

STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE & FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY
Master Agreement to Purchase Services

THIS AGREEMENT, made this 28th day of April, 2016, is by and between the State of Maine, Department of Administrative & Financial Services, Office of Information Technology, hereinafter called "Department," and NH Learning Solutions Corporation located at 14115 Farmington Road, Livonia, MI 48154, telephone number 734-525-1501, hereinafter called "Provider", for the period of May 1, 2016 to April 30, 2018.

The AdvantageME Vendor/Customer number of the Provider is VC0000203382

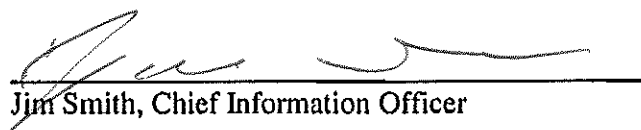
WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to 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 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 one (1) original copy.

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY

By:


Jim Smith, Chief Information Officer

and

NH LEARNING SOLUTIONS CORPORATION

By:


Mark McManus Jr. Chief Executive Officer

Total Agreement Amount: \$0 Master Agreement (Based on Usage)

Approved: _____
Chair, State Purchases Review Committee
BP54 (Rev 1/12)

The use of this standard form of agreement is controlled by and subject to revision by the Division of Purchases. The current version of this form is available at the Division website (<http://www.maine.gov/purchases/info/forms.html>), or at 9 State House Station, Augusta, Maine 04333-0009.

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

This document creates a Master Agreement under which Microsoft Training services will be delivered. (Hereinafter, the Master Agreement is referred to as the "Agreement" or "Contract.")

This Master Agreement is for the provision of Microsoft Training services and is entered into by the Department and the Provider pursuant to RFP#201511214. The Request for Proposal (RFP), RFP Questions and Answers, and the Provider's proposal are incorporated into this contract by reference. The following sections are adapted from the RFP and the Provider's proposal is provided below for clarification and ease of reference.

A. Coverage

This statewide Master Agreement may be used by all government agencies of the State of Maine. State boards, quasi-state government entities, political subdivisions of the State of Maine such as towns, cities and counties; Maine educational institutions, such as public school districts, state universities, and public colleges may participate in this Contract at the same prices, terms and conditions. Services furnished to Contract users will be billed directly to and paid for by the agency/board/town/city/county/college. The State of Maine shall have no responsibility for non-State Contract agreements.

B. Contract Term

Following the initial term of the contract, the Department may opt to renew the contract for one (1) renewal period of two (2) years for a total of four (4) years, subject to continued availability of funding and satisfactory performance.

C. General Requirements

The Department requires the Provider to deliver Microsoft Official Courses (MOC) using three (3) delivery methods:

1. Classroom-based (on-site, instructor-led)
2. Virtual (instructor-led)
3. Blended instruction may be necessary (any combination of all methods)

Self-paced training is excluded from the scope of this contract.

Training requests from the Office of Information Technology (OIT) to the Provider will be from OIT's Workforce Development Division. The Workforce Development Division will contact the Provider for an official quote. The quote issued by the Provider must include specific course name, dates of course, estimated number of students, original list price, per student rate, percent discount off list price, and total cost based on estimated number of students the Department estimates. Once the quote has been provided, the Department will issue a Delivery Order (DO) to the Provider. The Provider may register students, schedule, and coordinate the logistics of all training courses once DO has been issued.

Authorized users of other government agencies in the State of Maine will contact the Provider for an official quote as services are requested. The quote issued by the Provider must include specific course name, dates of

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course, estimated number of students, original list price, per student rate, percent discount off list price, and total cost based on estimated number of students the Department estimates. Once the quote has been provided, the Department will issue a DO to the Provider. The Provider may register students, schedule, and coordinate the logistics of all training courses once DO has been issued.

Once the Department has provided the names of students to be enrolled in a specific course, the Provider must send a notification email to the Department requestor and student(s) who have been enrolled in the training at a minimum of five (5) business days prior to the training start date. The notification email should be sent via email and shall include the following:

1. Instructor's name and contact information
2. Start time and location of training
3. Any other special instructions, or materials required

In the event, the Department notifies the successful Bidder of student enrollment within five (5) business days of the training start date, a notification message should be sent at the time of enrollment.

D. Service Location

The Provider is required to provide virtual and classroom-based training on-site in Augusta, Maine or at another designated location mutually agreed upon within the State of Maine.

At the Department's discretion some classroom-based training may be held at the successful Bidder's training facility. The successful Bidder's training facility must meet the following requirements:

1. Learning lab that provides students with necessary learning equipment such as computers, internet access, etc.
2. Compliant with the American Disability Act (ADA), <http://www.ada.gov/> and as requested, meet reasonable special accommodations.
3. An adjustable ventilation system must be installed on the premises (cooling and/or heating according to student needs).
4. Projection equipment such as an overhead projector and LCD panel, high-definition television or equivalent display device with a diagonal display area of at least 40 inches (one meter) must be available.
5. A projection screen with a diagonal measurement of at least six feet (or two meters) must be available.
6. Trainer must be able to darken the classroom for display purposes.

E. Microsoft Official Courses

The Department requires Microsoft Official Courses in all currently supported Microsoft technologies listed below and in compliance with Microsoft's Learning Competency Guidelines and Agreement, <https://partner.microsoft.com/US/40156117> which also includes end-user Microsoft Official Courses.

Microsoft Official Courses
Server
Window Server
Exchange Server
Lync Server

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SharePoint
System Center
Cloud
Desktop
Window
Applications
Office
Office 365
Microsoft Dynamics
Database
SQL
Developer
Visual Studio
Microsoft Azure

F. Certified Instructors

All training sessions must be conducted by Microsoft Certified Trainers (MCT). Trainers must have at least three (3) years of experience training adult students in Microsoft Official Courses. The Department reserves the right to review instructor's resumes in advance of scheduling training and also reserves the right to request a replacement instructor.

G. Certified Microsoft Courseware, Training Software, Tools, Reference Materials, and Post Training Surveys

1. The Provider will be required to provide all materials needed for all trainings. This includes registration, certified Microsoft courseware, training software, tools, reference materials, and post training surveys.
2. The Department requires the Provider to make materials, courseware, training software, student login, and reference materials available to students in a timely manner.
 - a. On-site: Courseware must arrive 2-3 business days prior to on-site course.
 - b. Provider's Training Facility: Courseware must be provided to students at the start of a course.
 - c. Virtual: Student log-in information must be provided 2-3 business days prior to the start of a course to ensure students will be ready to start course at the specified time.
3. The Department understands in extreme circumstances there may be times when materials (courseware, training software, student login, and any reference materials) will not be available in advance for a specific class. The Provider must notify Workforce Development Division as soon as possible, in the event of an extreme circumstance.

H. Student Certificate of Completion

All students that successfully complete a course will receive a certificate of completion within three (3) business days of course ending. Successful completion is defined as attending at least 80% of the class and completing at least 80% of the labs. The Provider will provide a certificate of completion to each student via email as well as provide a copy to the Department's Workforce Development Division.

I. Service Management

The Department requires high quality training courses that meet the requirements in a consistent, professional, and timely manner.

1. Service Level Agreements

a. Student Evaluation Satisfaction Survey

The Provider utilizes the Metrics That Matter post class evaluation system as part of Microsoft Learning Competency. The Department and the Provider shall establish a mutually agreed-upon student evaluation satisfaction survey to track student satisfaction in relation to the subscribed course.

The Provider will distribute student evaluation survey within twenty-four (24) hours after each course ends. All student responses to course evaluations must be sent to the Department within five (5) business days.

On a quarterly basis, the Provider shall provide the Department with a compiled report indicating each course for which they provided services and the overall satisfaction score for the course. Upon delivery of each report, the parties will meet to jointly identify any areas of student dissatisfaction, if any. The Provider must prepare a plan with the Department's input and approval to resolve student dissatisfaction.

Client Satisfaction Service Level Agreement			
Client Satisfaction	Service Measure	Performance Target	SLA Performance
Training Evaluation Survey Conducted after each training session	Training Evaluation Survey Results	Rating 4.0 or higher on a 5.0 scale	90%
Formula	For each course, sum of survey results from each participant divided by the total number of students responding to the training evaluation survey		
Penalties	An average course score result of less than 4.0 but greater than 3.0 will require a corrective action plan meeting between the Department and the bidder(s). Any average course scores less than 3.0 will result in a repeat of the course with no cost to the Department. Repeat course must be held within 90 days of the report.		

b. Start Time and Cancellation

The Department requires all courses to begin at the mutually agreed upon time. The Provider shall provide a report to the Department for each scheduled course that does not begin within thirty (30) minutes of the scheduled start time; the Provider shall be charged a penalty of 25% of the total cost

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of the session. If a scheduled class does not begin until 31 minutes or later than the scheduled start time the Department may notify the Provider that the class is considered cancelled and cancellation penalties will be assessed. Cancellation penalties will be equal to the total cost of the cancelled course.

The Provider must notify the Department in writing of course cancellation at least ten (10) business days prior to the course start date. The Department will not pay any fees for courses that are cancelled by the Provider.

The Department will make every effort to keep the agreed upon schedule for each training. In the event, the Department must cancel a scheduled course, no cancellation fees may be charged if the course is cancelled within two (2) business days of the scheduled course. If the Department cancels the course with less than two (2) business days from scheduled start of the course, a cancellation fee may be assessed to the Department, by the Provider. The Department reserves the right to negotiate any cancellation fees.

J. Microsoft Training Incentives and Vouchers

For the duration of the agreement, the Provider must participate in Microsoft-sponsored training incentives, including the Software Assurance Training Voucher program and Learning Partner Incentive Payment programs.

K. Website

For the duration of the agreement, the Provider must provide and maintain a user-friendly website for the duration of the resulting contract. The Provider's website must be on a modernized platform, intuitive, and easy to navigate. The website must include an up to date course catalog and general course descriptions.

L. Expenses

The Department will not pay any additional expenses beyond the per student cost for each course. Travel, registration, courseware, training software, tools, reference materials, shipping, and post-training surveys must be included in the per student cost.

M. Invoicing

The Provider must agree to provide invoices within thirty (30) days of course completion. The invoice shall include the following information:

- Course title
- Delivery method (example: classroom-based, onsite-instructor lead)
- Course dates
- Course duration
- Student names
- Cost per student
- Total cost

N. Provider Central Point of Contact

Tricia Richardson, Senior Account Executive, Maine
NH Learning Solutions Corporation
Tricia.Richardson@nhls.com
Telephone: 207-613-7092

RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$ \$0 Based on usage
2. **INVOICES AND PAYMENTS** The Department will pay the Provider as follows:
 - a. Invoices must be submitted with an attendee list which must also list: course and dates of course, and student names.
 - b. Invoices must be submitted to VMO.OIT@maine.gov
 - c. The cost per student will be discounted by the Provider at or above 53% off original list price per students. There is a minimum of six (6) students for private onsite and virtual trainings.

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** 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: Michelle D. Fournier
Title: Office of Information Technology, Director of Special Projects
Address: 51 Commerce Drive, Augusta Maine 04333
Telephone: 207-624-9986
Email: Michelle.Fournier@Maine.gov

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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: Kelly Samson-Rickert
Title: Office of Information Technology, Director of Workforce Innovations
Address: 51 Commerce Drive, Augusta Maine 04333
Telephone: 207- 624-9965
E-mail: Kelly.Rickert@Maine.gov

O. **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

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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

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discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO 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

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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.

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RIDER C
EXCEPTIONS TO RIDER B

There are no exceptions to Rider B.

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: MI**
- 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.