



# RI Purchase Agreement Amendment Report

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

DMC ENGINEERING INC  
 4 CANDLESTICK LN  
 FRAMINGHAM, MA 01702  
 United States

Amendment Date: 28-FEB-14  
 Original Award Date: 13-DEC-06  
 Buyer: T Bovis  
 Phone #:  
 FOB: Destination  
 Terms: NET 30  
 Vendor # 2652

<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number <b>10</b> Award Number <b>3017250</b> Effective Period <b>01-DEC-06 - 14-MAR-14</b>	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	A&E SVCS SUPPORT PRIMARY ELECTRICAL DISTRIBUTION SYS - MPA-375			

Description			Bid Number	Change Order Req#	
A&E SVCS SUPPORT PRIMARY ELECTRICAL DISTRIBUTION SYS - MPA-375					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #3017250 MPA #375  CHANGE EFFECTIVE PERIOD: FROM: 12/1/06 - 2/28/14 TO: 12/1/06 - 3/14/14  TO EXTEND CONTRACT TERM THROUGH 3/14/14 WHICH ALLOWS TIME FOR REBIDDING FOR RESOLUTION OF AWARDS.			

**STATE PURCHASING AGENT**  
  
 Lorraine A. Hynes



# RI Purchase Agreement Amendment Report

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

DMC ENGINEERING INC  
 4 CANDLESTICK LN  
 FRAMINGHAM, MA 01702  
 United States

Amendment Date: 31-JAN-14  
 Original Award Date: 13-DEC-06  
 Buyer: T Bovis  
 Phone #:  
 FOB: Destination  
 Terms: NET 30  
 Vendor # 2652

<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number <b>9</b> Award Number <b>3017250</b> Effective Period <b>01-DEC-06 - 28-FEB-14</b>	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	A&E SVCS SUPPORT PRIMARY ELECTRICAL DISTRIBUTION SYS - MPA-375			

Description			Bid Number	Change Order Req#	
A&E SVCS SUPPORT PRIMARY ELECTRICAL DISTRIBUTION SYS - MPA-375					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #3252167 MPA #375  CHANGE EFFECTIVE PERIOD: FROM: 12/1/06 - 1/31/14 TO: 12/1/06 - 2/28/14  TO EXTEND CONTRACT TERM THROUGH 2/28/2014 WHICH ALLOWS TIME FOR REBIDDING FOR RESOLUTION OF AWARDS.			

**STATE PURCHASING AGENT**  
  
 Lorraine A. Hynes



# RI Purchase Agreement Amendment Report

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

DMC ENGINEERING INC  
4 CANDLESTICK LN  
FRAMINGHAM, MA 01702  
United States

Amendment Date: 21-NOV-13  
Original Award Date: 13-DEC-06  
Buyer: T Bovis  
Phone #:  
FOB: Destination  
Terms: NET 30  
Vendor # 2652

S H I P  T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 8 Award Number <b>3017250</b> Effective Period <b>01-DEC-06 - 31-JAN-14</b>	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	A&E SVCS SUPPORT PRIMARY ELECTRICAL DISTRIBUTION SYS - MPA-375			

Description			Bid Number	Change Order Req#	
A&E SVCS SUPPORT PRIMARY ELECTRICAL DISTRIBUTION SYS - MPA-375				DOA-PURCHASES	
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #3252167  CHANGE EFFECTIVE PERIOD: FROM: 12/1/06 - 11/30/13 TO: 12/1/06 - 1/31/14  TO EXTEND CONTRACT TERM THROUGH 1/31/2014 WHICH ALLOWS TIME FOR REBIDDING FOR RESOLUTION OF AWARDS.			

STATE PURCHASING AGENT  
  
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.state.ri.gov](http://www.purchasing.state.ri.gov). Delivery of goods or services as described herein shall be deemed acceptance of these requirements



# RI Purchase Agreement Amendment Report

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

DMC ENGINEERING INC  
 4 CANDLESTICK LN  
 FRAMINGHAM, MA 01702  
 United States

Amendment Date: 05-SEP-13  
 Original Award Date: 13-DEC-06  
 Buyer: T Bovis  
 Phone #:  
 FOB: Destination  
 Terms: NET 30  
 Vendor # 2652

<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	<b>I N V O I C E</b>	Change Order Number <b>7</b> Award Number <b>3017250</b> Effective Period <b>01-DEC-06 - 30-NOV-13</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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A&E SVCS SUPPORT PRIMARY ELECTRICAL DISTRIBUTION SYS - MPA-375

Description			Bid Number	Change Order Req#	
A&E SVCS SUPPORT PRIMARY ELECTRICAL DISTRIBUTION SYS - MPA-375				DOA-PURCHASES	
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #3017250 DATED 12/13/06:  CHANGE EFFECTIVE PERIOD: FROM: 12/1/06 - 8/31/13 TO: 12/1/06 - 11/30/13  ONE MONTH EXTENSION PENDING REPROCUREMENT OF MPA 375.			

**STATE PURCHASING AGENT**

*Lorraine A. Hynes*

Lorraine A. Hynes



# RI Purchase Agreement Amendment Report

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

DMC ENGINEERING INC  
 4 CANDLESTICK LN  
 FRAMINGHAM, MA 01702  
 United States

Amendment Date: 13-MAY-13  
 Original Award Date: 13-DEC-06  
 Buyer: T Bovis  
 Phone #:  
 FOB: Destination  
 Terms: NET 30  
 Vendor # 2652

<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number <b>6</b> Award Number <b>3017250</b> Effective Period <b>01-DEC-06 - 31-AUG-13</b>	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	A&E SVCS SUPPORT PRIMARY ELECTRICAL DISTRIBUTION SYS - MPA-375			

Description			Bid Number	Change Order Req#	
A&E SVCS SUPPORT PRIMARY ELECTRICAL DISTRIBUTION SYS - MPA-375				DOA-PURCHASES	
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #3017250  CHANGE EFFECTIVE PERIOD: FROM: 12/1/06 - 1/31/13 TO: 12/1/06 - 8/31/13  EXTEND CONTRACT TERM THROUGH 8/31/13 TO ALLOW FOR RE-BID.			

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



# RI Purchase Agreement Amendment Report

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

DMC ENGINEERING INC  
 4 CANDLESTICK LN  
 FRAMINGHAM, MA 01702  
 United States

Amendment Date: 28-OCT-12  
 Original Award Date: 13-DEC-06  
 Buyer: J Moynihan  
 Phone #:  
 FOB: Destination  
 Terms: NET 30  
 Vendor # 2652

<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 4 Award Number <b>3017250</b> Effective Period 01-DEC-06 - 31-JAN-13	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	A&E SVCS SUPPORT PRIMARY ELECTRICAL DISTRIBUTION SYS - MPA-375			

Description			Bid Number	Change Order Req#	
A&E SVCS SUPPORT PRIMARY ELECTRICAL DISTRIBUTION SYS - MPA-375					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO P.O. #3017261  CHANGE EFFECTIVE PERIOD: FROM: 12/1/06 - 12/1/11 TO: 12/1/06 - 1/31/13  EXTEND CONTRACT TERM THROUGH 1/13 WHICH ALLOWS TIME FOR REBIDDING FOR RESOLUTION OF AWARDS.			

**STATE PURCHASING AGENT**  
  
 Lorraine A. Hynes



# RI Purchase Agreement Amendment Report

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

DMC ENGINEERING INC  
 4 CANDLESTICK LN  
 FRAMINGHAM, MA 01702

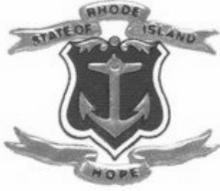
Amendment Date: 07-OCT-09  
 Original Award Date: 13-DEC-06  
 Buyer: J Moynihan  
 Phone #: 401-574-8119  
 FOB: Destination  
 Terms: NET 30  
 Vendor # 2652

<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number <b>2</b> Award Number <b>3017250</b> Effective Period <b>01-DEC-06 - 01-DEC-11</b>	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States

A & E SERVICES SUPPORT PRIMARY ELECTRICAL DISTRIBUTION SYSTEMS - MPA #375

Description			Bid Number	Change Order Req#	
A & E SERVICES SUPPORT PRIMARY ELECTRICAL DISTRIBUTION SYSTEMS - MPA #375					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO P.O. #3017250  CHANGE EFFECTIVE PERIOD: FROM: 12/1/06 - 12/1/09 TO: 12/1/06 - 12/1/11  EXTEND CONTRACT TERM FOR TWO ADDITIONAL YEARS, THROUGH 12/1/2011, WHICH REPRESENTS THE MAXIMUM CONTRACT DURATION.			

**STATE PURCHASING AGENT**  
  
 Louis A. DeQuattro



# Notice of Contract Purchase Agreement

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

<b>V E N D O R</b>	2652 DMC ENGINEERING INC 63 FOUNTAIN ST STE 303 FRAMINGHAM, MA 01702-6280
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A & E SERVICES SUPPORT PRIMARY ELECTRICAL DISTRIBUTION SYSTEMS - MPA #375	
<b>Award Number</b> 3017250	<b>Effective Period:</b> 01-DEC-06 - 01-DEC-09

<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States
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<b>Date:</b> 13-DEC-06 <b>Buyer:</b> J Moynihan <b>Shipping:</b> Paid <b>Terms:</b> NET 30
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<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States
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Department	Type of Requisition	Bid Number	Requisition Number
		N/A	

12/1/06 - 12/1/09

WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL YEARS.

MASTER PRICE AGREEMENT #375

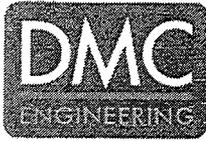
A & E SERVICES SUPPORT PRIMARY ELECTRICAL DISTRIBUTION SYSTEMS.

PER ATTACHED SCHEDULE OF FEES.

SUPPLIER TELEPHONE # (508) 872-8030

SUPPLIER FAX # (508) 820-9523

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.



DMC Engineering, Inc , 63 Fountain Street, Suite 303, Framingham, MA 01702-6280  
Phone: 508.872.8030 Fax: 508.820.9523 E-mail: dmc@dmc-eng.com

**DMC ENGINEERING, INC.  
SCHEDULE OF FEES  
FOR PROFESSIONAL ENGINEERING SERVICES**

**DMC Engineering, Inc. proposes to perform for the client the services at a charge pursuant to the Schedule of Fees as follows:**

**Hourly Rates**

Firm Principal	\$125.00
Project Manager	\$115.00
Electrical Engineer (P.E.)	\$110.00
Engineering Technician/Designer	\$ 90.00

**Contract Terms and Conditions**

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**Terms and Conditions****PURCHASE ORDER STANDARD TERMS AND CONDITIONS****TERMS AND CONDITIONS FOR THIS PURCHASE ORDER****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.

**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.

**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.

#### **CAMPAIGN FINANCE COMPLIANCE**

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).

#### **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 shipping 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.