

MODIFICATION

**State of Maine****Master Agreement****Effective Date:** 07/01/12**Expiration Date:** 06/30/19**Master Agreement Description:** InterCall - Conferencing Calling**Buyer Information**

Arlene Jones

207-287-8588 ext.

ARLENE.B.JONES@MAINE.GOV

**Issuer Information**

JOAN BOLDUC

207-624-9904 ext.

JOAN.BOLDUC@MAINE.GOV

**Requestor Information**

Thomas Howker

207-624-8878 ext.

Thomas.n.howker@maine.gov

**Authorized Departments**

ALL

**Vendor Information****Vendor Line #:** 1**Vendor ID**

VS0000004296

**Vendor Name**

WEST UNIFIED COMMUNICATIONS SERVICES INC

**Alias/DBA**

InterCall, Inc.

**Vendor Address Information**

PO Box 409573

Atlanta, GA 30384-9573

US

**Vendor Contact Information**

Mark Gagnon

843-236-0550 ext.

magagnon@intercall.com

## Commodity Information

**Vendor Line #:** 1

**Vendor Name:** WEST UNIFIED COMMUNICATIONS SERVICES INC

**Commodity Line #:** 1

**Commodity Code:** 91577

**Commodity Description:** InterCall - Conferencing Calling

**Commodity Specifications:** This Master Agreement has been issued for state wide Audio Conference Calling as per the attached Contract Agreement.

**Commodity Extended Description:** Agency to issue DO's against this MA for payments.

<b>Quantity</b> 0.00000	<b>UOM</b>	<b>Unit Price</b> \$0.00
<b>Delivery Days</b>	<b>Free on Board</b>	
<b>Contract Amount</b> \$0.00	<b>Service Start Date</b> 07/01/12	<b>Service End Date</b> 06/30/19
<b>Catalog Name</b>	<b>Discount</b> 0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

### **Commodity Terms and Conditions**

**Vendor Line #:** 1

**Commodity Line #:** 1

**T&C #:** 165

**T&C Name:** Payment Terms

**T&C Details:** Net 30

AdvantageME CT No: \_\_\_\_\_

STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
Agreement to Purchase Services

THIS AGREEMENT, made this 4th day of June, 2012, is by and between the State of Maine, Office of Information Technology, hereinafter called "Department," and InterCall, Inc., located at 8420 W Bryn Mawr, Suite 1100, Chicago, IL 60631, telephone number (843) 236-0550, as contracting agent on behalf of the applicable InterCall affiliate which invoices for the Services, hereinafter called "Provider", for the period of July 1, 2012 to June 30, 2015 (the "Initial Term").

The AdvantageME Vendor/Customer number of the Provider is VS0000004296.

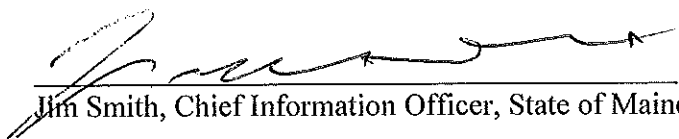
WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish the Services described in Rider A under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

- Rider A - Specifications of Work to be Performed
- Rider B-IT - Payment and Other Provisions
- Rider C – Exceptions to Rider B-IT
- Rider D – Original RFP
- Rider E – Service Description
- Rider F – Not Used
- Rider G – Identification of Country in Which Contracted Work will be Performed

WITNESSETH, that this contract is consistent with Executive Order 17 FY 08/09 or a superseding Executive Order, and complies with its requirements.

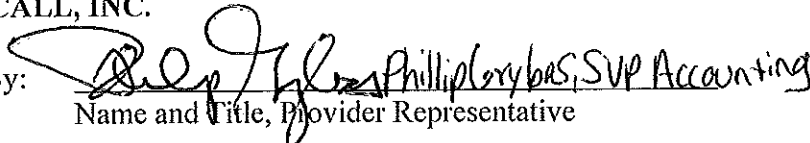
IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in three original copies.

**DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES**

By:   
Jim Smith, Chief Information Officer, State of Maine

and

**INTERCALL, INC.**

By:   
Name and Title, Provider Representative

Total Agreement Amount: \$0.00 (non-encumbered usage based agreement)

Approved: \_\_\_\_\_  
Chair, State Purchases Review Committee  
BP54 (Rev 9/07) – (Rev Rider B-IT 7/15/09)

**RIDER A**  
**SPECIFICATIONS OF WORK TO BE PERFORMED**

The term of the contract shall be 3 years with the option to extend the agreement for two (2) two-year terms upon joint written agreement of the Department and Provider, per the terms of the RFP for Audio Conferencing and Web Conferencing/Meeting Services #201203251. Per the terms of the RFP, this contract may be used by other Maine non-state public entities, at their option, such as the state university system, community college system, county governments, county emergency management units, district attorney offices, municipalities, school systems, etc.

Categories of Service and Additional Services	Per Minute Rate or Per Session Rate	Other Charges (Please Specify)
<b>Audio Conference Calling</b>		
Reservationless-Plus Contiguous U.S. Toll	\$0.016 per minute per participant	Call Bridging Service only. Caller pays LD fee, if any
Reservationless-Plus Contiguous U.S. Toll-Free	\$0.016 per minute per participant	Includes LD Transport and Call Bridging
Operator Assisted Contiguous U.S. Toll	\$0.139 per minute per participant	Call Bridging Service only. Caller pays LD fee, if any
Operator Assisted Contiguous U.S. Toll-Free	\$0.139 per minute per participant	Includes LD Transport and Call Bridging
Premium Operator Assisted Contiguous U.S. Toll	\$0.149 per minute per participant	Call Bridging Service only. Caller pays LD fee, if any. Premium is charged for Operator Assisted calls over 25 participants and/or required a Special Feature (such as Q&A, Polling, etc..)
Premium Operator Assisted Contiguous U.S. Toll-Free	\$0.149 per minute per participant	Includes LD Transport and Call Bridging – Premium is charged for Operator Assisted calls over 25 participants and/or required a Special Feature (such as Q&A, Polling, etc..)
Canada Surcharge	\$0.02 per minute per participant	Surcharge for calling from this region. The Surcharge is added to the rate per minute above according to which service is being used.
Alaska Surcharge	\$0.06 per minute per participant	Surcharge for calling from this region. The Surcharge is added to the rate per minute above according to which service is being used.
Hawaii Surcharge	\$0.06 per minute per participant	Surcharge for calling from this region. The Surcharge is added to the rate per minute above according to which service is being used.

Categories of Service and Additional Services	Per Minute Rate or Per Session Rate	Other Charges (Please Specify)
<b>Other Services or Pricing Options Offered</b>		
Toll-Free Res Plus Phone Playback	\$0.016 per minute per participant	Listen to recorded Reservationless call via Toll-Free Number. Long Distance Transport Included.
Res Plus Stream Playback	\$0.016 per minute per participant	Listen to recorded Reservationless call via computer speakers.
CD/MP3/WAV	\$25 per copy	Copy of recorded conference mailed to customer. Shipping Fee not included (see below for shipping fee)
Standard Domestic Shipping Fee	\$5 per copy	Standard Domestic Shipping is charged when a copy of a recording is requested and is shipped Overnight
FTP/MP3 Download	\$25 per download	Download a recording from the Internet
Encore Digital Replay	\$0.139 per minute per participant or \$20 per Day Minimum Fee	Listen to recorded Operator Assisted call via Toll-Free Number. Long Distance Transport Included. If the per minute charges for a day do not exceed \$20 then there is an adjustment charged to equal \$20 per day.
LeaderView	\$200 per call	View the names of participants of an Operator Assisted conference real time via the Internet
No Show Fee	\$1 per No Show with a 50% Buffer	No Show Fee is charged for Premium Operator Assisted calls when actual attendance is lower than the scheduled number of lines. The buffer allows for some leeway. For example: An Op Asst conference is scheduled for 200 lines, 50% buffer of 200 lines = 100 required lines, if the call only has 90 actual participants then there will be 10 lines charged for No Show. Based on offered cost this would be \$1 per No Show X 10 lines = \$10 no show fee charges for that underbooked conference call.
Res Plus Conference Minimum Fee	Waived	
Res Plus Port Capacity Fee/Monthly Port Plan	Waived	
Res Plus Port Overage Fee	Waived	
Telecom Surcharge	Waived	
Service Support Fee	Waived	
Carrier Cost Recovery Fee	N/A	Not charged
Federal Excise Tax	N/A	Not charged

Categories of Service and Additional Services	Per Minute Rate or Per Session Rate	Other Charges (Please Specify)
Federal Universal Service Fund Contribution ("USF")	Changes quarterly based on FCC rate)	The applicable USF quarterly contribution factor can be found at <a href="http://www.fcc.gov/encyclopedia/contribution-factor-quarterly-filings-universal-service-fund-usf-management-support">http://www.fcc.gov/encyclopedia/contribution-factor-quarterly-filings-universal-service-fund-usf-management-support</a>  The Department will only be charged the applicable USF percentage as specified at the above link, with no mark-up by Provider.
Link to other rates All pricing not set forth herein can be found at Department's InterCall Online Account, at <a href="http://www.intercallonline.com">http://www.intercallonline.com</a>		

**International Pricing**

Country or Territory	Country Code	Res Plus International Toll-Free Rate Special Pricing Surcharge	Res Plus International In-Country Local Dial-In Rate
Argentina	AR	\$0.318	
Australia	AU	\$0.136	\$0.110
Austria	AT	\$0.286	\$0.110
Bahamas	BS	\$0.312	
Belarus	BY	\$0.579	
Belgium	BE	\$0.117	\$0.110
Bermuda	BM	\$0.570	
Bolivia	BO	\$0.838	
Brazil	BR	\$0.175	
British Virgin Islands	VG	\$0.480	
Bulgaria	BG	\$0.416	
Chile	CL	\$0.266	
China	CN	N/A	\$0.25
Colombia	CO	\$0.383	
Costa Rica	CR	\$0.357	
Croatia	HR	\$0.624	
Cyprus	CY	\$0.201	
Czech Republic	CZ	\$0.453	\$0.110
Denmark	DK	\$0.130	\$0.110
Dominican Republic	DO	\$0.274	
Egypt	EG	\$0.440	
El Salvador	SV	\$0.421	

Country or Territory	Country Code	Res Plus International Toll-Free Rate Special Pricing Surcharge	Res Plus International In-Country Local Dial-In Rate
Finland	FI	\$0.123	\$0.110
France	FR	\$0.117	\$0.110
Germany	DE	\$0.104	\$0.110
Greece	GR	\$0.162	
Guam	GU	\$0.499	
Hong Kong	HK	\$0.136	\$0.110
Hungary	HU	\$0.240	\$0.110
Iceland	IS	\$0.318	
India	IN	\$0.318	\$0.25
Indonesia	ID	\$0.305	
Ireland	IE	\$0.195	\$0.110
Israel	IL	\$0.188	
Italy	IT	\$0.123	\$0.110
Jamaica	JM	\$0.283	
Japan	JP	\$0.370	\$0.110
Lithuania	LT	\$0.409	
Luxembourg	LU	\$0.117	\$0.110
Malaysia	MY	\$0.117	
Mexico	MX	\$0.188	
Monaco	MC	\$0.149	
Netherlands	NL	\$0.097	\$0.110
New Zealand	NZ	\$0.149	
Norway	NO	\$0.123	\$0.110
Panama	PA	\$0.357	
Peru	PE	\$0.357	
Philippines	PH	\$0.338	
Poland	PL	\$0.162	
Portugal	PT	\$0.282	\$0.110
Puerto Rico	PR	\$0.231	
Romania	RO	\$0.839	
Russia	RU	\$0.188	
Singapore	SG	\$0.149	\$0.110
Slovakia	SK	\$0.312	
South Africa	ZA	\$0.253	
South Korea	KR	\$0.188	
Spain	ES	\$0.396	\$0.110
St. Kitts	KN	\$0.409	
Sweden	SE	\$0.130	\$0.110
Switzerland	CH	\$0.104	\$0.110
Taiwan	TW	\$0.130	

Country or Territory	Country Code	Res Plus International Toll-Free Rate Special Pricing Surcharge	Res Plus International In-Country Local Dial-In Rate
Thailand	TH	\$0.331	
Tobago	TBG	\$0.332	
Trinidad	TT	\$0.332	
Ukraine	UA	\$0.746	
United Kingdom	UK	\$0.091	\$0.110
Uruguay	UY	\$0.591	
US Virgin Islands	VI	\$0.233	
Venezuela	VE	\$0.324	

**SERVICES ARE CHARGED BY MULTIPLYING ALL INBOUND OR OUTBOUND LEGS OF ALL CONFERENCES BY THE APPLICABLE PER MINUTE RATE. CONFERENCE LEGS TO OR FROM INTERNATIONAL LOCATIONS ARE SUBJECT TO SURCHARGES. THE ABOVE RATE INFORMATION IS NOT INDICATIVE OF ALL SERVICES AND FEATURES AVAILABLE TO DEPARTMENT. ALL FEATURES, SURCHARGES, MINIMUMS, AND CORRESPONDING PRICING CAN BE FOUND AT DEPARTMENT’S INTERCALL ONLINE ACCOUNT OR CAN BE REQUESTED FROM DEPARTMENT’S INTERCALL ACCOUNT REPRESENTATIVE. SUBJECT TO THE TERMS OF THIS AGREEMENT, ANY RATES INDICATED IN THE RATE INFORMATION OF THIS AGREEMENT WILL REMAIN IN EFFECT FOR THE TERM OF THIS AGREEMENT. DEPARTMENT HAS READ AND AGREES TO BE BOUND BY THIS AGREEMENT, INCLUDING THE TERMS AND CONDITIONS ATTACHED HERETO.**

In addition to the rates for the Services, if Provider pays any federal, state, local or other governmental fees based on the Services provided hereunder to the Department, except taxes based on the contractor’s income or property, then such amounts shall be billed and paid by the Department.

**InterCall Service Level Agreement**

The Services shall be provided pursuant to the Service Level Agreement set forth below, attached hereto and incorporated herein by this reference. If Provider fails to meet the same Service Level in three consecutive months or four months within any twelve month period, then Department may terminate this Agreement upon thirty (30) days written notice to Provider without liability, including with respect to any MAC, other than payment for Services rendered prior to the effective date of termination. In the event that Provider does not achieve a Service Level in a month, upon Department’s written request, as the sole and exclusive remedy for any such failure in addition to the termination rights set forth herein, Provider will credit the Department the amount of any call disrupted by Provider’s failure to achieve the Service Level. All claims must be made in writing to Provider within thirty (30) days of the occurrence of the event giving rise to the claim or shall be waived.

Provider will provide the Provider Services in accordance with the following service levels (the “Service Levels”). Service Levels are measured on a monthly basis for all locations. The measurements herein are based on items Provider can control and, therefore, do not include: (i) the acts or omissions of Department's employees, agents, contractors, or vendors, or anyone gaining access to the Services by means of Department's passwords or



equipment; (ii) scheduled maintenance; or (iii) a failure of the Internet and/or carrier defects affecting the Services. Provider constantly monitors Service Levels and provides internal incentives to both its reservations and call execution personnel based on performance.

<b>Area</b>	<b>Sub-Area</b>	<b>Service Level</b>
CALL EXECUTION	Operation Assisted Accuracy	<b>98%</b>
CALL EXECUTION	Enter Modes Service Level	<b>77% - 87% in 90 seconds</b>
RESERVATIONLESS PLUS	*0/00 Response (Reservationless-Plus & Operator Assisted)	<b>80/30 seconds</b>
RESERVATIONS	Accuracy	<b>98%</b>
RESERVATIONS	Service Levels (Event & General)	<b>77% - 87% in 30 seconds</b>
RESERVATIONS	Abandonment Rate	<b>5%</b>
RESERVATIONS	Email Response Time (Event & General)	<b>95% in 12 hours</b>
ACCOUNT MANAGEMENT	Service Level	<b>77% - 87% in 90 seconds</b>
ACCOUNT MANAGEMENT	Abandonment Rate	<b>5%</b>
ACCOUNT MANAGEMENT	Critical Error Accuracy	<b>98%</b>
WEB	Service Level	<b>77% - 87% in 90 seconds</b>
PCS	Recording Availability (Mail transit not included)- CD/Tape	<b>95% in 24 hours</b> During regional business hours
PCS	EDITED Encore/MP3/FTP Availability	<b>95% in 4 hours</b> During regional business hours
PCS	Facts Complete/Participant List Delivery	<b>95% in 4 hours *</b> During regional business hours

Area	Sub-Area	Service Level
PCS	Encore Transcriptions	<b>95% in 24 hours</b> During regional business hours
QUALITY	Initial Response to Department	<b>85%-95% in 4 hours</b> During regional business hours
PLATFORMS	Availability – Reservationless Plus	<b>99.9%+</b>
PLATFORMS	Availability – Operator Assisted	<b>99.9%+</b>

*\* EventPlus and calls with over 500 participants have an extended SL of up to 24 hours.*

**RIDER B-IT****METHOD OF PAYMENT AND OTHER PROVISIONS**

1. **AGREEMENT AMOUNT** \$0.00 – Usage based agreement

2. **INVOICES AND PAYMENTS** The Department will pay the Provider as follows:

Charges for use of Services are invoiced at the end of each billing cycle and payments are due within thirty (30) days after receipt of invoice.

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

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

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

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

- The allowable payment amount from each project milestone payment will be multiplied by ten (10) percent, giving the amount that will be withheld from payment. Ninety (90) percent of the allowable project milestone payment amount will be paid to the Provider.
- The Retainage will be held by the Department until the end of the warranty period.

The charges described in this Agreement are the only charges to be levied by the Provider for the products and services to be delivered by it. There are no other charges to be made by the Provider to the Department, unless they are performed in accordance with the provisions of Section 5, Changes in the Work. The Provider shall maintain documentation for all charges against the Department under this Agreement.

3. **INDEPENDENT CAPACITY** In the performance of this Agreement, the Provider shall act in the capacity of an independent contractor and not as an employee or agent of the State.

**4. AGREEMENT ADMINISTRATOR** The Agreement Administrator is the Department's representative for this Agreement. S/he is the single authority to act on behalf of the Department for this Agreement. S/he shall approve all invoices for payment. S/he shall make decisions on all claims of the Provider. The Provider shall address all contract correspondence and invoices to the Agreement Administrator. The following person is the Agreement Administrator for this Agreement:

Name: T. Howker  
 Title: Office of Information Technology, Contracts and Procurement  
 Address: 26 Edison Drive, 145 State House Station, Augusta, ME 04333-0145  
 Telephone: (207) 624-8878  
 E-mail address: [Thomas.N.Howker@maine.gov](mailto:Thomas.N.Howker@maine.gov)

The following individual is designated as the Program Administrator for this Agreement and shall be responsible for oversight of the programmatic aspects of this Agreement. All project status reports, day to day operational issues and project program material and issues shall be directed to this individual.

Name: Michael Coleman  
 Title: Office of Information Technology, Director of Special Projects  
 Address: 26 Edison Drive, 145 State House Station, Augusta, ME 04333-0145  
 Telephone: (207) 624-7869  
 E-mail address: [Michael.Coleman@maine.gov](mailto:Michael.Coleman@maine.gov)

**5. 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 the execution of the changed work.

**6. SUBCONTRACTORS** The Provider may not enter into any subcontract for the work to be performed under this Agreement without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

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

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

**7. 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 the written approval of the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work under this Agreement.

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

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

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

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

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

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

5. 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.

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

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

9. **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 Provider shall not engage on a full-time, part-time, or any other basis, during the period of this Agreement, any personnel who are, or have been, at any time during the period of this Agreement, in the

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

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

**11. NO SOLICITATION** The Provider certifies 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 of this Agreement. For breach or violation of this provision, the Department shall have the right to terminate this Agreement without liability or, at its discretion, to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**12. ACCOUNTING, RECORDS, AND AUDIT**

1. The Provider shall maintain all books, documents, payrolls, papers, accounting records, and other evidence pertaining to this Agreement, including interim reports and working papers, and make such materials available at its offices at all reasonable times during the period of this Agreement, and for a period of five (5) years following termination or expiration of the Agreement. If any litigation, claim or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims or audit findings involving the agreement have been resolved.
2. Unless the Department specifies in writing a shorter period of time, the Provider agrees to preserve and make available all documents and records pertaining to this Agreement for a period of five (5) years from the date of termination of this Agreement.
3. Records involving matters in litigation shall be kept for one year following the termination of litigation, including all appeals.
4. Authorized Federal and State representatives shall have access to, and the right to examine, all pertinent documents and records during the five-year post-Agreement period. During the five-year post-Agreement period, delivery of, and access to, all pertinent documents and records will be at no cost to the Department.

5. The Provider shall be liable for any State or Federal audit exceptions, if applicable, that arise out of any action, inaction, or negligence by the Provider. In the event of an audit exception for which the Provider is liable, the Provider shall have thirty (30) days to remedy that exception. If the Provider fails to remedy that exception within this time period, the Provider shall immediately return to the Department all payments made under this Agreement which have been disallowed in the audit exception.

6. Authorized State and Federal 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 compromise the work unreasonably.

7. **ACCESS TO PUBLIC RECORDS** As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. 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. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

**13. TERMINATION** The performance of work under this 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 interests of the Department. Any such termination shall be effected by the delivery to the Provider of a Notice of Termination specifying the extent to which the performance of work under this 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.

Upon receipt of the Notice of Termination, the Provider shall:

1. Stop work under this Agreement on the date and to the extent specified in the Notice of Termination;
2. Take such action as may be necessary, or as the Agreement Administrator may direct, for the protection and preservation of the property, information, and data related to this Agreement, which is in the possession of the Provider, and in which the Department has, or may acquire, an interest;

3. Terminate all orders to the extent that they relate to the performance of the work terminated by the Notice of Termination;
4. Assign to the Department in the manner, and to the extent directed by the Agreement Administrator, all of the rights, titles, and interests of the Provider under the orders so terminated, in which case the Department shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders;
5. With the approval of the Agreement Administrator, settle all outstanding liabilities and claims, arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of this Agreement;
6. Transfer title to the Department (to the extent that title has not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Agreement Administrator, equipment and products purchased pursuant to this Agreement, and all files, source code, data manuals, or other documentation, in any form, that relate to all the work completed, or in progress, prior to the Notice of Termination;
7. Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination; and
8. Proceed immediately with the performance of the preceding obligations, notwithstanding any delay in determining or adjusting the amount of any compensation under this section.

Notwithstanding the above, nothing herein shall limit the right of the Department to pursue any other legal remedies against the Provider.

**14. GOVERNMENTAL REQUIREMENTS** The Provider shall comply with all applicable governmental ordinances, laws, and regulations.

**15. GOVERNING LAW** This Agreement shall be governed by, interpreted, and enforced in accordance with the laws, statutes, and regulations of the State of Maine, without regard to conflicts of law provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods and of the Uniform Computer Information Transactions Act shall not apply to this Agreement. Any legal proceeding against the Department regarding this Agreement shall be brought in the State of Maine in a court of competent jurisdiction.

**16. STATE HELD HARMLESS** The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

**17. LIMITATION OF LIABILITY** The Provider’s liability for damages sustained by the Department as the result of Provider’s default or acts or omissions in the performance of work under this Agreement, whether such damages arise out of breach, negligence, misrepresentation, or otherwise, shall be no greater 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, then the Provider would be liable for no more than \$25,000,000. For purposes of this subsection, the term "Product" would typically include the following, but not be limited to, Materials, Source Code, Machine Code, and Licenses.

Notwithstanding the above, Provider shall not be liable for any indirect or consequential damages.

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

**19. APPROVAL** This Agreement must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid enforceable document.

**20. INSURANCE REQUIREMENTS** The Provider shall procure and maintain, for the duration of the Agreement, insurance against claims for injuries to persons, or damages to property, which may arise from, or in connection with, the fulfillment of this Agreement by the Provider, its agents, representatives, employees, or Subcontractors.

**1. Minimum Coverage**

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

**2. Other Provisions** Unless explicitly waived by the Department, the insurance policies should contain, or be endorsed to contain, the following provisions:

1. The Provider's insurance coverage shall be the primary insurance. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.
2. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. The Provider shall furnish the Department with certificates of insurance and with those endorsements, if any, effecting coverage required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Agreement commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.

4. All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason including nonpayment.

21. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the Department does not receive sufficient funds to pay for the work to be performed under this Agreement, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

22. **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.

23. **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-IT (except for expressed exceptions to Rider B-IT included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

24. **FORCE MAJEURE** Either party may be excused from the performance of an obligation under this Agreement in the event that performance of that obligation by a 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, 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. Upon the occurrence of an event of force majeure, the time period for performance of the obligation excused under this section shall be extended by the period of the excused delay, together with a reasonable period, to reinstate compliance with the terms of this Agreement.

25. **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 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.

## 26. **INTERPRETATION OF THE AGREEMENT**

1. **Reliance on Policy Determinations** The Department shall determine all program policy. The Provider may, from time to time, request the Department to make policy determinations, or to issue operating guidelines required for the proper performance of this Agreement, and the Agreement Administrator shall respond in writing in a timely manner. The Provider shall be entitled to rely upon,

and act in accordance with, such written policy determinations and operating guidelines, unless subsequently amended, modified, or changed in writing by the Department, and shall incur no liability in doing so unless the Provider acts negligently, maliciously, fraudulently, or in bad faith. Nothing contained in this Agreement, or in any agreement, determination, operating guideline, or other communication from the Department shall relieve the Provider of its obligation to keep itself informed of applicable State and Federal laws, regulations, policies, procedure, and guidelines, to be in complete compliance and conformity therewith.

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

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

27. **PERIOD OF WORK** Work under this Agreement shall begin no sooner than the date on which this Agreement has been fully executed by the parties and approved by the Controller and the State Purchases Review Committee. Unless terminated earlier, this Agreement shall expire on the date set out on the first page of this Agreement, or at the completion and acceptance of all specified tasks, and delivery of all contracted products and services as defined in this Agreement, including performance of any warranty and/or maintenance agreements, whichever is the later date.

28. **NOTICES** All notices under this Agreement shall be deemed duly given: 1) upon delivery, if delivered by hand against receipt, or 2) five (5) business days following posting, if sent by registered or certified mail, return receipt requested. Either party may change its address for notification purposes by giving written notice of the change and setting forth the new address and an effective date.

29. **ADVERTISING AND PUBLICATIONS** The Provider shall not publish any statement, news release, or advertisement pertaining to this Agreement without the prior written approval of the Agreement Administrator. Should this Agreement be funded, in whole or in part, by Federal funds, then in compliance with the Steven's Amendment, it will be clearly stated when issuing statements, press releases, requests for proposals, bid solicitations, and other documents: (1) the percentage of the total cost that was financed with Federal moneys; and (2) the dollar amount of Federal funds.

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

31. **LOBBYING**

1. **Public Funds** No Federal or State-appropriated funds shall be expended by the Provider for influencing, or attempting to influence, an officer or employee of any agency, a member of Congress or State Legislature, an officer or employee of Congress or State Legislature, or an employee of a member of Congress or State Legislature, in connection with any of the following covered actions: the awarding of any agreement; the making of any grant; the entering into of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any agreement, grant, or cooperative

agreement. Signing this Agreement fulfills the requirement that Providers receiving over \$100,000 in Federal or State funds file with the Department on this provision.

2. **Federal Certification** Section 1352 of Title 31 of the US Code requires that funds appropriated to a Federal agency be subject to a requirement that any Federal Provider or grantee (such as the Department) certifies that no Federal funds will be used to lobby or influence a Federal officer or member of Congress.

The certification the Department has been required to sign provides that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall verify and disclose accordingly. The certification also requires the completion of Federal lobbying reports and the imposition of a civil penalty of \$10,000 to \$100,000 for failing to make a required report. As a sub-recipient, the Provider understands and agrees to the Federal requirements for certification and disclosure.

3. **Other Funds** If any non-Federal or State funds have been or will be paid to any person in connection with any of the covered actions in this section, the Provider shall complete and submit a "Disclosure of Lobbying Activities" form to the Department.

### **32. PROVIDER PERSONNEL**

1. The parties recognize that the primary value of the Provider to the Department derives directly from its Key Personnel assigned in the performance of this Agreement. Key Personnel are deemed to be those individuals whose résumés were offered by the Provider in the Proposal. Therefore, the parties agree that said Key Personnel shall be assigned in accordance with the time frames in the most recent mutually agreed upon project schedule and work plan, and that no re-deployment or replacement of any Key Personnel may be made without the prior written consent of the Agreement Administrator. Replacement of such personnel, if approved, shall be with personnel of equal or greater abilities and qualifications.

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

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

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

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

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

34. **PATENT, COPYRIGHT, AND OTHER PROPRIETARY RIGHTS**

1. The Provider certifies that all services, equipment, software, supplies, and any other products provided under this Agreement do not, and will not, infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any claim by a third party against the Department, the Department shall promptly notify the Provider and the Provider, at its expense, shall defend, indemnify, and hold harmless the Department against any loss, cost, expense, or liability arising out of such claim, including reasonable attorney fees.

2. The Provider may not publish or copyright any data without the prior approval of the Department. The State and the Federal Government, if applicable, 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.

35. **PRODUCT WARRANTY** The Provider expressly warrants its products and services for one full year from their final written acceptance by the Department. The responsibility of the Provider with respect to this warranty is limited to correcting deficiencies in any deliverable using all the diligence and dispatch at its command, at no additional cost to the Department. The Provider is also responsible for correcting and/or updating any documentation affected by any operational support performed under this warranty provision.

36. **OPPORTUNITY TO CURE** The Agreement Administrator may notify the Provider in writing about the Department's concerns regarding the quality or timeliness of a deliverable. Within five (5) business days of receipt of such a notice, the Provider shall submit a corrective action plan, which may include the commitment of additional Provider resources, to remedy the deliverable to the satisfaction of the Agreement Administrator, without affecting other project schedules. The Department's exercise of its rights under this provision shall be not be construed as a waiver of the Department's right to terminate this Agreement pursuant to Section 13, Termination.

37. **COVER** If, in the reasonable judgment of the Agreement Administrator, a breach or default by the Provider is not so substantial as to require termination, and reasonable efforts to induce the Provider to cure the breach or default are unavailing, and the breach or default is capable of being cured by the Department or by another contractor without unduly interfering with the continued performance by the Provider, then the Department may provide or procure the services necessary to cure the breach or default, in which event the Department shall withhold from future payments to the Provider the reasonable costs of such services.

38. **ACCESSIBILITY** All IT products must be accessible to persons with disabilities, and must comply with the State Accessibility Policy and the Americans with Disabilities Act. All IT applications must comply with the Computer Application Program Accessibility Standard (Maine.gov/oit/accessiblesoftware). All IT

applications and contents delivered through web browsers must comply with the Website Standards (Maine.Gov/oit/webstandard) and the Website Accessibility Policy (Maine.Gov/oit/accessibleweb).

**39. STATE IT POLICIES** All IT products and services delivered as part of this Agreement must conform to the State IT Policies, Standards, and Procedures (Maine.Gov/oit/oitpolicies) effective at the time this Agreement is executed

**40. CONFIDENTIALITY**

1. All materials and information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal, written, electronic, or any other format, shall be regarded as confidential information.
2. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Agreement.
3. In the event of a breach of this confidentiality provision, the Provider shall notify the Agreement Administrator immediately.
4. The Provider shall comply with the Maine Public Law, Title 10, Chapter 210-B (Notice of Risk to Personal Data Act).

**41. OWNERSHIP**

1. All data (including Geographical Information Systems data), notebooks, plans, working papers and other works produced, and equipment and products purchased in the performance of this Agreement are the property of the Department, or the joint property of the Department and the Federal Government, if Federal funds are involved. The State (and the Federal Government, if Federal funds are involved) shall have unlimited rights to use, disclose, duplicate, or publish for any purpose whatsoever all information and data developed, derived, documented, or furnished by the Provider under this Agreement, or equipment and products purchased pursuant to this Agreement. The Provider shall furnish such information and data, upon the request of the Department, in accordance with applicable Federal and State laws.
2. Upon termination of this Agreement for any reason, or upon request of the Department, the Provider agrees to convey to the Department good titles to purchased items free and clear of all liens, pledges, mortgages, encumbrances, or other security interests.

**42. CUSTOM SOFTWARE** For all custom software furnished by the Provider as part of this agreement, the following terms and conditions shall apply:

1. The Department shall own all custom software. The Department shall grant all appropriate Federal and State agencies a royalty-free, non-exclusive, and irrevocable license to reproduce, modify, publish, or otherwise use, and to authorize others to do so, all custom software. Such custom software

shall include, but not be limited to, all source, object and executable code, operating system instructions for execution, data files, user and operational/administrative documentation, and all associated administrative, maintenance, and test software that are relevant to this Agreement.

2. A fundamental obligation of the Provider is the delivery to the Department of all ownership rights to the complete system, free of any claim or retention of rights thereto by the Provider. The Provider acknowledges that this system shall henceforth remain the sole and exclusive property of the Department, and the Provider shall not use or describe such software and materials without the written permission of the Department. This obligation to transfer all ownership rights to the Department on the part of the Provider is not subject to any limitation in any respect.

**43. OFF-THE-SHELF (OTS) SOFTWARE** For all OTS software purchased by the Provider as part of this Agreement, the following terms and conditions shall apply.

1. This Agreement grants to the Department a non-exclusive and non-transferable license to use the OTS software and related documentation for its business purposes. The Department agrees that the Provider may, at its own expense, periodically inspect the computer site in order to audit the OTS software supplied by the Provider, installed at the Department's site, at mutually agreed upon times. In the event that a separate license agreement accompanies the OTS software, then the terms of that separate license agreement supersede the above license granted for that OTS software.

2. This Agreement does not transfer to the Department the title to any intellectual property contained in any OTS software. The Department will not decompile or disassemble any OTS software provided under this Agreement, or modify any OTS software that bears the copyright notice of a third party. The Department will make and maintain no more than one archival copy (for back-up purpose) of each OTS software, and each copy will contain all legends and notices, and will be subject to the same conditions and restrictions as the original.

3. If the CPU on which any OTS software is licensed becomes temporarily unavailable, use of such OTS software may be temporarily transferred to an alternative CPU until the original CPU becomes available.

**44. SOFTWARE AS A SERVICE** When the software is fully owned, hosted, and operated by the Provider, and the Department uses said software remotely over the Internet, the following terms and conditions shall apply:

1. The Provider, as depositor, shall enter into an escrow contract, upon terms acceptable to the Department, with a recognized software Escrow Agent. The escrow contract must provide for the Department to be an additional party/beneficiary. The Provider shall deposit with the Escrow Agent the software, all relevant documentation, and all of the Department's data, and all updates thereof (the "Deposit Materials"), in electronic format. Deposits will occur no less frequently than once a month.

2. The escrow contract shall provide for the retention, administration, and controlled access of the Deposit Materials, and the release of the Deposit Materials to the Department, upon receipt of a joint written instruction from the Department and the Provider, or upon receipt of written notice from the Department that:

a. The Provider has failed to carry out its obligations set forth in the this Agreement; or

- b. A final, non-appealable judicial determination that the Provider has failed to continue to do business in the ordinary course; or
  - c. The Provider has filed a voluntary petition in bankruptcy, or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, or becomes subject to an involuntary petition in bankruptcy, which petition or proceeding is not dismissed or unstayed within sixty (60) days from the date of filing; or
  - d. The Provider is in material breach of its maintenance and support obligations and has failed to cure such breach within thirty (30) days from the date of receipt by the Provider of written notice of such breach; or
  - e. A condition has occurred that materially and adversely impacts the Provider’s ability to support the software and the Provider has failed to cure such condition within thirty (30) days from the date of receipt by the Provider of written notice of such condition.
3. The Provider is responsible for all fees to be paid to the Escrow Agent.
  4. The Escrow Agent may resign by providing advance written notice to both the Department and the Provider at least thirty (30) calendar days prior to the date of resignation. In such an event, it is the obligation of the Provider to establish a new escrow account with a new Escrow Agent.

**45. THIS ITEM IS INTENTIONALLY LEFT BLANK**

**46. THIS ITEM IS INTENTIONALLY LEFT BLANK**

**47. 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 this Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this Agreement, or to exercise an option or election under this Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option, or election, but the same shall continue in full force and effect. Use of one remedy shall not waive the Department’s right to use other remedies. Failure of the Department to use a particular remedy for any breach shall not be deemed as a waiver for any subsequent breach. No waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedies under this Agreement.



## RIDER C

EXCEPTIONS TO RIDER B-IT

*The terms of this Rider C shall govern and control in case of conflict with Rider B-IT.*

MODIFICATIONS (Sections to be modified to the version set forth below):

**2. INVOICES AND PAYMENTS** The Department will pay the Provider as follows:

Charges for use of Services are invoiced at the end of each billing cycle and payments are due within thirty (30) days from the date of invoice, as directed on the invoice.

Invoices for payment, submitted on forms approved by the Department, shall be submitted to the Agreement Administrator. Invoices shall contain sufficient detail to allow proper cost allocation and shall be accompanied by supporting documentation, either electronically or via paper invoice for a fee. No invoice will be processed for payment until approved by the Agreement Administrator. All invoices require the following:

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

The Provider shall maintain documentation for all charges against the Department under this Agreement.

Unpaid amounts will be subject to interest or a late fee based on Provider's standard policy or the maximum legally allowable amount, whichever is lower. Department must notify Provider of any billing disputes within thirty (30) days from the date of the invoice, otherwise Department hereby agrees to such charges and Provider will not be subject to making adjustments.

**3. INDEPENDENT CAPACITY** In the performance of this Agreement, the Provider shall act in the capacity of an independent contractor and not as an employee or agent of the State. This Agreement is for the sole benefit of Department and Provider and its affiliates and is not intended to, nor shall it be construed to, create any right or confer any benefit on any other party.

**6. SUBCONTRACTORS** Provider shall provide advanced written notice to Department in the event Provider intends to use a subcontractor that will have access to Department's Confidential Information.

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

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

**7. SUBLETTING, ASSIGNMENT OR TRANSFER** Neither party may assign this Agreement in whole or in part without the prior written consent of the other party; provided that either party may freely assign this Agreement to an affiliate or in conjunction with a sale of all or substantially all of its assets, or a merger or similar transaction but any such assignment shall not relieve the assigning party of its obligations hereunder.

**12. ACCOUNTING, RECORDS, AND AUDIT**

1. The Provider shall maintain all books, documents, payrolls, papers, accounting records, and other evidence pertaining to this Agreement, including interim reports and working papers, for a period of five (5) years following termination or expiration of the Agreement. If any litigation, claim or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims or audit findings involving the agreement have been resolved.
2. Unless the Department specifies in writing a shorter period of time, the Provider agrees to preserve and make available all documents and records pertaining to this Agreement for a period of five (5) years from the date of termination of this Agreement.
3. Records involving matters in litigation shall be kept for one year following the termination of litigation, including all appeals.
4. Not more than once per year, subject to the confidentiality provisions herein and upon reasonable advance written notice, Department has the right to audit Provider's books and records related to the charges on Department's account at Provider's premises. If any such audit or inspection requires access to confidential information of Provider's other clients, suppliers or agents, such portion of the audit may only be conducted by Department's nationally recognized independent third party auditors. Department shall bear the costs of any such audit. The parties agree that any discrepancy in the amount owed or paid for the Services discovered by the audit shall be promptly paid and in no case later than 30 days of discovery.
5. **ACCESS TO PUBLIC RECORDS** As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. 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. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

**13. TERM AND TERMINATION** The Initial Term of this Agreement is set forth on the first page of this Agreement. This Agreement may thereafter renew without interruption for successive two (2) year periods ("Renewal Term"), upon mutual written agreement of the parties at least thirty (30) days before the beginning of any Renewal Term. For purposes of this Agreement, "Term" means the Initial Term and all Renewal Terms. The term of each Order Form, if any, shall be governed by such Order Form and shall continue for the term of the Order Form notwithstanding any termination of this Agreement. The termination of any Order Form shall not otherwise effect the Term of this Agreement.

This Agreement or any Order Form may be terminated by the non-breaching party upon a breach by the other party of a material provision of this Agreement or the relevant Order Form and such breach is not cured within sixty (60) days after written notice. This Agreement may be terminated by Department without cause and for convenience upon ninety (90) days prior written notice to Provider. For the avoidance of doubt, Order Forms may not be terminated for convenience. If Department terminates this Agreement or any Order Form for cause, Provider will reimburse Department for any applicable amounts prepaid by Department and Department shall be relieved of any Minimum Annual Commitment (MAC) (if any) related to the terminated Agreement or Order Form. Otherwise, upon any termination of this Agreement or any Order Form, including termination of this Agreement for convenience, Department shall pay for: all Services rendered up to the date of termination, any amount due under any Order Form, and any Minimum Annual Commitment (MAC) (if any) shortfall. All use of Services after termination of this Agreement (for cause, upon expiration or otherwise) shall be pursuant to Provider's Terms of Use set forth at [www.InterCall.com](http://www.InterCall.com) and may be billed at Provider's standard rates, at Provider's sole discretion.

Upon receipt of a Notice of Termination, the Provider shall:

1. Stop work under this Agreement on the date and to the extent specified in the Notice of Termination;
2. Take such action as may be necessary, or as the Agreement Administrator may direct, for the protection and preservation of the property, information, and data related to this Agreement, which is in the possession of the Provider, and in which the Department has, or may acquire, an interest;
3. In the event of a termination for cause by Department, terminate all orders to the extent that they relate to the performance of the work terminated by the Notice of Termination;

Notwithstanding the above, nothing herein shall limit the right of the Department to pursue any other legal remedies against the Provider.

**16. STATE HELD HARMLESS** This section is modified by adding the following:

Provider shall indemnify Department from any and all third party claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorneys' fees, which arise out of or result from any third party claim against Department that Provider's Services infringe a United States patent,

copyright, trademark or other similar property right; provided that, Provider will have no indemnity obligation arising from: (1) Department's negligence, breach of the Agreement or alteration of the Services; (2) Services that are based upon information, design, specifications, directions, instruction, software, data, or material not furnished by Provider; (3) combination of the Provider Services with any item not provided by Provider; or (4) Third Party Services. If such a claim is or is likely to be made, Provider will, at its own expense and sole discretion, exercise one or more the following remedies: (1) obtain for Department the right to continue to use, the Provider Services consistent with this Agreement; (2) modify the Provider Services so they are non-infringing and in compliance with this Agreement; (3) terminate the applicable Services without liability for such termination other than the ongoing indemnity obligation hereunder. The foregoing states the entire obligation of Provider and its suppliers, and the exclusive remedy of Department, with respect to infringement of proprietary rights.

## **17. LIMITED WARRANTY AND LIMITATION OF LIABILITY**

**17.1 Limited Warranty.** EXCEPT AS OTHERWISE PROVIDED HEREIN, DEPARTMENT UNDERSTANDS AND AGREES THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE"; AND PROVIDER AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.

**17.2 Limitation of Liability.** IN NO EVENT WILL PROVIDER, OR ITS SUPPLIERS OR AFFILIATES, BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA OR PROFITS, OR COST OF COVER ARISING OUT OF, OR RESULTING FROM THE SERVICES, THIS AGREEMENT OR ANY ORDER FORM REGARDLESS OF THE LEGAL THEORY OF RECOVERY, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PROVIDER'S MAXIMUM CUMULATIVE LIABILITY AND DEPARTMENT'S EXCLUSIVE REMEDY FOR ANY CLAIMS WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATED TO SERVICES OR THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY DEPARTMENT TO PROVIDER FOR THE SERVICES DURING THE YEAR IMMEDIATELY PRECEDING ANY SUCH CLAIM.

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

**20. INSURANCE REQUIREMENTS** The Provider shall procure and maintain, for the duration of the Agreement, insurance against claims for injuries to persons, or damages to property, which may arise from, or in connection with, the fulfillment of this Agreement by the Provider, its agents, representatives, employees, or Subcontractors.

### **1. Minimum Coverage**

1. Commercial general liability (including products, completed operations, and broad-form contractual): \$1,000,000 per occurrence;
2. Workers' Compensation and employer's liability: as required by law;

- 3. Professional liability: \$1,000,000; and
- 4. Property (including contents coverage for all records maintained pursuant to this Agreement): \$1,000,000 per occurrence.

2. **Other Provisions** Unless explicitly waived by the Department, the insurance policies should contain, or be endorsed to contain, the following provisions:

- 1. The Provider's insurance coverage shall be the primary insurance. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it, where permitted by the applicable policy.
- 2. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, where permitted by the applicable policy.
- 3. The Provider shall furnish the Department with certificates of insurance and with those endorsements, if any, effecting coverage required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf.
- 4. All policies should contain a revised cancellation clause allowing notice to the Department in accordance with the certificate of insurance in the event of cancellation for any reason including nonpayment.

27. **PERIOD OF WORK** Work under this Agreement shall begin no sooner than the date on which this Agreement has been fully executed by the parties and approved by the Controller and the State Purchases Review Committee. Unless terminated earlier, this Agreement shall expire on the date set out on the first page of this Agreement.

32. **PROVIDER PERSONNEL**

- 1. The parties recognize that the primary value of the Provider to the Department derives directly from its Key Personnel assigned in the performance of this Agreement. Key Personnel are deemed to be those individuals whose résumés were offered by the Provider in the Proposal, if any. Therefore, the parties agree that said Key Personnel shall be assigned in accordance with the time frames in the most recent mutually agreed upon project schedule and work plan, and that no re-deployment or replacement of any Key Personnel may be made without the prior written notice to the Agreement Administrator. Replacement of such personnel, if approved, shall be with personnel of equal or greater abilities and qualifications.
- 2. The Department shall retain the right to reject any of the Provider's employees whose abilities and qualifications, in the Department's judgment, are not appropriate for the performance of this Agreement. In considering the Provider's employees' abilities and qualifications, the Department shall act reasonably and in good faith.

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

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

5. During the course of this Agreement, the Department reserves the right to require a background check on any of the Key Personnel.

#### 40. CONFIDENTIALITY

1. Confidential Information shall mean information that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use ("Confidential Information"). Confidential Information includes, without limitation, the terms of this Agreement; business strategies; marketing plans; industry and competitive information; technology; pricing; employee information; and financial information but shall not include any information (i) independently developed by a party, (ii) generally available to the public other than by a party's breach of this Agreement, (iii) already known by a party at time of disclosure to that party, or (iv) rightfully received from a third party without restriction on disclosure or an obligation of confidentiality running directly or indirectly to the other party.

2. Each party to this Agreement agrees to use commercially reasonable efforts to protect against unauthorized disclosure of all Confidential Information of the other party. The parties agree that all Confidential Information shall be disclosed only to those affiliates, employees, suppliers and advisors on a need-to-know basis and who agree to be bound by confidentiality terms and conditions at least as stringent as those herein. Upon termination of this Agreement, each party shall, upon request, promptly return or destroy the other party's Confidential Information except as may be required for backup, disaster recovery or business continuity and in such case the obligations hereunder shall survive until such Confidential Information is destroyed. Nothing shall prevent or prohibit the receiving party from providing access to Confidential Information as may be required by law, rule or regulation provided that the receiving party gives as much notice as is reasonably practical and provides reasonable assistance to the disclosing party in challenging the disclosure so required by law, rule or regulation. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Agreement.

3. The Provider shall comply with the Maine Public Law, Title 10, Chapter 210-B (Notice of Risk to Personal Data Act).

**EXCEPTION (Section to be deleted in its entirety):**

**44. SOFTWARE AS A SERVICE**

**ADDITIONS (Sections to be added in their entirety):**

**48. SURVIVAL** The following sections shall survive any termination of this Agreement: Termination, Responsibility for Department's Account, Responsibility for Content of Communication, Minimum Annual Commitment, Limited Warranty, Indemnification, Limitation of Liability, Confidentiality and Miscellaneous.

**50. LICENSE** Subject to Department's compliance with the terms and conditions of this Agreement, Provider hereby grants Department and its invitee participants a non-exclusive license during the Term to use the Services. Except as specifically set forth herein, Provider or its suppliers retain all right, title, and interest, including all intellectual property rights, relating to or embodied in the Services, including without limitation all technology, telephone numbers, web addresses, software, or systems relating to the Services. Department agrees not to reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any software related to the Services. Use of Third Party Services is subject to the license agreement of such provider. Other than using the Services for conferences or meetings in which Department is an active participant, Department may not resell the Services or otherwise generate income from the Services.

**51. RESPONSIBILITY FOR DEPARTMENT'S ACCOUNTS.** Department is responsible for maintaining the confidentiality of Department's accounts, owner numbers, conference codes, passwords and personal identification numbers used in conjunction with the Services and for all uses of the Services in association with Department's accounts whether or not authorized by Department. Department agrees to immediately notify Provider of any unauthorized use of Department's account of which Department becomes aware.

**52. RESPONSIBILITY FOR CONTENT OF COMMUNICATION.** Department is the sole owner and is solely responsible for all content provided to Provider and the content of all communications (visual, written or audible) using Department's accounts. Department shall comply with all laws, rules and regulations while using the Services; shall not transmit any communication that violates any law, rule, or regulation; shall not violate any third party rights in using the Services; and shall not use the Services in any way that damages Provider's property or interferes with or disrupts Provider's system or other users. Although Provider is not responsible for any such communications, Provider may suspend any such communications of which Provider is made aware. Use of the conference recording feature or taping any use of the Services by Department may subject Department to laws or regulations and Department is solely responsible for and obligated to provide any required notification to participants prior to commencement of said conference. Department acknowledges and agrees that Provider has not and is not expected to provide Department with any analysis, interpretation or advice regarding Department's compliance with the above and does not control Department's content nor guarantee the accuracy, integrity, security or quality of Department's content.

**53. MESSAGE DELIVERY SERVICES** If Department uses Services to send fax, email, phone, text, SMS, or other messages ("Messages") to any recipients (the "Recipients") as a condition for using such Services, Department represents and warrants: (a) that it will not make any automated outdials to induce the purchase of goods or services or to solicit a charitable contribution; and (b) it has the legal right to send all Messages to the Recipients (including obtaining any required consents from the Recipients) and the content, timing and purpose of all Messages, campaigns and programs are in compliance with all applicable laws, rules

and regulations; and (c) that Department is the sender of all Messages and Provider is merely acting at Department's direction as the broadcaster of the Messages.

**54. GOVERNMENTAL AGENCIES** Use of the Services by the United States Government or other governmental agencies shall be as "restricted computer software" or "limited rights data" as set forth in 48 CFR 52.227-14, or as "commercial computer software" or "commercial computer software documentation" under DFARS 252.227-7202, or under such other similar applicable terms and conditions to prevent the transfer of rights in and to the technology to the government or such agency other than under normal commercial licensing terms and conditions. Contractor/manufacturer is Provider, Inc., 8420 W. Bryn Mawr Ave., Suite 400, Chicago, IL 60631.

**55. AFFILIATES** Department affiliates shall mean any legal entities that are Agencies of the Maine State Government outside of the Executive Branch such as Secretary of State, Office of the State Treasurer, Office of the Attorney General, Office of the State Auditor; Authorities such as the Maine Turnpike Authority; or are Maine non-state public entities such as the University of Maine System, Maine State Community College System, county governments, county emergency management units, district attorney offices, municipalities and school systems. Department affiliates may place orders with Provider, execute Order Forms with Provider, or otherwise use the Services (in each case a "Purchase") pursuant to the terms and conditions of this Agreement, only upon execution of a separate agreement with Provider, and in such case, Provider agrees that such Department affiliate will be responsible for its own obligations, including, but not limited to, all charges incurred in connection with such Purchase.

**56.** The Agreement may be executed by fax, in any number of counterparts, all of which shall be considered an original and may be evidenced by a fax or scanned electronic (e.g. .pdf, .tif) copy. Notices may be sent via mail, fax or email to the information on the face page of this Agreement, the billing or remit to information, or any update thereto. All termination and non-renewal notices must be sent in writing to Provider via e-mail to [terminations@Provider.com](mailto:terminations@Provider.com) or via facsimile to (706) 634-4270. The parties agree that this Agreement is to be written in English only.



RIDER D

**State of Maine  
Office of Information Technology  
Request for Proposals (RFP) # 201203251  
Audio Conferencing and Web Conferencing/Meeting Services**

**Summary**

The State of Maine, Office of Information Technology is seeking bids from qualified vendors for audio conference calling services and web conferencing services. The State seeks the best available pricing and service features for these services. Bidders must propose to provide either or both services and warranty the services for firm fixed rates. A bidder may choose to partner with another qualified bidder or bidders where the services offered by the lead bidder do not fulfill all of the State's requirements.

The State reserves the right to purchase any or none of the products/services proposed in this RFP. The State also reserves the right to split the award between multiple vendors at its sole option. Further, the State reserves the right to use alternate services if in its sole judgment those services are advantageous to the State of Maine.

The State of Maine has approximately 12,000 employees. These services shall be used by the State to communicate internally and to communicate with other non-State business interests. The contract resulting from this RFP may be used by other Maine non-state public entities, at their option, such as the state university system, community college system, county governments, county emergency management units, district attorney offices, municipalities, school systems, etc.

The State of Maine has an agreement in place for audio and web conferencing. The State seeks to update the service offering, lower the existing rates in effect and provide improved audio and web conferencing services to the State of Maine.

The State of Maine currently has over 50 named user licenses for Adobe Connect™, a vendor hosted web meeting service. The State anticipates that the number of named user licenses will increase over the term of the agreement.

**RFP Timetable**

Activity	Contact	Issue/Due Date
RFP Issue	Acquiring office	March 19, 2012
Deadline for Written Questions	Acquiring office	March 27, 2012
Response to Written Questions	Acquiring office	March 29, 2009
Proposal Due	Division of Purchases	April 10, 2012 @ 2:00 PM local time

No bidder's conference is anticipated. If any RFP timetable dates in the above table are adjusted all companies requesting the RFP will be notified.

No Best and Final Offers: The State of Maine will not seek a best and final offer (BAFO) from any bidder in this procurement process. All bidders are expected to provide their best value pricing with the submission of their proposal.

**Acquiring Office**

This RFP is being issued by the State of Maine Office of Information Technology. All communications and questions regarding this RFP will be dispersed to all other bidders and must be submitted in writing to the following individual:

Michael Coleman  
 Director of Special Projects  
 Office of Information Technology  
 State of Maine  
 26 Edison Drive  
 State House Station 145  
 Augusta, ME 04333-0145  
[Michael.Coleman@maine.gov](mailto:Michael.Coleman@maine.gov)

**Proposal Rules**

Proposal responses must be delivered to the State Division of Purchases at the address below on or before the date presented. Proposals that are late will not be considered.

RFP for Audio Conferencing and Web Conferencing Services #201203251  
Division of Purchases  
111 Sewall Street  
Burton M. Cross Building, 4th Floor  
9 State House Station  
Augusta, Maine 04333-0009

All costs associated with proposal preparation and submission shall be borne by the bidder. Per State of Maine procurement regulations, all proposals, correspondence and any other media submitted related to this RFP will be considered public information when the award decision is announced. The State makes no representation that it can or will maintain confidentiality of such information.

**Contract**

The winning bidder(s), after contract negotiation, will be required to sign a State of Maine Agreement to Purchase Services; BP54 EO-IT; <http://maine.gov/purchases/info/forms/BP54%20EO-IT.doc>.

The term of the contract(s) shall be two years with the option to extend the agreement, by mutual agreement for two (2) two-year terms.

**Audio Conferencing**

Teleconferencing service with capacity to support an audio conference of a minimum of 100 participants without service blockage or audio degradation is required. While uncommon, calls of this size may occur. Most calls will be between 5 and 15 participants. Conference service must support a call moderator function with authority to be master controller of the call. The call management functions must support mute/unmute for participants by the moderator either individually or by participant level. Conference service must have operator assistance as an available optional feature if the moderator encounters issues, or to take roll-calls if required. Conferences with over 100 participants may be requested with prior arrangements.

Reservations - There shall be no requirement for the call host to make a reservation for service with the vendor. For example, the host may initiate a conference call at any time without involving the vendor.

Toll Free or Charged – The conference host shall have the option of paying all voice charges through use of a toll free telephone number or requiring participants to pay the long distance voice charges.

Conference Recording – Features which allow recording, storage and playback of the conference are required.

Conference Security – Audio conferencing services must use a pin number or some other authentication method to secure the session.

**Web Conferencing**

Software – The State of Maine uses both Windows (XP, Vista, 7) and Apple operating systems. The application must be compatible with IE-8+, Firefox, Chrome, Opera, Safari or another Apple internet browser.

Accessibility – The application must be compatible with screen reader software such as Jaws, Dolphin Products, etc.

The Web Conferencing services shall provide at a minimum:

- Not require reservations.
- Support up to 100 participants.
- Allow electronic invitations to participate.
- Support participant lists.
- Support pre-enrollment, authentication and tracking of participants.
- Moderator controls including the ability to promote or demote levels of participation for attendees. There shall be a moderator level of participation allowing full control, a presenter level that may provide input for all participants to receive and an attendee level that may only view and hear the conference.
- Allow content sharing with participants.

- Support recording of the session, both audio and screen. Audio conferencing recording must be able to be coordinated with web conferencing recording.
- Whiteboard function.
- Web tour support

#### Webinar Services

- Support up to 500 participants. Optionally, a bidder for these services may include options for different numbers of participants.
- Allow electronic invitations to participate.
- Support participant lists.
- Support pre-enrollment, authentication and tracking of participants.
- Moderator controls including the ability to promote or demote levels of participation for attendees. There shall be a moderator level of participation allowing full control, a presenter level that may provide input for all participants to receive and an attendee level that may only view and hear the conference.
- Allow content sharing with participants.
- Support recording of the session, both audio and screen. Audio conferencing recording must be able to be coordinated with web conferencing recording.
- Whiteboard function.
- Web tour support.

#### Account Management and Billing

The Office of Information Technology provides telephone and computer services to all State of Maine Executive Agencies. The State, through OIT will receive one monthly paper bill for services delivered to the Executive Agencies. State non-Executive agencies and other non-state public and governmental units participating in this agreement will receive separate bills. When the account is established the billing details shall be defined.

In addition to the paper bill, the state requires the bidder to provide, each month, call/usage detail in an electronic format. A character delimited file format is desired.

Electronic call detail shall consist, at a minimum of:

- Account number (potentially named host)
- Account holder/name
- State accounting information related to account number
- Call number (conference host number)
- Calling number (in-bound 'from' number if available)
- Call date
- Call start time
- Call duration in minutes and seconds
- Call cost in dollars and cents including all discounts. Call cost must include all other fees, if any.
- Call type (toll free or charged)
- Other charges

Similar information shall be provided for web conference events. The billing information will allow the State to receive service usage detail and re-assign those costs to participating users in state government.

The State requires online access to account management functions and billing information.

The vendor shall name an individual as a primary point of contact for the service offering and to resolve any billing questions/issues.

#### Costs

There shall be no monthly recurring or minimum charge cost for audio conferencing services.

There shall be no account setup/one-time charges for the service unless special service options are required.

There shall be no charges associated with cancelled conferences unless special service options are required or scheduled.

All costs, not correctly billed to the State within 90 days, will not be chargeable thereafter. Bill items that are disputed shall be excluded from the bill until agreed upon. Disputed bill items are excluded from the 90 day bill limitation.

### Security

The bidder must have authentication procedures in-place to assure that the services are used only by State of Maine authorized users. The State shall work with the vendor to implement procedures to approve account initiation, permissions and closure. The State of Maine shall not be responsible for fraud.

### Proposal Content

The proposal submission shall consist of three sections.

3. Transmittal letter – The transmittal letter shall consist of:
  - List of enclosures in submitted package
  - A statement that the bidder believes the proposal meets all requirements of the RFP and the bidder is experienced in providing Audio conferencing and Web conferencing services.
  - A statement that the bidder has received and acknowledges all RFP amendments, if any occurred.
  - A statement that the bidder agrees to contract terms in the State of Maine Agreement to Purchase Services BP-54 EO-IT <http://maine.gov/purchases/info/forms/BP54%20EO-IT.doc>.
  - A statement that the person signing the proposal is authorized to make decisions regarding the prices quoted and the terms of service.
  - A statement that the bid was prepared without collusion.
  - A statement that the proposal is valid for 180 days from the proposal due date.
  - A statement that the product is Accessible.
  - Signature of authorized person submitting proposal.
  
4. Vendor Qualifications and Service Approach
  - Provide an overview of the company history outlining how long these services have been offered and other corporate highlights related to company experience offering the services.
  - Provide a description of the service operation and available service options. Outline any service volume limitations (maximum number of calls or sessions supported, software clients supported, etc.)
  - Provide a description of operator/moderator assistance functions available, roll-call, call aid, etc.
  - Provide a description of recording, playback and retrieval features.
  - Provide a description of user training and 'how-to' information.
  - Provide a description of fraud detection to eliminate unauthorized use of services and system security measures taken to assure the security of the audio or web conferences.
  - Provide a description of any software downloads or requirements related to web conferencing.
  - Provide a description of the Service Accessibility features.
  - Provide a description how the service will be started and State of Maine users will be converted from the existing vendor. Describe any limitations or issues associated with the transition.
  - Provide a description of the process for provisioning additional users including usual and maximum time from order receipt until a new user has full functionality.
  - Provide a description of the process for discontinuing service to a State of Maine user that is no longer authorized to use the service including but not limited to usual and maximum time from notification until service is no longer available to that user. Also include a description of the process to transfer service from one person to another or to change State accounting information related to a user.
  - Provide a description of how service billing from the bidder to the State is proposed to operate.
  - Identify proposed account representative for the State of Maine and outline their role.
  - Provide a description of what the bidder's expectations are from the State of Maine in terms of account management and any other related areas.
  - Outline any issues/exceptions to the services requested by the state. Explain exceptions and proposed solution. Outline other service proposals or billing proposals, if any offered.
  - Provide three references, with contact names and telephone numbers, of businesses or governmental entities which use the service in a manner similar to that proposed by the State of Maine. Outline how those businesses use the service.

5. Cost Summary

Taxes – The State is not required to pay taxes of any kind. However, if the contractor must pay federal, state, local or other fees based on the services provided in the contract, except taxes based on the contractor’s income or property, then such taxes may be billed and paid by the state.

Cost Submission – Complete the attached page/table. Outline any exceptions/pricing issues on the attachment.

Submit three (3) signed paper copies and one (1) electronic copy of the proposal.

**Scoring and Award**

The proposal evaluation will consist of 3 areas.

- |  |             |
|--|-------------|
| 1. Transmittal letter                                  | (10 points) |
| 2. Vendor Qualifications and Service Approach/offering | (40 points) |
| 3. Cost  | (50 points) |

The bidder(s) who provide(s) the proposal(s) with the best value to the State will be awarded the contract(s) subject to successful contract negotiation and required contract approvals.

RIDER E

Service Descriptions

Worldwide Operations Centers				
The Americas		EMEA		Asia Pacific
United States		United Kingdom	Australia	Japan
Canada		France	China	Malaysia
		Germany	Hong Kong	Singapore
		Sweden	India	Taiwan
Worldwide Sales And Support Offices				
The Americas		EMEA		Asia Pacific
United States		Belgium	Australia	Malaysia
Canada		Denmark	China	New Zealand
Mexico		Finland	Hong Kong	Singapore
		France	India	South Korea
		Germany	Japan	
		Israel		
		Italy		
		Netherlands		
		Spain		
		Sweden		
		UK		

*Global Corporate Headquarters*  
 InterCall  
 8420 W. Bryn Mawr, Suite 1100  
 Chicago, IL 60631  
 USA

West Corporation  
 11808 Miracle Hills Drive  
 Omaha, NE 68154  
 USA

*European Corporate Headquarters*  
 Building C  
 Imperial Gate Business Park  
 Corinium Avenue  
 Barnwood  
 Gloucester  
 GL4 3HX  
 United Kingdom

*Asia Pacific Headquarters*  
 15 Hoe Chiang Road  
 #20-01/02 Tower Fifteen  
 Singapore 089316

**InterCall Audio Conferencing Solutions**

**Reservationless-Plus** – This full-featured, self-service conferencing solution supporting up to 125 participants on a single call, is engineered to meet both the longstanding need for simple, straightforward audio only conference calls, as well as the new demands for Unified Communications. Reservationless-Plus integrates tightly with a variety of desktop tools, including calendar and contacts solutions (MS Outlook and Lotus Notes) for easy meeting scheduling, initiation and access; as well as the Adobe Connect web conferencing service.

**Operator Assisted** – Even with a small audience at your conferencing event with no bells and whistles, you can rely on the support of an operator who will greet participants as they dial into your call and are placed into your meeting. Enhance your Operator Assisted calls with select Premium service features, including expedited call entry with Event Plus

**Event Services** – Whether a small event or a large one, InterCall brings everyone together in one seamlessly planned, managed and executed event. Add features, like Q&A, recording or transcription, to ensure you get everything you need from your call. Depending on your call requirements, InterCall offers expedited call entry solutions with our Event Plus and Direct Event solutions.

<b>Audio Platforms</b>	<b>Maximum Participants/Maximum Conferences</b>
Reservationless-Plus	150+
Operator Assisted	25
Event	10,000+

## Operator Assisted Conferencing

InterCall’s Operator Assisted conferencing is a reservations-based audio conferencing solution. Available 24 hours a day, 7 days a week, this service is designed to support your small audio conference calls that require the personal touch and assistance of one of our professional operators.

The State of Maine can host up to 25 participants on a single call.

Operator Assisted delivers the most popular call features and security needs: operator meet and greet, group and individual mute/unmute capabilities, call recording and various layers of call security (conference lock, passcode, entry/exit tones, roll call). At the scheduled call time, leader and participants dial in using a toll or toll-free dial and are then greeted by one of our trained operators who capture specific caller details prior to joining them to the conference. After the call, a participant list can be delivered to the call host.

<b>Conference Commands</b>		
<b>Touch-tone</b>	<b>Command</b>	<b>Availability</b>
*0	<b>Operator assistance</b> – request assistance for conference	Leader / participant
*5	<b>Group mute/un-mute</b> - mute/un-mute all participant lines	Leader
*6	<b>Individual mute</b> - mute/un-mute an individual line	Leader / participant
*7	<b>Conference lock/unlock</b> – to prevent/allow access to call	Leader / participant

<b>Standard Operator Assisted Features</b>	
<b>Feature</b>	<b>Description</b>
Dial-In Access Options	Toll Access: A U.S. local number is provided for local or international participants. Toll-Free Access: A toll-free number is permanently assigned to owner. ITFS (International Toll-Free Service): An international toll-free number is available from select countries.
Dial-Out	Ten minutes prior to call start time, operators call participants from a list provided during reservations and join them to the conference.
Direct Entry	Participants are placed directly into the conference and may communicate with each other prior to the leader joining.
Email/Fax Confirmation	Automated reservation confirmation is automatically sent to the call scheduler to confirm the booking.
Entry/Exit Tone	A tone plays when each participant joins or leaves the conference.
Leader First	The leader is joined to the conference before any participants.
Leader Last	The leader is joined to the conference after all participants have joined, when the leader requests to be placed into the conference or at the scheduled start time.
Name Announce	An operator announces each participant’s name as they are joined to the call.

• Standard Operator Assisted Features	
Music Entry	Participants are placed on music hold until the leader joins the conference.
Password	Participants are required to provide a valid password (specified by the leader when the reservation is made) in order to join the conference.
Roll Call	Once the leader joins the call, the operator recites the names of all participants who are in the conference.

If the State of Maine’s Operator Assisted calls are larger than 25 connections or require any of our premium and value added features (e.g. Event Plus call entry, call recording, transcription, Leader-View, etc.), InterCall recommends our Event audio solutions.

• **Premium Event Service**

For your large, high-profile, high-touch conference calls, InterCall offers the State of Maine Premium audio solution services.

InterCall Event Service is designed to support calls of any size.

- **Reservationist** – a dedicated 24/7 reservation line answered by our expert reservationists who consult you as you book your event call.
- **Event Service Operator** – acting as your personal event coordinator, this dedicated resource is your call event operator, handling all the pre-call activities and behind the scenes requirements, performing the role of live call operator and monitoring the live call.

Benefits of InterCall’s Event Services

- Reservations via phone and online at [www.InterCallOnline.com](http://www.InterCallOnline.com) .
- Dedicated team of event specialists to help you host successful calls.
- Feature rich, operator managed
- Leader-View<sup>SM</sup> – view participants and managed Q&A queue online.

• Premium and Value Added Features	
Broadcast	Simultaneously distribute information to participants via email, fax, or voice.
Branded Annunciator	Greeted by a branded message when they call InterCall. For example, "Welcome to the State of Maine, may I help you?"
Custom Script	Craft a special message for a welcome statement, Q&A session and closing comments that an operator reads during your conference.
Call Registration	Manage your large conferences and keep track of participants. You decide what information you would like to gather from each registrant and choose from handy options such as email reminders and custom-scripted messages. With both phone and web access to choose from, you can construct an event registration program that best suits your needs.
Communication Line	Speak with an operator outside of the main conference to convey behind-the-scenes information, orchestrate guest speakers or give timing cues.
Digital Recording Studio	Deliver your message without holding a conference call. Record, review and edit your message by dialing into the Encore recording system and using your telephone keypad to enter commands. The recording is accessibly 24/7 by dialing a toll-free number. Digital Recording Studio is an easy and flexible way to craft messages for your audience.
Encore	Digitally record your call for anyone who was unable to attend it live or would like to listen again. It's available by dialing a toll, toll-free or International Toll-Free (ITFS) number for easy, 24/7 access.



<span style="font-size: 1.2em;">•</span> Premium and Value Added Features																																																																						
Encore Plus	Allow participants who are listening to your Encore replay to respond to recorded polling questions using their telephone keypads. The responses are transcribed and sent to you in a report. Encore Plus can be used in conjunction with basic Encore or Encore Digital Recording Studio.																																																																					
Encore Emporium	Organize your Encore recordings in an easy-to-use, customized menu that is accessible through a toll-free number. Encore Emporium is frequently used to organize training lectures and sales updates.																																																																					
Encore Report	Capture information about anyone who accessed your Encore recording. The information is transcribed and sent to you for your records.																																																																					
Participant Report	Capture your guests' names, "on-the-line" times, phone numbers and up to four additional pieces of information you select as they dial into your event. This list is faxed or emailed to you for your reference so you'll know who heard your message, who missed it and with whom to follow-up.																																																																					
Leader-View*	<p>Use this simple web-based interface to get a private, real-time view of the participants on your call. You can view the names of individuals waiting to ask a question and other pertinent information. 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Playback	Offers the convenience of listening to recorded conferences at a later time.																																																																					
Polling	Survey your participants during your call by having an operator ask your predetermined questions and participants respond using their telephone keypads. Polling allows you to collect instant feedback and increases participants' involvement in the call. After your conference, you receive a report with all responses that is organized by question and participant.																																																																					
Promotional Tape	Send InterCall a tape for your participants to hear while they wait for the conference to begin. A Promotional Tape sets the tone for your call and can provide participants with relevant information about the speaker or conference topic.																																																																					
Q&A	Give your participants the opportunity to ask questions during the conference. Participants indicate that they have a question using their telephone keypad, while the operator manages the question queue in a professional and orderly fashion.																																																																					
Special Annunciator	Greet participants with a customized announcement, which is played while they are on hold for that specific conference.																																																																					
Sub-conference	Allow your speakers and coordinators to join a private meeting room before the conference begins. Sub-conference lets you discuss last-minute details, side issues and other non-public information.																																																																					

• Premium and Value Added Features	
Taping	Capture your recorded event on a CD, cassette, microcassette or DAT. For easy navigation through your recorded conference, we also provide CD Indexing.
Streaming	Broadcast your message to the widest audience possible. Your conference is accessible live via the Internet and can be archived for later playback. Present only the audio portion of your call or add slides – the choice is yours.
Voice Talent	Lend a professional touch to your high-profile conferences by using screened and trained operators to provide voice-over quality talent. Voice Talent is beneficial for media-facing events or conferences hosted by your company's upper management.
Transcription	Receive a written record of what was said during the conference via email, fax or hard copy. Choose to transcribe the entire call or just the Question and Answer session. We provide several different delivery options to fit your specific needs. Transcriptions delivered via email are encrypted.

## ENCORE

Encore is the digital recording of an Operator Assisted conference for future replay. The Encore replay is available by calling (706) 645-9291 or (800) 642-1687 within the U.S. or Canada. Listeners located outside the U.S. or Canada can hear the replay via an International Toll-Free (ITFS) number. Listeners then enter the Conference ID to hear the recording. The replay is available 24 hours a day, 7 days a week.

### • To create an Encore Digital Recording

1. Leader schedules a reservation.
  - + Operator Assisted conference: Go online at [www.intercall.com](http://www.intercall.com) or call Reservations (800) 374-2441. (Enhanced features are not available via Online Reservations)
  - + Event Services conference: Call Event Services Reservation (800) 215-6764 domestically or (706) 634-4395 for international.
2. Leader specifies:
  - + A start and end date when the recording should be available for replay.
  - + Any desired Encore features, such as Encore Reports, Encore Plus, etc.
  - + Any desired International Toll-Free (ITFS) numbers for participants outside the US/Canada who may listen to the replay. The Leader must specify which countries Participants will be calling from.
3. Reservation confirmation is automatically sent to the Leader via email or fax (as selected on the reservation). Confirmation includes basic conference information. Example follows:  
 A digital recording of your conference will be available for replay two hours after the call's completion. The date range that the conference replay will be available is listed below. Please verify this information for accuracy. To access the recording, guests will use the Dial-In Number listed below and the Conference ID shown at the top of this confirmation.
4. Leader notifies participants of call time, Operator Assisted Conference ID number, and the name of the conference.
5. At the scheduled call time, Leader & Participants dial the Operator Assisted conference number to join the conference.
6. Operator begins the recording (“Drops the Encore”) when the Leader joins the conference or at the Leader’s request.
7. After the conference is over, Leader provides Encore Replay dial-in number and Conference ID to Participants. International Participants may access the replay via an International Toll-Free (ITFS) number.
8. Operations records the Encore header, which precedes the recording and records any requested voice or numeric prompts

9. Encore Replay is available from 2 hours after the conference disconnects until the end date.

• **To Listen to an Encore Replay**

1. Participant dials a telephone number to access the recording
  - + Participants within US/Canada may dial either (706) 645-9291 or (800) 642-1687
  - + Participants outside the US/Canada may dial either (706) 645-9291 or an International Toll-Free (ITFS number). ITFS numbers can be requested from Reservations. ITFS countries are posted in the Pricing section.
2. Participant enters Conference ID when prompted
3. System confirms Conference ID with Participant
4. Replay begins

• **What size conference does the service support?**

Encore is used in conjunction with Operator Assisted or Event Services, which supports calls ranging from 3-10,000 participants. The only limit on conference size is the number of available conference ports and the support staff. The Encore system can support 528 simultaneous users (408 Toll-Free Ports, 120 Toll Ports).

• Standard Features	
Feature	Description
Custom Greeting	Customized welcome message is recorded as a header to the Encore recording. Unless specified by the customer, the following Custom Greeting is recorded: "Welcome to the Encore replay of the State of Maine conference call with [Leader Name] as the leader on [Date] at [Time] Eastern Time. This is the Encore replay for conference ID [ID Number]".
Custom Voice Prompts	Participants are prompted to leave information either prior to or after the Encore Replay. Customer provides scripted prompts for InterCall to record.
Immediate Response Pickup	Participant responses to Custom Voice Prompts may be listened to and transcribed by the Leader 24 hours a day by dialing (800) 642-1691 and entering the conference ID.  Touch-tone commands include: 1 Repeat the information 2 Proceed to the next response (Caution - responses will be permanently deleted*) 3 End and Exit (Caution - responses will be permanently deleted*) (*To retain responses, hang up instead of selecting 2 or 3.) *If you choose to use immediate response pickup, you will not be able to order an encore report.

• Standard Features	
Encore touch-tone Replay commands	Participants may listen to the recorded conference by dialing (706) 645-9291 or (800) 642-1687 and entering the conference ID. Replay is available 24 x 7. Touch-tone commands include: 1 Fast Forward 5 seconds 2 Fast Forward 30 seconds 3 Rewind 5 seconds 4 Rewind 30 seconds 5 Speed Replay 6 Slow Replay 7 Increase Volume 8 Decrease Volume 9 Skip to End 0 Return to Beginning * Pause or Unpause (toggle) # Resume Playback

• Enhanced Features	
Feature	Description
Digital Recording Studio	Allows the Leader to create an encore recording by dialing directly in to the Encore system.
Encore Emporium	Allows multiple recorded messages to be accessed through a single dedicated 800#.
Encore Plus	Allows the Leader to create polling questions with numeric responses either before or after the encore recording plays.
Encore Report	A written record of the responses to Custom Voice Prompts provided 24 hours after the termination of the encore recording.

## End User Training Services

InterCall wants to ensure that your end users are using the right products for their specific business needs. Our number one priority is to make sure that we are working as your partner, helping to promote, train and enhance every department’s experience with conferencing. To this end, we provide comprehensive initial and ongoing training services to educate your end users on products and features and how they can be used to support everyday business communications.

InterCall training services include both free public training available online and group training sessions. In addition, we have an InterCall Representative call out to every Conferencing Owner and offer Audioconferencing Training as well as answer any questions your end users may have. Please find our free training services outlined for you here.

### • Free Public Trainings

InterCall’s extensive range of free training courses are open to the public and conducted at regular intervals so you can join a session at your convenience. These courses are designed to help you quickly get up to speed with conferencing services from InterCall. To access free training, simply visit our website Support page Learning

Center. Free Training sessions are either pre-recorded or pre-scheduled. Simply select the training session that is right for you and register.

Please visit the following link for more information about our free training:

- InterCall USA: <http://www.intercall.com/customer-center/free-classes.php>

## • **Invalid Usage and Customer Protection (Fraud Detection)**

With the use of conferencing increasing in companies worldwide, the possibility of fraudulent usage of employees' conferencing accounts becomes an even greater issue. At InterCall, we take a number of proactive and reactive measures to prevent the occurrence of fraud and to identify and correct fraudulent access if and when it does occur.

### **Proactive Measures / Invalid Usage Mitigation**

Our conferencing bridges are monitored 24 x7 / 365 by a team of skilled monitors looking for specific fraud signatures. If fraud is detected, we will mitigate the usage immediately. The team includes analysts, monitors and customer facing specialists that focus on minimizing exposure to invalid usage process and actively addressing any suspicious call activity through a formalized approach.

To reduce the probability that fraudulent usage can occur, InterCall takes the following precautions:

- Each new company set up for an InterCall account must pass a credit check through D&B or Experian.
- New users requesting to be set up under existing companies are verified with the company before being activated.
- InterCall offers secure versions of our new account information email. This option separates PINs and passcodes from service access information like dial-in numbers and URLs by sending them in a separate email.
- International dial-out by default is restricted on certain services such as Reservationless-Plus®. Only specific, company-approved account holders who request access can use the feature.
- Reports showing international dial-out usage are produced daily and sent to an email group consisting of InterCall's operations and IT systems management employees. This report is reviewed to identify whether or not patterns of fraudulent usage exist. Once we notice international traffic being used numerous times, a report or alert is sent to our quality team. A member of the quality team will call you to verify the conference calls on your account. If you alert us that no calls have been made, we remove the calls from your account so you will not be billed. We also issue you new numbers and disable the old numbers so the fraudulent calls will not continue.

### **Reactive Measures**

If fraudulent usage is detected, InterCall takes the following steps to resolve the matter as quickly as possible and in a way that brings the least amount of inconvenience to our customers:

- If fraudulent activity is identified, you are immediately contacted. Depending on the outcome of the conversation with you, either your account login information is changed or your account is terminated.
- Fraudulent calls identified before monthly invoices run are removed from your account.
- If you identify fraudulent usage on an invoice which is no fault of your own, the amount will be credited in full by InterCall and we will work to identify the source of the fraudulent usage.

### **Additional Fraud Control Measures**

InterCall continuously monitors its fraud control policies and looks for processes which can improve them. The following measures are currently in place to help protect your conferencing account:

- Your online account will be locked after three unsuccessful login attempts. You will be prompted to answer your secret question to unlock your account immediately or wait 60 minutes to try log in again.
- If your email address changes, a message will be sent to your existing email address in our database to confirm that such a change was requested. If no such request was made, you will be asked to notify customer service so that we can begin investigating the request as possibly being fraudulent.

## **Implementation/Service Roll Out Overview**

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The Project Manager will work with the State of Maine's named contacts to determine a mutually agreeable timeline and organized process. All the while, our goal is to ensure your end users do not experience a change or drop in service levels and that they feel comfortable using the new service(s). InterCall will also work with any incumbent service provider to ensure a seamless transition for the State of Maine end users. After all, the quicker you transition, the sooner your business can take advantage of the great features, functionality and effectiveness InterCall services provide.

### **Keys to Rollout Success**

In order to successfully implement services across your organization, InterCall has identified key criteria that make for a smooth roll out. These include:

- Customer designates key contacts
  - The State of Maine Project Manager – to act as the main, day-to-day contact throughout the project
  - Marketing & Communications support - to ensure all the end user communications meet your requirements
  - IT support - to address any issues to the State of Maine systems to move to our services
  - Admin/Billing support - to clean and prep the State of Maine user data prior to sending to InterCall
- InterCall hosts joint regular meetings to review progress
- Customer to issue internal company announcement regarding roll out
- InterCall coordinates reservationless services roll out
  - Customer provides comprehensive list of all conference call leaders
  - InterCall conducts training and visits, if required
  - Complete any service customizations
- Joint review and discussion of additional services (e.g. Event Services, collaboration solutions)
  - Services available, service delivery and escalations
  - Define call booking process

## **4 Phase Approach to Roll Out**

### **Phase I – Pre-Launch Set-Up**

- Kick off meeting to determine implementation process
- Agree to rules of engagement for management and implementation
- Discuss and implement timeline and project plan

### **Phase II – Pre-Launch Logistics & Development**

- Finalize any systems integration required
- Establish telephony requirements (dial-in numbers, Customer Support numbers)
- Define billing requirements (i.e. PAC/Company codes)
- Discuss & put in place any additional security requirements

- Receive user data to check & implement on InterCall's systems (standard form to be completed for ease of "mass implementation")

### **Phase III – Active Implementation Phase**

- Announcements go out to user groups (InterCall can assist with this communication)
- Marketing requirement put in place
- Reporting criteria defined
- Training and education program defined
- Website & Portal go live - Online Account Ordering Process put in place
- Billing and reporting agreed
- Training resource & delivery agreed
- Users provisioned using data supplied by client: Mass Migration of users onto InterCall bridges

### **Phase IV – Post Implementation Phase**

- Welcome Packs & Marketing delivered
- Training (live & on-demand sessions, awareness campaigns)
- Review of Implementation process, invoices & billing procedures
- Incumbent service cut-off date agreed
- Regular service review meetings between InterCall Account Management Team and the client
- Measurement of migration impact & success
- Potential problem areas identified
- Issue reporting system established
- Post implementation marketing campaigns launched

### **◦ Seamless Mass Migrations**

As the global leader in conferencing, InterCall has successfully executed mass implementations for companies with tens of thousands or even hundreds of thousands of conferencing users. Our Business Integration Project Managers are dedicated providing project-specific attention to detail resulting in a successful mass implementation from start to finish. This level of dedication results in greater user education, adoption and best of all – cost savings for our customers.

The mass implementation process is highly manageable and customizable according to the customer's needs. The mass implementation is one piece of a closely managed effort that your assigned Project Manager will review in detail with you, document with a project plan and manage until it is turned over in an organized fashion to the sales and support teams for day-to-day account servicing.

Preparation and understanding our customer's needs are the first step in mass implementation. Before a list of users is compiled, an InterCall Project Manager will meet with the customer to review the services being provisioned as well as how the users will be notified and any other critical considerations. Special attention will be given to pre-notifications, welcome email and wallet card edits (if necessary) as well as default settings. Once the user data list is compiled, scrutinized and verified, then formatted for InterCall's back office systems, account creation can begin.

All mass implementations are run after business hours and generally take place on Friday or Saturday evenings. In the event it becomes necessary weeknights can be booked for mass implementation. In any instance, certain nightly load limits exist which may require that your mass implementation take place over the course of more

than one evening; this will be discussed and planned appropriately before the mass implementation process begins.

### • **Welcome Communications and Roll Out**

Roll out services can be done via our conference services, live visits or in a booth format onsite at the State of Maine (where we are present and available for an extended period of time). All live visits will be completed within the first two months of the implementation.

InterCall recommends rolling out your selected InterCall services by business unit. Leader profiles and accounts will be established immediately upon receiving your complete listing conferencing users. InterCall provide each user with information packets that include their unique conference account details (account owner number and PIN), account dial in details (conference code and permanent toll and/or toll free phone numbers), customized literature and service how-to/user guide information and your InterCall global account team contact details. These materials are sent out during the first weeks of the roll out period. All welcome materials are provided by InterCall, conveniently displaying everything each account holder needs to get started.

#### **Welcome Email**

- Detailed account information
  - Conference code
  - Dial-in numbers (domestic and international)
  - Leader PIN
- Step-by-step how to instructions to host first meeting
- Important Contact Numbers
  - Customer service
  - Sales representative

#### **eWelcome Kit: Welcome Letter with Wallet eCard**

InterCall provides each new account holder with a Welcome Kit that includes a welcome letter and wallet card. The welcome letter provides a listing of all other services, how they can benefit from using them and additional tips how end users can make the most of their remote meetings. The wallet card conveniently displays dial-in numbers, conference code, PIN, DTMF key commands. These resources are provided electronically as standard. Printed materials are available upon request.

#### **Customization Capabilities**

InterCall offers customized “How To” materials for both end users and assistants. This customized “how to” marketing package outlines step-by-step instructions on how to use all of InterCall’s products and services. It will also detail all of the enhanced features that are available to impact their conference calls. The State of Maine’s recommended service use and/or conferencing guidelines can be also incorporated into the service welcome materials.

For those end users not set up during the roll out process, InterCall offers your end users access to a reservations line that they may call to establish an account and set up a customized profile.

#### **On-Demand Account Management at End User and Administrator Level**

To complement your conferencing program, InterCall offers an easy-to-use, browser-based solution, InterCall Online ([www.intercallonline.com](http://www.intercallonline.com)), to act as your single point of access to all InterCall services. Provided free to our customers globally, InterCall Online is a next generation online account management tool designed to streamline the way companies like yours manage conferencing and collaboration services.



With an intuitive, user-friendly look and feel, InterCall Online provides you with many features and functionality that enable users across your organisation to utilise and customise the conferencing services to best suit their own unique meeting needs.

### **Administrator Capabilities**

InterCall Online gives your conferencing program administrator the ability to manage your users, run detailed reports and access PDF versions of your invoices. Providing an easy-to-use online interface, your administrators readily self-manage your conferencing service, using the tools and features inherent in the tool. You can set up an administrative hierarchy to provision owners directly or allow new users to sign up online, as well as manage end user experiences. Those with administrative rights can add, modify and delete user accounts whilst owners can manage the features for their conferencing calls.

To view a demo of administrator capabilities, please visit <http://www.intercall.com/demos/IOL-admin/>.

### **Managing Owners/Users**

Via the interface, the State of Maine administrators can add new users and view/edit/delete existing users. When adding new users, the administrator is guided through a series of intuitive check box menus enabling you to easily create new owner accounts:

- Define contact details
- Select appropriate audio services to activate
- Enable/disable desired marketing settings
  - New accounts elected to receive electronic communications will receive an email with account details within 1 hour of set up
- Establish any Project Accounting Codes (PAC)

### **Accessing Reports**

Through InterCall Online, the State of Maine can administrators can run reports and view invoices online. The dynamic online report capabilities include various filter settings to help you generate meaningful reports on-demand:

- Audio Usage Activity (for last four months: participant count, charges, features)
- Greatest Attributes Report (Top 50 owners with highest number of conferences, costs, etc.)
- Stewardship Report (comprehensive report on all products (usage, costs, conferences held for current calendar year)
- Minute Report (available at company, account or owner level, calls up most recent four months of activity)

Billing information is updated monthly once charges have been invoiced. Select online reports can be downloaded in HTML or CSV file format.

### **Account Holder Capabilities**

With InterCall Online, you can simplify and streamline all pre- and post- meeting activities:

- Meetings
  - Manage Reservationless-Plus and reservations-based call scheduling\*
  - Initiate Reservationless-Plus and reservations-based conferences
  - Access Call Manager for online audio controls of your Reservationless-Plus meetings
- Library
  - Upload/manage meeting resources (e.g. presentations, archives, address book)

- Secure Reservationless-Plus recordings with a four to 12 digit PIN
- Account management
  - View details of your subscribed conferencing services, add/remove products and services
  - Manage user profile/password
- Invoices
  - View your conferencing bill online
  - Download in PDF file format
- Reports:
  - View/download audio usage
  - Output as HTML or Excel file
- Customer support
  - Online electronic resources (service overviews, FAQs)
  - Trouble ticket logging, status view
  - Direct access to InterCall's customer service contact details

## Flexible Billing Capabilities

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The InterCall global billing system, MetraNet, is designed for flexibility and customizability. MetraNet readily supports InterCall's demand to support diverse customer requirements, hierarchies and accounts payable environments; expedited invoicing cycles; expanded reporting capabilities; and the rapid addition of new products and services.

Our advanced global billing capabilities support a diverse range of customer requirements. Highlights of the InterCall billing program include:

- Monthly invoicing in arrears
  - Available by the fifth or 10th working day after close of billing cycle
- Invoices in paper and electronic formats
  - Paper via post, fax
  - Electronic via CD, email
  - Online interface - EDI
- Billing field customization with project accounting codes (PAC)
  - Up to three customizable billing fields to reflect customer specific project code, department code, geographical location code, etc.
- All major currencies supported worldwide
  - Direct support for 38 currencies worldwide
  - Multi lingual invoices available, region specific
- Payments acceptable via ACH (electronic/online check processing), bank transfer, credit card

InterCall's billing system can issue invoices in all major currencies and several local currencies, various languages (regionally defined) and in a consistent format around the globe. InterCall can bill by paper invoice, fax, CD, email, or on-line. For payment, we accept ACH electronic and online check processing, bank transfers, checks and most major credit cards.

InterCall provides the ability to capture the State of Maine accounting codes to streamline your invoice processing and help you more easily track expenses or bill clients by creating numeric or alphanumeric project account codes (PAC). These codes can hold 45 alpha/numeric characters and can reflect project code, department code, geographical location code, etc. All of these will be printed on the monthly invoice. The invoice can be provided to you in Excel format so that you may sort any way you wish.

Electronic reports and invoices are generally available by the 5th or 10th working day of each month for the prior month's usage. We can provide invoice information via standard paper invoice as well as from approximately 22 standard electronic invoice files. This information is generated for customers on monthly billing cycles (standard end of month billing cycle).

During the initial phases of implementation, our accounting department will work with you to ensure proper set up of billing/collection procedures. Invoices are generated at account level, listing the totals specifically for each owner on the account summary. Behind the account summary are the conference details for each call under the owner, outlining the minutes per participant connection, each participant, (name and ANI), conference ID (with details), etc.

## **Proposed Account Representative for the State of Maine**

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Mark Gagnon  
 InterCall Conferencing Manager  
 Office: 843-236-0550  
 Cell: 732-547-5154  
 magagnon@intercall.com

The InterCall Conferencing Manager is the dedicated strategic contact for the State of Maine and high level executives, responsible for:

- \* Coordinating account team efforts worldwide
- \* Leading monthly and quarterly recap meetings, discussing service metrics
- \* Reviewing additional InterCall business solutions
- \* Helping your conferencing users to reaching their business goals
- \* Ensuring consistent service delivery to all your conferencing users
- \* Working to exceed your expectations on all levels

**The InterCall Conferencing Manager/Account Representative may change from time to time, upon prior notice to the State of Maine.**

## **InterCall Security Overview**

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### **Call Privacy and Confidentiality**

All conference calls are protected by rigorous security measures to safeguard the confidentiality of your meetings. InterCall offers several services to ensure call confidentiality on the actual conference call:

#### **Reservationless-Plus**

Dynamic features and functionality available to fully secure your reservationless meetings include:

- \* Each Reservationless-Plus Leader receives a unique conference code with PIN
- \* Security Passcode Feature - customizable per meeting, moderator set passcodes
- \* View all connected participants online – shows all connections to the meeting
- \* Roll Call – play names of all participants connected to the meeting
- \* Entry/Exit Tones – sound alert when participants arrive or leave the meeting

- Participant Count – check the number of participants
- Waiting room – prevent access to the call until the Leader opens the room
- Lock and unlock access to the meeting
- Dismiss Unwanted or Unknown Participants
- Dismiss All Connections at the end of the meeting to ensure the meeting is properly closed
- Leader PIN Expiration — Allows clients to elect to have each Owners Reservationless-Plus Leader PIN expire at pre-determined intervals. This new option forces the Owner to update their Leader PIN on a regular basis providing added security on their account. Prior to the Leader PIN expiring, the Owner will receive several email reminders informing them of the pending expiration and requesting that they access their account to change their Leader PIN.

### **Operator Assisted**

With Operator Assistance, call security is enhanced by operator's greeting each joining caller. Security features offered include:

- Operator meets and greets each joining participant
- Approved Participant List
- Passcode/Password
- Conference Lock
- Roll Call
- Entry/Exit Tones
- Guest list-only entrance
- Operator Monitoring — Custom conference calls are monitored by a live operator. All other calls have access to a live operator by pressing \*0. The operator monitors the call through the computer screen, checking for static, drop-offs, or disconnects.

### **InterCall Security Practices**

Permission to access information is granted only by appropriate InterCall management personnel. Requests are processed through IS Operations.

#### **Email Confidentiality**

- All email is subject to InterCall policy for Internet and email use.
- Email is provided to those business users who need it at the request of Management.
- All inbound and outbound email is scanned for viruses.
- Exiting employees' email is retained and access is provided to their manager for 30 days.
- SMTP mail relay is strictly controlled and granted to particular machines on an as needed basis pending approval process.
- Solicitation, spam and bulk mailings by InterCall employees are prohibited.

#### **Internet Confidentiality**

- Internet access is provided to InterCall employees based on need.
- Some InterCall employees are restricted to business related sites only.
- Protocols are restricted to maintain security.
- Access to the public Internet is limited to business-related need. Individual permission is granted by appropriate management personnel.
- All Internet access is logged via firewall.

### **Employee Confidentiality**

As a condition for employment, all InterCall employees are required to sign a “Confidentiality and Proprietary Information Agreement”. This agreement binds InterCall employees to full non-disclosure of any conversation, meeting or information that they may become privy to as a result of their position at InterCall. A copy of this agreement can be furnished upon request.

Our company, through a third party vendor– provides multi-layer, 100% in-person/real time FCRA-compliant reports including, but not limited to, criminal record checks, credit reports and driving records. When combined with employment, education and professional license verifications, these services help businesses:

- Reduce turnover and shrinkage
- Decrease training costs
- Increase productivity
- Protect integrity

### **Security Training**

All employees must partake in and pass a security awareness training program. This program is issued upon hire and re-issued annually,

### **Privacy Policy**

InterCall’s privacy policy can be reviewed online: <http://www.intercall.com/privacy.htm>.

### **Physical Security**

InterCall’s operations facilities have building access control systems that permit access to controlled areas by means of electronic key fobs. Authorization is granted and revoked by adding or deleting key ids from a central control system. The same system also monitors system events such as key usage.

InterCall’s operations facilities have fire protection systems throughout the building, including a separate fire detection/suppression system in its data center. The facilities also have intrusion detection systems that monitors and alert personnel to unauthorized facility access.

Operations centers we have very few visitors. Visitors are greeted by a receptionist who calls for the visitor’s point of contact. Visitors are at all times escorted while in the facilities.

Power, telecommunications and network facilities are located in separate secured areas with access only to authorized personnel.

InterCall Call Centers are protected by alarm systems. The system includes motion detectors as well as card readers. The employees must use their ID badge in the card reader to enter the building. In addition, call centers are manned by InterCall employed security guards.

Card readers protect the Data Centers as well. Access to the Data Centers is limited to Hardware/Systems Engineers, Systems Administrators, Telecom Engineers, LAN Engineers, and Desktop Technicians.

Visitors to the facility will not be allowed to enter the building until they have signed in and been issued a visitor’s badge. The person that they are visiting must escort each visitor. In the same manner vendors and

work crews requesting access to InterCall facilities are required to sign in for an ID badge. These badges must be worn on the upper torso in a visible location.

## System Security

- Firewalls — Unauthorized access to InterCall networks is prevented through the use of firewalls. Messages that enter or leave the network pass through a firewall which reviews each message and blocks those that do not meet our established criteria. The use of firewalls is one of our key Information Security safeguards.
- Virus Protection — InterCall utilizes virus protection software to prevent viruses from infecting our computer networks. A multi-tiered virus defense is utilized with automatic updates to ensure all computer networks are up to date with the latest software.
- Secure Transmissions — InterCall uses encryption technologies such as secure socket layer (SSL) when information is transmitted between you and InterCall. We can only ensure encryption when the communication begins on an InterCall site using one of our secure forms.
- New Technology — InterCall constantly monitors and evaluates new technology to ensure protection of your information.

Logical security access to all computer systems and desktop computers must be authorized, and is granted based upon the principle of least privilege (that the user's level of access should not exceed that required for them to perform their responsibilities). Third party access to InterCall computer networks are restricted to only those services needed to perform the required business functions. Computer accounts for contractors, consultants, or temporary workers are activated only during those periods when the individual is actively performing service for InterCall. The system privileges granted to Associates must be periodically reevaluated by management.

Client proprietary data is housed in client specific data stores that can be physically and logically segregated from data of other clients according to client requirements. Confidentiality and integrity are maintained through an established policy of least privilege access combined with a strict audit program to ensure compliance, coupled with encryption as needed. It is InterCall policy not to provide direct access into internal networks from networks InterCall does not control; all such access is controlled using stateful inspection firewalls.

Audit logs are sent via syslog to the LogRhythm application, which monitors logs on a continuous basis, generates alerts to LogRhythm administrators, and archives logs for future analysis. System logs which include date and time of last successful login and the number of unsuccessful logins since the last successful login are reviewed by appropriate parties, i.e. sys admin group for servers, network administration for firewalls, IS teams for applications, etc.

## Invalid Usage and Customer Protection (Fraud Detection) – As Previously Stated

With the use of conferencing increasing in companies worldwide, the possibility of fraudulent usage of employees' conferencing accounts becomes an even greater issue. At InterCall, we take a number of proactive and reactive measures to prevent the occurrence of fraud and to identify and correct fraudulent access if and when it does occur.

### Proactive Measures / Invalid Usage Mitigation

Our conferencing bridges are monitored 24 x7 / 365 by a team of skilled monitors looking for specific fraud signatures. If fraud is detected, we will mitigate the usage immediately. The team includes analysts, monitors and customer facing specialists that focus on minimizing exposure to invalid usage process and actively addressing any suspicious call activity through a formalized approach.

To reduce the probability that fraudulent usage can occur, InterCall takes the following precautions:

- Each new company set up for an InterCall account must pass a credit check through D&B or Experian.
- New users requesting to be set up under existing companies are verified with the company before being activated.
- InterCall offers secure versions of our new account information email. This option separates PINs and passcodes from service access information like dial-in numbers and URLs by sending them in a separate email.
- International dial-out by default is restricted on certain services such as Reservationless-Plus®. Only specific, company-approved account holders who request access can use the feature.
- Reports showing international dial-out usage are produced daily and sent to an email group consisting of InterCall's operations and IT systems management employees. This report is reviewed to identify whether or not patterns of fraudulent usage exist. Once we notice international traffic being used numerous times, a report or alert is sent to our quality team. A member of the quality team will call you to verify the conference calls on your account. If you alert us that no calls have been made, we remove the calls from your account so you will not be billed. We also issue you new numbers and disable the old numbers so the fraudulent calls will not continue.

### **Reactive Measures**

If fraudulent usage is detected, InterCall takes the following steps to resolve the matter as quickly as possible and in a way that brings the least amount of inconvenience to our customers:

- If fraudulent activity is identified, you are immediately contacted. Depending on the outcome of the conversation with you, either your account login information is changed or your account is terminated.
- Fraudulent calls identified before monthly invoices run are removed from your account.
- If you identify fraudulent usage on an invoice which is no fault of your own, the amount will be credited in full by InterCall and we will work to identify the source of the fraudulent usage.

### **Additional Fraud Control Measures**

InterCall continuously monitors its fraud control policies and looks for processes which can improve them. The following measures are currently in place to help protect your conferencing account:

- Your online account will be locked after three unsuccessful login attempts. You will be prompted to answer your secret question to unlock your account immediately or wait 60 minutes to try log in again.
- If your email address changes, a message will be sent to your existing email address in our database to confirm that such a change was requested. If no such request was made, you will be asked to notify customer service so that we can begin investigating the request as possibly being fraudulent.

RIDER G  
IDENTIFICATION OF COUNTRY  
IN WHICH CONTRACTED WORK WILL BE PERFORMED

**Please identify the country in which the services purchased through this contract will be performed:**

**United States. Please identify state: GA**

**Other. Please identify country: \_\_\_\_\_**

**Notification of Changes to the Information**

The Provider agrees to notify the Division of Purchases of any changes to the information provided above.



STATE OF MAINE  
Department of Administrative and Financial Services  
CONTRACT FOR SPECIAL SERVICES - AMENDMENT

BY AGREEMENT of both parties this 22<sup>nd</sup> day of, June 2015, the Contract for Special Services between the State of Maine, Department of Administrative and Financial Services/OIT hereinafter called "Department," and InterCall, Inc. hereinafter called "Provider," is hereby amended as follows:

- 1. The termination date is extended from 6/30/2015 to 6/30/2017  
(old term date) (new term date)

**Reason:** The contract states that the Agreement may be extended for two (2) two-year terms upon joint written agreement of the Department and Provider.

- 2. The dollar amount of the contract is increased by \$ \_\_\_\_\_ from \$ \_\_\_\_\_ to \$ \_\_\_\_\_

**Reason:** Based on Usage

- 3. The Scope of Services in Rider A is amended as follows:

All other terms and conditions of the original contract dated 6/4/2012 remain in full force and effect.

IN WITNESS WHEREOF, the Department and Provider, by their duly authorized representatives, have executed this amendment in 2 originals as of the day and year first above written.

**Department: Department of Administrative and Financial Services/OIT**

By:   
James R. Smith, Chief Information Officer

And

**Provider: InterCall, Inc.**

By:  6/25/2015  
Sunny Flynn, Director Channel Sales

Approved, State Purchases Review Committee: \_\_\_\_\_ Date: \_\_\_\_\_

*(note: this section must be completed by using agency)*

Contract Number (CT #): MA 18P 120622\*305 Vendor Code: VS0000004296

Old Contract Amount: \_\_\_\_\_ Account Codes: various

Amount of Increase: \_\_\_\_\_

New Contract Amount: Based on Usage New Termination Date: 6/30/2017

STATE OF MAINE  
Department of Administrative and Financial Services  
CONTRACT FOR SPECIAL SERVICES - AMENDMENT

BY AGREEMENT of both parties this 4<sup>th</sup> day of August 2017, the Contract for Special Services between the State of Maine, Department of Administrative and Financial Services/OIT hereinafter called "Department," and West Unified Communications Services, Inc. (F.K.A. InterCall, Inc.), hereinafter called "Provider," is hereby amended as follows:

1. The termination date is adjusted from 6/30/2017 to 6/30/2019  
(old service to date) (new service to date)

**Reason:** RFP 201203251 states the Agreement may be extended for two (2) year terms upon joint agreement. The is the final two (2) year term.

2. The dollar amount of the contract is adjusted from \$ \_\_\_\_\_ to \$ \_\_\_\_\_ *\$ per Vicki 8/7/17*

**Reason:** Based on Usage

3. The Scope of Services in Rider A is amended as follows: No Changes

All other terms and conditions of the original contract dated 6/4/2012 remain in full force and effect.

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this amendment in one original copy.

**Provider: West Unified Communications Services, Inc. (F.K.A. InterCall, Inc.)**

By: [Signature]  
Shelby Cooper, VP Wholesale Sales and Support at West Unified Communications Services

Date: 8/7/17  
and

**Department of Administrative and Financial Services/OIT**

By: [Signature]  
*FOR* James R. Smith, Chief Information Officer

Date: 7 AUG 2017

The approval and encumbrance of this Agreement by the Chair of the State Procurement Review Committee and the State Controller is evidenced only by a stamp affixed to this page or by an Approval Cover Page from the Division of Purchases.

*(note: this section must be completed by using agency)*

Department number and Contract number (CT #): MA 18P 120622\*305  
Encumbered  or Unencumbered : (check one) Vendor Code: VS0000004296  
Old Contract Amount: \$ Based on Usage Amount of Increase: \$ Based on Usage  
New Contract Amount: \$ Based on Usage Amount of Decrease: \$ \_\_\_\_\_  
New Service to Date: 6/30/2019 Account Codes: Various

# State of Maine Competitive Award Authorization Form

**Form Instructions:** Please provide the information requested in the form below. This form must accompany contracts being proposed for approval that are the direct result of a competitive Request for Proposals (RFP), a subsequent contract renewal that was anticipated in the RFP or when Competitive Quotes are obtained. If the renewals allowable under the original RFP have been exhausted, another competitive RFP should be conducted.

<b>Contract Administrator:</b>	Ellen Lee/Joan Bolduc	<b>Office/Division/Program</b>	DAFS/OIT
<b>Contract Amount:</b>	\$0.00, based on Usage	<b>Contract (CT) Number:</b>	MA 18P 120622*304
<b>Start Date:</b>	6/30/2017	<b>End Date:</b>	6/30/2019
<b>Selected Bidder's Name, City and State:</b>	West Unified Communications Services, Inc. PO Box 409573 Atlanta, GA 30384-9573		
<b>Short Description of Service:</b>	Audio Conferencing		

**1. Information on the Competitive Process Used**

**If a RFP process was used:**

**RFP#:** 201203251                       Initial contract.    First renewal.    Second renewal.    Third renewal.  
 If this is a first, second, or third renewal after an RFP, you need not complete the remainder of section 1 nor sections 2, 3 and 4. Simply enter the original RFP number, check the appropriate box, sign and date the form and send it with the contract.

**If competitive quotes were obtained:**

This contract award is the result of obtaining Competitive Quotes.

*The RFP process can be used for any contract award, but please note that as an alternative to the RFP process, Competitive Quotes can be used in determining awards for contracts if both of the following criteria apply:*  
 A. *The total contract amount is \$10,000 or less; and*  
 B. *If the services sought are straightforward in nature, such that price, availability and pass/fail criteria are the determining factors in the award decision (i.e. no subjective evaluation factors needed to be used).*

*\*Renewals are not allowed for Competitive Quote awards. Once a contract expires that was the result of obtaining Competitive Quotes, new quotes are to be sought if the need for the services continues.*

**2. Identify All Bidders**

- A. For **RFPs**, please list all bidders who submitted proposals before the stated Proposal Submission Deadline.
- B. For contracts where **Competitive Quotes** were obtained, the following needs to be included in this section:
  - 1) List all vendors who were contacted for quotes;
  - 2) List all vendors who responded and the quoted amounts for each and;
  - 3) Clearly identify the selected vendor (place in bold).

*Please note, in accordance with 5 M.R.S. §1825-A(3), competitive bidding must be conducted with a **minimum of three** vendors, unless three vendors are not available. If three are not available, please mention below how this was determined. If more than three are available, it is **HIGHLY RECOMMENDED** to contact all vendors to seek as many quotes as possible.*

**3. Review and Scoring Process.**

- A. For contract awards based on an **RFP**, describe the process that was followed in reviewing and scoring the proposals. A consensus approach is encouraged, but not required. Be sure to retain copies of all scoring documentation, in accordance with your Department's archiving requirements.
- B. If this contract award is the result of obtaining **Competitive Quotes**, then please specify below that the quote with the lowest price was selected from among the bidders that met the State's requirements.


## State of Maine Competitive Award Authorization Form

Please attach to this document all Competitive Quotes received (not RFP proposals).

#### 4. Reminder regarding Award Notification Letters.

Award notification letters should be sent out to bidders following all competitive processes. If you are not already aware, please note that award notification letters must state that the award is conditional, pending SPRC Approval and negotiation of a mutually agreeable contract. The letters must also include a notification of all bidders' right to appeal the decision. Please be sure to use the template on the Division of Purchases' website:

[http://www.maine.gov/purchases/files/Sample\\_Award\\_Notification\\_Letter.doc](http://www.maine.gov/purchases/files/Sample_Award_Notification_Letter.doc)

<b>Signature of requesting Department's Contract Administrator (or other relevant stakeholder):</b>	
<b>Printed Name:</b>	Ellen Lee
<b>Date:</b>	8/7/17