



# RI Purchase Agreement Amendment Report

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
 ONE CAPITOL HILL  
 PROVIDENCE RI 02908

ADJUSTERS INTERNATIONAL INC  
 126 BUSINESS PARK DR  
 UTICA, NY 13502  
 United States

Amendment Date: 17-JUN-15  
 Original Award Date: 06-JUL-12  
 Buyer: L Hill  
 Phone #:  
 FOB: Destination  
 Terms: NET 30  
 Vendor # 41410

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 1 Award Number <b>3283452</b> Effective Period 20-JUL-12 - 19-JUL-17	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	EMERGENCY MANAGEMENT AND HOMELAND SECURITY SERVICES - MPA 388			

Description			Bid Number	Change Order Req#	
EMERGENCY MANAGEMENT AND HOMELAND SECURITY SERVICES - MPA 388					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #3283452 DATED 7/6/12  CHANGE EFFECTIVE PERIOD FROM: 7/20/12 - 7/19/15 TO: 7/20/12 - 7/19/17  WITH THE OPTION TO RENEW EXERCISED IN ACCORDANCE WITH RFP #7449112.			

**STATE PURCHASING AGENT**  
  
 Nancy R. McIntyre



# Notice of Contract Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
ONE CAPITOL HILL  
PROVIDENCE RI 02908

ADJUSTERS INTERNATIONAL INC  
126 BUSINESS PARK DR  
UTICA, NY 13502  
United States

EMERGENCY MANAGEMENT AND HOMELAND SECURITY SERVICES - MPA 388	
<b>Award Number</b> 3283452	<b>Effective Period:</b> 20-JUL-12 - 19-JUL-15

<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST RI MPA United States
--	--

<b>Date:</b>	06-JUL-12
<b>Buyer:</b>	L Hill
<b>Shipping:</b>	Paid
<b>Terms:</b>	NET 30
<b>Vendor#:</b>	41410

<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST RI MPA United States
--	--

Department	Type of Requisition	Bid Number	Requisition Number
		7449112 N/A	

7/20/12 - 7/19/15

WITH THE OPTION TO RENEW FOR ONE (1) ADDITIONAL TWO-YEAR TERM.

MASTER PRICE AGREEMENT #388

EMERGENCY MANAGEMENT AND HOMELAND SECURITY SERVICES

SCOPE OF SERVICES: 2. FEDERAL PROGRAM EMERGENCY / DISASTER ASSISTANCE

PER THE ATTACHED PRICING

SUPPLIER CONTACT PERSON:  
JOHN MARINI - (315) 797-3035  
jmarini@adjustersinternational.com

<b>STATE PURCHASING AGENT</b>
Lorraine A. Hynes

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). Delivery of goods or services as described herein shall be deemed acceptance of these requirements.



800.382.2468

ADJUSTERSINTERNATIONAL.COM

## Cost Information

AI proposes to perform all FEMA-related consulting engagements on a time-and-expense basis, which is invoiced monthly. AI's compensation will be a function of the type of expertise provided to Rhode Island based on the tasks requested by the State and as generally outlined under this proposal. The following is a listing of titles and rates for AI team members who will staff this engagement on an as-needed basis.

Position	Hourly Rate
Principal/CEO/COO	No Charge
Engagement Manager (John Agostino)	No Charge
FEMA Training Specialist	No Charge
Project Manager	\$185
Deputy Project Manager	\$155
Public Assistance Coordinator	\$100
Public Assistance Liaison/Project Officer	\$90
Preliminary Damage Assessment Field Staff	\$90
Clerical Support	\$55
Technical Specialist I	\$90
Technical Specialist II	\$80
Appeal & Dispute Resolution Specialist	\$195
Subject Matter Experts	\$195
Data Coordinator	\$75
Insurance Specialist	\$98
Insurance Reviewer	\$90
Permitting/Regulatory Officer/Reviewer	\$90
Resource Coordinator	\$75
Special Teams Officer/Reviewer	\$90
Debris Management Specialist/Reviewer	\$90
Environmental Specialist	\$90
Appeal & Dispute Resolution Specialist	\$195
Information Technology Specialist	\$90
Senior Planner	\$190
Planner	\$165
Training & Exercise Specialist	\$165
Mitigation Specialist	\$105
Senior Logistics Consultant	\$240
Logistics Consultant	\$190
Logistics Operations Manager	\$110
Logistics Operations Specialist/Supervisor	\$100
State-Requested Skills or Expertise Not Listed	Negotiated

Our hourly rate as presented includes all overhead, profit and related operational expenses. Travel-related expenses (airfare, transportation, lodging, meals and incidentals) will be billed to the State at cost. We will make every effort to keep expenses to a minimum, and encourage the State to assist us with this by any means available.

Professional fees will be invoiced for payment on a monthly basis. Because of AI's timekeeping system, some invoices may be for periods of less or more than thirty days.

As this is a time-and-expense engagement, the State has the ability to decide which tasks AI will assist them with. Consequently, the overall cost of this engagement is at all times subject to the State's desired level and length of AI's service.



800.382.2468  
ADJUSTERSINTERNATIONAL.COM

### **Direct Administrative Costs**

FEMA Disaster Assistance Policy (DAP) 9525.9 Section 324 Management Costs and Direct Administrative Costs provides for FEMA to pay a share of outsourced grant management services. However as with most FEMA policies, the accounting requirements are often burdensome. Our web-based accounting and tracking system has been modified to satisfy the requirements imposed on Rhode Island by FEMA. Specifically, our system tracks work and related costs by applicant to the project level. This level of detail and accounting allows Rhode Island to have these costs directly reimbursed through the Category Z PW.



**PAAWD**

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.

**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.

**CAMPAIGN INCLUDING ARRA SUPPLEMENTAL TERMS & CONDITIONS**

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056).

**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](http://www.purchasing.ri.gov)."

---

## **TERMS**

**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. \

**P1**

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.  
PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY  
RENDERED INVOICES TO THE RECEIVING AGENCY. ANY UNUSED  
BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

**P6**

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY  
COMPLIANCE.

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.

## INSURANCE2

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 "BILL 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.

