

Dirigo Health  
Governor's Office of Health Policy and Finance

Request for Proposal for Marketing Services  
October 2009

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## **Introduction**

### **OVERVIEW**

The Dirigo Health Agency (The Agency) and the Governor's Office of Health Policy and Finance (GOHPF) are seeking to partner with a marketing firm with a proven track record in developing and executing a marketing plan that is grounded in the principles of social marketing to advance the state's goal of reducing the rate of uninsured.

It is the goal of the Agency and GOHPF to receive proposals and select a single vendor to collaborate with to provide and implement these services.

The Bidder must provide the personnel, tools, and expertise to meet the requirements in this RFP.

The State of Maine is committed to selecting a vendor and to conducting this procurement in an open and competitive manner in full compliance with State and Federal regulations and policies.

The State reserves the right to purchase any or none of the product/solutions and/or services proposed in response to this RFP.

### **BACKGROUND**

The Federal Government awarded GOHPF an \$8.5 million grant, with the opportunity for four years of equal funding, to extend health coverage to uninsured, low income, part-time/seasonal workers who cannot afford their employer's sponsored insurance or are not offered that coverage by their employer.

Full details on the grant program are available at the Agency's web site:

[http://www.dirigohealth.maine.gov/Documents/project\\_narrative.pdf%20-%20Adobe%20Acrobat.pdf](http://www.dirigohealth.maine.gov/Documents/project_narrative.pdf%20-%20Adobe%20Acrobat.pdf)

The Federal Government has approved expenditures of up to \$820,000 in the first year of the grant for marketing and research activities.

This coverage will be offered in addition to the existing subsidized coverage the Agency already offers to small businesses, the self-employed, and individuals. For full information regarding the Agency and its programs, see the Agency's annual reports at:

[http://www.dirigohealth.maine.gov/Pages/agency\\_stats.html](http://www.dirigohealth.maine.gov/Pages/agency_stats.html)

The successful firm will develop and implement a marketing plan using the principles of social marketing with the goal of raising awareness and reducing the rate of the uninsured in the State of Maine.

## **GENERAL PROCEDURES**

### **QUESTIONS**

All questions regarding this Request for Proposal should be directed via e-mail to Karynlee Harrington at [dha.rfp@maine.gov](mailto:dha.rfp@maine.gov). The last day for submission of questions is October 29th, 2009.

### **SCHEDULE OF EVENTS**

RFP Issued	October 19 <sup>th</sup> , 2009
Questions Due	October 29 <sup>th</sup> , 2009
Response to Questions	November 3rd, 2009
Proposals Due	November 19 <sup>th</sup> , 2009

### **DEADLINE FOR SUBMITTING PROPOSALS**

4 sealed copies of the proposal must be clearly marked with the bidder's return address and the notation: "**Proposal RFP200910530: Marketing Dirigo**" and delivered to the Division of Purchases, Burton M. Cross Building - 4th Floor, State House Station 9, 111 Sewall St., Augusta, ME 04333-0009 no later than 2:00 p.m. local time on November 19th, 2009, at which time and place they will be opened. Please note that only proposals actually received and date stamped at the Division of Purchases prior to the stated time will be considered; bidders submitting proposals by mail are responsible for allowing adequate time for delivery. Proposals received after the 2:00 p.m. deadline will be rejected, without exception.

### **CONTRACT TERM**

The initial contract term shall be for a period of one (1) year, commencing upon approval of the contract document. The contract will be between the successful Bidder and GOHPF. The contract may be renewed for up to four (4) additional one-year periods.

## **CRITERIA FOR MAKING THE DECISION**

- Qualifications of the respondent, including the quality and insight of the respondent's suggested approach - 70%
- Business Arrangements, including commitments to fixed prices for key outcomes -30%

## **DISCLOSURE OF DATA**

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

## **COST OF PROPOSAL PREPARATION**

The entire cost for the preparation and submission of a proposal will be borne by the bidder.

## **REVISION OF REQUEST FOR PROPOSALS**

The State alone may elect to amend this RFP prior to the proposal due date. If it is necessary to revise any part of this RFP, the amendment will be posted on the Agency's web site. In no case will the RFP be amended within seven (7) days of the proposal due date, unless the amendment includes an extension of time to allow seven days between the amendment and the proposal due date. The State will not be responsible for any additional costs incurred as a result of said changes in the RFP.

## **ACCEPTANCE OF STANDARD STATE OF MAINE CONTRACT TERMS**

The successful bidder will be expected to enter into a Standard State of Maine Agreement to Purchases Services (BP54), a copy of which is attached to this RFP. Submission of a proposal in response to this RFP will be understood as the bidder's acceptance of the standard contract's terms and conditions.

## **SCOPE OF WORK**

In consultation with the Agency and GOHPF the successful firm will develop a marketing plan applying the principles of social marketing.

The services required in a marketing plan include but are not limited to:

- Focus Groups
- Campaign including development and positioning of key messages for each key stakeholder identified.
- Collateral development
- Media campaign

In consultation with the Agency and GOHPF the successful firm will contract with a non-profit consumer health organization, which has extensive experience in consumer outreach in Maine. This consumer health organization will target businesses, health care providers, schools, social and human services agencies, and community action programs, among others, to identify and enroll eligible, and potentially eligible, persons for this initiative.

The Bidder's proposal should address:

- Qualifications of the organization and the individuals who will perform the work; examples of successful marketing campaigns that applied the principles of social marketing.
- A statement of approach-including the recommended work steps and deliverables; timeframe etc. referencing the above as well as extending the approach as experience suggests;
- Prior experience with State of Maine agencies; and,
- Compensation formula with a detailed list of all items included in any suggested fee and a schedule of charges for all other cost items, including hourly rates, where and if applicable.

Qualified Applicants should have:

- Knowledge of the Dirigo Health Reforms
- Significant financial and personnel resources and stability

- Demonstrable experience in the development and launch of a social marketing campaign
- Demonstrated ability for quick turnaround and responding appropriately to evolving client needs
- Demonstrated ability to understand and convey a complex system

## **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 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 and Maine's large firms that offer health insurance and have numerous low income, uninsured, part-time/seasonal workers.
7. Describe your familiarity with the Dirigo Health Agency and the Maine health care reform initiatives.
8. 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. This schedule should form the basis of the bidder's fixed price bid. Prices should not include printing costs.

9. Provide a descriptive narrative of your understanding of the requirements detailed in the **Scope of Work** section of this RFP. 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.



**STANDARD STATE CONTRACTING LANGUAGE (BP54)**

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

STATE OF MAINE  
DEPARTMENT OF \_\_\_\_\_  
Agreement to Purchase Services

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

The AdvantageME Vendor/Customer number of the Provider is \_\_\_\_\_

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

- Rider A - Specifications of Work to be Performed
- Rider B - Payment and Other Provisions
- Rider C – Exceptions to Rider B
- Rider D, E, and/or F – (At Department’s Discretion)
- Rider G – Identification of Country in Which Contracted Work will be Performed

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

**DEPARTMENT OF \_\_\_\_\_**

By: \_\_\_\_\_  
Name and Title, Department Representative

and

\_\_\_\_\_

By: \_\_\_\_\_  
Name and Title, Provider Representative

Total Agreement Amount: \$ \_\_\_\_\_

Approved: \_\_\_\_\_  
Chair, State Purchases Review Committee  
BP54 (Rev 6/04)

**AdvantageME ACCOUNT CODING**

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM
VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM
VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM
VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM
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VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM
VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM

RIDER A  
SPECIFICATIONS OF WORK TO BE PERFORMED

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

1. **AGREEMENT AMOUNT** \$ \_\_\_\_\_

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

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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 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.

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 C  
EXCEPTIONS TO RIDER B

RIDER D

Not Required: For use at Department's Discretion

RIDER E

Not Required: For use at Department's Discretion

RIDER F

Not Required: For use at Department's Discretion

**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.