

Dirigo Health Agency

Request for Proposals

Aggregate Measurable Cost Savings Analysis Support for Year 5

Introduction.....	1
Objective of the RFP.....	1
Agency Requirement.....	1
RFP Organization.....	1
General Procedures and Instructions	3
Contracting Entity	3
Timing	3
Type of Contract	4
Communications with State Staff	4
Written Questions and Answers.....	4
Cost of Proposal Preparation.....	5
Submission of Proposals	5
Rejection of Proposals	6
Revision of Request for Proposals	6
Rights of State Government.....	6
Required Contractual Provisions.....	6
Evaluation	7
Specific Proposal Requirements	8
Appendices.....	9
A – Specifications of Work to Be Performed	9
B – Mandatory State Contract Riders	10
Rider B	10
Rider G.....	21

Introduction

Objective of the RFP

The State of Maine's Dirigo Health Agency ("the Agency") is seeking proposals from organizations that will be able to provide a final report to the Agency detailing the methodology, conclusions and recommendation of the amount of aggregate measurable costs savings pursuant to 24-A M.R.S.A. §6913 no later than May 29, 2009 and to provide subsequent technical and testimonial support for the methodology, conclusions and recommendations through an adjudicatory hearing process in the July 2009 timeframe and a public hearing review process in the September 2009 timeframe.

Agency Requirement

The Dirigo Health Agency's Board of Trustees is required by law to determine the annual amount of aggregate measurable cost savings due to the operations of Dirigo Health by August 1st of each year.

In order for the Board to make its determination, Agency staff must provide a recommended savings figure based on analysis of the Maine health care market and the effect of various Dirigo initiatives in that market. The Board examines this recommendation through an adjudicatory hearing, in which it takes testimony from the Agency and from other parties to whom the Board has granted intervener status.

The Board's determination is then subject to review by the Maine Superintendent of Insurance, who holds a separate public hearing to determine if the determination of the Board is reasonably supported by the evidence in the record.

The Agency is seeking organizations capable of providing the econometric, actuarial, and statistical expertise to work with the Agency in developing a methodology to measure savings and support that methodology and recommendation through the hearing process described above.

RFP Organization

This RFP is organized into four distinct sections:

Section 1 – Introduction provides bidders with general information on the objectives of the RFP, background information relevant to recent history and current environment, and organization of the RFP.

Section 2 – General Procedures and Instructions provides bidders with general information on the procurement process and rules. This section also describes the requirements the bidders must follow for the packaging and submission of the proposal submitted in response to the RFP.

Section 3 – Specific Proposal Requirements provides bidders with the specific information that must be included in their proposals.

Section 4– Appendices contain additional information to assist bidders in completing their responses.

General Procedures and Instructions

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

This Request for Proposal (RFP) is designed to select a qualified bidder to provide econometric, statistical, and actuarial services to the Dirigo Health Agency.

It is the intent of the Agency to select one bidder to function as prime contractor for this project. Proposals must conform to all instructions, conditions, and requirements included in the RFP. Bidders are expected to carefully examine all documentation, schedules, and requirements stipulated in this RFP and respond to each requirement in their proposals in the format prescribed.

Contracting Entity

The Dirigo Health Agency is the agency responsible for this RFP.

The Agency Contract Manager is:

Karynlee Harrington
Executive Director
Dirigo Health Agency
53 State House Station
Augusta, ME 04333-0053
Voice: (207) 287-9900
Fax: (207) 287-9922
E-Mail: dha@maine.gov

Timing

The Agency reserves the right to adjust any of the following dates. If the Agency adjusts any of the dates, it will contact parties who have indicated to the Agency their desire to be notified in such cases. Parties may make their interest in the RFP known to the Agency by emailing dha@maine.gov.

Activity	Date/Time
Request for Proposal (RFP) Issued	December 17, 2008
Deadline for Written Inquiries	January 8, 2009
Proposal Due Date	January 16, 2009

The Agency will review proposals in an expeditious fashion and will notify bidders in a timely manner of the results.

Type of Contract

A firm fixed price contract will be awarded as a result of this procurement. In addition to the provisions of this RFP and the winning proposal, which will be incorporated by reference in the resulting contract, any additional clauses or provisions required by federal or state law or regulation in effect at the time of execution of the resulting contract will be included.

The Agency reserves the right to make a contract award without any further discussion with the bidders regarding the proposals received. Therefore, proposals should be submitted initially on the most favorable terms available to the Agency from a price and technical standpoint. The Agency, however, reserves the right to conduct discussions with all responding bidders whose proposals are deemed to have the greatest potential for selection and award.

Communications with State Staff

From the date of issue of this RFP and until a determination is made and announced regarding the selection of a bidder, all contact regarding this RFP except those made pursuant to any pre-existing obligation, with personnel employed or contracted to the State of Maine must be approved in writing by the Contract Manager. The only exception to these restrictions is State personnel involved in oral presentations or personnel interviews.

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

Bidders are advised that only the Contract Manager can clarify issues or render any opinion regarding the RFP. No individual member of the Agency or other employee of the State is empowered to make binding statements regarding this RFP. The Contract Manager will issue any clarifications regarding the RFP in writing.

Written Questions and Answers

Any question regarding the meaning of any RFP provision must be submitted in writing to the Contract Manager, in an envelope clearly marked **“DIRIGO HEALTH AGENCY, AMCS YEAR 5 SUPPORT #200812331, Procurement Questions”**. Questions may be transmitted by FAX but must include a cover sheet clearly indicating that the transmission is to the attention of the Contract Manager showing the number of pages transmitted, and be clearly marked **“DIRIGO HEALTH AGENCY, AMCS YEAR 5 SUPPORT # 200812331, Procurement Questions”**.

Questions may also be sent via email (dha@maine.gov) with the subject “**DIRIGO HEALTH AGENCY, AMCS YEAR 5 SUPPORT # 200812331, Procurement Questions**”.

The State of Maine assumes no liability for assuring accurate/complete FAX or email transmission/receipt and will not acknowledge receipt except by addressing the questions received.

Under no circumstances will questions be entertained except in writing.

The Contract Manager will respond in writing to all substantive questions received. Only those answers received in writing will be considered binding. Any information given to bidders concerning the RFP including written questions and answers will be furnished in writing to all bidders who make their interest in the RFP known to the Agency by emailing dha@maine.gov.

All proposals, correspondence, addenda, memoranda, working papers, e-mails and any other documents or material related to this RFP are public records under Maine law and will be available for public inspection when the award decision is made. This includes proposals received in response to this RFP, both the selected proposal and the proposals not selected, and all materials included with any proposal without regard to whether the bidder considers the information provided to be confidential or proprietary.

Cost of Proposal Preparation

The entire cost for the preparation and submission, and the attendance at any oral presentation or personnel interviews will be borne by the bidder.

Submission of Proposals

One (1) original and four (4) duplicate copies of the entire proposal must be submitted in a sealed envelope/package marked “**DIRIGO HEALTH AGENCY, Request for Proposal, # 200812331 for AMCS YEAR 5 SUPPORT**” by the proposal due date specified in this RFP to:

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

Proposals must be received by 2:00 pm local time on January 16, 2009. Proposals that arrive late will be rejected.

The proposal must be bound on standard 8½” by 11” paper, except that charts, diagrams, and the like, which may be on fold-outs when folded fit into the 8½” by 11” format. All pages must be consecutively numbered, starting with page 1. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

An official authorized to legally bind the bidder must sign the original proposal.

Rejection of Proposals

The Agency reserves the right to reject proposals that contain material deviations from the requirements of this RFP. It is understood that all proposals, whether rejected or not, will become part of the Agency’s official file.

Revision of Request for Proposals

The Agency alone reserves the right to amend the RFP prior to the proposal due date. All bidders who all bidders who make their interest in the RFP known to the Agency by emailing dha@maine.gov will be notified in writing of any amendments to the RFP a minimum of seven (7) days prior to the due date. Should an amendment be issued with fewer than seven (7) days remaining prior to the due date, the due date will be extended. The Agency will not be responsible for any additional costs incurred as a result of any such changes in the RFP.

Rights of State Government

This RFP does not commit the Agency to award a contract, or pay any cost incurred in the preparation of a proposal in response to this RFP. The State reserves the right to reject proposals, and at its discretion may cancel or amend this RFP at any time.

Required Contractual Provisions

There are certain requirements, established by the State, with respect to proposals submitted in response to this RFP. The words “shall”, “must”, and “will” (except when used to denote futurity) will be considered as indicative of a requirement of this RFP.

Attached riders (Appendix B) will become part of the final contract. Riders B, C, and D contain terms related to payment and other general conditions as required by State of Maine purchasing policies and the Maine Attorney General’s office. The terms of Rider B cannot be modified. All bidders are expected to accept these terms as presented in this RFP. **Failure of the bidder to accept the terms of Rider B as presented may result in the disqualification of the proposal.**

Evaluation

An evaluation team will judge the merit of proposals in accordance with the general criteria defined herein.

Officials responsible for selecting the Provider shall ensure that the selection process accords equal opportunity and appropriate consideration to all who are capable of meeting the specifications.

The bidder must disclose any previous or ongoing relationships between the bidder and the Agency, the Bureau of Insurance, any health care provider, or health insurance provider as defined in Title 24-A M.R.S.A. Section 6903 (10), or any other party which could be considered a potential conflict of interest. Failure to disclose such relationships may result in disqualification of the proposal.

Failure of the bidder to provide all of the information requested in the Request for Proposals may result in disqualification of the proposal.

The Agency will assign responses to the specific instructions in this RFP to one of three (3) content areas, which together will total a **potential 100** points. The maximum available points will be distributed as follows:

Evaluation/Content Area	Points
Financial Terms:	34
Experience and Expert Qualifications:	33
Expected Quality of Service:	33

The bidder who achieves the highest rating, that is, the proposal that represents the best value to the State and its agents, will be awarded the contract subject to successful contract negotiations and required contract approvals.

Specific Proposal Requirements

1. Describe your company's organization, client philosophy, and management and provide a brief history. Describe your contractual relationships, if any, with organizations necessary to your full support of the State's projects (e.g., actuarial services, economic services, data information services, etc.).
2. Disclose any affiliations with insurance companies, managed care organizations, third party administrators, provider networks, hospitals, or health systems that do business in Maine.
3. Identify the individual who will serve as the managing consultant for the Agency account. Identify all other personnel who will be assigned to service this account. What office(s) would service the Agency?
4. Provide resumes for each of the individuals cited in the previous response.
5. Provide a representative list of current clients, including other state employee access initiatives, other public sector groups, and other large employers. Provide an outline of the work you have performed for four of these organizations. Provide four client references, including contact name and telephone number.
6. Describe your experience and familiarity with the Maine health care market.
7. Describe your familiarity with the Dirigo Health Agency and the Maine health care reform initiatives.
8. Provide samples of statistical multivariate regression analyses relating to health care economics you have performed in the past. Include descriptions of data sets used.
9. Provide examples of expert testimony relating to health care economics you have provided in the past.
10. Provide a descriptive narrative of your understanding of the requirements detailed in Appendix A, **Specifications of Work to be Performed**. The narrative should clearly define any technical requirements that are deemed necessary, but not identified herein. The extent of the respondent's understanding of the nature of these responsibilities will have a bearing upon the evaluation of the proposal.
11. Provide a schedule, detailed by level of personnel (i.e. director, manager, consultant, etc.) listing the estimated hours of work, the rate per hour, the total cost of each team member, and the overall cost of the work. As a separate item provide the amount of out-of-pocket expenses.

Appendices

A – Specifications of Work to Be Performed

The effort has three main components:

1. Recommend to Agency staff a methodology to determine aggregate measurable cost savings
2. Gather data, perform analysis, and develop the Aggregate Measurable Cost Savings Report and provide all supporting documentation, calculations and conclusions.
3. Provide support and expert testimony for the Board's Adjudicatory Hearing and the Superintendent's Hearing.

These three components are described in more detail below:

Recommend methodology

- Review and analyze relevant statutes and court decisions, past years' expert reports, past years' rulings, and information from Agency staff regarding initiatives
- Discuss potential Year 5 methodology(ies) with Agency staff based on above review and analysis
- Identify additional outside resources that may be necessary

Gather data, perform analysis, and develop report

- Collect data ,
- Update and/or create models as appropriate,
- Coordinate work among all resources to ensure calculations are done in consistent manner and meet the timeline established by the Agency,
- Calculate savings, and
- Develop report

Provide support and expert testimony for both the Board's adjudicatory hearing and the Superintendent's public hearing

- Provide all required documentation in the timeframes required,
- Work with Agency's counsel in preparing for and participating in hearings,
- Prepare necessary documents and exhibits for hearings,
- Provide written and in-person expert testimony regarding the methodology, calculations and conclusions in the report,
- Assist in the development of outside resources' expert testimony, documents and exhibits, and

- Review, analyze, and critique reports, exhibits, and testimony of expert and lay witnesses presented by other parties and provide rebuttal testimony as requested
- Analyze feedback from Board’s hearing and determination,
- Provide technical support in response to questions raised during the Superintendent’s process

B – Mandatory State Contract Riders

Rider B

RIDER B METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$ _____
2. **INVOICES AND PAYMENTS** The Department will pay the Provider as follows:

Payment shall be made by the Agency after receipt of approved itemized invoices submitted by the Contractor on usual billing forms or business letterhead.

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

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

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

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

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

Name: _____
Title: _____
Address: _____

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

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

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

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

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

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

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

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without

regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

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

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

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

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

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

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

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

in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

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

15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

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

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

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this

paragraph referred to as “person”) providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This

indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

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

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

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

22. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

23. **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.

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

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

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

27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

Rider G

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: _____**
- 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.