

CONTRACT FOR GOODS AND SERVICES

BY AND BETWEEN

METROPOLITAN AREA PLANNING COUNCIL

AND

MHQ, INC.

This AGREEMENT, dated September 29, 2021, is made and entered into by and between the **Metropolitan Area Planning Council** ["**MAPC**"], a public body politic and corporate, established by Chapter 40B, Sections 24 through 29 of the Massachusetts General Laws, with its principal office at 60 Temple Place, Boston, Massachusetts 02111, acting as the collective purchasing agent for the **Greater Boston Police Council, Inc.** ["**GBPC**"] and its Members ["**Buyers**"] pursuant to Chapter 7, Section 22B of the Massachusetts General Laws and without liability to **MAPC**, and **MHQ, Inc.** ["**Vendor**"], with its principal office at **401 Elm Street, Marlborough, MA 01752**.

Witnesseth that the parties AGREE as follows:

Article I

General Description of the Work

1. Pursuant to the Terms and Conditions of this AGREEMENT, including any Additional and Special Terms and Conditions listed in Exhibit C, the Request for Proposals ["**RFP**"] – **RFP No. GBPC 2021 Aftermarket Equipment** attached in Exhibit B; and the **Vendor's** Price Proposal and Technical Proposal attached in Exhibit E, **MAPC** hereby engages the **Vendor** to provide the following goods and/or services to the **Buyers: Aftermarket Equipment and Services**.

Article II

Services of the Vendor

2. The **Vendor** will provide the goods and/or services as described in the **RFP** cited in Article 1 (above).
3. The **Vendor** shall report, and be responsible, to **MAPC** or its designee as set forth on Exhibit A.
4. There shall be no amendment to this AGREEMENT without the written approval of **MAPC**. **MAPC** shall be under no obligation to pay for any goods provided or services performed by the **Vendor**.
5. The **Vendor** represents and warrants to **MAPC** as follows:
 - i. That it and all its personnel (whether employees, agents or independent **Vendors**) are qualified and duly licensed as required by law and/or local municipal code to provide services and/or goods required by this AGREEMENT.

Article V

Revisions in the Work to Be Performed

11. If during the **Vendor's** Time of Performance, **Buyer** requires revisions or other changes to be made in the scope or character of the work to be performed, **Buyer** will promptly notify **Vendor** in writing. For any changes to the scope of work, **Vendor** shall provide **Buyer** with a written quote of change in price and/or change in time of performance and shall proceed with such changes only upon written consent of **Buyer**, which shall be construed as a modification to **Buyer's** original purchase order.
12. **Buyer** will neither unreasonably request revisions nor unreasonably withhold final acceptance of delivered products.

Article VI

Term of Agreement

13. The term of this AGREEMENT shall commence upon execution and will continue until September 30, 2022, or until otherwise terminated as provided by this AGREEMENT or the RFP.
14. **MAPC** reserves the right at its sole discretion to extend the contract for up to two (2) additional one-year terms ending September 30, 2023 and September 30, 2024 respectively.
15. In the event new contracts have not been procured and awarded before the end of a second contract extension, **MAPC** reserves the right at its sole discretion to extend the contract for an additional period of time until new contracts have been procured and awarded. However, in no instance shall any contract term, including extensions, exceed three (3) years in total.
16. The **Vendor** agrees to perform promptly upon execution of this AGREEMENT and will diligently and faithfully perform in accordance with the provisions hereof.

Article VII

Orders, Fees, Invoices, and Payments

17. Orders, fees, invoices, and payment shall be processed and paid as specified in Section 10-Terms & Conditions of the RFP.

Article VIII

Assignment

18. Neither party shall assign, transfer or otherwise dispose of this AGREEMENT or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party. Any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.

Article IX

Indemnification

courier to the persons designated in Exhibit A.

- 28. The provisions of the **RFP** and the **Vendor's** Proposal are incorporated herein by reference. In the event of any conflict among the Contract Documents, the documents shall be construed according to the following priorities:

- Highest Priority: Amendments to Contract (if any)
- Second Priority: Contract
- Third Priority: Addenda to the RFP (if any)
- Fourth Priority: RFP
- Fifth Priority: Vendor's Proposal

Article XIII

Severability

- 29. In the event any provision of this AGREEMENT is found by a court of appropriate jurisdiction to be unlawful or invalid, the remainder of the AGREEMENT shall remain and continue in full force and effect.

Article XIV

Governing Law and Jurisdiction

- 30. This AGREEMENT shall be governed by, construed and enforced in accordance with laws of the Commonwealth of Massachusetts. **MAPC, Vendors, and Buyers** agree to submit their respective jurisdiction and venue to the state and federal courts in the Commonwealth of Massachusetts to resolve any disputes or disagreements that may arise under any provision of this AGREEMENT.


Article XV

Notice

- 31. Except as otherwise expressly provided in this AGREEMENT, any decision or action by **MAPC** relating to this AGREEMENT, its operation, or termination, shall be made only by **MAPC** or its designated representative identified in Exhibit A.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized officers on the date written below.

For **MAPC** by or on behalf of the Greater Boston Police Council and its Members:

DocuSigned by:
 Mark Racicot
 X 0152263D3CE64A1...

11/5/2021

Signature

Date

Boston, MA 02111

City, State, ZIP

617.933.0700

Phone

617.482.7185

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* Phone

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EXHIBIT B

Request for Proposal # GBPC 2021 Aftermarket Equipment

EXHIBIT D

Subcontractors

1.

EXHIBIT F

Vendor Proposal:

1. **Vendor's** Complete Technical Proposal
2. **Vendor's** Complete Price Proposal

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