

Notice of Blanket Purchase Agreement



State Of Rhode Island and Providence Plantations
Department of Administration
Division of Purchases
One Capitol Hill
Providence, RI 02908-5860

V	
E	ALVAREZ & MARSAL PUBLIC SECTOR
N	SERVICES LLC
D	600 MADISON AVENUE 8TH FL
O	NEW YORK, NY 10022
R	United States

S	EOHHS-EXECUTIVE OFFICE OF HEALTH
H	AND HUMAN SERVICES
I	3 WEST ROAD
P	CRANSTON, RI 02920
T	United States
O	

CFO SUPPORT SERVICES	
Award Number	3644317
Revision Number	0
Effective Period	09-SEP-2019 - 07-DEC-2019
Approved PO Date	05-SEP-2019
Vendor Number	53703-iSupplier

Type of Requisition	*OTHER
Requisition Number	1629048
Change Order Requisition Number	
Solicitation Number	COOP
Freight	Paid
Payment Terms	NET 30
Buyer	- Francis, David
Requester Name	
Work Telephone	

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's purchasing regulations, available at www.purchasing.ri.gov.

SEPTEMBER 9, 2019 - DECEMBER 7, 2019

WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL SIX-MONTH EXTENSION TO BE EXERCISED AT THE OPTION OF THE STATE.

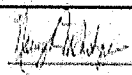
TEMPORARY CFO SERVICES IN ACCORDANCE WITH THE US COMMUNITIES COOPERATIVE RFP # 2000001342 AND OMNIA PARTNERS, PUBLIC SECTOR CONTRACT 4400005869 AND THE ATTACHED SCOPE OF WORK, INCLUDING COST SUMMARY, BETWEEN THE STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS, EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES AND ALVAREZ AND MARSAL PUBLIC SECTOR SERVICES LLC, WHICH IN THE EVENT OF A CONFLICT SHALL BE SUBSERVIENT TO THE STATE'S GENERAL CONDITIONS OF PURCHASE.

INVOICE TO

The State of Rhode Island accepts electronic invoices via its supplier portal. To register and submit electronic invoices, visit the supplier portal at <http://controller.admin.ri.gov/iSupplier/isup/index.php>

To submit paper invoices, mail to: Department of Administration Controller, One Capitol Hill, 4th Floor, Providence 02908.

STATE PURCHASING AGENT


Nancy R. McIntyre

<https://rules.sos.ri.gov/regulations/part/220-30-00-13>

NOT TO EXCEED - \$390,000.00

\$30,000.00 PER WEEK FOR 13 WEEKS

AGENCY CONTACT:
BENJAMIN SHAFFER
401-462-3058

SUPPLIER CONTACT:
TOM SHAFFER AND DAVID JAVDAN
TSHAFFER@ALVAREZANDMARSAL.COM; 202-680-2299
DJAVDAN@ALVAREZANDMARSAL.COM

Reference Documents: 3644317 Scope of Work.pdf
Certificate 3644317.pdf
ERK (including Crime) \$15M.pdf

Line	Description	Unit	Unit Price (USD)
1	APA-19460 CFO SUPPORT Services NTE \$390,000.00 (30K PER WEEK FOR 13 WEEKS)	Each	1

INVOICE TO

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STATE PURCHASING AGENT


Nancy R. McIntyre

Contract Terms and Conditions

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Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

AUTO / VEHICLE PURCHASE ORDER

THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS APPLY TO THIS PURCHASE ORDER: 1. ALL VEHICLES MUST BE DELIVERED WITHOUT DEALER'S NAME OR ADVERTISING OF ANY TYPE VISIBLE ON THE BODY. 2. EACH VEHICLE DELIVERED TO THE STATE MUST BE ACCOMPANIED BY A "CERTIFICATE OF ORIGIN" CONTAINING THE MANUFACTURER'S VEHICLE IDENTIFICATION NUMBER (VIN), THE NUMBER OF ENGINE CYLINDERS AND ENGINE TYPE, A GENERAL DESCRIPTION OF THE BODY, AND THE MODEL NAME OR NUMBER. CERTIFICATE OF ORIGIN MUST BE ASSIGNED TO STATE OF RI/FLEET OPERATIONS, ONE CAPITOL HILL, PROVIDENCE, RI 02908 UNLESS THE VEHICLE IS BEING PURCHASED BY THE RHODE ISLAND STATE POLICE. IF SO, CERTIFICATE OF ORIGIN MUST BE ASSIGNED TO RHODE ISLAND STATE POLICE, 311 DANIELSON PIKE, NORTH SCITUATE, RI 02857. 3. THE VENDOR MUST WARRANT FULL AND UNENCUMBERED TITLE TO THE VEHICLE(S) AS OF THE DATE OF DELIVERY TO THE STATE. 4. TITLE CERTIFICATES MUST BE PROVIDED AT THE TIME OF DELIVERY TO THE STATE.

CAMPAIGN FINANCE COMPLIANCE

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at: <https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

For all Purchase Orders issued on behalf of the University of Rhode Island, Community College of Rhode Island, and Rhode Island College, vendors will receive a confirming order from the respective entity prior to proceeding.

MASTER PRICE AGREEMENT CONTRACT ADMINISTRATIVE FEE

In 2017 the General Assembly amended the "State Purchases Act", R. I. Gen. Laws § 37-2-12 (b) to authorize the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements ("MPA") a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against their MPA contracts. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to State procurement. In accordance with this legislative initiative the Division of Purchases is upgrading the State procurement system through the purchase and installation of an eProcurement system.

The contract administrative fee shall be applicable to all purchase orders issued relative to State MPA contracts. Therefore, effective January 1, 2020 all MPA contracts shall be assessed the 1% contract administrative fee.

INSURANCE REQUIREMENTS (ADDITIONAL)

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "SHIP TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

BLANKET PAYMENT

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.



ALVA&MA-01

BEGEL1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/5/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Nathan Butwin Company, Inc. 60 Cutter Mill Rd. Ste. 414 Great Neck, NY 11021	CONTACT NAME: Ellen Begun	
	PHONE (A/C, No, Ext): (516) 466-4200	FAX (A/C, No): (516) 466-4213
	E-MAIL ADDRESS: info@butwin.com	
INSURED Alvarez & Marsal Public Sector Services LLC Metropolitan Square 655 15th Street NW, Suite 600 Washington, DC 20005	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Federal Insurance Company	
	INSURER B: Rated by Multiple Companies	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC #	
	01295	
	00914	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		35846225	4/12/2019	4/12/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included Empl Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO-OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		73535272	4/12/2019	4/12/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		79847592	4/12/2019	4/12/2020	EACH OCCURRENCE \$ 22,000,000 AGGREGATE \$ 22,000,000 \$ 22,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	12WBAB6U5L	6/1/2019	6/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> Property			35846225	4/12/2019	4/12/2020	Limit 3,065,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The State of Rhode Island and CFO Support Services is listed as an additional insured under the General Liability, Auto Liability and Excess Liability coverages. A 20 day advance cancellation notice will be provided to the certificate holder.

CERTIFICATE HOLDER

CANCELLATION

Rhode Island Department of Administration, Division of
Purchases
One Capital Hill
Providence, RI 02908-5855

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ellen Begun



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/05/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MCGRIFF, SEIBELS & WILLIAMS, INC. 3400 Overton Park Drive SE Suite 300 Atlanta, GA 30339	CONTACT NAME: PHONE (A/C, No, Ext): 404 497-7500 FAX (A/C, No): E-MAIL ADDRESS:														
INSURED Alvarez & Marsal Public Sector Services, LLC Metropolitan Square 655 15th St NW Suite 600 Washington, DC 20005	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: XL Specialty Insurance Company	37885	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: TQZA8JY8

REVISION NUMBER:

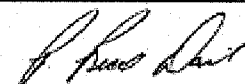
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Executive Risk Package (D&O, EPL, FID, Crime, Cyber, E&O)			US00026994DO19A	04/30/2019	04/30/2020	Limit of Liability \$ 15,000,000 \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The State of Rhode Island and CFO Support Services is listed as a Loss Payee under the Crime policy. A 20 day advance cancellation notice will be provided to the certificate holder.

CERTIFICATE HOLDER**CANCELLATION**

Rhode Island Department of Administration Division of Purchases One Capitol Hill Providence, RI 02908-5855	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
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County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

APR 29 2015

Alvarez & Marsal Public Sector Services, LLC
555 Thirteenth St. NW.
5th Floor West
Washington, DC 20004

Attention: Melissa Glynn; Managing Director

Reference: RFP 2000001342, Innovative Solutions, Applications, Products and Services

Dear Ms. Glynn:

Acceptance Agreement

Contract Number: 4400005869

This Acceptance Agreement signifies a contract for Government Efficiency Performance Improvement (GEPI) consulting services. The period of the contract shall be Three (3) years from Date of Award, with two (2) three-year renewal options or any combination of time equally not to exceed six additional years.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement; and
- 2) The Attached Memorandum of Negotiation.

Please note that this is not an order to proceed. A Purchase Order constituting your notice to proceed will be issued to your firm. Please provide your Insurance Certificate according to Special Provisions, Section 17, within 10 days after receipt of this letter. All questions in regards to this contract shall be directed to the Contract Specialist, Kristy D. Varda, at 703-324-3217 or via e-mail at kristy.varda@fairfaxcounty.gov.

Sincerely,

Cathy A. Muse, CPPO
Director/County Purchasing Agent

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm
Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

MEMORANDUM OF NEGOTIATIONS RFP2000001342

The County of Fairfax (hereinafter called the County) and Alvarez & Marsal Public Sector Services, LLC. (hereinafter called the Contractor) hereby agree to the following in the execution of Contract 4400005869 for Government Efficiency Performance Improvement (GEPI) services. The final Contract contains the following documents:

- a. County's Request for Proposal RFP2000001342 and all Addenda;
- b. The Contractor's Technical Proposal dated December 1, 2014;
- c. The Contractor's Revised Cost Proposal dated February 27, 2015;
- d. The Contractor's Response to Clarifications Questions with the attached Marketing Plan dated January 21, 2015;
- e. This Memorandum of Negotiation and any Attachments;
- f. County purchase order;
- g. Any amendments subsequently issued.

In addition, the County and the Contractor agreed to the following:

1. For non-contractual matters a County Point of Contact (POC) for this contract will be established by each department as needed.

ACCEPTED BY:

Melissa Glynn
Melissa Glynn
Alvarez & Marsal Public Sector Services, LLC.

4/14/15

Date

Cathy A. Muse
Cathy A. Muse, CPPO
Director/County Purchasing Agent

4/28/15

Date



County of Fairfax, Virginia

AMENDMENT

Date: **JUL 28 2017**

AMENDMENT NO. 1

CONTRACT TITLE: Government Efficiency Performance Improvement Services

CONTRACTOR

Alvarez & Marsal Public Sector Services, LLC
555 Thirteenth St. NW.
5th Floor West
Washington, DC 20004

SUPPLIER CODE

1500037679

CONTRACT NO.

4400005869

By mutual agreement, Contract 4400005869 is amended as follows:

1. To allow a 1.1% price increase for the following items as indicated below:

Labor Category	Old Rates	New Rates
Senior Executive/Subject Matter Expert	\$ 495.60	\$ 501.05
Managing Director	\$ 466.10	\$ 471.23
Principal	\$ 436.60	\$ 441.40
Director	\$ 395.30	\$ 399.65
Lead Manager	\$ 330.40	\$ 334.03
Senior Associate/Associate	\$ 309.16	\$ 312.56
Senior Consultant/Consultant	\$ 236.00	\$ 238.60
Financial Analyst	\$ 198.24	\$ 200.42

2. To change the contact as follows:

	Old Contact	New Contact
Contact	Melissa Glynn	John Cox
Telephone	(202) 412-5212	(202) 729-2125
E-mail	mglynn@alvarezandmarsal.com	jcox@alvarezandmarsal.com

All other terms and conditions remain the same.

ACCEPTANCE:

BY: John W. Cox
(Signature)
John W. Cox
(Printed)

Managing Director
(Title)
July 27, 2017
(Date)

Cathy A. Muse
Cathy A. Muse, CPPO
Director/County Purchasing Agent

Steve Pierson, CPPB
Contracts Manager

DISTRIBUTION:

Department of Finance - Accounts Payable/e
DPMM

US Communities – Matt East/meast@uscommunities.org
Contractor/ uscommunities@alvarezandmarsal.com

Contract Specialist II – Yong Kim
ACS, Team 1 – J. Waysome-Tomlin

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpmm
Phone (703) 324-3201, TTY: 711, Fax: (703) 324-3228

MM



County of Fairfax, Virginia

AMENDMENT

FEB - 1 2018

AMENDMENT NO. 2

CONTRACT TITLE: Government Efficiency Performance Improvement Services

CONTRACTOR

Alvarez & Marsal Public Sector Services, LLC
555 Thirteenth St. NW
5th Floor West
Washington, DC 20004

SUPPLIER CODE

1500037679

CONTRACT NO.

4400005869

By mutual agreement, contract 4400005869 is amended as follows:

1. Renewed for three (3) years, effective April 29, 2018 through April 28, 2021. This is the first of two three (3) year renewal options.
2. To allow a 2.4% price increase for the following items as indicated below effective April 29, 2018:

Labor Category	Old Rates	New Rates
Senior Executive/Subject Matter Expert	\$ 501.05	\$ 513.08
Managing Director	\$ 471.23	\$ 482.54
Principal	\$ 441.40	\$ 451.99
Director	\$ 399.65	\$ 409.24
Lead Manager	\$ 334.03	\$ 342.05
Senior Associate/Associate	\$ 312.56	\$ 320.06
Senior Consultant/Consultant	\$ 238.60	\$ 244.33
Financial Analyst	\$ 200.42	\$ 205.23

All other terms and conditions remain the same.

Contractor shall submit an updated certificate of insurance in accordance with Section 17, INSURANCE PROVISIONS, of RFP #2000001342 within ten (10) days after receipt of this executed amendment.

ACCEPTANCE:

BY:

John W. Cox
(Signature)

John W. Cox
(Printed)

Managing Director
(Title)

1/25/18
(Date)

Patricia Innocenti
for Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION:

Department of Finance – Accounts Payable/e
DPMM

US Communities – Matt East - meast@uscommunities.org

US Communities – Corey Imhoff - cimhoff@uscommunities.org

Contractor – uscommunities@alvarezandmarsal.com & jrust@alvarezandmarsal.com

Contract Specialist – Yong Kim, CPPB
ACS, Team 1 – J. Waysome-Tomlin

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpmm

Phone (703) 324-3201, TTY: 711, Fax: (703) 324-3228



County of Fairfax, Virginia

AMENDMENT

Date:

APR 18 2019

AMENDMENT NO. 3

CONTRACT TITLE: Government Efficiency Performance Improvement Services

CONTRACTOR

Alvarez & Marsal Public Sector Services, LLC
555 Thirteenth St. NW.
5th Floor West
Washington, DC 20004

SUPPLIER CODE

1500037679

CONTRACT NO.

4400005869

By mutual agreement, Contract 4400005869 is amended as follows:

1. To allow a 2.0 % price increase for the following items as indicated below effective April 29, 2019:

Labor Category	Old Rates	New Rates
Senior Executive/Subject Matter Expert	\$ 513.08	\$ 523.34
Managing Director	\$ 482.54	\$ 492.19
Principal	\$ 451.99	\$ 461.03
Director	\$ 409.24	\$ 417.42
Lead Manager	\$ 342.05	\$ 348.89
Senior Associate/Associate	\$ 320.06	\$ 326.46
Senior Consultant/Consultant	\$ 244.33	\$ 249.22
Financial Analyst	\$ 205.23	\$ 209.33

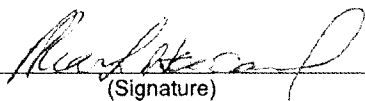
2. To remove and replace bullet six under Key Assumptions, of the Contractor's Revised Cost Proposal dated February 27, 2015 with the following:

- In subsequent years, the contractor may request price adjustments based on the Consumer Price Index (CPI-U), Table 7, U.S. City average, by expenditure category, 12-month analysis table (<https://www.bls.gov/news.release/cpi.t07.htm>). From March 2018 through March 2019, the rate of increase was 1.9% (<https://www.bls.gov/news.release/pdf/cpi.pdf>). When a rate increase is requested, the future rate request will be based on the current CPI. For example, a request to increase the 2020 rate would be based on the March 2019 to March 2020 increase.

All other terms and conditions remain the same.

ACCEPTANCE:

BY:


(Signature)

Mark Howard


(Printed)

Managing Director

(Title)

April 12, 2019

(Date)


Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION:

Department of Finance - Accounts Payable/e
DPM
Contractor/ jrust@alvarezandmarsal.com

Contract Specialist II – Yong Kim
ACS, Team 1 – J. Waysome-Tomlin
OMNIA Partners - Christine.Dorantes@omniapartners.com

Department of Procurement & Material Management

12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/procurement/

Phone (703) 324-3201, TTY: 711, Fax: (703) 324-3228

September 9, 2019- December 7, 2019

WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL SIX-MONTH
EXTENSION TO BE EXERCISED AT THE OPTION OF THE STATE

TEMPORARY CFO SERVICES IN ACCORDANCE WITH THE US COMMUNITIES
COOPERATIVE RFP #2000001342 AND OMNIA PARTNERS, PUBLIC SECTOR
CONTRACT 4400005869 AND THE ATTACHED SCOPE OF WORK, INCLUDING
COST SUMMARY, BETWEEN THE STATE OF RHODE ISLAND AND
PROVIDENCE PLANTATIONS, EXECUTIVE OFFICE OF HEALTH AND HUMAN
SERVICES AND ALVAREZ AND MARSAL, WHICH, IN THE EVENT OF A
CONFLICT SHALL BE SUBSERVIENT TO THE STATE'S GENERAL
CONDITIONS OF PURCHASE.

NOT TO EXCEED- \$390,000.00

\$30,000.00 per week for 13 weeks

Line info:

Temporary CFO Services NTE \$390,000.00 (30K per week for 13 weeks)	Each	\$1.00
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SCOPE OF WORK

Contractor will provide one full-time senior finance team member with previous government CFO experience as well as one part-time team member with significant Human Services transformation / leadership experience. Additional executive support will be provided by senior leaders from Contractor's Public Sector Practice group and/or their advisors with significant finance and/or child welfare subject matter expertise.

The primary focus of Phase I is to provide surge leadership and support to DCYF's finance function, with a focus on understanding costs to guide decision-making and inform future policy considerations. The foundation established will facilitate successful onboarding of incoming DCYF senior finance leaders and the development of existing DCYF finance staff.

Key activities to be performed by Contractor will include:

1. Provide surge leadership and support to DCYF's finance function
2. Review recent financial reports and audits produced by or related to DCYF
3. Review DCYF's daily finance operations, and progress on current initiatives
4. Meet with DHS and DCYF leadership to understand key financial priorities and challenges
5. Review key existing financial models and underlying financial data
6. Perform detailed financial analysis to understand sources of recent forecast variances
7. Create models to facilitate creation of future financial projections
8. Review current DCYF contracts and provide financial perspective to support DCYF's discussions / negotiations
9. Deliver guidance to existing DCYF finance staff to facilitate performance improvement
10. Provide financial updates, upon request, to key internal stakeholders
11. Assist incoming DCYF senior finance leaders to facilitate successful onboarding

COST SUMMARY

- Weekly cost: \$30k, including expenses
- 13-week cost: 390K, Including expenses

TEAM MEMBERS

- Val Collens (full-time): CPA with 25+ years of providing sustainable changes in processes, systems, fiscal management, auditing, compliance monitoring, and information technology in the public and private sectors. Served as the Commissioner of Finance (CFO) for the Government of the Virgin Islands and Executive Director of the V.I. Public Finance Authority and successfully transformed financial reporting, key business processes and IT. Val is a Project Management Professional (PMP) and earned an MBA from Harvard Business School.
- Daniel Harlan (part-time): A&M Senior Director and co-leader of A&M's HHS practice, who has six years of experience serving as A&M's project lead for Maryland's Developmental Disabilities Administration (DDA), a \$1+ billion Medicaid program. After working to stabilize programmatic and fiscal operations, he helped DDA establish and execute a plan for transformation of its service delivery model working closely with state officials and stakeholders to re-engineer all operational processes, develop and transition to a new IT platform, transform provider payment, and implement programmatic and policy changes. The programmatic and operational changes he led helped reduce state General Fund expenditures by more than \$15 million. With a focus on operational efficiency and cost reduction, Daniel has helped government organizations make informed decisions about their future. Daniel earned a bachelor's degree in systems engineering from the University of Virginia and has both Project Management Professional (PMP) and Prosci® Change Management Certifications.
- Tom Shaffer (Project Executive; SME - Finance): A&M's Co-National Practice Leader for Public Sector Services that is currently serving as the project executive leading A&M's Child Welfare work for Oregon. Tom has previously driven financial transformation in the North Carolina Medicaid system and is also currently leading A&M's role in the transformation of the Maryland Department of Health's Developmental Disabilities Administration. A Certified Project Management Professional (PMP) who has served in senior finance roles in both the private and public sectors, Tom earned an MBA from Harvard Business School.
- Teresa James (SME - Child Welfare): Former Commissioner for Kentucky's Department of Community Based Services. Prior to her appointment by Governor Steven Beshear, she was the Acting Commissioner and Deputy Commissioner. She has over 25 years of clinical social work experience, including more than 22 years working with severely abused and neglected children, their families and vulnerable adults, and began her career in social work in 1986 as a frontline child protective services worker. Teresa has a Bachelor's degree in Social Work and a Master's degree in Clinical/Medical Social Work from the University of Kentucky.