DigitalBridgeK-12

ANNOTATED RFP
Maine Learning Technology Initiative (MLTI)

In 2012, the state of Maine issued a Request For Proposal (RFP) to refresh its statewide 1:1 program. This was the third time the State of Maine issued an RFP to support the program that first provided 1:1 learning technologies to students in 2002. In an effort to help other states start similar programs, Maine led a multi-state cooperative purchasing RFP in coordination with the National Association of State Procurement Officials and in partnership with the states of Hawaii and Vermont. The resulting Master Price Agreement is still active today, and is available to states to establish their own state agreements (Participating Addenda) with awarded vendors (Apple, CTL, and HP). The RFP, Amendments to the RFP, the Master Price Agreement, and other details can be found here:

https://www.naspovaluepoint.org/portfolio/learning-technology-initiative-2013-2023/

The following annotations offer insights into the language used in the RFP by the original author of the RFP, Jeff Mao. Not all sections are annotated; when the language is relatively straight forward, there's no need for additional commentary. We recommend that you read through the entire RFP. States and school districts developing RFPs for 1:1 programs may consider using the MLTI RFP as a checklist. Not every section included in the MLTI RFP may be necessary for your RFP, but by reviewing the MLTI RFP in its entirety, you can elect to leave out sections intentionally rather than due to oversight.

ANNOTATION NUMBER	RFP SECTION	RFP TEXT EXCERPTS	ANNOTATION
Part I | Introduction			
1	Section B General Provisions, Paragraph 4	The RFP and the selected Bidder's proposal, including all appendices or attachments, may be incorporated in the final contract.	By establishing that the RFP and the proposal may be incorporated in the final contract, you simplify contract negotiations, particularly the writing process. In a complicated RFP, the resulting contract can be equally complicated. For sections where you feel the RFP and the proposal adequately describe the requirement and how it will be met, you do not need to rewrite them into an agreement. Your final contract can establish a precedence order of documents where the RFP has precedence over the proposal. Typically, these two documents would fall last in the precedent order of all of the documents that make up your agreement allowing you and your provider to establish terms that may vary from the RFP and the proposal slightly and that appear higher in the precedence order thereby superseding the original RFP the response.
2	Section B General Provisions, Paragraph 6	The Sourcing Team, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in proposals received in response to this RFP.	This instruction combined with paragraph 9 of the same section (see the next annotation for **Part I-B General Provisions, Paragraph 9**) gives an evaluation team some flexibility in how it scores proposals. Any award decision can be appealed by a bidder, so evaluation teams shouldn't make arbitrary or capricious awards.
3	Section B General	If a Bidder cannot provide something	In complicated bids, it is not uncommon that how you

	Provisions, Paragraph 9	as described in the Scope of Services section of this RFP, then that Bidder may propose something that is functionally equivalent, and provide an explanation of that equivalency. Functional equivalency will ultimately be determined by the Sourcing Team.	frame a problem may feel too limiting to a bidders who want to describe their solutions. This provision is intended to give a bidder permission to think outside the box while leaving the evaluators ("Sourcing Team") the final authority to determine if a proposed solution meets the letter and/or spirit of the RFP.
4	Section F Contract Term.	Contract Renewal: Following an initial four-year term of the Master Price Agreement, the Sourcing Team may opt to renew the Agreement for six renewal periods of one year each, subject satisfactory performance. This creates a possible grand total of ten years of contract performance. There is no guarantee, however, that a renewal period will be exercised, and Bidders should have no expectation of this occurring.	For this RFP, it was assumed that different states may elect to use the resulting Master Price Agreement to establish programs in their state, but that the timing would vary. For this reason, the contract allows for a potential ten-year term. For a school district establishing a 1:1 program, it may wish to consider similarly long optional extensions. If you are typically required to competitively bid at each purchase or PO (i.e., you are rolling out a grade level per year), you may need to have a long contract term to ensure that you do not have to re-bid the program in the middle and potentially change vendors or see your price go up. Optional long contract terms do not bind you should you determine that you want to consider changing vendors or solutions (i.e. laptops to tablets or some other major platform change).

Part II | Scope of Service

5	Section 1 Scope of Work	**1.1. Bidder Response to Service Specifications and Requirements**	These general directions are in addition to the complete set of guidance in Part IV **PROPOSAL SUBMISSION**

		Part II, SCOPE OF SERVICES 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 **Part II, SCOPE OF SERVICES**, 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	**REQUIREMENTS.** They serve to remind bidders to answer in detail whenever and wherever possible. We specifically did not establish a page limitation for bidder responses. The RFP is over 100 pages long, so we expected long responses. The longest response by page count was just under 500 pages.

		strengths as well as any weaknesses or limiting factors. Complete instructions are in **Part IV, PROPOSAL SUBMISSION REQUIREMENTS**.	
Part II | Section 5 Participation by Schools			
6	Section 5	See pages 17-19 of the RFP.	This section includes detailed information about anticipated numbers of deployment sites and timing. School districts should remember that due to the timing of RFPs relative to the school year, it is not uncommon for bidders to be balancing their responses to you and their product release schedules, anticipated availability of inventory, shipping times, etc.
Part II | Section 6 Personal Computing Device & Software Applications			
7	Section 6.1.1.1 to 6.3	See pages 20-22 of the RFP.	These sections include a lot of detailed information about anticipated device deployment quantities. School districts should remember that due to the timing of RFPs relative to the school year, it is not uncommon for bidders to be balancing their responses to you and their product release schedules, anticipated availability of inventory, shipping times, etc.
8	Section 6.4 Students with Disabilities	…Ideally, all learners should benefit from the Bidder's solution…	These sections, in combination, require that the solution is accessible and functionally useful to all students, including those who require that they interact with the

			device in different ways. Just as special education costs can be challenging for school districts to predict and budget for, it is equally challenging to quantify for a vendor. Therefore, this RFP specifically notes that the costs of adaptation would be covered outside the scope of the RFP, and therefore would not need to be factored into the bidder's cost proposal.
	And Section 6.5.16 Device Functional Requirements: Accessibility	And It is the intent to purchase hardware and software that provides the highest degree of accessibility to all users…There must not be a need for complex and expensive adaptation and/or specialized design later to meet the needs of users…The Bidder must describe to what extent its proposed solution satisfies this requirement.	While no solution will meet all needs out-of-the-box, this allows evaluators to assess and score the solution's ease of use across multiple modalities, and to take into account the degree to which schools or the State would need to augment the solution to meet the needs of all students.
9	Section 6.5 Device Functional Requirements	Bidders must complete the **Portable Computing Device Specifications Summary** included in **Appendix G – Additional Forms**. If more than one portable computing device is included in the solution, Bidders must complete one Summary Sheet per device.	This section includes common technical specifications, but it asks for the system specifications like memory, storage, processor type, etc. to be detailed on a form provided in an Appendix. This was done for a couple reasons: 1) to make it easy to see all the technical device specifications in one place, and 2) to deemphasize the technical specifications. The RFP's design was intended to find a solution partner. Therefore, many of the sub-sections in section 6.5 were intended to elicit longer form responses from the bidders in order to help determine the bidder's understanding of the problems we sought to solve, and not simply a device that met a list of technical specifications.
10	Section 6.5.1 Assessment	The solution must meet, and ideally exceed the Hardware Purchasing	At the time of this RFP, states were adopting common statewide assessments, so the system specifications as

	Compatibility	Guidelines...	determined by those assessment consortia were included as technical minimum specifications. Since your devices will likely be needed for online assessments, ensure that your RFP/RFQs reflect these needs.
11	Section 6.5.2 Device Connectivity	The device will be able to connect to the WiFi network and also be able to also access the school's pre-existing local network, and the Internet, wirelessly (via WiFi) within the school, home or other area outside the school...	The MLTI intended to facilitate anytime, anywhere learning for students and faculty. As such, it was important to specify that we expected the device to be able to connect to a network both in and out of school, including homes or other locations. While this seems obvious, this language establishes universal connectivity as a requirement, and therefore, should any user need technical support, the provider would be obligated under the resulting contract to assist.
12	Section 6.5.3 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.* (*Italics for emphasis*)	The RFP provides a guideline, but not a requirement, for the total weight of the device and components (i.e. carry case, power adapter). It also includes an important qualifier, "…the lighter the better." This allows for scoring of this section to be done in a non-binary way. If your RFP provides a weight specification like the device must be less than 4 pounds and no other qualifying specifications, then all devices from 3.99 pounds to a pound should be scored the same because they all met your specification. By stating that lighter is better, it allows the evaluator to assign more points to a lighter solution. Across multiple specifications, these minor nuanced scores can help differentiate solutions.

| 13 | Section 6.5.4 Device Durability | The portable computing device must be highly durable and withstand reasonable and normal daily use by middle and high school students. It is desirable that the device shall be durable enough to withstand occasional mishaps, and resist hazards such as dust, dirt and spills – and still function. *It shall also have parts that cannot be easily removed, tampered with, or broken.*

In order to provide necessary protection for the device during normal transport, the Bidder may include an appropriate carry case. Ideally *the case would allow schools to easily label cases* for easy identification (i.e. "All black bags look alike"). *Included cases shall be included in the annual per seat cost and shall be fully covered by the Provider's support and warranty program* as described in Section 9, Warranty, Insurance, Damage and Theft.

(Italics for emphasis) | 13A In 2012, some tablet style devices required a stylus to operate effectively. Unlike an Apple Pencil, for example, that extends functionality of a modern iPad, without the stylus on 2012-era tablets, basic device functionality was hampered. MLTI deployed 72,000 devices in the prior program, and schools did not want to have a solution that required a stylus that could be easily lost.

13B All prior deployments since 2002 included black cases and sleeves. Later models included pockets with clear plastic windows where schools could easily insert a name card. Prior to this, schools were spending additional monies purchasing large lots of luggage tags or other similar attachments. When the name badge sleeve was introduced, it was very successful and appreciated, so we made sure to call it out. While seemingly insignificant, this saved schools a lot of time solving the labeling issue as well as in day-to-day use to ensure students didn't pick up the wrong case or device by accident.

13C We viewed the case as a vital component of the overall device support and durability solution, and so if a case had a handle break or failure of a zipper, we wanted to ensure that it was replaced as part of the annual costs and not as an additional cost. By including it, we help ensure the device is protected and mitigated the downstream issues of increased failures due to bumps and minor drops. |

14	Section 6.5.5 Device Power	The portable computing device will have a battery capacity that will allow the device to be used throughout a standard school day without being recharged. … The Bidder must describe its strategy to ensure sufficient battery life, and how its solution takes into account common battery intensive tasks. Battery replacements and proper recycling of spent batteries will be done within the per seat cost and in such a way that does not impact teaching and learning. The Bidder must describe its plan for providing replacement batteries and for recycling spent batteries.	In general, the RFP frames battery life as a functional requirement rather than a component or technical specification. It recognizes that beyond the technical specifications of a battery, that there may be certain configurations or strategies that a bidder could recommend or implement that would aid with meeting this functional requirement, and so the RFP prompts the bidder to provide this information. Further, since it is a functional requirement, and not a component part — and particularly one that the device industry typically views as a consumable part — the RFP requires that batteries must be replaced as part of the solution cost, and not an additional cost in the event that any particular device fails to maintain this functional requirement.
15	Section 6.5.6 Keyboard	The portable computing device will have an appropriately sized keyboard *function* that facilitates text input, integrated into the device, into the carrying case, or some other effective method. While an ideal solution would include a	This was the first RFP for an MLTI solution after the common availability of tablet-style devices. Previous RFPs had referenced keyboards as a necessary component part. Anticipating that some bidders would want to propose tablet devices, the word "function" was added and italicized to emphasize that this requirement was focused on the capacity to input text and interface

		standard-size keyboard, it is recognized that a smaller size may be necessary. Nonetheless, the Department seeks a keyboard interface of sufficient size and ease of use for students and teachers to be able to do their work effectively and efficiently without discomfort. (*Italics included in the original RFP*)	with the device more so than the physicality of a keyboard.
16	Section 6.5.7 Screen	The portable computing device will have a color screen of sufficient size with good resolution. While the Department will not mandate a screen size, the solution should take into account ease of use and functionality (as described below in **Section 6.6, Software and Function** as well as any requirements defined in **Section 6.5.1, Assessment Compatibility**). In general, *the higher the resolution the better*. The Provider should keep in mind portability, size, and weight. (*Italics for emphasis*)	Similar to the Section 6.5.3 Device Portability, this section includes a qualifier for screen size rather than defining a minimum or maximum size. In the previous RFP released in 2006, initial thinking was to require a smaller screen size of 12 inches or smaller because many larger laptops of that era (14" and 15") were heavier and generally harder to manage for middle school students. However, research during the writing phase found that other than Apple, no device manufacturer offered a laptop with a screen size smaller than 14" except for much more expensive business traveler ultra light laptops. In order to ensure that the bid was not designed for a single bidder, that requirement was altered. In this RFP, this notion continued and also was designed to account for the wide variety of screen sizes between laptops and tablets. Finally, screen resolution increasingly was a better measure of how much content was effectively viewed on a screen over actual screen

			size.
17	Section 6.5.8 Mouse/Pointing Function	The portable computing device will have a mouse/pointing capability that provides pointing functions and is easy to use. It is preferable for pointing functions to be integrated into the device (e.g. trackpad, track point, touch screen, etc.) and not rely on a separate attachment.	This section was updated similarly to **6.5.6 Keyboard** to allow for tablet style devices. Additionally, it reinforces that, at that time, MLTI was not interested in managing stylus-based devices.
18	Section 6.5.11 Size	The portable computing device will fit on school desks and be easily carried by an adolescent-aged student.	Size of the device is integrally tied to the **6.5.7 Screen** and **6.5.3 Device Portability**. Therefore, this section is also vague in order to allow bidders to determine and explain how their solutions meet the need.
19	Section 6.5.12 Ports	The device should ideally have additional ports/capacity for attachment of external devices. In addition, the device will be capable of connecting to standard video output devices such as digital projectors or monitors. It is desirable that the device will be compatible with common interactive white board systems.	At the time this RFP was developed and issued, tablet devices were increasingly common. We did not want to summarily exclude tablet devices by establishing requirements that were based on common traits of laptop computers. Instead, we included some of the types of functionality that ports traditionally provided, including specifically naming video output as a requirement, but did not specify how.
20	Section 6.6 Software and Function	The MLTI has adopted and promoted two models to guide teacher practice and the integration of technology	These instructions precede 9 functional categories for software applications. The intent was to push bidders to consider more deeply how software functionality could

		6.6.1 Applications	into instruction and learning. These models are Technological, Pedagogical, Content Knowledge (TPCK) by Drs. Punya Mischra and Matthew Koehler (http://www.tpck.org) and Substitution, Augmentation, Modification, Redefinition (SAMR) by Dr. Ruben Puentedura (http://www.mlti.org/samr and http://www.hippasus.com/rrpweblog/). Bidders must describe the tools and functionalities included in the solution and their anticipated use in light of these models.	be used rather than providing a list of what types of software we thought we needed. Our experience had proven to us that often we were unaware of many of the tools that teachers and students found most helpful, and so we didn't want to presume to know best. This also helped the evaluators get a better sense of each bidder's qualifications and experience as an educational partner for the project. Scoring for qualifications and experience would not be reflected here, but in that section of the scoring.
21		Section 6.6 Software and Function The solution must, at a minimum, provide the students and teachers with software to facilitate the following functions to support	6.6.1.1. Writing (e.g., word processing, journaling, communications, editing and revision, sharing, etc.) 6.6.1.2. Reading (e.g., annotating, excerpting, sharing, determining complexity, etc.) 6.6.1.3. Data analysis and modeling (e.g., spreadsheet, graphing and charting, GIS, predict and explain, etc.) 6.6.1.4. Computational thinking (e.g., analyzing and organizing data, data modeling and simulations, programming, etc.)	The software functionality sections each identified different ways that students and teachers use software during teaching and learning activities and processes. The intent was to focus on functional capacity over specific tools. This section was included to define the functionality that should be available, and make it a requirement that those functionalities would perform. This is in contrast to some RFPs that define system specifications in an attempt to ensure that the device will perform based on what the school knows it wants to do. For example, some RFPs will establish minimum technical specifications for memory, storage, processor type, clock speed, GPU, and other details in an attempt to ensure that students will have adequate computing power to edit and create video. Since devices achieve

| | educational needs. The Bidder must describe the applications included in its solution including how it envisions those tools supporting the functional needs described in this section. | 6.6.1.5. Presentations and publishing (e.g., slide shows, web authoring, speaking/narrating text, providing feedback, etc.)
6.6.1.6. Multimedia creation (e.g., creation and manipulation of digital images, audio, video, etc.)
6.6.1.7. Information management (e.g., database, concept mapping, etc.)
6.6.1.8. Research (e.g., Internet browsing with the ability to access and utilize common multimedia and interactive content like streaming audio/video, javascripting, java applets, HTML5, Flash, etc.).
6.6.1.9. Communication and collaboration (e.g. sharing data, asynchronous and synchronous text-based communications, video/audio chat, etc.) | this balance differently, especially across tablets, laptops, and Chromebooks, the State of Maine instead presented the functionalities it wanted, and left it to the bidder to determine what system specifications would be sufficient to perform those functions.

The State of Maine believes that by defining certain specifications like memory, CPU speed, etc. in order to establish what it believes to be a minimum threshold for functionality, you lose your capacity to hold your provider accountable. If you require a certain CPU speed, and the bidder meets that requirement, and students are unable to effectively edit video because the CPU is too slow, the bidder/provider is not at fault, you are. The State of Maine did not want to engineer a solution for the bidder, but instead, allow the bidder to do so.

Additionally, the State of Maine was not seeking digital content. As a state that does not have policies related to content approval and adoption, the Department of Education recognized that content was curated and adopted at the local level. Further, in recognition of the multi-state nature of the RFP, Maine and the partner states did not believe it was appropriate to include digital content.

The inclusion of software was believed to be important because the State wanted to procure a solution for teaching and learning, not simply hardware components. It did not want to provide equipment to school districts and then pass along the costs of software to the local school districts. Additionally, |

			history of the project had proven that when procured in a statewide fashion, the Department could assemble a rich suite of software tools that together would typically cost more than the total cost of the solution, even when calculated using standard education pricing. It is important to note that the Department also assumes that local school districts would augment the solution with additional software tools (see 6.6.10 Software Restore).
			For states, while all school districts will already have licensing for certain software titles, they should consider that a statewide procurement for 1:1 solutions may result in a complete platform change for some school districts, so those pre-existing licenses may not be helpful. Moreover, if a school district did not previously support a 1:1 program, their licensing is likely not enough to cover the increase in licenses needed.
			Some duplication of licenses may occur initially, but when those local licenses expire, school districts will no longer need to renew them. For functionally duplicate software titles, often school districts will adopt the 1:1 option since it is universally available to students and teachers, and in the case of a statewide program, is part of a much larger community of users who can collaborate and share practices and professional development opportunities. If a population of school districts wishes to continue to use a functionally duplicative software title, the presence of the similar tool in the state-procured solution can act as a negotiating position for those schools to improve

			pricing.
22	Section 6.6.2 Multi-State Standards	6.36.2.1 through 6.6.2.3	These sections called out the Common Core Standards and Next Generation Science Standards. Both were in the midst of adoption across most states at the time. Since both standards included more rigorous skills and practices above and beyond what had previously existed in many state standards, the RFP required bidders to address those practices and how their solutions could be used to support them.
23	Section 6.6.3 State Specific Standards	6.6.3.1 through 6.6.3.2	These sections provide additional details intended to add more context for bidders where Maine, Vermont, and Hawaii had particular differences in their state learning standards and requirements.
24	Section 6.6.7 Stand-alone	The portable computing device must be able to function in a stand-alone mode sufficient to enable the user to perform basic functions (e.g., writing, data analysis, multimedia, information management) without requiring network access. The Bidder must describe the differences, if any, in the function of the device when it is network-connected versus in stand-alone mode. Bidders should consider that many families do not have broadband Internet access at home.	This provision has existed in each MLTI RFP since the original document issued in September of 2001. The initial need remained unchanged in 2012, and continues to the current. While it is presently an aspirational goal across the United States to ensure that all students have Internet access at home, it should be recognized that millions of students continue to have no access. Additionally, the solution to provide access may have data caps or constraints, so states and school districts should consider how well a solution performs under limited or no Internet connectivity situations.

| 25 | Section 6.6.8 Cloud Requirements | The Bidder must include a recommended minimum school Internet bandwidth capacity for its solution. Recommended bandwidth should be expressed in megabits per second for each 100 users per school. This recommendation should assume that the entire school is participating in the program, and therefore all students may be leveraging the portable digital device. The Department recognizes that some general activities not specific to the solution can drive significant bandwidth usage, and recognizes that schools will need to install bandwidth necessary to support the density of users associated with a 1:1 program. However, if the Bidder's solution relies on cloud-based tools and functionality, the Department needs to understand what impact, if any, the introduction of the solution will have on school bandwidth needs. Bidders should design a solution that respects the availability of bandwidth in schools. | The Cloud Requirements provision recognized that cloud computing was on the rise in 2012. At the time, the amount of bandwidth recommended for Chromebooks exceeded the network capacity of many schools. While the RFP specifically called out that Internet capacity in schools was the responsibility of participating schools, and not the bidder, the RFP wished to ensure that each bidder disclosed the bandwidth requirement of its solution so that the state or schools could ensure adequate Internet capacity. |
| 26 | Section 6.6.9 Software | The Provider should describe how its solution will provide the capacity to | The Software Updating section, in 2012, recognized the emerging practice in schools of the use of |

	Updating	update the portable computing devices. This includes incremental and major updates that may be required after the portable computing devices have been issued to students. Increasingly, schools are issuing the portable computing devices to students, and the students are retaining the device even during long vacations including summer break. The Provider should describe whether or not it will be necessary for schools to collect the portable computing devices to apply major updates efficiently. The portable computing devices will be able to be updated from a central location via a "push" method or "over the air" method rather than each device separately and manually for incremental updates. Ideally, major updates should not require users to perform a complete back and restore of user data and configurations in order to apply the update. While the Department recognizes that performing a backup before a major update is "best practice", it is desirable that the solution allow for "upgrades" whenever possible as opposed to	enterprise-class remote software management platforms. Additionally, it pointed out that the practice of collecting devices in the summer was no longer universal, and the Department wanted to provide a solution to schools to enable them to maintain the devices while allowing students to retain the devices as much as possible for learning. Current challenges with remote teaching and learning underscore the necessity of this type of provision.

		"reformat and reinstall".	
27	Section 6.6.10 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 schools and account for reasonable restore processes for both large and small school deployments. The Provider is responsible for providing any associated software, hardware, or networking equipment necessary to restore the device to a base state. In addition, the restore process should allow for easy additions to the base software load as schools may desire the additional software titles or adjustments to basic settings. Ideally, a device should be able to be restored, including local additions, easily so that upon completion of the process, no further manual installations or configuration changes are necessary.	This provision has two key components. First, the capacity to fully restore a device to the base software installation easily and in a reasonable timeframe. This is critical because a necessary step in determining when a technical support issue is software- or hardware-related is to return a device to a known software state to see if problems persist. If a restore solution takes a long time, this lengthens technical support turnaround time, and can result in students without devices for more time.

The other key component is the ability for schools to easily augment the base load with additional software. In some schools, this may be as light as printer drivers and configurations, and in other schools the addition of additional software titles or digital textbooks. Lacking this capacity, school districts will spend inordinate amounts of time installing software and content one-by-one across multitudes of devices. |
| 28 | Section 6.6.11 Operating System and Software | The Provider must include current and upgraded versions of the core operating system software and all other software included as a part of | Over the course of multiple years, it is reasonable to assume that core operating system software will be upgraded, and that software applications will too. This provision ensures that the solution continues to |

		the Provider's solution through the term of the agreement in order to maintain usability with upgrades and enhancements to surrounding systems and peripherals. The Bidder must provide a device which will not require hardware upgrades in order to reasonably keep up with possible future software upgrades (e.g., initial delivery should include adequate memory, storage, and processing power for typical upgrade cycles given the term of the agreement) or the Provider should include a description of how it plans to upgrade the equipment through the life of the project to maintain adequate functionality and minimize disruption and the availability of the solution.	perform over the course of the term of the contract. This requirement underscores the intent to procure a service, not equipment. The resulting contract was a service contract, not a purchasing contract.
29	Section 6.8 Pricing Schedules for Additional 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 other educational providers such as public and private K12 schools, teacher preparation programs, home-schooled students, or public libraries. This will allow school	In sections 5 and 6 through 6.3 the RFP outlines anticipated participation from Maine, and potential participation from Vermont and Hawaii. It outlines that state funds will cover the cost of Maine's 7-8 student population and 7-12 educator populations and wireless networks in all 7-12 schools. Therefore, for K-6 schools in particular, the contract needed to be available for local purchasing. This provision also makes it clear that the State wants

		systems to extend the program beyond the Department supported program. The Bidder should provide a pricing schedule to be utilized if such groups or individuals are authorized by the Department and if they wish to purchase the device, software and support solution provided under the agreement with the Department.	to be able to allow other entities including higher ed or non-public schools to purchase through this contract for the purposes of extending/supporting the program. Most importantly was the idea that higher education institutions in Maine that provide pre-service teacher programs should be able to participate. The Department of Education was seeking to better coordinate efforts of the pre-service teacher programs so that when teachers entered the profession in Maine schools, they would be more prepared to teach in a 1:1 learning environment.

Part II | Section 7 Network Connectivity and Infrastructure

30	Section 7 Network Connectivity and Infrastructure	The wireless network infrastructure shall connect from the portable computing devices at one end to the school's Internet gateway at the other end. Between the two ends, the Provider's solution must include switches and/or controllers as needed, the placement of wireless access points, server capacity for applications/files (as appropriate), and any other components necessary to complete the solution. In order to minimize the necessity to perform local electrical upgrades, Power-over-Ethernet is preferred. A Provider will be responsible for the design, installation, configuration, and on-going maintenance and	This entire section describes the wireless network requirements. This RFP pre-dates the E-Rate modernization efforts and the new funding models for Category 1 and 2 funding. As such, this RFP may be helpful in developing a new RFP, but states and school districts should be mindful of E-Rate protocols and timing to ensure that E-Rate funding support can be applied to any network infrastructure procurements. In light of the remote learning efforts, these sections do not speak to home Internet connectivity. In general, these sections take the same approach to the network that it did to the device. They do not explicitly define technical specifications, but instead require that however a provider designed and bids its network solution, it needs to be adequate to support the 1:1 devices in the solution as well as support pre-existing

		support of the wireless network infrastructure for the term of the Agreement. Bidders must complete the **Wireless Local Area Network (WLAN) Specifications Summary** included in **Appendix G – Additional Forms.**	devices in the schools over common wireless networking standards.
31	Section 7.2.6 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 working with a single student, groups of students within a classroom, a single classroom, groups of classrooms, a single school, groups of schools, to the entire state. In general, server functions should be able to be isolated to individual or any group of users including across classes of users (e.g. students or teachers, 7th graders or 8th graders, etc.) as well as to be able to be used collaboratively across classrooms, schools, and potentially in a statewide fashion. For more information about the existing MLTI	This provision is important for any cloud-based software solution included in the solution. It is especially important if the procurement is serving a region, state, or some other consortia of school districts. State and regional solutions can potentially introduce the opportunity for collaboration across districts, but only when the tools allow for such collaboration easily.

Many cloud-based learning platforms or tools allow for multiple levels of administration. Some are designed and deployed specifically with school districts in mind:they offer a district administrative view, a school administrative view, and a classroom or teacher administrative view. This facilitates management of the tool across a district while providing the capacity to personalize or localize the tool's use in specific schools or even classrooms. Some tools do not contemplate management beyond a school district. States and consortia, in particular, should consider whether or not they wish to have the capacity to manage solutions from a regional or state level, and what types of management you will need, how student data will remain firewalled between district entities and between the school |

			network, please see **Appendix E, State Profiles - Maine**.	districts, and the regional or state entity.

Part II | **Section 8 Performance and Quality**				
32		Section 8.1 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, local time (i.e. Maine local time for Maine or Hawaii local time for Hawaii), Monday-Friday, excluding holidays. During this period, the required uptime is as follows: PERIOD OF PRIME USAGE UPTIME PERCENTAGE 7:00 AM to 3:00 PM, local time, Monday-Friday, excluding state holidays 99% 6:00 AM to 7:00 AM and 3:00 PM to 10:00 PM Monday-Friday, excluding state holidays 95% No scheduled downtime will be allowed for the instructional technology infrastructure except (1)	This uptime requirement in part references the devices, but it really is intended to address the larger solution including any servers or other components. While most IT professionals will seek 99.999% on a 24/7 basis, that establishes an extremely high bar on a very complicated scenario with thousands of devices at school and at home. This type of architecture can be planned for, designed, and supported, but can be more costly. The periods of Prime Usage were intended to provide some level of balance between uptime and actual practice. Maine decided that uptime at 2 am 99.999% of the time, for example, simply wasn't necessary. In practice, MLTI has seen very rare unexpected outages of any shared server-based components of the solution. The weakest link in the overall solution is the device itself which is addressed in the next section, **8.2 Device Reliability**.

		for scheduled preventative maintenance, or (2) with the approval of the local school coordinator for issues affecting only the local school, or (3) with the approval of the Department Agreement Administrator for system-wide outages. This infrastructure includes the wireless LAN, servers, remote access and any other vendor-installed equipment.	
33	Section 8.2 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.	This requirement establishes the allowable downtime for an individual student device. While no downtime is ideal, the State wished to establish a reasonable and more measurable requirement. In practice, all winning bid proposals have exceeded this requirement by providing a percentage of "service spares" that were available as loaner devices. The percentage of service spares varied by solution, and ideally was determined by bidders in coordination with their repair solution balancing expected failure rates and repair turnaround times.

The reference to different support plans for different schools was included by Maine to accommodate Maine's island schools, some of which are not easily accessible, especially in the winter time. All states likely have rural schools where standard carrier delivery times are known to be slower than in more urban or suburban |

			areas.
34	8.3 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 or multi-cast video without unreasonable delay.	Consistent with the way that the RFP does not define certain system specifications like memory, storage, or processor speeds, the response time is not specified or defined by a wireless network speed. By defining the response time as a functional outcome, this allowed the State of Maine to maintain a service expectation throughout the term of the contract.
35	8.4 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.	This provision of the RFP has persisted since the initial RFP issued in 2001 when wireless devices were not common, and whether or not the solution would rely heavily on locally installed server infrastructure was unknown. Further, wireless networks were uncommon at the time, and the equipment needed to operate such a network was relatively cutting edge at the time. In common practice today, wireless network infrastructure is relatively mundane, and server infrastructure associated with cloud-based solutions are not housed locally, but in enterprise-class hosting facilities. While uptime and recovery from a school-based theft or disaster is important, these can likely be described differently and more specifically to the local network infrastructure (if that's included in your RFP). How business continuity is achieved at a hosting facility operated by a bidder or its partners is not a necessary

			requirement so long as your uptime requirements are acknowledged and achieved (Section 8.1 Uptime).
36	8.5 Server Failure	If the solution includes servers, then the solution must provide server redundancy or another fallback strategy in the event of server failure. This will provide continued operation of the servers in the event of server hardware or software failure.	See annotation for **8.4 Business Continuity/Disaster Recovery**.
37	8.6 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 as necessary. This UPS should allow personnel or automated systems enough time to	See annotation for **8.4 Business Continuity/Disaster Recovery**.

		adequately shut down the server(s) or the infrastructure devices to avoid data loss or corruption.	
38	8.7 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 Agreement Administrator. The reporting will include such items as incidents, device and system failure types, downtime, repair turnaround times, trends, remediation needed, unresolved issues, recommended improvements, other factors necessary to ensure a successful project. Bidders should recommend metrics for consideration by the Department.	Periodic reporting of certain metrics proved useful and valuable to both the State's management team and the Provider's project team. These data facilitated future planning and allowed the State to document that service metrics like Section 8.2 were being met.

Part II | Section 9 Functional and Asset Security

39	9.4 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	Depending on the type of solution, many common productivity suite software and other titles now include as standard features cloud-based storage which addresses much of the need for data backup. However, it is advisable that you minimally require bidders to disclose which aspects of their proposed solution are

| | | configuration data, application software, and user files and to restore all of the above on demand. Backup protection should include any server-based parts of the solution necessary to restore the solution in the event of data loss or corruption. The ability to perform automatic scheduling of backup functions is desired. This should include automatic backup from the portable computing device to a server or some other facility on a daily basis to prevent data loss. The Bidder must describe the capacity and features of its backup solution, and which data would be recoverable by the user, by a school administrator, or by provider. | not automatically backed up to a cloud-based server. Many third-party applications do not store data in the cloud, and on some mobile solutions data is not manually saved in a "traditional" file hierarchy, so understanding how users can back up their data is important, and whether or not any necessary additional server capacity or attached components are included in a bidder's solution. |
| 40 | 9.5.1 Warranty | Portable computing devices and included attachments (power supply, carrying case, etc.) will need to be replaced occasionally for a variety of reasons that include defects, normal wear and tear, and accidents. Defective equipment will be replaced or repaired by the Provider at no cost. Consistent with the requirements of this Section of the RFP, the Provider shall warranty | There are three components to this provision of the RFP: 1) The device, power supply, carry case, and anything else provided as part of the solution will be warrantied. Since the solution is likely to include items from different manufacturers, this provision makes it clear that the prime bidder needs to warranty all items. As a matter of practice, the carry case, for example, likely carries its own manufacturer's warranty. What is important is that the length of coverage is equal to or exceeds the term of the agreement. 2) The bidder will warranty the solution against normal wear and tear. This |

		against normal wear and tear and ensure the delivery of all services for the term of the agreement. Barring extraordinary circumstances such as are listed in the Force Majeure provision of the NASPO Standard Terms and Conditions (see Appendix D), the Provider will be responsible to ensure that the devices and other solution equipment are available per the specifications in the Performance and Quality provisions of this RFP. Notwithstanding the cause of any loss, the Provider must provide replacement units in a timely manner and at a reasonable cost for the term of the Agreement.	is not typical of computer hardware and other equipment. In practice, most bidders will push back on this type of requirement. Nonetheless, it provides emphasis on the idea that equipment included in the proposal should be durable and your expectation is that it will not routinely wear out before the end of your agreement. 3) The bidder must be prepared to provide replacements at a reasonable cost for the term of the agreement. Replacements are covered in more detail later in **9.6.3 Replacements**.
41	9.5.2 Insurance and Damage	The Provider shall assume the risk of loss or damage (e.g., fire, flood, theft, accident, etc.) of the equipment provided, except that each local school unit shall be responsible for any replacement or repair costs due to the negligent or intentional act of the school, a teacher, a student. In the case of individual fault, the local school unit will determine as a matter of local policy whether any or all such local costs should be borne by the individual teacher, student, or	School districts and States should consider a number of factors when determining how and what to include in an RFP related to insurance. See "What Districts Need to Know About Insurance for Student Devices" for a more detailed examination of insurance in device lending programs.

		parent(s). These local costs shall not be counted as part of the direct or indirect bid price defined in PART V PROPOSAL EVALUATION AND SELECTION. 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. Regardless of the method proposed by the Bidder, the Bidder will describe how it has integrated its protection plan into its overall support plans. All costs associated with the Provider's proposed protection plan shall be counted as part of its bid price and should be incorporated into the Bidder's annual cost proposal defined in PART V PROPOSAL EVALUATION AND SELECTION.	
42	9.6 Asset Management	The Provider will include an online asset management system. The asset management system should	In particular for states, this provision establishes the requirement that the asset management platform allow for authorized access and management control on at

| | | allow the Department and participating schools to view details about all assets (e.g. the portable digital device, network switches, servers, wireless access points, etc.) supplied by the Provider's solution including details such as site location, device assignment, device details and status (e.g. assigned to a user, out for repair, etc). The asset management system should allow querying and reporting capabilities. The asset management system should include necessary security precautions to insure that only authorized personnel access the information contained within the system. In addition, the asset management system should allow for multiple levels of authorized users to allow for, at the minimum, site-, district-, and state-level management. The Bidder must describe all of the data elements that will be included in the online asset management solution, and which data elements would be modifiable for each level of access to provide management functionality while maintaining data security, and which data elements would be dynamic and updated automatically. | least 3 hierarchical levels: site, district, and state. In platforms that the state may need to access, it is important to explicitly state the need. It is not uncommon for platforms to allow for district and school level administration, but some platforms do not consider that a state or regional provider like a service center may be involved in deployment.

Larger school districts, likewise, may find value in additionally intermediate administration levels to accommodate how they provide support and management to their schools. |

| 43 | 9.6.1 Site and District Management | It is not uncommon for school districts to have more than one participating school. Each site should be able to view assets deployed to the site. In addition, schools should be able to utilize the asset manager to assign portable devices to specific students or teachers. Sites and districts should be able to perform management tasks against one, some, or all of its assigned assets. The most common task performed to some or all assets is the assignment of an asset to an individual by entering an ID or other unique identifier into a field reserved for local inventory management. The solution should include a method for a site to import data either directly from the school's student information system or from a simple data file (i.e. .txt, .csv, etc.) in order to update or overwrite site modifiable fields. Inventories will be made available to each site regarding that site's equipment at installation time as part of the installation and acceptance process. | This requirement repeats, to some degree, the functionality referenced in 9.6 regarding multiple levels of administration and the capacity to flexibility to group sites under one administrative login.

More importantly, this section details an important one-time use requirement, that the inventories be available to sites at installation. This requirement was not included in early versions of the RFP, and later the state found that it complicated the acceptance of shipments and installations of wireless networks. As shipments of devices arrived at schools, while schools knew how many devices they had requested at the time of order, they did not necessarily know the exact number of devices intended for their site because the State also allocated service spares that were commonly included in bidder responses to **Section 11.1 Solution Support**. The larger the program, the more likely that individual site managers may not be intimately involved in the overall deployment. By including this requirement, the State was able to establish simpler procedures for local sites to sign off and accept shipments and network installations as complete. |
| 44 | 9.6.2 Transfers | It is common for students (and even teachers) to transfer from one | The larger the school district or certainly for regional/state managed 1:1 programs, since devices |

		participating site to another. The asset management solution must provide a method to easily transfer assignments of assets from one site to another. This method must include active acknowledgement of receipt of assets at a receiving site by an authorized user because the Department requires that districts accept certain fiscal responsibilities related to those assets it is assigned, based on the asset management data.	used in neighboring schools are from the same overall asset pool, this requirement ensures that devices can be easily transferred from one site's asset inventory to another. For programs that include a repair facility as part of the solution or an in-house repair facility, those facilities can be added as locations in the asset management system so that as devices are in need of repair, the devices can be transferred to the repair facility just like to any other school site. This process is critical to maintain a chain of custody and fiscal responsibility for devices.
45	9.6.3 Replacements	The Department expects that for a variety of reasons, a device may require replacement. Bidders must describe how it will provide replacement devices for the term of the Agreement. Replacement devices must be the same as the original device or functionally equivalent and similar enough so that it does not interfere with the intended educational use nor any of the integrated support methods and protocols established by the Bidder to meet the requirements of this RFP.

The online asset management system must include a method that | This provision describes two important requirements. First, that replacement devices are the same or functionally equivalent to the original devices that they do not interfere with the use of the device. Over the course of a multi-year deployment, it is unreasonable to expect that you will finish with the same set of devices you began with. It is also unreasonable to expect that a manufacturer will maintain inventory of two-, three-, and even four-year old devices. Therefore, you want to ensure that when replacements enter your program, they easily integrate into the educational environment and do not require special management.

Second, any replacement device has fiscal impact even if part of an overage/surplus pool of devices provided and included in response to Section 9.5.2 Insurance and Damage. Therefore, it is reasonable that a school district |

		allows schools to request replacement devices. The solution must include the capacity to maintain records of these transactions and an internal workflow that provides the messaging capacity to resolve questions related to a request in order to complete a replacement request. The method must include the capacity to categorize replacement requests (i.e. stolen, dropped, liquid damaged, etc.). Newly introduced devices must be tracked in the asset management system like any other asset, and the introduction of associated device data is the responsibility of the Bidder.	or state will require proper approvals and records of such approvals. Additionally, by including a requirement to allow for categorization of the reason for the replacement allows you to analyze the data to inform potential procedural or policy changes to better manage your investment.
46	9.6.4 Asset History	The online asset management system will provide a comprehensive history for each asset that includes assignment history (i.e. a device may be assigned to more than one student over the course of multiple years or may be transferred from one school to another), device data changes (i.e. in the current program,	By maintaining a history of transactions related to an asset, you enable the capacity to analyze data as described in **Section 9.6.6 Reporting.**

		ethernet addresses (MAC) are changed when logic boards are replaced in devices. This unique address must be updated in the asset management solution), repair history, etc. The asset history for any individual asset must be easily accessible to authorized users.	
Part II | Section 10 Professional Development, Curriculum Integration, and Consultation			
47	10 Professional Development, Curriculum Integration, and Consultation	The Provider will become a partner to the Department of Education, and all professional development activities will be developed in coordination with the Department. The Provider will develop and deliver professional development materials and opportunities under the direct supervision of the Department of Education.	For states or very large school districts, this type of requirement and anticipated partnership is possible, but you should recognize that it is not trivial. States and school districts will need to have dedicated staff to work with vendor staff, and for the vendor, it is not necessarily typical. This type of relationship and work is more expensive. Only states or very large districts (>50,000 students) should consider this type of request.
48	10.1.1 Maine Transition Support	While many of the professionals in Maine schools have many years of experience in MLTI schools, the depth of knowledge and the application of innovative practices vary greatly. Nonetheless, the Department recognizes that the next MLTI solution will require a certain level of basic training regardless of	Maine had a pre-existing program at the time of this RFP. Since there existed a possibility of a change in platform, it was important to ask bidders how they would address that platform change.

		the platform or device. The Bidder must address in its proposal how it plans to transition Maine schools from the existing MLTI solution to its solution. This should include supporting teachers with the migration of files in format that have been created using software included in the current MLTI solution to compatible formats in the Bidder's solution. See Appendix E, State Profiles – Maine for a list of software titles included in the current MLTI solution.	
49	10.2.1 Educator Professional Development		This section provides a detailed description of concerns and challenges that Maine had based on the first ten years of the program. States will need to consider the logistical challenges in attempting to provide professional development opportunities to teachers as well as the significant need to differentiate. Other states will likely have similar challenges. Individual school districts will also have a wide range of needs, but are in a better position to describe their needs as well as to work with a provider to ensure availability of educators to attend or access professional development opportunities.
50	10.2.2 Leadership Professional		Regardless of whether a school district is extending or renewing a pre-existing 1:1 program or beginning a new

	Development		program, professional development for school and district leaders is critical. The amount of change involved in 1:1 learning is significant, and leaders will need support to help them guide their school communities through that change. This is even more pronounced if you add remote learning into the mix.
51	10.2.3 Technical Professional Development		Professional development for IT staff is often overlooked. It should be assumed that the introduction of large quantities of devices used in very different environments will introduce a lot of new technical and management challenges. It is critical to remember that if your IT staff are not properly supported, they will be unable to support your teachers and students, and the entire investment is in peril.
52	10.3 Ownership of Content and Curricula	All new professional development materials produced, including content and curricula, and audio/video recordings of live workshops, and provided by the Provider as a result of this RFP and the resulting Agreement, are owned by the Maine Department of Education. The Department will publish all content, curricula, and recordings under a Creative Commons Attribution license or other appropriate open license whenever possible, but reserves the right to do otherwise. The Bidder	This requirement was included as a complement to the initial introductory language regarding partnership and collaboration between the provider and the state in 10.2. As with the notes on **Section 10.2**, this type of relationship and content ownership is highly unusual, and should only be considered by states and very large school districts.

Be prepared for contract negotiations that will need to sort out intellectual property rights of the resulting professional development resources. Recognize that many assets that may be used likely pre-existed your contract, and are already copyrighted by the vendor, and considering that content to be owned by the state or district as a "work for hire" is not reasonable. |

		should acknowledge its understanding of this requirement and indicate its intent to comply.	

| 53 | Section 11 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 section asks bidders to maintain the solution to the service expectations described in **Section 8 Performance and Quality**. This includes the requirement that no user is without a working device for more than a school day (**Section 8.3 Device Reliability**). It is important to recognize that a warranty alone is insufficient to meet the need, and if the state expected that as part of the cost of the solution, the bidder would provide a comprehensive support package. If classrooms routinely have one or more students without working devices, teachers will abandon preparing lessons and activities that leverage the device. |
| 54 | Section 11 Support and | The Bidder will fully describe the process and plan that will be utilized | In prior deployments of Maine's program, out-of-warranty break/fix processes were not required to |

	Maintenance	whenever a break/fix event (both in-warranty and out-of-warranty) occurs within any aspect of the Provider's solution. This will cover the entire process of repairing or replacing a portable computing device or any of the solution infrastructure. The infrastructure will be defined as switches, servers, LAN devices, remote access devices or any other equipment provided by the vendor.	adhere to the Performance and Quality specification, particularly the "no student is without a functioning device for more than one (1) school day" requirement.Nor were they included in the service plan. As a result, schools were left to find service providers qualified to do the work, and there were no service level agreements in place to ensure a timely repair turnaround. This section requires that the bidder include out-of-warranty repairs in their service offering, and that it also meets the Performance and Quality requirements.

Part II | Section 12 Project Management and Implementation

55	12.1.2 Validation Testing	This will be system testing, in participating schools, that confirms that the solution meets or exceeds the functional requirements, and the performance and reliability specifications as required under the Agreement between the Provider and the Department resulting from this procurement process. This Validation Test will enable the Provider the opportunity to test its equipment in school environments and will assure the Department that the solution is acceptable for production deployment. The test will include up to five (5) schools and	The Validation Testing requirement seeks only a simple acknowledgement from the bidder. During contract negotiations, this allowed the State to negotiate testing certain aspects of the proposed solution to ensure they performed as proposed. If any of those tested aspects of the solution failed, bidders would have an opportunity to fix the issue (i.e. reengineer the solution, upgrade or swap a software package, etc.). If after a reasonable amount of time, typically set forth in the contract as a month, the solution still did not pass, then the state could potentially renegotiate the cost depending on the severity of the failure.

		must be successfully completed by July 19, 2013.	

Part III | **KEY RFP EVENTS**			
56	B. Bidders' Conference	The Sourcing Team will sponsor a Bidders' Conference concerning this RFP beginning at the date and time shown in the timeline above. The Bidders' Conference will be held on the campus of Bowdoin College in Brunswick, Maine, in Daggett Lounge of Thorne Hall. Maps of the Bowdoin College campus can be found at the following web address: http://www.bowdoin.edu/about/campus/maps. All attendees are encouraged to give themselves adequate time to navigate the campus and locate the Bidders' Conference location. The purpose of the Bidders' Conference is to answer and/or field questions, clarify for potential Bidders any aspect of the RFP requirements as needed, and provide supplemental information to assist potential Bidders in submitting responses to the RFP.	While questions were addressed verbally at the Bidders' Conference, the state asked bidders to submit their questions in writing at the event. The state made an audio recording of the event, and used both the audio and written copies of questions to create a written set of questions and answers. This was posted as Amendment 1 to the RFP. Copies of all of the Amendments and other RFP documents are available for download here.

		Although attendance at the Bidders' Conference is not mandatory, it is _strongly encouraged_ that interested Bidders attend.	
57	C. Questions, 2 Summary of Questions and Answers	Responses to all substantive and relevant questions will be compiled in writing and posted at http://www.maine.gov/mlti/rfp no later than seven (7) calendar days prior to the proposal due date. It is the responsibility of the bidder to monitor the web site for responses to written questions. Only those answers issued in writing by the RFP Coordinator will be considered binding. The Department reserves the right to answer or not answer any question received.	One of the requirements of the RFP referenced technical specifications listed on another website managed by the Smarter Balanced Assessment Consortia (SBAC). The referenced specifications were changed by SBAC, and it was discovered by the State on January 7, 4 days prior to the proposal submission deadline. The state issued Amendment 3 to the RFP that clarified that the solutions should meet the newly updated technical specifications. Since this happened within 7 days of the submission due date, the State also amended the due date to allow for a 7 day window.

Part IV | PROPOSAL SUBMISSION REQUIREMENTS

| 58 | B.4.a | Please note that contract history with any of the states on the Sourcing Team, whether positive or negative, may be considered in rating proposals even if not provided by the Bidder. | It is important to recognize that prior knowledge and impressions about a bidder's work performance influences your evaluators. Rather than attempt to create a "jury trial" process where only the evidence presented is used to render a decision, this clearly allows for prior knowledge to influence scoring and evaluation. |

Part VIII	APPENDICES		
59	Appendix A	To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.	Providing a required cover page simplifies things for both the bidder and the evaluators by collecting contact information in a common form. Additionally, the cover page includes language that ensures that the proposal pricing will remain valid for a set amount of time and other assurances that the bidder must affirm by signature.