8th grade students and teachers. In addition to these devices, the State of Maine seeks to procure installed or upgraded wireless networks for all participating middle schools, appropriate server capacity, training and technical support. The bidder may include resources, services or consulting pertaining to professional development and curriculum integration. The procurement sought will also include a number of optional schedules for equipment or services that local school units or other entities may choose to take advantage of at their own expense.

1.5 Basic Guidelines for This Request for Proposals

The proposal shall be evaluated in accordance with the evaluation criteria set forth in this Request for Proposal (RFP). Subsequent to the opening of the sealed proposals, interviews may be conducted by the State of Maine with responsible vendors who submit proposals determined to be reasonably susceptible of being selected for award, for the purpose of clarification or to assure full understanding of and responsiveness to the solicitation requirements.

Section 1 – Introduction

In conducting any such interviews, there shall be no disclosure of any information derived from proposals submitted by competing vendors. All such interviews shall be conducted by the State of Maine RFP Administrator or the Administrator's designee.

Award(s) shall be made to the responsible vendor whose proposal(s) is determined to be the best value for the State, taking into account all of the evaluation factors set forth in this RFP. It is anticipated that the State of Maine will select several finalists and perform site visits to conduct the Test and Evaluation part of the selection process.

The State of Maine reserves the right to reject any and all proposals submitted in response to this RFP.

1.6 Acquiring Office and RFP Administrator

Acquiring Office: Department of Education
23 State House Station
Augusta, ME 04333-0023

RFP Administrator: Jeff Mao
Voice: (207) 624-6634
FAX: (207) 624-6601
e-mail: jeff.mao@maine.gov

1.7 Summary of Key Events

The dates of the key events below are the State's best estimates. However, the State reserves the right to adjust the dates as necessary. All potential bidders who have received a copy of the RFP from the RFP Administrator will be notified in writing of any changes. All dates and times are local to Augusta, Maine.

EVENT	DATE	DAY	TIME
RFP Release	January 13, 2006	Friday	
Bidders' Conference	January 27, 2006	Friday	9:00 AM
Deadline for Written Questions	February 3, 2006	Friday	2:00 PM
Bidder Proposals Due	February 22, 2006	Wednesday	2:00 PM
Oral Presentations Due	(Optional. To be determined by the Department.)		
Test and Evaluation of Systems	March 6-17, 2006 (approximate – if necessary)		
Provider Selection Notification	March 22, 2006	Wednesday	1:00 PM

Section 1 – Introduction

1.8 Other Related State Organizations

The Office of the Chief Information Officer and the Bureau of Information Services, both within the Department of Administrative and Financial Services of the State of Maine, are assisting the Department of Education with its Wireless Classroom Solution project.

1.9 RFP Organization

This RFP is organized into four sections with accompanying appendices.

- **Section 1 — Introduction** provides bidders with general information on the objectives of this RFP, State agencies involved in this procurement, and the RFP organization.
- **Section 2 — General Procedures and Instructions** provides bidders with general information on the procurement process and procurement rules. This section also describes the requirements the bidders must follow for the packaging and submission of the Technical Services Proposal and Bid Price and Supporting Detail Proposal prepared in response to the RFP.
- **Section 3 — Scope of Work** provides an overview of the scope of work; functional and equipment requirements; the tasks to be performed; State and Provider responsibilities; and service specifications and requirements.
- **Section 4 — Proposal Submission Requirements** addresses the format and requirements for information on bidder identification, qualification and organization; subcontractor relationships; project management; and quality assurance plans. This includes the requirements which bidders must follow in preparing the Technical Services Proposal and the Bid Price and Supporting Detail, including the bid price, supporting detail, and cost schedules. It also includes information on bidder qualifications.

The appendices are included to supplement the information presented in this RFP.

- **Appendix A — State of Maine Agreement for Special Services**, including
 - ⇒ Signature page.
 - ⇒ Rider A, Specifications of Work to be Performed and Terms and Conditions. Terms and Conditions includes mandatory contractual provisions, payment provisions, and provisions addressing Provider non-performance.
 - ⇒ Rider B, Payment and Other Provisions.
- **Appendix B — Form: Firm’s Experience with Similar Projects**
- **Appendix C — Form: Staff Experience with Similar Projects**
- **Appendix D — Form: Specifications Summary Worksheet**
- **Appendix E — Maine School and Library Network: Background**
- **Appendix F — School Site Data By Municipality and By Enrollment**
- **Appendix G — Existing MLTI Networks and Servers**

Section 2 – General Procedures and Instructions

2 General Procedures and Instructions

This section contains solicitation procedures, general proposal format information and submission instructions.

2.1 General Information

This Request for Proposals (RFP) is designed to select a qualified Provider who will be responsible for providing effective classroom equipment and related services as part of the Maine Learning Technology Wireless Classroom Solution. This requires deployment of portable computing devices to 7th and 8th grade students and teachers in Maine. This deployment begins in Year 1 (school year 2006-2007) for 7th and 8th grade students and teachers. The selected Provider will be responsible for providing a deployed, functional solution on an aggressive timetable. The selected Provider will be responsible for providing, via an inclusive services agreement, equipment and services to meet the requirements identified in this RFP, and will be held accountable for meeting these requirements. No payment will be made under the resulting agreement until approved by the Department.

It is the intent of the Department to select one provider to be responsible to provide the equipment and related services (the solution), and to work effectively with the schools and any other project partners and providers. This single provider award intent does not, however, preclude joint ventures which are, in fact, encouraged where they will provide a more effective solution. If a joint proposal is submitted, one of the providers must be the prime contractor and signatory of the agreement with the Department and thus responsible for the effective deployment of the solution and the performance standards required under the agreement.

Proposals must conform to all instructions, conditions, and requirements included in the RFP. Bidders are expected to examine carefully all documentation, schedules, and requirements stipulated in this RFP and must respond in their proposals to each requirement in the format prescribed.

2.2 Type of Agreement

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 Department reserves the right to make an agreement award without any further discussion with the bidders regarding the proposals received. Therefore, proposals should be submitted initially on the most favorable terms available to the Department from the standpoint of price, service and function. The Department, however, reserves the right to conduct discussions with any

Section 2 – General Procedures and Instructions

responsible bidders who submit proposals determined to be reasonably susceptible of being selected for award. The State reserves the right to determine the type of agreement most advantageous to the State from a cost standpoint in the negotiation of the agreement with the winning bidder.

2.3 Communications with State Staff

From the date of issue of this RFP and until a determination is made and announced regarding the selection of a provider, all contact, except that made pursuant to any pre-existing obligation, with personnel employed or contracted to the State of Maine must be approved in writing by the RFP Administrator. The only exceptions to these restrictions are:

- Communications with the State Division of Purchases for general information regarding the Request for Proposal and/or Appeals process.

Violation of this provision may result in disqualification of the bidder's proposal.

Bidders are advised that only members of the Department's selection committee meeting in their official capacity can clarify issues or render any opinion regarding the RFP. No individual member of the Department, employee of the State or member of the selection committee is empowered to make binding statements regarding this RFP. The RFP Administrator will issue any clarifications regarding the RFP in writing.

2.4 Written Questions and Answers

Any question regarding the meaning of any RFP provision must be submitted in writing to the RFP Administrator in a clear and timely manner. See RFP Section 1.7 for the deadline for written questions. These questions may be transmitted either via:

- (a) E-mail,
- (b) FAX, or
- (c) postal mail service.

The preferred method is e-mail. See RFP Section 1.6 for appropriate RFP Administrator address information for each transmission method. Regardless of the method chosen, all questions must be to the attention of the RFP Administrator and clearly marked "Maine Learning Technology, Wireless Classroom Solution Procurement Questions" either (a) in the title, subject or other pertinent area (e-mail), (b) on a cover sheet clearly indicating the number of pages transmitted (FAX), or (c) on the envelope enclosing the questions (postal mail service). The Department assumes no liability for ensuring accurate/complete e-mail, FAX or postal transmission/receipt and will not acknowledge receipt except by addressing the questions received.

Under no circumstances will questions be entertained except in writing.

As appropriate, the Department will respond in writing to questions received. Similar questions may be consolidated. Only those answers issued in writing will be considered binding. Any information given to bidders concerning the RFP, including written questions and answers, will be furnished in writing on the Department's RFP web site at:

Section 2 – General Procedures and Instructions

<http://www.maine.gov/mlti/>

It is the bidder's responsibility to monitor the website for updates. The Department, however, will endeavor to send e-mail notices regarding web site updates to those potential bidders who have registered an e-mail address for its company with the RFP Administrator.

2.5 Bidders' Conference

A Bidders' Conference will be held at the time and place identified in the Transmittal Letter attached to this RFP. Bidders will have the opportunity to ask questions at the Conference and the Department will make a reasonable attempt to answer those questions before the end of the Conference. Oral answers will not be binding on the Department. Attendance at the Conference is strongly recommended, but it is not required. The Department will not supply to bidders a list of attendees. Written questions and answers from the Bidders' Conference will be posted on the Department's RFP web site for all bidders to access, whether they had attended the Conference or not. If appropriate, these questions and answers may also be sent via e-mail or FAX at the bidder's request. However, the Department assumes no liability for accurate and complete e-mail or FAX transmission.

2.6 Oral Presentations

The Department reserves its right to require and conduct oral presentations with bidders. At the Department's option, oral presentations by bidders may be requested for the purpose of explaining or clarifying characteristics or significant elements related to the proposals. Bidders will not be allowed to alter or amend their proposals through the presentation process. Bidders will not be permitted to attend competitor oral presentations.

2.7 Personnel Interviews

At the Department's option, personnel proposed by bidders may be requested to participate in a structured interview to determine their understanding of the service requirements, their authority and reporting relationship within the firm, management style, and any other relevant information. Bidders will not be allowed to alter or amend their proposals through the interview process, nor will they be permitted to attend competitor interviews.

2.8 Disclosure of Data

According to State procurement law, the content of all proposals, correspondence, addenda, memoranda, working papers, or any other medium which discloses any aspect of the request for proposals process will be considered public information when the award decision is announced. This includes all proposals received in response to this RFP, both the selected proposal and the proposal(s) not selected, and includes information in those proposals which a bidder may consider to be proprietary in nature. Therefore, the State makes no representation that it can or will maintain the confidentiality of such information.

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2.9 Cost of Proposal Preparation

The entire cost for the preparation and submission of a proposal, and the attendance at any Bidders' Conference, oral presentation, or personnel interviews will be borne by the bidder. The bidder will also bear the cost of setting up and operating any necessary test of its proposed solution for Testing and Evaluation by a Department evaluation team. The Department will bear its own travel and expense costs.

2.10 Proposals

Following is a description of the proposal submission requirements.

2.10.1 Submission of Proposals

To facilitate the proposal evaluation process, a package containing one original and 8 duplicate copies of the entire Proposal must be delivered by the proposal due date and time specified in Section 1.7 to:

**Division of Purchases
Burton M. Cross Building, 4th Floor
9 State House Station
Augusta, ME 04333-0009**

The face of the package, whether mailed or hand delivered, will bear the following legend which must include the bidder's name and return address:

<p>Maine Learning Technology Wireless Classroom Solution — Confidential — Open by Addressee Only</p> <p>Bidder's Name</p>
--

Proposals that arrive late will be rejected.

2.10.2 Summary of Proposal Organization and Contents

The Proposal must consist of five parts, the combination of which describes in detail the bidder's experience, cost, and proposed equipment and service approach. Detailed instructions for the completion of the five parts of the Proposal are found in Section 4 of this RFP.

2.10.3 Variance from Specifications

Variances from any specifications set forth in this RFP must be clearly noted as instructed in Section 4.1. A proposal may be rejected if it is conditional, incomplete, makes erroneous assumptions, contains irregularities of any kind, or if it requires or is predicated on agreement terms and

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conditions that are determined by the Department to be inconsistent with State requirements or the requirements set forth in this RFP. Any proposal which contains information which, in the opinion of the State, is intended to mislead the State in its evaluation will be rejected. Such determinations are at the sole discretion of the State.

2.10.4 Rejection of Proposals

The Department reserves the right to reject proposals that contain material deviations from the requirements of this RFP. It is understood that all proposals, whether rejected or not, will become part of the Department's official file. While it is expected that an agreement will be awarded as a result of this RFP, The State of Maine reserves the right to reject any and all proposals submitted in response to this RFP.

2.10.5 Revision of Proposals

The Department alone reserves the right to amend the RFP prior to the Proposals Due Date. All bidders who received a copy of the RFP from the RFP Administrator will be notified of any amendments to the RFP. In no case will the RFP be amended within seven (7) days of the Proposals Due Date unless the amendment includes an extension of time to allow seven days between the amendment and the due date. The Department will not be responsible for any additional costs incurred as a result of said changes in the RFP.

2.10.6 Proposal Evaluation

The Department will evaluate the proposals in accordance with the criteria set forth in Subsection 2.13.

2.11 Rights of State Government

This RFP does not commit the Department to award an agreement, or pay any cost incurred in the preparation of a proposal for this RFP. The Department reserves the right to reject all proposals, and at its discretion may cancel or amend this RFP at any time in accordance with the rules and regulations of the Division of Purchases.

By submitting a proposal in response to this RFP, the bidder grants to the Department the right to contact or arrange a visit in person with any or all of the bidder's clients.

2.12 Evaluation of Proposals and Agreement Award

The Department will select a provider through a formal evaluation process, established prior to the opening and evaluation of proposals. Consideration will be given to capabilities or advantages which are clearly described in the proposal, are confirmed by oral presentations or interviews if required, provide quality results from tests and evaluations conducted, and are verified by information from reference sources contacted by the Department. The Department reserves the right to contact individuals, entities or organizations who have had recent dealings with the firm or staff proposed whether they are identified as references or not.

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2.13 Evaluation Factors and Award Points

A selection committee, possibly with the assistance of subcommittees or subject area advisors, will evaluate the proposals. The selection of a provider will be based on considerations from all phases of the evaluation process. Where items do not lend themselves to a strict numerical evaluation, a subjective rating based on the collective opinion and experience of the selection committee or subcommittee will be used.

2.13.1 Initial Screening

An initial screening process will determine which proposals meet the mandatory proposal submission requirements of this RFP, including the maximum contract price specified in Section 2.13.2.2, and have properly adhered to and addressed the General Procedures and Instructions stipulated in Section 2 and the Proposal Submission Requirements in Section 4. Proposals not meeting these requirements may be rejected. Also, proposals may be rejected if they include exceptions and variances that the Department determines are material and unacceptable deviations from the requirements of this RFP.

2.13.2 Evaluation

Those proposals that pass the Initial Screening will be evaluated on their abilities to meet the requirements identified in this RFP in an effective, efficient, cost-effective manner. Costs are to be an accurate representation of any and all goods and/or services to be provided. The stages of the evaluation and selection process are:

- (1) the **overall Proposal** will be evaluated;
- (2) at the option of the selection committee, a **Test and Evaluation (T&E)** will be conducted, before
- (3) **Final Scoring** is performed.

At each of these stages, only those proposals that are rated highest will pass to the next stage of evaluation. A summary table of the evaluation areas follows.

Evaluation Area	Percentage
Technical Services Proposal	75%
Function and Service (50)	
Bidder Experience & Qualifications (25)	
Bid Price and Supporting Detail Proposal	25%
Total	100%

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2.13.2.1 Technical Services Proposal Evaluation

The Technical Services Proposal evaluation will total 75% of the complete evaluation. The Technical Services Proposal evaluation areas include Function and Service (e.g., classroom functionality, educational benefit, product capabilities, ease of use, reliability, durability, flexibility, maintenance and support) and Bidder Experience and Qualifications (e.g., partnership, experience of bidder and proposed project staff, references, project management, deployment and installation, training). Function and Service, and Bidder Experience and Qualifications are, respectively, 50 and 25 points each of the total Technical Services Proposal evaluation

2.13.2.2 Bid Price and Supporting Detail Proposal Evaluation

The Bid Price and Supporting Detail Proposal (Cost Proposal) evaluation will total 25% of the complete evaluation. The Cost Proposal scores will be added to the Technical Proposal scores for finalist scoring. Cost Proposals must be expressed on the basis of annual cost per seat serviced.

Scoring of the Cost Proposal will seek the best price point while aggressively differentiating bids received with Cost Proposals for the bid solution that fall at or below \$300 annually per seat serviced. Cost Proposals that exceed \$300 annually per seat serviced will not be scored favorably by the selection committee. **The Department of Education will not enter into an agreement the cost of which (principal, interest, and any other costs or fees) exceeds \$44,040,000 in total.**

The Cost Proposal must be inclusive of all costs, charges, fees, or other expenses to the State, each local school unit, and each user for the provision of the bid solution, except where specifically permitted to the contrary in Section 3. In general, various *optional* schedules shall not be counted toward the Cost Proposal, although they may be evaluated in the quality of the Technical Services Proposal.

The bid prices described in this section and in Section 4.4 are inclusive of all funds that may be received as reimbursement from the federal and state E-Rate programs.

The bidder should indicate in the Cost Proposal whether the Cost Proposal is premised on a services agreement, a lease or lease-purchase agreement, or some other approach, and whether the type of agreement executed will impact the costs that are quoted. The State reserves the right to determine the type of agreement most advantageous to the State from a cost standpoint in the negotiation of the agreement with the winning bidder.

2.13.2.3 Finalist(s) Selection

Based on the scored total of points for each bidder, the State may either:

- a. Select the top 1-3 bidders as finalists for further evaluation at the Test and Evaluation stage. In so doing, the State reserves the right to adjust the number of finalists to a number different than 1-3 finalists if in the judgment of the selection committee another number is in the best interest of the final evaluation and selection.
- b. Eliminate the Test and Evaluation stage and advance directly to the Final Scoring stage if in the judgment of the selection committee there is a clear winner after the Technical and Bid Price and Supporting Detail Proposals have been scored. This is a right reserved by the State.

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2.13.2.4 Test and Evaluation

One or more bidders, the finalist(s), who achieve the highest combined Technical and Cost score may be required:

- to provide a live demonstration of its proposed solution, preferably in an educational setting,
- to make its solution available to a Department-designated team who will conduct a series of hands-on tests to evaluate functional capabilities as pertain to the goals of this RFP,
- or both.

The need, if any, for this Test and Evaluation (T&E) stage will be determined by the selection committee after completing the Technical and Cost evaluation phases. For this stage of the evaluation and at short notice (perhaps as soon as 3-5 business days), each finalist must be prepared to make its proposed solution available to the T&E team at a bidder site agreed upon by the bidder and the Department. During this T&E period, the bidder's proposed project manager and other senior staff must make any requested presentation.

If this Test and Evaluation stage is conducted, a Department-designated team will further assess and validate each finalist's proposal's functionality and effectiveness through bidder demonstrations, Department hands-on tests or both. This assessment and validation may result in adjustments to the bidder's preliminary scoring by the Department-designated team. Bidders must note that the Department's election to use the Test and Evaluation phase does not waive the requirement for the selected Provider to provide its proposed equipment for validation testing later (see 2.15 below).

The Department intends to evaluate the actual solution that is proposed by the bidder to be deployed in Maine schools. The Provider's solution will also ultimately be tested during Validation Testing. The actual, primary solution must be available for Validation Testing.

2.13.2.5 Final Scoring

The bidder who achieves the highest combined score, that is the proposal that reflects the best value offer to the Department, will be awarded the agreement subject to successful agreement negotiations and required agreement approvals.

2.14 Agreement Award

The Department's evaluation will result in the selection of a proposal which, taken as a whole, is the best value to the Department. After analysis, evaluation and validation of bidder responses, the Department will notify all bidders of the successful Provider in writing. The Department will then enter into agreement negotiations with the successful Provider. The State reserves the right to determine the type of agreement most advantageous to the State from a cost standpoint in the negotiation of the agreement with the winning bidder. Negotiations may result in minor revisions to the Provider's proposal. Upon resolution of the final negotiations, the Department will prepare a final agreement. If for any reason the Department is unable to negotiate an acceptable agreement with the selected Provider, the award may be withdrawn. In this event, the Department may then make an award and enter negotiations for an agreement with the bidder with the

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next highest rated proposal, or may determine, at its sole discretion, that it is in the best interest of the Department to make no award.

It is to be understood by all parties that the negotiated agreement award will be made in the best interest of the State and that the award decision is subject to the approval of the State Purchases Review Committee. The RFP and the proposal of the successful Provider will be incorporated into and form the basis of a legal binding agreement.

2.15 Validation Testing

After an approved agreement is achieved, the Provider will install its solution for four to eight (4-8) schools designated by the Department for Validation Testing. Such testing will validate that the solution works effectively and successfully in Maine school environments per the Section 3 requirements. The Provider must be prepared to install the proposed solution and to conduct such tests quickly since production deployment of the rest of the schools is subject to the Department's approval and acceptance of the Validation Testing results. Provided the validation tests are successful, the approved agreement will be continued and the deployment of the solution will proceed for rest of the schools.

If the validation tests results are not satisfactory to the Department by the Validation Testing deadline, the approved agreement may be terminated by the Department. While the Department will allow the Provider reasonable efforts to cure problems encountered during Validation Testing, the Department reserves the right to exercise its sole judgment as to whether agreement termination or continued Provider remedial efforts are in the best interest of the Department and the schools.

The Department reserves the right to waive the Validation Testing requirement if it judges that validation requirements are satisfactorily met via alternate means.

2.16 Required Agreement Provisions

There are certain requirements, established by the State, with respect to proposals submitted in response to this RFP. The words "shall", "must", and "will" (except when used to denote futurity) will be considered as indicative of a requirement in this RFP. Such requirements are to be considered as material to this procurement and may only be waived, in advance of submission of the proposal, by the RFP Administrator.

2.17 Financial Stability

Evidence of adequate financial stability is a prerequisite to the award of an agreement. Bidders must include, in their Technical Services Proposal, financial documentation to demonstrate their financial stability. This documentation must be submitted in accordance with the requirements of Section 4 of this RFP. The Department reserves the right to request any additional information to assure itself of a bidder's financial stability.

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2.18 Term

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.

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3 Scope of Work

Bidder Response to Service Specifications and Requirements

Section 3 represents the State of Maine’s specifications and requirements for its Learning Technology Wireless Classroom Solution. It also includes the information required to be supplied by the bidder as part of its response to this proposal. For each requirement in Section 3, each bidder must respond appropriately. Failure of the bidder to provide completely the required information as specified in each of the bullets below may result in the bidder’s proposal not achieving its maximum scoring potential during the evaluation process.

- The appropriate response to some requirements may simply be for the bidder to acknowledge and to agree to comply fully with the requirement.
- More typically, the bidder must specify and describe how its solution meets or exceeds the requirements.
- Each bidder must also specify, describe and clarify its proposal’s characteristics and strengths as well as any weaknesses or limiting factors.

Complete instructions are in Section 4, Proposal Submission Requirements, Technical Services Proposal.

3.1 Overview

Maine’s state learning technology plan enacted by the Legislature in June 2001 must provide for:

- A. Portable computing devices for every student and teacher with functional software appropriate to grade level;
- B. Obtaining basic research information and databases;
- C. An alternative equivalent value factor option to school administrative units if they meet the standards of the learning technology plan;
- D. Teacher technology and professional development;
- E. External and internal networks and technical support;
- F. Costs for replacement of portable computing devices, servers and other equipment; and
- G. An evaluation component.

3.1.1 Scope of Procurement: Wireless Classroom Solution

In order to secure the vision described in Sections 1.1–1.3, the State of Maine seeks to procure services that would provide personal, portable computing devices with suitable basic applications

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for all 7th and 8th grade students and teachers. In addition to these devices, the State of Maine seeks to procure installed or upgraded wireless networks for all participating middle schools as necessary, appropriate server capacity, training and technical support. The bidder may include resources, services or consulting pertaining to professional development and curriculum integration. The procurement sought will also include a number of optional schedules for equipment or services that local school units or other entities may choose to take advantage of at their own expense.

The awarded bidder must provide a solution that is both functionally complete and cost-effective. The Provider must demonstrate the ability, capacity, and flexibility to collaborate successfully and actively with the Department of Education and Maine schools.

3.1.2 Services Provided By Other Entities

This subsection describes in general terms the services critical to the success of the statewide initiative, that are provided in whole or in part by an entity other than the Provider. As described in this section, the bidder will be responsible to coordinate the design and deployment of the bid solution in order to appropriately complement and leverage these activities or resources. Some of these items are described more fully hereafter in conjunction with the relevant specifications. Note that this list is not exhaustive.

- Building Preparedness – 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.
- Connectivity and adequate bandwidth to each school building – The State’s existing Maine School and Library Network program administered by the Public Utilities Commission ensures connectivity and Internet service to every school building in Maine. The MSLN will provide reasonable, adequate bandwidth to each participating middle school. All participating middle schools have T1, equivalent or better connections from MSLN or another ISP of their choosing. Additional information about the MSLN is included in Appendix E and on the web at <http://www.maine.gov/mpuc/industries/programs/msln/>.
- Home Access to the Internet – The Maine Learning Technology Foundation, a non-profit organization, in conjunction with Great Works Internet (GWI), a Maine ISP, provides free dialup connectivity to all students in the participating middle schools who qualify for the Federal Free/Reduced lunch program. In addition, the MLTF sponsors reduced rate dialup and DSL broadband connectivity to students and teachers through GWI. Additional information about the MLTF and GWI program can be found at: <http://www.gwi.net/residential/mlti.html>
- MSLN Circuit Rider program – The schools have available to them a very limited number of personnel for MSLN “circuit rider” services provided statewide by the Northern Maine Technical College, the University of the Southern Maine in Portland and the University of Maine in Orono. The circuit riders provide advice and consultation on configurations, the network environment and optimization of school connections, plus some

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technical support for sites is available to those sites that need onsite technical advice and assistance. Although they mainly focus on providing advice and consultation on configurations, the network environment and optimization of their connections, they also diagnose and resolve local technical problems. They provide this support by phone, E-mail and on site. Their objective is to foster technical self-sufficiency, independence and local control for all of the sites connected to the school and library network.

- Professional Development – The Maine Department of Education has developed a state-wide strategy to support the leadership and professional development of teachers in the integration of learning technology into teaching and learning. Based on this strategy and assessed needs, the Department designed and provided a comprehensive framework for teacher leadership and development in integrating technology. Delivery may utilize an array of existing resources and relationships in Maine. Beyond the scope of this Request for Proposal, a variety of resources will be utilized to meet the identified needs. However, in support of or in complement to the activities that may be undertaken by the Department, the bidder should describe its interest, capacity, and approach for providing resources, services or consultation on professional development and technology integration.
- Content, Assessment, and Integration – Maine is a “local control” state with regard to curriculum and selection of instructional materials. Maine’s statewide standards, the *Learning Results*, describe what children should know and be able to do at each grade span. However, local school units and classroom teachers are left with academic freedom to design lessons and select materials. Maine is also building a system of local assessment based on multiple modes such as projects, portfolios, and other demonstrations of learning. Although the bidder may include options for services regarding content, assessment tools, and other materials, any such services should be premised on Maine’s system of locally developed and selected curriculum, instruction and assessment.
- Primary Research Databases - The State of Maine provides access to online content subscriptions for basic research and primary source materials in conjunction with the Maine State Library. These content subscriptions are available to all students and citizens in Maine. <http://www.maine.gov/marvel>
- Program Evaluation and Assessment – The Department will make provision outside the scope of this Request for Proposal for outside analysis and evaluation of the impact and success of the MLTI project. The Provider should be prepared to supply its required reports and documents in a time, manner, and format specified by the Department that will enable adequate evaluation.

3.2 Participation by Schools

It is estimated that two hundred thirty-six (236) Maine schools are eligible to participate in the program – and the vast majority of them are expected to do so. The number of classrooms and students within schools varies widely. Maine has many small, rural schools. A significant proportion – roughly 40% -- of the schools that serve 7th and 8th grade students are K-8 elementary schools.

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Maine is a strong “local control” state. Although Legislature and the Department of Education provides statewide policy direction, each of Maine’s 288 school units, organized on a municipal or regional basis, has an elected school board with general statutory responsibility for policy and operational oversight of each school.

3.2.1 Opt-in

The State will pay only for those schools, students, and teachers that participate, and the bidder should describe the Technical Services Proposal and Cost Proposal accordingly.

While it is expected that the vast majority of Maine schools will participate in the program, schools will do so on an opt-in basis. Every public middle school in the State participated in the first MLTI deployment. However, some school units may elect not to participate. Other school units may elect for an alternative deployment. It is anticipated that schools that do not opt-in initially would retain the right to opt-in, at a minimum for Year 2 (the 2007-08 school year). Based on the solution proposed by the winning bidder, the Department will require in May 2006 a formal statement of intent to participate from school units.

3.2.2 Alternative Deployments

Schools may also elect to participate in an alternative one-to-one deployment, using different devices or configurations than that provided by the State-funded solution from the Provider. This alternative deployment could utilize an optional cost schedule for upgrades or enhancement offered by the Provider, or the school unit at its discretion could utilize equipment or services from some other vendor. If a school’s alternative deployment satisfies criteria to be established by the MLTI Advisory Board, the State would provide to that school – for those service components that are susceptible to disaggregation -- funds equal to the component(s) of the State-funded solution. The local school unit would have sole responsibility for any additional costs, beyond the State-funded solution, associated with the alternative deployment.

3.2.3 School Sites

As an aid to the bidder, Chart A is included in the RFP to depict the approximate distribution of students by school size. A more detailed summary of the eligible schools characteristics can be found in [Appendix F](#).

NOTE: Bidders should not rely on the data contained in [Appendix F](#) for detailed planning or cost estimates. Data contained in [Appendix F](#) is drawn from both survey data from schools and school enrollment data for October 2005, and therefore is exemplary only. For planning purposes, the projected numbers utilized in subsection 3.3 reflect expected enrollment trends statewide. Teacher counts and numbers of classrooms are reported from local school units. The number of teachers likely includes some duplicate counts and personnel who teach in 7th and 8th grade on a fractional basis. The teacher numbers used for statewide deployment is estimated below in subsection 3.3. Classroom numbers were not provided by all schools, have not been confirmed, and are subject to on-site building analysis by the Provider.

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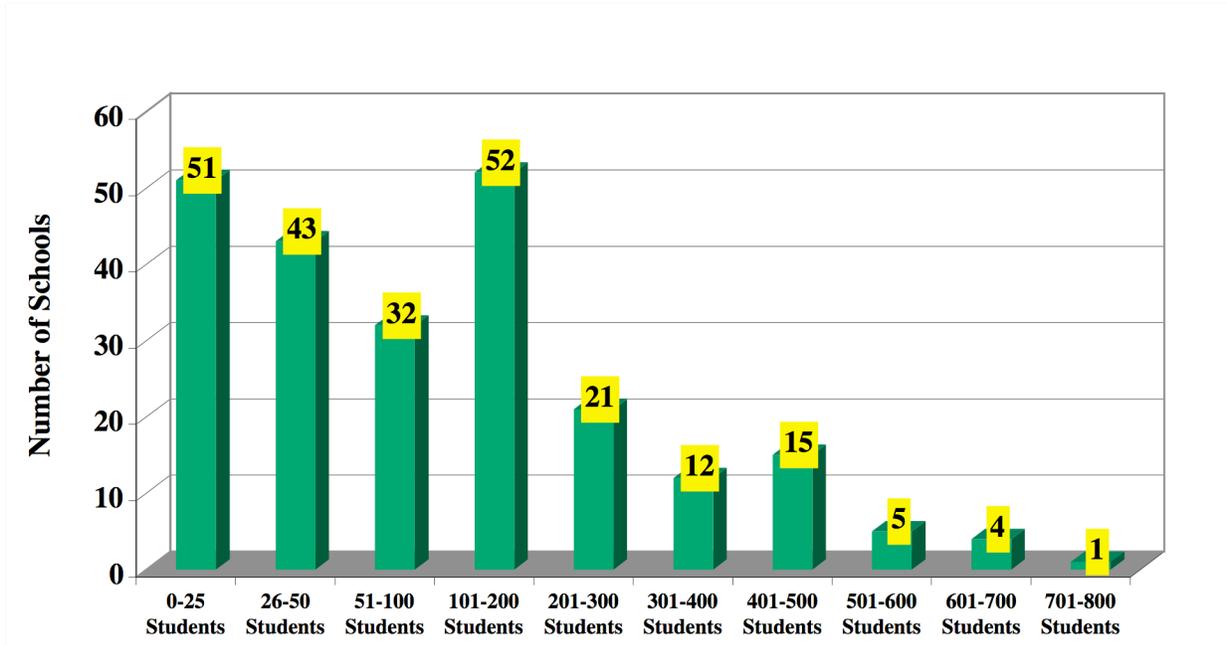


TABLE A – School Site Data by Enrollment – Grades 7 & 8

3.2.4 Full Deployment

All participating schools that opt in initially are required to be fully deployed for the start of the 2006-07 school year. Schools that opt in at a later date would be deployed as soon as practicable.

3.3 Personal Computing Device & Software Applications

A portable, wireless computing device will be provided for each participating 7th and 8th grade student and teacher in Maine. All devices will be deployed in the first year of the program.

3.3.1 Device Quantities

3.3.1.1 Teachers and Staff

Each 7th and 8th grade teacher, school principal, and middle school technical coordinator will be equipped with a portable computing device (hereafter referred to as the “teacher’s” device). The teacher’s device may be the same as the student’s device or may be a more fully capable device. Either way, the teacher’s device must satisfy educational and practical functional goals in the classroom and for lesson preparation.

Classroom teachers in all content areas, special education teachers, literacy specialists, librarians and itinerant teachers will all receive a computing device. It should be noted that ordinary classroom teacher ratios mask a much larger number of individuals who work with 7th and 8th grade students, particularly a substantial number of teaching staff who are assigned to teach at multiple grades and/or in multiple school buildings.

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The teacher and staff estimates below represent the Department’s best available projection that is inclusive of part-time and itinerant teachers, and staff in the estimated proportion such individuals are assigned to 7th and 8th grade. Maine’s actual student:teacher ratio, based on FTEs, is 13:1.

Table B below summarizes the estimated number of 7th and 8th grade teachers and eligible staff.

Teacher Count Estimates - Grades 7 & 8 (total cumulative number of teachers in service each year)	
School Year	Total
Year 1	3700
Year 2	3700
Year 3	3700
Year 4	3700
High Year	3700

TABLE B – Teacher Count Estimates – Grades 7 & 8

Teacher counts for deployment purposes may be slightly lower. Teacher counts allocated to each building will need to be adjusted to eliminate any possible duplicate counts; to adjust for full-time equivalents; and to determine more precisely the number and extent of teachers with multi-grade teaching assignments that work with 7th and 8th grade students. Based on a methodology to be supplied by the Department to the Provider, schools may be provided a device for each teacher assigned full-time to 7th or 8th grade, and in addition be provided a stock of devices to be assigned to other teachers on a prorated count.

3.3.1.2 Students

Each 7th and 8th grade student will be equipped with a portable computing device. The educational requirement is a 1:1 ratio – one device per student.

The estimated number of students is summarized in Table C below. School Year 1 commences in August 2006. The actual numbers could be higher or lower.

The count could be lower if some eligible schools elect not to participate. As described in Section 3.2.2, schools may also elect to participate in an alternative 1-to-1 deployment using different devices or configurations than that provided by the State-funded solution described by the bidder.

The count could also be lower if students with disabilities are unable to benefit from use of the device in the solution, as described in the following subsection.

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School Count Estimates – Grades 7 & 8			
School Year	Total	7	8
2006-7 – Year 1	31,838	15,607	16,231
2007-8 – Year 2	30,551	15,131	15,420
2008-9 – Year 3	29,930	14,977	14,953
2009-10 – Year 4	29,541	14,733	14,808
2010-11 – Year 5	29,116	14,522	14,594
High Year	31,838		

TABLE C – Student Count Estimates – Grades 7 & 8

3.3.1.3 *Students with Disabilities*

All students will receive a device except students who are determined by an individual education program (IEP) team to be unable to benefit from learning technology equipment. These students would receive neither equipment nor funds under this program. When the student is unable to benefit by the Provider’s device, the school unit may opt in the alternative to receive funds equivalent to the per seat device and/or software value that could be applied towards an alternative technology from the Provider or another vendor. The school unit will provide additional adaptations, software, or peripheral equipment from the Provider or another vendor if necessary.

3.3.2 *Device Requirements*

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.

3.3.2.2 *Device Portability*

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.

3.3.2.3 *Device Durability*

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.

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3.3.2.4 *Device Power*

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.

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.

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.

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.

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.

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.

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.

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

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device should be capable of connecting to standard video output devices such as digital projectors or television sets.

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.

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.

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.

3.3.2.14 *Accessibility*

It is the intent to purchase hardware and software which provide the highest degree of accessibility to all users, including users who may have an impairment that interferes with the use of the device. The solution will have the capacity to interface with peripherals, software and assistive technologies used by students, teachers and others with visual, hearing, mobility, communication and/or cognitive impairments and will conform to the ISPB-approved Computer Application Program Accessibility Standard which can be found at:

http://www.maine.gov/oit/accessibility/software_policy.htm

There must not be a need for complex and expensive adaptation and/or specialized design later to meet the needs of users. The design should communicate necessary information in as many different forms as possible (e.g., verbal, auditory, tactile, pictorial) to accommodate needs. It should be of appropriate size and should be operable in at least one mode for those with limited hand, arm, leg or trunk strength, flexibility and range of motion. Space should be provided for approach, reach, manipulation and use regardless of a user's body size, posture or mobility.

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.

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.

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3.3.3 Software and Function

3.3.3.1 Applications

The solution must, at a minimum, provide the students and teachers with software to facilitate the following educational needs: writing (e.g., word processing, journaling, email, etc.), data analysis (e.g., spreadsheet, graphing and charting, GIS, etc.), presentations and publishing (e.g., slide shows, web authoring, etc.), multimedia creation (e.g., manipulation of digital images, audio, video, etc.), information management (e.g., database, concept mapping, etc.), 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). 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.

3.3.3.2 Communication

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.

3.3.3.3 Collaboration

The solution should provide an online collaborative space that supports project-based learning. It should allow for flexible grouping of users for any given project, such as users within a class, within a school, or within the project. The solution should include sufficient measures to protect user's personal information and content. The collaborative space should be accessible from both the device as well as other Internet-capable computers of reasonable power and functionality.

3.3.3.4 Network and Device Connectivity

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).

3.3.3.5 Stand-alone

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.

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3.3.3.6 *Software Updating*

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.

3.3.3.7 *Software Restore*

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.

3.3.3.8 *Operating System*

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 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.

3.3.4 *Device Options*

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.

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.

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.

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The value of such offerings may be considered in the score of the Technical Services Proposal.

3.3.4.1 *Optional Software*

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.

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.

3.3.5 Pricing Schedules for Additional Maine Educational Groups

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.

3.4 ***Network Connectivity and Infrastructure***

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](#).

All middle schools have T1, equivalent or better Internet connections provided by MSLN or an ISP of the local district's choice.

3.4.1 Building Readiness

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.

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3.4.2 Local Network and Access

These network access services will include as a minimum:

3.4.2.1 *Wireless Coverage*

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.

3.4.2.2 *Wireless Access*

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. 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.

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.

3.4.2.3 *Wireless Bandwidth*

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 describe the capability and flexibility of its solution.

3.4.2.4 *Internet Access*

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

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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 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.

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.

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.

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.

3.4.3 Remote Network Access

3.4.3.1 Access 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 <http://www.gwi.net/residential/mlti.html>.

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.

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3.4.3.3 Other ISPs

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.

3.4.3.4 Other Devices

It is desirable that the Provider’s solution, if applicable, also be accessible from remote locations using another computer – for example, for a student to access the servers associated to the Provider’s solution through the family’s home computer.

3.5 Performance and Quality

3.5.1 Uptime

The Provider will ensure, at a minimum, that all functions of its classroom solution are reliable and available to the schools during the Period of Prime Usage. This period is 6:00 AM to 10:00 PM, Maine local time, Monday-Friday, excluding holidays. During this period, the required up-time is as follows:

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%

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.

3.5.2 Device Reliability

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.

3.5.3 Response Time

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 wireless services to all students

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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.

3.5.4 Business Continuity/Disaster Recovery

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.

3.5.5 Server Failure

If the solution includes servers, then the solution must provide server redundancy or other fall-back strategy in the event of server failure. This will provide continued operation of the servers in the event of server hardware or software failure.

3.5.6 UPS

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.

3.5.7 Performance Metrics and Reporting

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.

3.6 Functional and Asset Security

3.6.1 Wireless Security

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.

3.6.2 Authorization Control

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.

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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.

3.6.3 Anti-virus Protection

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.

3.6.4 Backups

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 automatic backup from the portable computing device to a server or some other facility on a daily basis to prevent data loss.

3.6.5 Insurance, Damage, Theft

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.

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3.6.5.2 Theft

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 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.

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.

3.6.6 Asset Management

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.

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.

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.

3.7 Training, Curriculum Integration, and Consultation

As part of the bid solution, the vendor will provide Technical Training. The vendor may provide additional resources for Curriculum Integration and Consultation as part of the bid solution. Additional training may be offered outside of the bid solution and cost.

3.7.1 Technical Training

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

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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.

3.7.2 Curriculum Integration and Professional Development

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.

3.7.2.1 *Design and Oversight*

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.

Based on this strategy and assessed needs, the Department designed and provides a comprehensive framework for teacher leadership and development in integrating 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

3.7.2.2 *Services by Provider*

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; and with

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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.

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.

3.7.3 Additional Training and Development Resources

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.

3.7.4 Coordination with Initiatives on Parent Involvement and Home Use

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.

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.

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.

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.

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3.8 Support and Maintenance

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.

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 describe its Help Desk offering as well as its ongoing technical support provided for its proposed solution.

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 will be defined as switches, servers, LAN devices, remote access devices or any other equipment provided by the vendor.

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.

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 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

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.

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3.8.2 Service and Support Plan

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.

3.9 Project Management and Implementation

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.

3.9.1 Project Plan and Deliverables

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:

3.9.1.1 Project Plan

The preliminary Project Plan itself will be delivered for approval not later than 30 calendar days after the agreement is approved by the State Purchases Review Committee. Development of the plan with the Department's involvement is required. The Plan must include all aspects of the project and its deliverables, including coordination with the Department and the schools, communications and reporting, timetable, Validation Testing Subplan, Deployment Subplan, 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.

3.9.1.2 Validation Testing

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.

3.9.1.3 Educational Conferences

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.

Section 3 – Scope of Work

3.9.1.4 Implementation

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.

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.

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.

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.

3.9.1.5 Training

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 signup 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.

3.9.1.6 Support and Service

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.

Section 3 – Scope of Work

3.9.2 Timeline

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.

3.9.3 Project Staffing

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.

3.9.4 Coordination with Schools

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 over-time charges.

3.9.5 Work Within Schools

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.

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.

- **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

3.9.6 Change Control

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.

Section 3 – Scope of Work

3.9.7 Project Management Reporting

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.

3.9.8 Ongoing Improvements

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.

The Department is seeking a solution which adheres to industry standards and open systems architectures as versus proprietary solutions. Each bidder must identify whether its solution includes proprietary aspects and, if it does, will provide in its proposal a schedule and a plan to the Department for the Provider's migration to industry standards - or state that it intends to continue pursuing its proprietary approach.

Section 4 – Proposal Submission Requirements

4 Proposal Submission Requirements

This section describes the requirements that must be met by bidders in preparing the Proposal. The Proposal will consist of five sections:

Section I – The first part must be a **Transmittal Letter** signed by an individual authorized to legally bind the bidder.

Section II – The second part must be an **Executive Summary** of the bidder’s proposal solution to the requirements specified in this RFP.

Section III – The third part must be the **Technical Services Proposal**, addressing the requirements and specifications in the Scope of Work, Section 3.

Section IV – The fourth part must be the **Bid Price and Supporting Detail**, including all materials, forms and schedules, including a summary of costs. These sheets will show the bidder’s proposed price for all of the equipment, services and other costs identified in this RFP. These proposed costs will be broken down by the tasks and/or deliverables defined in Section 3, Scope of Work.

Section V – The fifth part must be **Provider Qualifications**.

Instructions for each of the five sections will be found below. The Proposal must be bound in one document and must comply with the instructions and requirements set forth in Sections 2 and 4 of this RFP.

- The Proposal must be organized and structured in strict accord with the section numbers contained in Section 4 of this RFP.
- Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to requirements, and completeness and clarity of content.
- Elaborate proposals are neither necessary nor desirable. If the bidder’s proposal is presented in a fashion that makes evaluation difficult or overly time-consuming, it is likely that points will be sacrificed in the evaluation process.
- The Proposal must include a Table of Contents.
- All pages of each Proposal copy must be consecutively numbered, starting with page 1 of each Proposal.
- Each Proposal must be bound separately on standard 8½” by 11” paper, except that charts, diagrams, and the like may be on fold-outs if they fit into the 8½” by 11” format.
- One Proposal copy, not the original, must be unbound to facilitate copying if needed.
- The original copy of the Proposal (original signature[s] required) will be marked “Original”.
- One complete copy of the proposal will be provided on CD-ROM in a form that allows the Selection Team to conduct electronic searches by word, phrase, etc.

Section 4 – Proposal Submission Requirements

- An official authorized to legally bind the bidder will sign the Proposal.
- Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

The Department reserves the right to review all aspects of the Bid Price and Supporting Detail for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from the bidder's proposal, industry norms, or in areas where detailed pricing is required.

The schedules required to be submitted with the Bid Price and Supporting Detail are contained in Section 4.4 of this RFP. The bidder may prepare its own schedules for submission, but they must conform to the format of the Section 4.4 schedules; schedules may be extended vertically to contain more content where warranted. Each bidder is encouraged to develop its proposal in electronic format where possible, with the cost forms in electronic spreadsheet format, so that they can be made available to the Department electronically if requested. All schedules are mandatory. If the bidder does not complete and submit all proposal requirements in their entirety, the bidder's proposal may be rejected.

4.1 Transmittal Letter (Proposal Section I)

Proposals must be accompanied by a letter of transmittal written on the bidder's official business stationery. This Transmittal Letter must be brief, be in standard business format and signed by an official authorized to legally bind the bidder. This Transmittal Letter must include the following:

- 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.
- b) A statement that the 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.
- d) The name, phone number, fax number and e-mail address of the bidder's representative who may be contacted for all contractual matters.
- 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.
- f) The bidder's federal tax identification number.
- g) A statement that all required forms, checklists, and/or schedules have been included.
- h) An itemization of all materials and enclosures submitted in response to the RFP.
- i) A statement that the bidder's proposal will, when implemented, meet or exceed all the requirements and specifications set forth in the RFP.

Section 4 – Proposal Submission Requirements

- 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.
- 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](#)).
- 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.

- 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.
- n) A statement that the bidder agrees to participate in personnel interview(s) and/or oral presentations, if opted by the Department.
- 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.
- 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.
- 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.
- 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.

Section 4 – Proposal Submission Requirements

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

The bidder must address all items in 4.1 above and may include other topics that the bidder feels are appropriately addressed in its Transmittal Letter.

4.2 Executive Summary (Proposal Section II)

The Executive Summary will condense and highlight the contents of the Proposal to provide the Selection Committee with a broad understanding of the bidder's proposal. This will be a concise overview summarizing the bidder's commitment to performing this agreement. The Executive Summary will include highlights of the following:

- solution and service capabilities;
- qualifications of personnel;
- significant features of the bidder's approach;
- general cost summary;
- previous relevant experience substantially similar to the requirements discussed in this RFP; and
- financial stability to undertake a project of this magnitude and past financial experience with projects of similar size, scope, and complexity.

Bidders should present their understanding of the problems being addressed by this RFP, the objectives and the intended results. Bidders should describe their understanding of the solution and services as requested by the Department. Bidders should summarize how their proposal meets the requirements of this RFP and why the bidder is best qualified to perform the work required.

Section 4 – Proposal Submission Requirements

4.3 Technical Services (Proposal Section III)

The Technical Services section of the Proposal will include the bidder's response to the service requirements described in Section 3 Scope of Work.

4.3.1 Response to Service Requirements

In this section of the Technical Services Proposal, the bidder must :

- Provide a positive statement describing how the proposed equipment and services comply with the requirements given in this RFP's Section 3, Scope of Work. These statements must specifically and completely address the RFP requirements; simply referring to enclosed literature is not acceptable.
- As a convenience and courtesy to the evaluators and readers, each bidder is requested to format this section of its proposal such that the original RFP Section 3 language provisions and numbering are directly quoted and included in the proposal, followed respectively by the bidder's response to each provision in a formatting manner which makes the original language and bidder's response easy to distinguish and read.
- The bidder should include listings and documentation depicting hardware and software configurations, features and component clusters.

The bidder has the option of also providing in this section of the proposal any statements and descriptions considered pertinent concerning additional services or enhancements to the requirements. The bidder may submit supplementary literature describing the services as deemed appropriate, provided the main, specific description is included in this section first.

4.3.2 Solution Specifications Summary

In this section of the Technical Services Proposal, the bidder must, in addition to the detailed response required in 4.3.1, complete the Specifications Summary Worksheet located in [Appendix D](#). Additional summary information may be added if the minimum information specified on the form is provided first.

4.4 Bid Price and Supporting Detail (Proposal Section IV)

The component costs of the bid for providing the equipment and services set forth in this RFP must be provided by completing and submitting the information required below in this section. As a minimum, this includes the following cost schedules:

- Cost Schedule A – Solution Cost
- Cost Schedule B – Optional Items
- Cost Schedule C – Pricing Schedule for Additional Maine Educational Groups

Bidders are advised that submission of additional information in support of the cost schedules is strongly preferred by the Department to the extent that such information will assist in evaluating the reasonableness and rationale supporting the costs.

While we seek to best outline options for local control through Schedule B, only Schedule A will be considered for the 25 % of the RFP scoring that is related to cost.

Section 4 – Proposal Submission Requirements

The Cost Proposal must be inclusive of all costs, charges, fees, or other expenses to the State, each local school unit, and each user for the provision of the bid solution, except where specifically permitted to the contrary in Section 3.

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.

If a bidder finds that one or more schedules or schedule elements are unnecessary for their Bid Price and Supporting Detail Proposal, the bidder must complete and sign the schedule anyway with a notation to the effect that “No costs are anticipated for this Schedule area.”

All significant elements of the bidder’s proposal must be itemized, although the bidder need not indicate the discrete cost of each item.

It is the Department’s intent to maximize its reimbursement from the federal E-rate program. As such, each bidder should develop its proposal in a way to maximize the discounts for funding available through the federal E-rate program. The Provider will assist the Department in identifying eligible costs and in making application for such discounts. The maximum contract price defined is inclusive of all E-Rate monies.

The State reserves the right to determine the type of agreement most advantageous to the State from a cost standpoint in the negotiation of the agreement with the winning bidder.

The bidder must complete each cost schedule below.

4.4.1 Cost Schedule A (Solution Cost)

The Department intends to procure its wireless classroom solution as a continuous service for the term of the agreement. Each bidder must identify clearly in Schedule A total service cost on a per seat per year basis for the term of the agreement. The per seat cost must be fixed. Bidders must base their costs on the numbers of teachers and students in Table B and Table C in Section 3.3.1. The State will pay only for those schools, students, and teachers that participate, and the bidder should describe the Technical Services Proposal and Cost Proposal accordingly.

Any costs omitted or otherwise not included as required will be absorbed by the bidder should they become the Provider. Components included in the costs that are later determined not to be needed will have their cost deducted from the total at an appropriate time.

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

ITEMS INCLUDED IN COST: (list below)

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4.4.2 Cost Schedule B (Optional Items)

Bidders are encouraged to offer an optional list of upgrades and add-ons for local schools to consider (at local school cost) to augment or improve the basic solution. Such items, if any, should be identified in Cost Schedule B. See Device Options, RFP Section 3.3.4 for related details. If more rows are needed, the bidder may extend Schedule B vertically to include all items.

COST SCHEDULE B		
Optional Items		
Line Item	Item Description	Cost
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

4.4.3 Cost Schedule C (Pricing Schedule)

Per Device Options, RFP Section 3.3.5, bidders must provide a pricing schedule for additional Maine educational groups to buy from (at local cost) if approved by the Advisory Board. Such items, if any, should be identified in Cost Schedule C. If more rows are needed, the bidder may extend Schedule C vertically to include all items.

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	

ITEMS INCLUDED IN COST: (list below)

4.4.4 Payment Schedule

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

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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.

4.5 Vendor qualifications (Proposal Section V)

The Vendor Qualifications section of the Proposal must consist of the following subsections:

1. Bidder Identification and Information
2. Financial Statements
3. Office Location
4. Relationships with the State
5. Contract Performance
6. Bidders' Qualifications and Experience (please include K-12 experience)
7. Staff Qualifications
8. Subcontracts/Subcontractors

4.5.1 Bidder Identification and Information

In response to this section of the RFP, the bidder will:

- state the organization's full company or corporate name and give the address of the organization's headquarters office;
- specify how the entity is organized (proprietorship, partnership, corporation);
- specify the state in which the bidder is incorporated or otherwise organized to do business;
- 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. The intent of this requirement is to ascertain the longevity of continuous operation of the bidder, and the response should be formulated to provide that information as appropriate to the bidder's business circumstances;
- provide its Federal Tax Identification Number.

4.5.2 Financial Statements

Evidence of adequate financial stability must be supplied. Bidders must provide financial documentation to establish their financial stability. In the event a bidder is either substantially or wholly owned by another corporate entity, the bidder must also include the most recent detailed financial report of the parent organization and a statement that the parent will unconditionally guarantee performance by the bidder in each and every term, covenant, and condition of such agreement as may be executed by the parties.

One of two responses is required in this subsection, depending upon whether the firm is publicly held or not. Descriptions shall be organized into the categories shown below in Subsections 4.5.2.1 or 4.5.2.2. Any proposed subcontractor whose percentage of work to be performed

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(measured as percentage of total agreement price) equals or exceeds 20 percent, must submit the required information as well.

4.5.2.1 *Publicly Held*

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 bidder's principal financial or banking organization, and a responsible representative from the corporation's audit firm.. 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. The bidder must submit a complete credit report dated from a recognized accounting firm not more than 60 days prior to the proposal submission.

4.5.2.2 *Not Publicly Held*

If the bidder is not a publicly held corporation, the bidder may either comply with the preceding paragraph or:

- describe the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization;
- provide a banking reference;
- provide a complete credit report from a recognized accounting firm dated not more than 60 days prior to the proposal submission; and
- 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 bidding organization; or warrant that no such condition is known to exist.

4.5.2.3 *Change in Ownership*

If any change in ownership or control of the company is anticipated during the 12 months following the proposal due date, describe the circumstances of such change and indicate when the change will likely occur. At the time the change is effected, the new owner or controlling entity must certify that they agree to all terms and conditions of the RFP proposal by the bidder, and/or the resulting agreement.

4.5.3 Office Location

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. If the bidder expects to establish new or additional Maine office(s), please state the proposed or specific location of these offices.

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4.5.4 Relationships with the State

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.

4.5.4.2 *Bidder's Employee Relations to State*

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.

4.5.4.3 *Persons Employed by both State and Vendor*

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.

4.5.5 Contract Performance

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.

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.

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.

If no such early terminations have occurred in the past three years, so declare.

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4.5.6 Bidder’s Qualifications and Experience

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.

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:

The minimum experience areas to be addressed include:

- 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

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 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.

4.5.7 Staff Qualifications

Bidders will provide a summary of relevant experience of the proposed staff. Bidder and subcontractor staff experience will be shown separately.

- 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.
- Description of Responsibilities for All Proposed Staff.

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- Names and Resumes (or other summaries of the staff’s educational experience, work experience, certifications) of All proposed staff.
- 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.
- Time Commitments of Proposed Staff (number of staff days per person over the course of the project).

Note that the Department reserves the right to reject any of the above proposed individuals.

4.5.8 Subcontracts/Subcontractors

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.

Section 4 – Proposal Submission Requirements

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Appendix A
State of Maine Agreement to Purchase Services
RIDER A — Specifications of Work to be Performed

Page 1 of _____

Agreement No: _____

STATE OF MAINE
DEPARTMENT OF _____
Agreement to Purchase Services

THIS AGREEMENT, made this _____ day of _____, _____, is by and between the State of Maine, _____, hereinafter called "Department," and _____, located at _____, telephone number _____, hereinafter called "Provider", for the period of _____ to _____.

The Employer Identification Number of the Provider is _____

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

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in _____ original copies.

DEPARTMENT OF _____

By: _____
Name and Title, Department Representative

and

By: _____
Name and Title, Provider Representative

Total Agreement Amount: \$ _____

State Controller

Approved: _____
Chair, State Purchases Review Committee

BP54 (Rev 6/04)

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State of Maine Agreement to Purchase Services
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RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

I. ELEMENTS OF THE CONTRACT

The following documents, attachments, and exhibits constitute the State of Maine Contract for Special Services with (Insert Vendor's Name), and are herein incorporated by reference into the Contract Provisions:

1. State of Maine Contract for Special Services, Page 1;
2. State of Maine Contract for Special Services, Rider B, Payment and Other Provisions;
3. State of Maine Contract for Special Services, Rider A, Specifications of Work to be Performed;
4. State of Maine Department of Education's Request for Proposals, (RFP title or description) and any amendments or other written documents incorporated into the RFP;
5. Any written correspondence between the State of Maine and (Vendor name) identified by the State as significant to the process;
6. (Vendor name)'s Proposal in response to the RFP identified in 4., above.

II. CONTRACT INTERPRETATION - CONTROLLING TERMS

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.

III. SERVICE SPECIFICATIONS: PART ONE

(Part One of Rider A will include Outcomes, Indicators and Measures. Outcomes are broad goals of the agreement, and may be only a few in number. Indicators are specific objectives included under a broad goal; they are the strategies identified to achieve the Outcome sought and thus there may be several Indicators associated with any Outcome. Measures are criteria, milestones, accomplishments, products or other deliverables by which completion of performance of an Indicator is measured. This section also includes any negotiated exceptions to the requirements of the Department's RFP, and any additional service specifications to which the parties have agreed.

Any exceptions to the proposal would be stated here, as would any additional specifications not found elsewhere.)

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State of Maine Agreement to Purchase Services
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III. SERVICE SPECIFICATIONS: PART TWO

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.

The term “Agreement” as used here is defined as the legal agreement between the State and the successful bidder written as a result of this RFP.

The Provider will provide services in accordance with the following TERMS AND CONDITIONS.

1 GENERAL

The Agreement between the Department of Education, State of Maine and the Provider shall include those items identified in Article I, Elements of the Agreement, of the State of Maine Agreement for Special Services, Rider A. 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 Agreement for Special Services with the Provider, the conflict shall be resolved by giving precedence to the documents in the order listed in Article II of the State of Maine Agreement for Special Services, Rider A.

No modification or change of any provision in the Agreement shall be made, or be construed to have been made, unless such modification is mutually agreed to in writing by the Provider and the State. The Agreement modification will be incorporated as a written amendment to the Agreement. Memoranda of understanding and correspondence shall not be construed as amendments to the Agreement.

In Maine, authority to approve agreements on behalf of the State is vested in the initiating department, the State Contract Review Committee and the Attorney General. The Provider shall sign an agreement which shall then be forwarded for approval and signature by all appropriate officials in the Maine State government. The Department’s Agreement Administrator shall be the single authority to act for the State under the Agreement. Whenever the State is required by terms of the Agreement to provide written notice to the Provider, such notice must be signed by the Agreement Administrator or designee.

1.1 Deviations from the Agreement

The requirements appearing in this RFP shall become a part of the terms and conditions of the Agreement. Any deviations from the RFP must have been specifically defined by the Provider in its proposal which, if accepted by the State, must have become part of the Agreement, but such deviations must not have been in conflict with the basic nature of this offer.

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State of Maine Agreement to Purchase Services
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1.2 Beginning of Work

The Provider must not commence any billable work until a valid agreement has been fully executed by the parties and approved by the State Contract Review Committee. The Project Manager will notify the successful Provider in writing that work may commence.

1.3 Governing Law

The Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceedings against the State regarding this RFP or any resultant agreement shall be brought in State of Maine administrative or judicial forums.

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.

1.5 Advertising Award

The Provider shall agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the State of Maine. News releases pertaining to this project will not be made without prior approval from the Agreement Administrator. The Provider will submit to the Department all advertising, written sales promotions, press releases and other publicity matters relating to this Agreement and will not publish or use such advertising, sales promotion, press releases, or publicity matters without prior written consent of the Department. However, the Provider may include the State of Maine's name and a factual description of the work performed under this Agreement in its list of references and in the experience section of proposals to third parties, in its Annual Report to Stockholders, and whenever required by reason of legal, accounting or regulatory requirements.

1.6 Notices

After Agreement award, all notices under the resultant Agreement shall be deemed duly given: (1) upon delivery, if delivered by hand against receipt, or (2) three days after posting if sent by registered or certified mail, return receipt requested.

All notices are to be delivered to the Agreement Administrator at the address below or to such other address or party as is designated.

Department Agreement Administrator (will be named in the final executed approved agreement)
Department of Education
Augusta, Maine 04333

Either party may change its address for notification purposes by giving written notice of the change and setting forth the new address and an effective date.

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1.7 Titles

Titles of paragraphs used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer contractual construction of language.

2 TYPE OF AGREEMENT

The Agreement shall be on the basis of a fee for equipment and services as required by this RFP, and set forth in this Agreement. This RFP is specifically intended to solicit proposals for an Agreement on the basis of costs and services on a per seat per year basis, although the State reserves the right to determine the type of agreement most advantageous to the State from a cost standpoint in the negotiation of the agreement with the winning bidder.

2.1 Term of the Agreement

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.

2.2 Limitation

The Agreement offered will be subject to available budgetary appropriations and shall not create any obligation on behalf of the State in excess of such appropriations. In the event of deappropriation of funds or appropriation of funds such that the State must restrict or terminate funding for this Agreement, the State shall endeavor to provide as much advance notice as possible of the budgetary action.

It is understood by the parties that the termination clause regarding non-appropriation of funds by the Legislature is a requirement of both State law and Maine Constitution.

2.3 Fiscal Year

For the purposes of this RFP, "state fiscal year" will be defined as the State fiscal year: July 1 through June 30.

3 FORCE MAJEURE

The Provider shall not be liable for any damages if the failure to perform the Agreement arises out of causes without the fault or negligence of the Provider. Such causes may include, but are not restricted to, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be without the fault or negligence of either the Provider or its Subcontractor(s). When such a cause arises, the Provider shall notify the State of Maine immediately in writing of its failure to perform, describing the cause of failure and how it affects performance, and the anticipated duration of the inability to perform. The State of Maine shall review the information provided and may, at its

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option, terminate the Agreement in accordance with the Termination of Agreement provisions in Rider B, State of Maine Agreement for Special Services (in Appendix A).

4 LIQUIDATED DAMAGES

The State and the Provider agree that in the event of a Provider failure to meet the standards defined below within the time set forth, damage shall be sustained by the State and that it is and will be impractical and extremely difficult to ascertain and determine the actual damages which the State will sustain by reason of such failure. The success of an innovative educational initiative is critically dependent upon early success, acceptance, and adoption. The damage to goodwill, long-term success, and educational impact is extremely difficult to quantify. Moreover, substantial performance at many sites or with many components is simply not sufficient to ensure the success of the initiative. It is essential to have substantial functionality for the overwhelming majority of users at the overwhelming majority of sites in order for the desired educational outcomes to be achieved.

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.

4.1 General Deployment Failure

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.

4.2 Substantial Non-Delivery

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 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.

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4.3 Service Performance

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.

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.

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.

6 PROVIDER PERSONNEL

The State believes that the Provider must commit dedicated, highly skilled personnel to the State to perform the contracted services.

The State shall retain the right to reject any of the Provider's and/or Subcontractor's assigned employees whose qualifications, in the State's judgment, do not meet the standards established by the State as necessary for the performance of the services. In considering the Provider's employee's qualifications, the State will act reasonably and in good faith.

During the course of the Agreement, the State reserves the right to require the Provider to reassign or otherwise remove from the project any Provider or Subcontractor employees found unacceptable by the State. The Provider, at the request of the Department, will remove a particular individual from the project team provided the Department's reasons for the request are provided in good faith, are based on legitimate business reasons and are not discriminatory.

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7 CHANGES IN SCOPE AND AGREEMENT AMENDMENTS

The State may, at any time by written order, make changes within the general scope of the resulting Agreement. No changes in scope are to be conducted except at the approval of the State. Moreover, no modification or change of any provisions of the Agreement shall be made, or be construed to be made, unless such modification is mutually agreed to in writing by the Provider and the State. The Agreement modification will be incorporated as a written amendment to the Agreement.

This section establishes the only procedures by which the Provider may obtain any compensation or reimbursement in excess of the amounts specifically provided for elsewhere in the Agreement for any services rendered or property delivered or expense incurred in the performance of the Agreement. The State and the Provider agree that the provisions of this Subsection 7 shall apply if the parties are unable to reach mutual agreement regarding Changes in Scope.

- 7.1. From time to time, the Department may request modifications to the project not required by any provision of the Agreement. The Department shall make any such request in writing signed by the Project Manager and plainly labeled or titled a "Change Order." The Change Order shall specify whether the requested change is to be implemented on a certain date, or placed into effect only after approval of the Provider's price proposal as described in Section 7.2 below.
- 7.2. The Provider shall promptly, and in no event more than fourteen (14) days after receipt of such Change Order, furnish to the Project Manager a written statement whether the change has a price or schedule impact. If there is a price or schedule impact, the statement shall include a description of the estimated price increase or decrease involved in implementing the change and any impact on the schedule. Any statement of price increase shall be accompanied by substantiation sufficient to show that the estimated increase meets all of the following criteria:
 - 7.2.1. The charge for Provider staff is based solely upon the categories and rate identified in the proposal; and
 - 7.2.2. Allowance was made for any increase or decrease in the cost of the Provider's performance of the remainder of the Agreement, as a result of implementing the Change Order.
- 7.3. The parties shall then negotiate and attempt in good faith to agree upon a plan and schedule for implementation of the Change Order, and the time, manner, and amount of payment or price increase or decrease or change to schedule consistent with the criteria in Section 7.2 above.
- 7.4. 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

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other consideration for implementing a Change Order for which the Project Manager has not made a determination of the revised price or schedule.

- 7.5. 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.
- 7.6. If the Provider considers that an Event constitutes a Change Order, but is not plainly identified, labeled, or titled as such, the Provider shall so advise the Project Manager in writing no later than three (3) workdays from its identification or discovery of such Event and shall request his or her written confirmation thereof. Such notice to the Project Manager shall state:
- 7.6.1. the nature and pertinent circumstances of the communication, act, or omission regarded as a Change Order;
 - 7.6.2. the date of the communication, act, or omission, and the identification of each individual involved in such communication, act, or omission, listing his or her name and function;
 - 7.6.3. the identification of any documents involved;
 - 7.6.4. the substance of any oral communications;
 - 7.6.5. the particular technical requirements or Agreement requirements regarded as changed;
 - 7.6.6. the direct and foreseeable consequential effects of the communication, act, or omission regarded as a Change Order upon the Agreement price, manner, and sequence of performance, and delivery of supplies or services, identifying which supplies or services are or will be affected; and
 - 7.6.7. the Provider's best estimate as to the extent to which each such price and performance schedule element of the Agreement should be adjusted.

The Project Manager shall respond within ten (10) days of receipt of the Provider's notice as required above, either:

- 7.6.8. to countermand the action or communication regarded as an Event;
- 7.6.9. to deny that the Event constitutes a Change Order under this Section 7;
- 7.6.10. to confirm that the Event is a Change Order by issuance of a written change notice designated a Change Order; or
- 7.6.11. if the information in the Provider's notice is inadequate to permit a decision to be made, advise the Provider as to what additional information is required and establish the date by which said information should be furnished.

If the Provider complies with any order, direction, interpretation or determination, written or oral, from someone other than the Project Manager without providing the notice in the

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manner and within the time specified in Section 7.6, the Department shall not be liable for any increased price, delay in performance or Agreement non-conformance by the Provider.

- 7.7. If the Project Manager denies that the Event constitutes a basis for an adjustment in price or performance schedule, the Project Manager shall issue a final decision to this effect within a reasonable period of time.
- 7.8. Except as herein provided, no order, statement, or conduct of the Project Manager, the Department or any agent or representative thereof, shall be treated as a Change Order under this Section 7 or entitle the Provider to an equitable adjustment hereunder.
- 7.9. Any claim by the Provider for adjustment under this Section 7 must be asserted within thirty (30) days from the date of receipt by the Provider of a written Change Order under Section 7.1, a written instruction under Section 7.4 or the Provider's furnishing of a written notice or the Project Manager's acknowledgment of a Change Order under Section 7.6; provided, however, that the Project Manager, if he or she in his or her sole discretion decides the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment under the Agreement.
- 7.10. For the purpose of issuing Change Orders under this Agreement, the term "Project Manager" shall not include any representative of the Project Manager whether or not such representative is acting within the scope of his authority except only in those instances where the Project Manager has notified the Provider in writing, citing the authority of this Section 7.10, that a specified individual has the authority to issue Change Orders, including a description of the exact scope and duration of the individual's authority.
- 7.11. In no event shall the correction of any Deliverable to obtain its approval, nor any services required to satisfy conditions on certification, nor performance of any other work required under the Agreement be deemed a modification permitting or requiring treatment as a Change Order.
- 7.12. All work for which the Provider is entitled to any compensation for Provider staff in accordance with the provisions of this Section 7 shall be compensated solely according to the rates set forth in the Provider's proposal.

8 DISPUTE RESOLUTION

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.

9 CONFIDENTIALITY OF INFORMATION

All materials and information provided to the Provider by the State or acquired by the Provider on behalf of the State whether verbal, written, magnetic tape, cards or otherwise shall be regarded as confidential information in accordance with the provisions of federal and State law and ethical standards, and all necessary steps shall be taken by the Provider to safeguard the confi-

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dentiality of such material or information in conformance with federal and State law and ethical standards.

10 PRIME PROVIDER RESPONSIBILITY

The Provider is solely responsible for the fulfillment of the Agreement with the State.

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.

10.1 Sub-Agreements

Unless provided for in the Agreement, no Agreement shall be made by the Provider with any other party for furnishing any of the work or services herein contracted for without the consent, guidance, and approval of the State. Any sub-agreement hereunder entered into, subsequent to the execution of the Agreement with the Provider, must be approved by the State. This provision will not be taken as requiring the approval of Agreements of employment between the Provider and personnel assigned for services thereunder.

All references in the RFP to the Provider should be construed to encompass both the Provider and the Subcontractor(s).

All sub-agreements must contain the following requirements:

- all sub-agreements shall be in writing and shall contain provisions which are consistent with the provisions of this Agreement, except as permitted in writing by the Agreement Administrator; and
- all sub-agreements must be signed and delivered to the Agreement Administrator within five working days following the Agreement award date.

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.

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11 WAIVER

The Agreement resulting from this RFP may be modified only by written amendment executed by all parties hereto, and approved by the appropriate State officials and federal agencies, with the exception of terms outlined in Subsection 7.

12 WARRANTY

The Provider will be responsible for a warranty period as defined in RFP Section 3.8.2. The Provider will be required to expressly warrant services and/or deliverables as being correct and compliant with the terms of this Agreement. Any work performed under this Agreement during the warranty period will be done at no additional cost to the State.

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.

13 INSURANCE

On or before beginning performance under the Agreement, the Provider shall procure and maintain, from an insurance company duly authorized to do business in Maine, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Provider, its agents, representatives, employees or subcontractors, as follows.

13.1 Minimum Insurance

While it is the Provider's responsibility to determine and acquire the appropriate maximum levels of insurance necessary, the Provider shall obtain, pay for, and keep in force for the duration of the agreement the following minimum insurance and shall furnish a certificate or certificates evidencing that such insurance is in effect:

- Disability, workman's compensation, and unemployment compensation in accordance with the statutory requirements of the State of Maine;
- 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";
- Commercial General Liability; ISO Broad Form, occurrence basis, including contractual liability, fire legal liability, and products and completed operations coverage.

13.2 Other Insurance Provisions

Unless this requirement is waived by the State, the policies are to contain, or be endorsed to contain, the following provisions:

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- 13.2.1. The State, its officers, agents, and employees are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Provider, including the insured's general supervision of the Provider; and automobiles owned, leased, hired, or borrowed by the Provider. The coverage shall contain no special limitations on the scope of protection afforded to the State, its officers, agents and employees. All certificates of insurance must name State of Maine as additional insureds.
- 13.2.2. The Provider's insurance coverage shall be primary insurance as respects the State, its officers, agents, and employees. Any insurance or self- insurance maintained by the State for its officers, agents, and employees shall be excess of the Provider's insurance and shall not contribute with it.
- 13.2.3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the State, its offices, agents and employees.
- 13.2.4. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

13.3 Certificates

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.

In the event of cancellation of any insurance coverage, the Provider shall immediately notify the State of such cancellation. The Provider will be required to obtain suitable replacement coverage within 14 days of the cancellation. The State, at its option, may impose a stop work order on the Provider until such replacement coverage is secured and approved by the State. If a stop work order is imposed, the State shall not be liable for any costs or lost profits incurred by the Provider.

13.4 Notice of Change

The Provider shall provide the State with written notice at least ten days prior to any change in the insurance coverages obtained to comply with this subsection. This includes, but is not limited to, any written notice as provided by the insurer of any amendment, renewal, or cancellation of the relevant policies.

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.

14 PAYMENT

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,

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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 work-days after receipt of invoice.

14.1 Invoices

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.

14.2 Method of Charging

The charges described in the Agreement are the only charges now or hereafter to be levied by the Provider for the services to be performed by it. There are no other charges to be made by the Provider to the State, unless they are performed in accordance with the provisions of Subsection 7 Changes in Scope.

The Provider shall maintain documentation for all charges against the State under this Agreement. The books, records and documents of the Provider, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of three full years from the date of the final payment, and shall be subject to audit at any reasonable time and upon reasonable notice, by the State, or any appropriate federal agency, or their duly appointed representatives. The records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP).

15 PROHIBITION AGAINST ADVANCE PAYMENTS

No compensation or payments of any nature will be made in advance of services actually performed.

16 INSPECTION AND APPROVAL

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.

The State of Maine or its authorized representatives shall at all reasonable times have the right to enter the premises or such other places where duties under this Agreement are being performed, to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be performed in such a manner that will not unreasonably delay work.

17 CONFLICT OF INTEREST

No official or employee of the State and no other public official of the State of Maine or the federal government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the requested services shall, prior to the completion of the term of this Agreement, voluntarily acquire any personal interest, direct or indirect, in the resulting Agreement or proposed Agreement.

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The Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Provider further covenants that in the performance of this Agreement, no person having any such known interests shall be employed.

18 STATE PROPERTY

The Provider shall be responsible for the proper custody and care of any State owned property furnished for Provider's use in connection with the performance of the Agreement, and the Provider will reimburse the State for its loss or damage, normal wear and tear excepted.

19 COPYRIGHT OF DATA

The Provider may not publish or copyright any data without prior approval, unless otherwise stated herein. The State and the federal government shall have the right to publish, duplicate, use and disclose all such data in any manner, and for any purpose whatsoever, and may authorize others to do so.

“Data” shall mean all results, technical information and materials developed and/or obtained in the performance of the services hereunder, including but not limited to, all reports, surveys, plans, charts, recordings (video and/or sound), pictures, drawings, analyses, source and object code, graphic representations, computer programs and printouts, notes and memoranda, and documents whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder.

20 POLICY DETERMINATIONS

The State shall determine all program policy for the Department. In the event that the Provider may request in writing that the State issue policy determinations or operating guidelines required for proper performance of the Agreement, the State shall do so in writing in a timely manner, and the Provider shall be entitled to rely upon and act in accordance with such policy determinations and operating guidelines, and shall incur no liability in doing so unless the Provider acts negligently, maliciously, fraudulently, or in bad faith.

21 AUDIT LIABILITIES

In addition to, and not in any way in limitation of the obligation of the Agreement, it is understood and agreed by the Provider that the Provider shall be held liable for any State or federal audit exceptions arising from the fault or negligence of the Provider, provided that the Provider is given the opportunity to cure the cause of the exceptions. If such exceptions are not cured pursuant to the terms of the Agreement, the Provider shall return to the State all payments made under the Agreement to which exception has been taken or which has been disallowed because of such an exception.

22 PRICE PROTECTION

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 provid-

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ing 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.

23 SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the Terms and Conditions of this Agreement are declared severable.

24 COVER

If, in the reasonable judgment of the State, a default by the Provider does not warrant termination, reasonable efforts to induce the Provider to cure the default are unavailing, and the default is capable of being cured by the State or by another Provider without unduly interfering with continued performance by the Provider, the State may provide or procure the services reasonably necessary to cure the default, in which event the Provider shall reimburse the State for the reasonable cost of those services.

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[Any Rider A Attachments would be attached here.]

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State of Maine Agreement to Purchase Services
Rider B — Payment and Other Provisions
RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$ _____

2. **INVOICES AND PAYMENTS** 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.

3. **BENEFITS AND DEDUCTIONS** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name: _____
Title: _____
Address: _____

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who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

7. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

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c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time

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this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested.

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.

16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

17. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

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 at-

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torney'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.

19. **LIMITATION OF LIABILITY** Circumstances may arise where, because of a default on Provider's part or other liability, the Department is entitled to recover damages from Provider. In each such instance, regardless of the basis on which the department is entitled to claim damages from Provider (including breach, negligence, misrepresentation, or other contract or tort claim), Provider is liable for no more than:

1. damages for violation or infringement of any copyright or trademark;
2. damages for bodily injury (including death) to persons and damages for physical injury to tangible personal property or real property; and
3. the amount of any other actual direct damages up to the greater of \$500,000 or three times the value of the Product or Service that is the subject of the claim, up to a maximum of \$25,000,000. For example, if the Product or Service that is the subject of the claim was valued at \$15,000,000, the Provider would be liable for no more than \$25,000,000. For purposes of this subsection, the term "Product" includes Materials, Machine Code and LIC.

This limit also applies to any of Provider's subcontractors and program developers. It is the maximum for which Provider and its subcontractors and program developers are collectively responsible.

Items for which Provider is Not Liable:

Under no circumstances is Provider, its subcontractors, or program developers liable for any of the following, even if informed of their possibility:

1. loss of, or damage to, data;
2. special, incidental, or indirect damages or for any economic consequential damages; or
3. lost profits, business, revenue, goodwill, or anticipated savings.

20. **NOTICE OF CLAIMS** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

21. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

22. **LIABILITY INSURANCE** 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 in-

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cludes 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.

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.

24. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

25. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

26. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

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.

28. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement

Appendix A
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that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

Appendix A
State of Maine Agreement to Purchase Services
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Appendix B
Firm's Experience with Similar Projects

Instructions: *Provide the following information to describe your firm's experience with similar projects – one form for each project. The information your firm provides will be used to evaluate your firm's experience with projects similar to the work described in the RFP. The Evaluation Team will also use the references your firm provides to verify the work. The Evaluation Team reserves the right to contact individuals that are not listed as references by your firm.*

Firm Name _____

Name of Client: _____

Address: _____

Client Contact References:* _____ Phone Number: _____

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

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

2. Approximate Number of Wireless Access Points Installed: _____

3. Approximate Number of Buildings, Rooms, Square Footage Involved in the Project: _____

4. Approximate Dates of Engagement: From _____ To _____

5. Describe Purpose and Objectives of Work.

6. Describe Nature of Work Performed.

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

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

* References should include teachers (three), school technical coordinators (three), school administrators (three), or similar personnel if these are not school-based projects.

Appendix C
Staff Experience with Similar Projects

Instructions: *Provide the following information to describe each senior staff member's experience with a similar project(s) – one form for each project. The information your firm provides will be used to evaluate your staff's experience with projects similar to the work described in this RFP. The Evaluation Team will also use the references your firm provides to verify the work.*

Employee Name _____ Employee Position _____

Firm Name _____

Name of Client: _____

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

1. Approximate number of users on the client's system: _____
2. Approximate dates of engagement: From _____ To _____
3. Describe the purpose and objectives of work.
4. Describe the nature of work performed.
5. Describe the employees' role relative to this client's project.
6. Describe the employees' role relative to this RFP.

Current Supervisor's Name: _____ Phone Number: _____

Project Supervisor's Name*: _____ Phone Number: _____

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

Appendix D Specification Summary Worksheet

Instructions: Complete this worksheet for each type of technology solution proposed. Fill in each blank with the requested information. You must attach additional pages to provide complete information where required. This bid does not require that all these fields be accounted for, but if a bidder is providing an option that fits one of these categories, these fields must be completed. Please specify which items are optional, if any. If additional items (fields) need to be added to this list of products and services to best reflect your proposed solution, please make note of this and add any necessary data.

Network Connectivity

Wireless Type _____	Speed _____
Wired Type _____	Speed _____
Modem Type _____	Speed _____

Portable Device(s)

Manufacturer _____	Processor Speed _____ Ghz
Chip Manufacturer _____	Chip Type _____

Random Access Memory

Chip Type _____	Capacity _____ MB
-----------------	-------------------

<u>Data</u>	<u>Type</u>	<u>Capacity</u>	<u>Speed</u>
--------------------	--------------------	------------------------	---------------------

Mass Storage	_____	_____	_____
Optical Drive	_____	_____	_____
Removeable Media	_____	_____	_____

Audio Subsystem

Chipset Manufacturer _____	Model _____
Audio in Type(s) _____	_____
Audio out Type(s) _____	_____

Video Subsystem

Chipset Manufacturer _____	Model _____
VRAM Capacity _____	Ext. Output type _____

Monitor Display

Display Size _____	Characteristics _____
Resolution _____	_____

Input

Keyboard Type _____	Size _____
Pointing Device Type (check all that apply)	
Touch Pad _____	
Roller Ball _____	
Acutrack _____	
External Mouse _____	
Other _____	Explain _____

Appendix D
Specification Summary Worksheet

Battery

Type _____ Duration _____
Method of Charging _____ Spare battery(y/n) _____

PowerSupply/Batttery Charger

Integrated (y/n) _____ Separate (y/n) _____

Alternate Power Source

Dimensions

Weight – Device only _____ Size _____

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

Accessories

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.

Please describe other Portable Device specifications

Appendix D Specification Summary Worksheet

Wireless Local Area Network (WLAN)

Manufacturer _____

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

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			

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.

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

Please describe other WLAN specifications

Appendix D
Specification Summary Worksheet

Appendix D
Specification Summary Worksheet

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	_____	Storage Capacity	_____
Processor Speed	_____	Chip Type	_____
Chip Manufacturer	_____		

Fully describe backup capabilities by type and capacity

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

Fully describe all security features on the server

Modem Speed and Type (if so equipped) _____

	<u>Type</u>	<u>Capacity</u>	<u>Speed</u>
Optical Drive	_____	_____	_____
Removeable Media	_____	_____	_____

Fully describe the multitasking capabilities of your server.

Appendix D
Specification Summary Worksheet

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

Per student _____ Per teacher _____

Please describe other server specifications:

Appendix D
Specification Summary Worksheet

Software

Identify and fully describe the applications associated with your system:

LAN Software _____

Writing _____

Data analysis _____

Presentation _____

Publishing _____

Multimedia Creation _____

Multimedia Viewing _____

Information management _____

Research _____

Anti-Virus _____

Internet Browser _____

Curriculum Development _____

Other software _____

Other educational software installed in solution

Appendix E

Maine School and Library Network Overview

The Maine School and Library Network (MSLN) was developed as the result of a rate case settlement from Maine's Public Utilities Commission (PUC) in May 1995. The PUC's objective for this Network was to provide Internet access and e-mail capacity to each Maine school building and public library - and in doing so to expand public access to electronic sources of information and communication throughout Maine. The MSLN was funded by NYNEX (now Verizon) ratepayer money between 1995 to June 30, 2001. Starting July 1, 2001, the Network is being funded by the Maine Telecommunications Access Fund established by the Maine State Legislature in its first regular session in 1999. See MRSA (Chapter 409 – L.D. 2164 “An Act to Enhance Access to Technology for Maine Schools and Libraries.”) Each telecommunications provider offering telecommunications services in Maine contributes to this fund. The amount collected is to be no more than 0.7% of retail charges for telecommunications services.

All participating school and library sites in the State use 56Kbps, T-1, T-3 (ATM), or DSL connectivity to the Internet via MSLN. The Internet Service Provider for the MSLN is the University of Maine System Network for Education and Technology Services (UNET). Verizon provides connectivity. The current contracts between the Maine Department of Education and the Maine State Library with UNET and Verizon cover from July 1, 2005 to June 30, 2006.

Basic Data for MSLN (K-12 schools)

- 712 K12 sites
 - 439 T1 FRS
 - 48 56Kb FRS
 - 88 T3 ATM
 - 7 DSL (1.5 Mb or greater)
 - 130 Shared (in some districts, multiple schools share a T3 ATM circuit)
- 248 Public Libraries
 - 73 T1 FRS
 - 156 56Kb FRS
 - 1 T3 ATM
 - 18 DSL (1.5 Mb or better except one 384Kb)

MSLN ISP Service from UNET

Components of this Internet Service are: routing of traffic to/from the Internet; central networks services including DHCP, DNS, e-mail, web, and Netnews, and technical support services for connected sites. Schools and libraries connect to the core of the MSLN via 3 Frame Relay DS-3's and one ATM OC-3 split across two of UNET's network operation center's located in Orono and Portland. UNET supports version 4 of the Internet Mail Access Protocol (IMAP4) as well as version 3 of Post Office Protocol (POP3) and provides Web-based e-mail clients. A staffed Technical Support Center is available through a toll-free number to resolve connectivity problems at a minimum of 15 hours per day Monday through Friday. On-site support is provided at schools and libraries as needed (with on-site support visits not to exceed 5% of the total number of sites per year).

Appendix E

Maine School and Library Network Overview

Increased Bandwidth

56K FR connected sites whose use peaks over 40 kilobits per second for fifteen minutes on three days a month or peaks over 40kbps for fifteen minutes at least six times a month will be upgraded to T-1 or DSL upon request. If sites do not meet the above requirement, they can meet the high speed circuit requirements by: (1) demonstrating that they have planned and budgeted increases in connection of computers to their MSLN circuit that will cause them to consistently exceed the 56Kbps speed or, (2) demonstrating that they have planned significant increases in the use of the Internet to enhance their curriculum if they are a school.

Verizon

Verizon provides up to 204 56Kbps frame relay service (FRS) connections, 512 T-1 FRS connections, 89 T3 ATM connections, and 25 DSL connections to participating schools and libraries to connect to the Internet. A contract exists between the Department of Administrative and Financial Services and Verizon for ATM connectivity.

For further information:

<http://www.msln.net/>

<http://www.maine.gov/mpuc/industries/programs/msln/>

Verizon – Greg Desjardin 207-878-4292

UNET – Jeff Letourneau 207-561-3507

Appendix F School Site Data By Municipality and By Enrollment

Schools by Municipality							
Town Name	School Name	Grade 7 Total Students	Grade 8 Total Students	Total Grades 7-8 Students	Surveys Received	*Total 7th and 8th Grade Teachers	**Total 7th and 8th Grade Classrooms
Acton	Acton Elementary School	34	29	63	Y	10	8
Addison	Daniel W Merritt School	16	13	29	N	3	2
Alexander	Alexander Elementary	7	4	11	N	3	2
Anson	Carrabec Community School	65	78	143	N	17	8
Appleton	Appleton Village School	21	14	35	Y	6	5
Arundel	Mildred L Day School	48	37	85	N	0	0
Ashland	Ashland Community High School	24	21	45	Y	7	3
Athens	Athens Elementary School	11	14	25	N	6	3
Auburn	RETC/SOS	0	1	1	N	2	1
Auburn	Merrill Hill Alternative School	0	2	2	N	2	1
Auburn	Auburn Middle School	249	275	524	N	59	51
Augusta	Ella R Hodgkins School	193	188	381	Y	33	39
Aurora	Airline Community School	5	3	8	Y	4	5
Baileyville	Woodland Jr-Sr High School	61	37	98	Y	13	15
Bangor	James F. Doughty School	126	140	266	Y	40	63
Bangor	William S Cohen School	135	154	289	Y	30	33
Bar Harbor	Connors-Emerson School	42	52	94	N	11	8
Bath	Bath Middle School	154	107	261	Y	35	28
Beals	Beals Elementary School	9	6	15	Y	2	4
Belfast	Troy A Howard Middle School	162	160	322	Y	36	34
Berwick	Noble Middle School	226	262	488	N	42	35
Bethel	Telstar Middle School	91	97	188	N	14	12
Biddeford	Biddeford Middle School	212	204	416	Y	53	50
Bingham	Upper Kennebec Valley Jr-Sr HS	25	26	51	N	8	4
Blue Hill	Blue Hill Consolidated School	28	27	55	Y	14	14
Boothbay Harbor	Boothbay Region Elem School	50	42	92	Y	26	20
Brewer	Brewer Middle School	106	90	196	Y	20	21
Bristol	Bristol Consolidated School	26	30	56	Y	14	12
Brooklin	Brooklin School	4	10	14	Y	8	3
Brooksville	Brooksville Elementary School	4	18	22	Y	5	11
Brunswick	Brunswick Jr High School	232	253	485	N	40	25
Buckfield	Buckfield Jr-Sr High School	44	34	78	N	9	8
Bucksport	Bucksport Middle School	87	73	160	Y	20	17
Buxton	Bonny Eagle Middle School	301	335	636	N	51	55
Calais	Calais High School	43	50	93	Y	8	8
Camden	Camden-Rockport Middle School	110	103	213	Y	35	37
Cape Elizabeth	Cape Elizabeth Middle School	130	157	287	N	30	20
Caribou	Caribou Learning Center	2	0	2	N	0	0
Caribou	Caribou Middle School	104	115	219	Y	20	17
Carmel	Caravel Middle School	69	57	126	Y	13	14
Castine	Adams School	7	6	13	Y	7	5
Caswell	Dawn F Barnes Elementary Sch	7	2	9	Y	2	1
Charleston	Mountain View Youth Dev Ctr	0	0	0	Y	2	2
Charlotte	Charlotte Elementary School	4	1	5	Y	2	1

Appendix F School Site Data By Municipality and By Enrollment

Chelsea	Chelsea Elementary School	32	26	58	Y	14	12
Cherryfield	Cherryfield Elementary	12	12	24	Y	8	3
China	China Middle School	60	84	144	Y	23	22
Columbia Falls	Columbia Falls Elementary	7	12	19	Y	13	10
Corinth	Central Middle School	96	82	178	N	14	10
Cranberry Isles	Islesford Elementary School	1	3	4	N	2	2
Cumberland	Greely Middle School	169	165	334	Y	55	55
Cutler	Bay Ridge Elementary	4	7	11	Y	3	1
Damariscotta	Great Salt Bay Community School	47	60	107	Y	7	7
Danforth	East Grand School	18	8	26	N	5	2
Dedham	Dedham School	21	17	38	Y	8	9
Deer Isle	Deer Isle-Stonington Elementary School	36	42	78	Y	11	11
Dexter	Dexter Middle School	66	64	130	Y	16	14
Dixfield	Dirigo Middle School	52	59	111	Y	20	21
Dover-Foxcroft	Se Do Mo Cha Middle School	83	96	179	Y	17	11
Durham	Durham Elementary School	42	41	83	Y	7	8
Dyer Brook	So Aroostook CSD School	37	29	66	Y	7	6
Eagle Lake	Eagle Lake Elem/Jr High School	9	11	20	Y	10	5
East Machias	Elm Street School	15	24	39	Y	10	8
Eastbrook	Cave Hill School	6	8	14	Y	9	7
Easton	Easton Junior-Senior High Sch	23	16	39	N	7	8
Eastport	Eastport Elementary School	18	11	29	N	3	2
Edmunds Twp	Edmunds Consolidated School	4	9	13	Y	4	3
Eliot	Marshwood Jr High School	190	192	382	Y	32	37
Ellsworth	Ellsworth Middle School	90	91	181	Y	19	19
Etna	Etna-Dixmont Elementary School	22	18	40	N	5	4
Eustis	Stratton Elementary School	18	16	34	Y	11	9
Fairfield	Lawrence Jr High School	235	220	455	N	39	25
Falmouth	Governor Baxter School for the Deaf	2	3	5	Y	6	4
Falmouth	Falmouth Middle School	197	163	360	Y	32	27
Farmingdale	Hall-Dale Middle School	75	104	179	Y	23	19
Farmington	Mt Blue Middle School	178	214	392	Y	40	41
Fort Fairfield	Fort Fairfield Middle/High School	51	44	95	Y	12	12
Fort Kent	Fort Kent Elementary School	64	69	133	Y	17	15
Freeport	Freeport Middle School	89	98	187	N	24	12
Frenchboro	Frenchboro Elementary School	0	0	0	N	1	1
Fryeburg	Molly Ockett Middle School	102	132	234	Y	16	10
Gardiner	Gardiner Regional Middle School	209	168	377	N	35	39
Glenburn	Glenburn Elementary School	50	47	97	Y	12	13
Gorham	Gorham Middle School	204	218	422	N	38	18
Gray	Gray-New Gloucester Middle School	158	145	303	Y	32	33
Greenbush	Helen S Dunn Elementary School	15	23	38	N	5	2
Greenville	Greenville Middle/High School	17	2	19	Y	14	17
Guilford	Piscataquis Community Middle Sch	62	65	127	Y	23	25
Hampden	Reeds Brook Middle School	112	119	231	Y	24	18
Hancock	Hancock Grammar School	16	29	45	Y	15	17
Harmony	Harmony Elementary	10	6	16	Y	8	6
Harrington	Harrington Elementary School	13	13	26	Y	6	3
Hartland	Somerset Valley Middle School	68	60	128	N	16	28
Hermon	Hermon Middle School	80	65	145	Y	20	8
Hiram	Sacopee Valley Jr-Sr High Sch	0	0	0	N	7	6

Appendix F School Site Data By Municipality and By Enrollment

Hiram	South Hiram Elementary School	108	111	219	Y	12	9
Hodgdon	SAD 70 Elementary School	34	47	81	N	9	6
Holden	Holbrook School	60	72	132	Y	16	12
Hope	Hope Elementary School	16	23	39	N	4	2
Houlton	Houlton Junior High School	206	104	310	N	16	12
Howland	Hichborn Middle School	49	55	104	Y	16	22
Indian Island	Indian Island School	15	11	26	Y	3	6
Indian Township	Indian Township School	18	21	39	N	4	2
Isle au Haut	Isle au Haut Rural School	1	5	6	Y	1	1
Islesboro	Islesboro Central School	6	9	15	N	6	5
Jackman	Forest Hills Consolidated School	9	17	26	Y	10	14
Jay	Jay Middle School	73	76	149	Y	19	17
Jefferson	Jefferson Village School	34	27	61	N	5	4
Jonesboro	Jonesboro Elementary School	9	7	16	Y	3	3
Jonesport	Jonesport Elementary School	12	18	30	Y	10	8
Kennebunk	Middle School of the Kennebunks	192	207	399	Y	41	40
Kingfield	Kingfield Elementary School	22	31	53	Y	11	6
Kittery	Shapleigh Middle School	71	103	174	Y	24	25
Lamoine	Lamoine Consolidated School	18	24	42	Y	15	14
Lee	Mt Jefferson Jr High School	31	30	61	Y	11	9
Lewiston	Lewiston Middle School	343	364	707	Y	62	77
Limestone	Limestone Community School	22	20	42	N	5	6
Lincoln	Mattanawcook Jr High School	90	102	192	Y	21	35
Lincolnton	Lincolnton Central School	25	22	47	Y	9	12
Lisbon	Philip W Sugg Middle School	110	123	233	Y	25	19
Litchfield	Carrie Ricker Middle School	49	51	100	Y	13	12
Livermore Falls	Livermore Falls Middle School	83	104	187	Y	16	14
Lubec	Lubec Consolidated School	9	16	25	N	5	4
Machias	Rose M Gaffney School	36	29	65	Y	11	10
Machiasport	Fort O'Brien School	7	8	15	Y	7	4
Madawaska	Madawaska Middle/High School	64	50	114	N	8	24
Madison	Madison Junior High School	55	67	122	Y	18	18
Mars Hill	Central Aroostook Jr-Sr H S	40	29	69	Y	11	13
Matinicus Isle Pt	Matinicus Elementary School	1	0	1	Y	1	1
Mechanic Falls	Elm Street School	44	35	79	Y	15	16
Medway	Medway Middle School	45	46	91	Y	15	12
Mexico	Mountain Valley Middle School	126	152	278	Y	27	27
Milbridge	Milbridge Elementary School	9	9	18	N	2	2
Milford	Dr Lewis S Libby School	32	48	80	Y	8	9
Millinocket	Millinocket Middle School	56	63	119	Y	12	15
Milo	Penquis Valley High School	53	76	129	Y	21	21
Minot	Minot Consolidated School	33	40	73	N	9	4
Monhegan Pt.	Monhegan Island School	0	2	2	N	0	1
Monmouth	Monmouth Middle School	52	66	118	Y	18	16
Mount Desert	Mt Desert Elementary School	19	18	37	Y	13	15
Naples	Lake Region Middle School	79	157	236	Y	39	32
New Sweden	New Sweden Consolidated School	6	2	8	Y	4	6
Newport	Sebasticook Valley Middle School	86	79	165	N	19	28
Nobleboro	Nobleboro Central School	18	30	48	N	5	3
North Haven	North Haven Community School	3	8	11	Y	9	3
Oakland	Messalonskee Middle School	189	185	374	Y	42	41

Appendix F School Site Data By Municipality and By Enrollment

Old Orchard Bch	Loranger Middle School	84	73	157	Y	27	30
Old Town	Old Town Regional Special Ed Prog	3	1	4	N	1	1
Old Town	Leonard Middle School	109	120	229	Y	30	28
Orland	Orland Consolidated School	27	25	52	Y	6	6
Orono	Orono Middle School	44	53	97	Y	19	19
Orrington	Center Drive School	46	44	90	Y	10	10
Otis	Beech Hill School	13	13	26	Y	4	2
Palermo	Palermo Consolidated School	18	12	30	Y	9	7
Paris	Oxford Hills Middle School	275	280	555	Y	49	44
Pembroke	Pembroke Elementary School	17	12	29	Y	9	5
Penobscot	Penobscot Elementary School	7	5	12	Y	6	4
Perry	Perry Elementary School	19	13	32	Y	5	24
Phillips	Phillips Elementary School	20	24	44	Y	8	45
Pittsfield	Warsaw Middle School	87	89	176	Y	35	40
Pleasant Point	Beatrice Rafferty School	11	16	27	Y	6	12
Poland	Bruce M Whittier Middle School	53	67	120	Y	19	15
Portland	West School	1	7	8	Y	5	3
Portland	King Middle School	126	155	281	Y	46	31
Portland	Lincoln Middle School	162	203	365	Y	42	44
Portland	Lyman Moore Middle School	210	188	398	Y	49	51
Pownal	Pownal Elementary School	12	16	28	N	3	1
Presque Isle	Presque Isle Middle School	155	155	310	Y	30	30
Princeton	Princeton Elementary School	20	21	41	Y	8	2
Rangeley	Rangeley Lakes Regional School	14	20	34	Y	9	8
Raymond	Jordan-Small Middle School	71	64	135	Y	15	15
Readfield	Maranacook Community Middle Sch	116	111	227	N	33	30
Reed Plt	Wytopitlock Elementary School	0	0	0	N	1	1
Richmond	Richmond Middle School	48	46	94	Y	9	11
Robbinston	Robbinston Grade School	6	13	19	N	2	2
Rockland	Rockland District Middle School	108	112	220	N	24	12
Sabattus	Sabattus Central School	53	65	118	Y	19	18
Saco	Saco Transition Program	0	0	0	N	0	0
Saco	Saco Middle School	245	279	524	Y	46	45
Saint Agatha	Wisdom Middle High School	25	33	58	Y	9	4
Saint Francis	St Francis Elementary School	1	9	10	Y	9	5
Saint George	St George School	17	32	49	Y	12	10
Sanford	Sanford Jr High School	227	310	537	Y	55	58
Scarborough	Scarborough Middle School	266	266	532	Y	68	77
Searsport	Searsport District Middle School	65	61	126	N	13	12
Sedgwick	Sedgwick Elementary School	8	9	17	Y	2	2
Skowhegan	Skowhegan Area Middle School	211	223	434	Y	42	56
Somerville	Somerville Elementary School	7	4	11	Y	5	4
South Bristol	South Bristol Elementary School	6	11	17	Y	10	3
South Portland	Arthur R. Gould Sch--LCYDC	0	0	0	Y	3	8
South Portland	Mahoney Middle School	100	125	225	Y	21	26
South Portland	Memorial Middle School	128	106	234	N	25	12
Southwest Hbr	Pemetic Elementary School	21	30	51	Y	12	9
Stacyville	Katahdin Middle/High School	30	38	68	Y	6	9
Steuben	Ella Lewis School	20	18	38	N	3	3
Strong	Strong Elementary School	16	19	35	Y	10	11
Sullivan	Mountain View School	38	32	70	Y	13	7

Appendix F
School Site Data By Municipality and By Enrollment

Surry	Surry Elementary School	11	14	25	Y	10	8
Swans Island	Swans Island Elementary School	5	4	9	N	4	2
Thomaston	Thomaston Grammar School	52	41	93	N	13	6
Thorndike	Mt View Jr High School	120	131	251	Y	23	22
Topsfield	East Range II CSD School	4	7	11	Y	2	1
Topsham	Mt Ararat Middle School	249	228	477	Y	62	104
Tremont	Tremont Consolidated School	11	14	25	Y	4	3
Trenton	Trenton Elementary School	11	10	21	Y	10	6
Turner	Tripp Middle School	168	168	336	Y	33	38
Union	Union Elem & Gaul Middle Schs	91	78	169	N	14	17
Van Buren	Van Buren District Secondary Sch	33	35	68	N	7	4
Vanceboro	Vanceboro Elementary School	3	1	4	N	1	1
Vassalboro	Vassalboro Community School	51	56	107	Y	15	15
Veazie	Veazie Community School	21	25	46	Y	12	15
Vinalhaven	Vinalhaven School	12	11	23	N	6	5
Waldoboro	A D Gray Middle School	68	65	133	N	15	15
Wales	Wales Central School	19	16	35	N	9	9Y
Washburn	Washburn District Elem School	33	32	65	N	5	4
Waterboro	Massabesic Jr High School	303	325	628	N	43	72
Waterville	Waterville Junior High School	126	136	262	Y	34	35
Wells	Wells Junior High School	122	123	245	Y	36	40
Wesley	Wesley Elementary School	2	1	3	N	1	2
Westbrook	Fred C Wescott School	173	211	384	Y	39	40
Whitefield	Whitefield Elementary School	30	27	57	Y	9	8
Whiting	Whiting Village School	4	6	10	Y	2	2
Windham	Windham Real School	0	0	0	Y	4	2
Windham	Windham Middle School	211	198	409	N	39	25
Windsor	Windsor Elementary School	39	44	83	Y	5	9
Winslow	Winslow Junior High School	90	98	188	Y	27	29
Winter Harbor	Peninsula CSD School	15	22	37	N	7	2
Winterport	Samuel L Wagner Middle School	59	48	107	Y	17	15
Winthrop	Winthrop Middle School	53	70	123	Y	20	19
Wiscasset	Wiscasset Middle School	63	66	129	Y	24	15
Woodland	Woodland Consolidated Sch	15	11	26	Y	3	2
Woolwich	Woolwich Central School	30	49	79	Y	10	9
Yarmouth	Frank H Harrison Middle School	94	112	206	Y	29	15
York	York Middle School	165	160	325	Y	28	30
TOTAL		15149	15807	30956		3797	3676

Appendix F
School Site Data By Municipality and By Enrollment

Schools by Enrollment							
<u>Town Name</u>	<u>School Name</u>	<u>Grade 7 Total Students</u>	<u>Grade 8 Total Students</u>	<u>Total Grades 7-8 Students</u>	<u>Surveys Received</u>	<u>*Total 7th and 8th Grade Teachers</u>	<u>**Total 7th and 8th Grade Classrooms</u>
Frenchboro	Frenchboro Elementary School	0	0	0	N	1	1
Hiram	Sacopee Valley Jr-Sr High Sch	0	0	0	N	7	6
Reed Plt	Wytopitlock Elementary School	0	0	0	N	1	1
Saco	Saco Transition Program	0	0	0	N	0	0
Charleston	Mountain View Youth Dev Ctr	0	0	0	Y	2	2
South Portland	Arthur R. Gould Sch--LCYDC	0	0	0	Y	3	8
Windham	Windham Real School	0	0	0	Y	4	2
Auburn	RETC/SOS	0	1	1	N	2	1
Matinicus Isle Pl	Matinicus Elementary School	1	0	1	Y	1	1
Auburn	Merrill Hill Alternative School	0	2	2	N	2	1
Caribou	Caribou Learning Center	2	0	2	N	0	0
Monhegan Plt.	Monhegan Island School	0	2	2	N	0	1
Wesley	Wesley Elementary School	2	1	3	N	1	2
Cranberry Isles	Islesford Elementary School	1	3	4	N	2	2
Old Town	Old Town Regional Special Ed Prog	3	1	4	N	1	1
Vanceboro	Vanceboro Elementary School	3	1	4	N	1	1
Charlotte	Charlotte Elementary School	4	1	5	Y	2	1
Falmouth	Governor Baxter School for the Deaf	2	3	5	Y	6	4
Isle au Haut	Isle au Haut Rural School	1	5	6	Y	1	1
Aurora	Airline Community School	5	3	8	Y	4	5
New Sweden	New Sweden Consolidated School	6	2	8	Y	4	6
Portland	West School	1	7	8	Y	5	3
Swans Island	Swans Island Elementary School	5	4	9	N	4	2
Caswell	Dawn F Barnes Elementary Sch	7	2	9	Y	2	1
Saint Francis	St Francis Elementary School	1	9	10	Y	9	5
Whiting	Whiting Village School	4	6	10	Y	2	2
Alexander	Alexander Elementary	7	4	11	N	3	2
Cutler	Bay Ridge Elementary	4	7	11	Y	3	1
North Haven	North Haven Community School	3	8	11	Y	9	3
Somerville	Somerville Elementary School	7	4	11	Y	5	4
Topsfield	East Range II CSD School	4	7	11	Y	2	1
Penobscot	Penobscot Elementary School	7	5	12	Y	6	4
Castine	Adams School	7	6	13	Y	7	5
Edmunds Twp	Edmunds Consolidated School	4	9	13	Y	4	3
Brooklin	Brooklin School	4	10	14	Y	8	3
Eastbrook	Cave Hill School	6	8	14	Y	9	7
Islesboro	Islesboro Central School	6	9	15	N	6	5
Beals	Beals Elementary School	9	6	15	Y	2	4
Machiasport	Fort O'Brien School	7	8	15	Y	7	4
Harmony	Harmony Elementary	10	6	16	Y	8	6
Jonesboro	Jonesboro Elementary School	9	7	16	Y	3	3
Sedgwick	Sedgwick Elementary School	8	9	17	Y	2	2
South Bristol	South Bristol Elementary School	6	11	17	Y	10	3

Appendix F
School Site Data By Municipality and By Enrollment

Milbridge	Milbridge Elementary School	9	9	18	N	2	2
Columbia Falls	Columbia Falls Elementary	7	12	19	Y	13	10
Robbinston	Robbinston Grade School	6	13	19	N	2	2
Greenville	Greenville Middle/High School	17	2	19	Y	14	17
Eagle Lake	Eagle Lake Elem/Jr High School	9	11	20	Y	10	5
Trenton	Trenton Elementary School	11	10	21	Y	10	6
Brooksville	Brooksville Elementary School	4	18	22	Y	5	11
Vinalhaven	Vinalhaven School	12	11	23	N	6	5
Cherryfield	Cherryfield Elementary	12	12	24	Y	8	3
Athens	Athens Elementary School	11	14	25	N	6	3
Lubec	Lubec Consolidated School	9	16	25	N	5	4
Surry	Surry Elementary School	11	14	25	Y	10	8
Tremont	Tremont Consolidated School	11	14	25	Y	4	3
Danforth	East Grand School	18	8	26	N	5	2
Harrington	Harrington Elementary School	13	13	26	Y	6	3
Indian Island	Indian Island School	15	11	26	Y	3	6
Jackman	Forest Hills Consolidated School	9	17	26	Y	10	14
Otis	Beech Hill School	13	13	26	Y	4	2
Woodland	Woodland Consolidated Sch	15	11	26	Y	3	2
Pleasant Point	Beatrice Rafferty School	11	16	27	Y	6	12
Pownal	Pownal Elementary School	12	16	28	N	3	1
Addison	Daniel W Merritt School	16	13	29	N	3	2
Eastport	Eastport Elementary School	18	11	29	N	3	2
Pembroke	Pembroke Elementary School	17	12	29	Y	9	5
Jonesport	Jonesport Elementary School	12	18	30	Y	10	8
Palermo	Palermo Consolidated School	18	12	30	Y	9	7
Perry	Perry Elementary School	19	13	32	Y	5	24
Eustis	Stratton Elementary School	18	16	34	Y	11	9
Rangeley	Rangeley Lakes Regional School	14	20	34	Y	9	8
Wales	Wales Central School	19	16	35	N	9	9Y
Appleton	Appleton Village School	21	14	35	Y	6	5
Strong	Strong Elementary School	16	19	35	Y	10	11
Winter Harbor	Peninsula CSD School	15	22	37	N	7	2
Mount Desert	Mt Desert Elementary School	19	18	37	Y	13	15
Greenbush	Helen S Dunn Elementary School	15	23	38	N	5	2
Steuben	Ella Lewis School	20	18	38	N	3	3
Dedham	Dedham School	21	17	38	Y	8	9
Easton	Easton Junior-Senior High Sch	23	16	39	N	7	8
Hope	Hope Elementary School	16	23	39	N	4	2
Indian Township	Indian Township School	18	21	39	N	4	2
East Machias	Elm Street School	15	24	39	Y	10	8
Etna	Etna-Dixmont Elementary School	22	18	40	N	5	4
Princeton	Princeton Elementary School	20	21	41	Y	8	2
Limestone	Limestone Community School	22	20	42	N	5	6
Lamoine	Lamoine Consolidated School	18	24	42	Y	15	14
Phillips	Phillips Elementary School	20	24	44	Y	8	45
Ashland	Ashland Community High School	24	21	45	Y	7	3
Hancock	Hancock Grammar School	16	29	45	Y	15	17
Veazie	Veazie Community School	21	25	46	Y	12	15
Lincolnton	Lincolnton Central School	25	22	47	Y	9	12
Nobleboro	Nobleboro Central School	18	30	48	N	5	3

Appendix F School Site Data By Municipality and By Enrollment

Saint George	St George School	17	32	49	Y	12	10
Bingham	Upper Kennebec Valley Jr-Sr HS	25	26	51	N	8	4
Southwest Hbr	Pemetic Elementary School	21	30	51	Y	12	9
Orland	Orland Consolidated School	27	25	52	Y	6	6
Kingfield	Kingfield Elementary School	22	31	53	Y	11	6
Blue Hill	Blue Hill Consolidated School	28	27	55	Y	14	14
Bristol	Bristol Consolidated School	26	30	56	Y	14	12
Whitefield	Whitefield Elementary School	30	27	57	Y	9	8
Chelsea	Chelsea Elementary School	32	26	58	Y	14	12
Saint Agatha	Wisdom Middle High School	25	33	58	Y	9	4
Jefferson	Jefferson Village School	34	27	61	N	5	4
Lee	Mt Jefferson Jr High School	31	30	61	Y	11	9
Acton	Acton Elementary School	34	29	63	Y	10	8
Washburn	Washburn District Elem School	33	32	65	N	5	4
Machias	Rose M Gaffney School	36	29	65	Y	11	10
Dyer Brook	So Aroostook CSD School	37	29	66	Y	7	6
Van Buren	Van Buren District Secondary Sch	33	35	68	N	7	4
Stacyville	Katahdin Middle/High School	30	38	68	Y	6	9
Mars Hill	Central Aroostook Jr-Sr H S	40	29	69	Y	11	13
Sullivan	Mountain View School	38	32	70	Y	13	7
Minot	Minot Consolidated School	33	40	73	N	9	4
Buckfield	Buckfield Jr-Sr High School	44	34	78	N	9	8
Deer Isle	Deer Isle-Stonington Elementary School	36	42	78	Y	11	11
Mechanic Falls	Elm Street School	44	35	79	Y	15	16
Woolwich	Woolwich Central School	30	49	79	Y	10	9
Milford	Dr Lewis S Libby School	32	48	80	Y	8	9
Hodgdon	SAD 70 Elementary School	34	47	81	N	9	6
Durham	Durham Elementary School	42	41	83	Y	7	8
Windsor	Windsor Elementary School	39	44	83	Y	5	9
Arundel	Mildred L Day School	48	37	85	N	0	0
Orrington	Center Drive School	46	44	90	Y	10	10
Medway	Medway Middle School	45	46	91	Y	15	12
Boothbay Harbor	Boothbay Region Elem School	50	42	92	Y	26	20
Thomaston	Thomaston Grammar School	52	41	93	N	13	6
Calais	Calais High School	43	50	93	Y	8	8
Bar Harbor	Connors-Emerson School	42	52	94	N	11	8
Richmond	Richmond Middle School	48	46	94	Y	9	11
Fort Fairfield	Fort Fairfield Middle/High School	51	44	95	Y	12	12
Glenburn	Glenburn Elementary School	50	47	97	Y	12	13
Orono	Orono Middle School	44	53	97	Y	19	19
Baileyville	Woodland Jr-Sr High School	61	37	98	Y	13	15
Litchfield	Carrie Ricker Middle School	49	51	100	Y	13	12
Howland	Hichborn Middle School	49	55	104	Y	16	22
Damariscotta	Great Salt Bay Community School	47	60	107	Y	7	7
Vassalboro	Vassalboro Community School	51	56	107	Y	15	15
Winterport	Samuel L Wagner Middle School	59	48	107	Y	17	15
Dixfield	Dirigo Middle School	52	59	111	Y	20	21
Madawaska	Madawaska Middle/High School	64	50	114	N	8	24
Monmouth	Monmouth Middle School	52	66	118	Y	18	16
Sabattus	Sabattus Central School	53	65	118	Y	19	18
Millinocket	Millinocket Middle School	56	63	119	Y	12	15

Appendix F School Site Data By Municipality and By Enrollment

Poland	Bruce M Whittier Middle School	53	67	120	Y	19	15
Madison	Madison Junior High School	55	67	122	Y	18	18
Winthrop	Winthrop Middle School	53	70	123	Y	20	19
Searsport	Searsport District Middle School	65	61	126	N	13	12
Carmel	Caravel Middle School	69	57	126	Y	13	14
Guilford	Piscataquis Community Middle Sch	62	65	127	Y	23	25
Hartland	Somerset Valley Middle School	68	60	128	N	16	28
Milo	Penquis Valley High School	53	76	129	Y	21	21
Wiscasset	Wiscasset Middle School	63	66	129	Y	24	15
Dexter	Dexter Middle School	66	64	130	Y	16	14
Holden	Holbrook School	60	72	132	Y	16	12
Fort Kent	Fort Kent Elementary School	64	69	133	Y	17	15
Waldoboro	A D Gray Middle School	68	65	133	N	15	15
Raymond	Jordan-Small Middle School	71	64	135	Y	15	15
Anson	Carrabec Community School	65	78	143	N	17	8
China	China Middle School	60	84	144	Y	23	22
Hermon	Hermon Middle School	80	65	145	Y	20	8
Jay	Jay Middle School	73	76	149	Y	19	17
Old Orchard Bch	Loranger Middle School	84	73	157	Y	27	30
Bucksport	Bucksport Middle School	87	73	160	Y	20	17
Newport	Sebasticook Valley Middle School	86	79	165	N	19	28
Union	Union Elem & Gaul Middle Schs	91	78	169	N	14	17
Kittery	Shapleigh Middle School	71	103	174	Y	24	25
Pittsfield	Warsaw Middle School	87	89	176	Y	35	40
Corinth	Central Middle School	96	82	178	N	14	10
Dover-Foxcroft	Se Do Mo Cha Middle School	83	96	179	Y	17	11
Farmingdale	Hall-Dale Middle School	75	104	179	Y	23	19
Ellsworth	Ellsworth Middle School	90	91	181	Y	19	19
Freeport	Freeport Middle School	89	98	187	N	24	12
Livermore Falls	Livermore Falls Middle School	83	104	187	Y	16	14
Bethel	Telstar Middle School	91	97	188	N	14	12
Winslow	Winslow Junior High School	90	98	188	Y	27	29
Lincoln	Mattanawcook Jr High School	90	102	192	Y	21	35
Brewer	Brewer Middle School	106	90	196	Y	20	21
Yarmouth	Frank H Harrison Middle School	94	112	206	Y	29	15
Camden	Camden-Rockport Middle School	110	103	213	Y	35	37
Caribou	Caribou Middle School	104	115	219	Y	20	17
Hiram	South Hiram Elementary School	108	111	219	Y	12	9
Rockland	Rockland District Middle School	108	112	220	N	24	12
South Portland	Mahoney Middle School	100	125	225	Y	21	26
Readfield	Maranacook Community Middle Sch	116	111	227	N	33	30
Old Town	Leonard Middle School	109	120	229	Y	30	28
Hampden	Reeds Brook Middle School	112	119	231	Y	24	18
Lisbon	Philip W Sugg Middle School	110	123	233	Y	25	19
South Portland	Memorial Middle School	128	106	234	N	25	12
Fryeburg	Molly Ockett Middle School	102	132	234	Y	16	10
Naples	Lake Region Middle School	79	157	236	Y	39	32
Wells	Wells Junior High School	122	123	245	Y	36	40
Thorndike	Mt View Jr High School	120	131	251	Y	23	22
Bath	Bath Middle School	154	107	261	Y	35	28
Waterville	Waterville Junior High School	126	136	262	Y	34	35

Appendix F
School Site Data By Municipality and By Enrollment

Bangor	James F. Doughty School	126	140	266	Y	40	63
Mexico	Mountain Valley Middle School	126	152	278	Y	27	27
Portland	King Middle School	126	155	281	Y	46	31
Cape Elizabeth	Cape Elizabeth Middle School	130	157	287	N	30	20
Bangor	William S Cohen School	135	154	289	Y	30	33
Gray	Gray-New Gloucester Middle School	158	145	303	Y	32	33
Houlton	Houlton Junior High School	206	104	310	N	16	12
Presque Isle	Presque Isle Middle School	155	155	310	Y	30	30
Belfast	Troy A Howard Middle School	162	160	322	Y	36	34
York	York Middle School	165	160	325	Y	28	30
Cumberland	Greely Middle School	169	165	334	Y	55	55
Turner	Tripp Middle School	168	168	336	Y	33	38
Falmouth	Falmouth Middle School	197	163	360	Y	32	27
Portland	Lincoln Middle School	162	203	365	Y	42	44
Oakland	Messalonskee Middle School	189	185	374	Y	42	41
Gardiner	Gardiner Regional Middle School	209	168	377	N	35	39
Augusta	Ella R Hodgkins School	193	188	381	Y	33	39
Eliot	Marshwood Jr High School	190	192	382	Y	32	37
Westbrook	Fred C Wescott School	173	211	384	Y	39	40
Farmington	Mt Blue Middle School	178	214	392	Y	40	41
Portland	Lyman Moore Middle School	210	188	398	Y	49	51
Kennebunk	Middle School of the Kennebunks	192	207	399	Y	41	40
Windham	Windham Middle School	211	198	409	N	39	25
Biddeford	Biddeford Middle School	212	204	416	Y	53	50
Gorham	Gorham Middle School	204	218	422	N	38	18
Skowhegan	Skowhegan Area Middle School	211	223	434	Y	42	56
Fairfield	Lawrence Jr High School	235	220	455	N	39	25
Topsham	Mt Ararat Middle School	249	228	477	Y	62	104
Brunswick	Brunswick Jr High School	232	253	485	N	40	25
Berwick	Noble Middle School	226	262	488	N	42	35
Auburn	Auburn Middle School	249	275	524	N	59	51
Saco	Saco Middle School	245	279	524	Y	46	45
Scarborough	Scarborough Middle School	266	266	532	Y	68	77
Sanford	Sanford Jr High School	227	310	537	Y	55	58
Paris	Oxford Hills Middle School	275	280	555	Y	49	44
Waterboro	Massabesic Jr High School	303	325	628	N	43	72
Buxton	Bonny Eagle Middle School	301	335	636	N	51	55
Lewiston	Lewiston Middle School	343	364	707	Y	62	77
	TOTAL	15149	15807	30956		3797	3676

Appendix G
Existing MLTI Networks and Servers

Existing Networks

The MLTI wireless networks, as installed by the current vendor, included new cabling, Apple Airport Base Stations (Dual Ethernet - Snow), and NetGear unmanaged switches (model FS116). Each school's network varies in size and number of devices deployed as needed to provide adequate wireless capacity and coverage. In some instances, schools have modified or expanded the wireless networks by replacing switches, cabling, and/or access points. In addition, a few schools have been constructed since the beginning of the first MLTI deployment, and new wireless networks were built to local school district parameters. However, the vast majority of the wireless networks remain as installed.

Existing Servers

The current MLTI solution includes a number of servers which are owned by the Maine Department of Education. The following is a description of those devices:

Description	Processor	RAM	HD
Apple Xserve	2x1.33 Ghz G4	2 GB	3x160 GB
Apple Xserve	2x1.33 Ghz G4	2 GB	3x160 GB
Apple Xserve	1x1.0 Ghz G4	1 GB	4x160 GB
Apple Xserve	2x1.33 Ghz G4	2 GB	2x60GB, 1x172 GB
Apple Xserve	2x1.33 Ghz G4	512MB	3x160 GB
Apple Xserve	2x1.33 Ghz G4	1 GB	2x80 GB
Apple Xraid			6x300 GB, 2x160 GB
Apple Xraid			3x300 GB, 1x160 GB
Apple PowerMac Quicksilver	2x1.0 Ghz G4	1.5 GB	2x80 GB
Apple PowerMac Quicksilver	2x1.33 Ghz G4	512 MB	2x80 GB
Apple PowerMac Quicksilver	2x1.0 Ghz G4	1.5 GB	2x80 GB
Apple PowerMac Quicksilver	2x1.0 Ghz G4	1.5 GB	2x80 GB

In addition, the MLTI Project owns FirstClass server version 7.1 for Mac OS X and 37,207 client licenses. Annual licensing fees would be the responsibility of the Provider.