

**CONTRACT FOR GOODS AND SERVICES**

**BY AND BETWEEN**

**METROPOLITAN AREA PLANNING COUNCIL**

**AND**

**CENTRAL DODGE INC. (DBA CENTRAL CHRYSLER DODGE JEEP RAM OF RAYNHAM)**

This AGREEMENT, which commencement date shall be the date of the execution by the **Metropolitan Area Planning Council** ["**MAPC**"], is made and entered into by and between the **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 cooperative 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 **CENTRAL DODGE INC. (DBA CENTRAL CHRYSLER DODGE JEEP RAM OF RAYNHAM)**. ["**Vendor**"], with its principal office at **191 New State Highway, Raynham, MA 02767**.

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 2022 Vehicles** 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: Public Service Vehicles and Equipment**.

**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.
- ii. That it further agrees to perform services, including manufacturing, in a professional manner adhering to a reasonable standard of care and in accordance with all applicable State or Federal laws, rules and regulations.
- iii. That it will obtain any and all permits, bonds, insurances and other items required for the proper and legal performance of the work.
- iv. That it is not a party to any AGREEMENT, contract or understanding, which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this AGREEMENT.

### Article III

#### Performance of the Vendor

6. In the performance of service under this AGREEMENT, the **Vendor** acts at all times as an independent contractor. There is no relationship of employment or agency between **MAPC**, on the one hand, and the **Vendor** on the other, and neither party shall have nor exercise any control or direction over the method by which the other performs its work or functions aside from such control or directions as provided in this AGREEMENT which the parties view as consistent with their independent **Vendor** relationship.
7. The **Vendor** agrees to be responsible for and warrantee the work of its subcontractors listed in Exhibit D and to ensure their compliance with all legal, quality and performance requirements of the Request for Proposals ["RFP"] – RFP No. attached in Exhibit B; and the **Vendor's** Price Proposal and Technical Proposal attached in Exhibit E. The **Vendor** may not use subcontractors not named in Exhibit D without the prior written consent of **MAPC**, which will not unreasonably be *withheld*.

### Article IV

#### Time of Performance

8. Time shall be of the essence in relation to **Vendor's** performance under this AGREEMENT. **Vendor** shall complete performance as promised in its quote that accompanies the **Buyer's** purchase order or other document confirming its authorization to the **Vendor** to proceed. Reasonable extensions shall be granted by the **Buyer** at the written request of the **Vendor**, provided the justifying circumstances are documented by and are beyond the reasonable control of **Vendor** and without fault of **Vendor**. In the event of such an extension, all other terms and conditions of this AGREEMENT, except the dates of commencement and completion of performance, shall remain in full force and effect between the parties unless modified in writing.
9. In the absence of such an extension, liquidated damages shall be due the **Buyer** in the amount of 0.1% (one-tenth of one percent) of the face value of the **Vendor's** quoted or modified purchase price for each day performance exceeds the promised date(s). Such liquidated damages may be acknowledged in **Vendor's** final invoice or taken by **Buyer** as a deduction to such final invoice.
10. Any dispute in the amount of liquidated damages shall be submitted to arbitration by either **Buyer** or **Vendor** through the American Arbitration Association within 10 (ten) business days of

written notice given by the party declaring impasse. **Vendor** and **Buyer** agree to fully comply with the arbitrator's decision within a reasonable time.

## 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 October 31, 2023, 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 October 31, 2024 and October 31, 2025 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

19. The **Vendor** agrees to indemnify and save **MAPC, GBPC**, and the **Buyers** harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by the **Vendor** (including all its employees or agents) in performing under this AGREEMENT, or any breach of the terms of this AGREEMENT, which constitute an obligation of the **Vendor**. The **Vendor** shall reimburse **MAPC, GBPC**, and the **Buyers** for any and all costs, damages, and expenses including reasonable attorney's fees which **MAPC, GBPC**, and the **Buyers** pays, or becomes obligated to pay, by reason of such activities or breach. The provisions of this Section shall be in addition to and shall not be construed as a limitation on any other legal rights of **MAPC, GBPC**, and the **Buyers** expressed or not expressed in the **RFP** and with respect to this AGREEMENT.

### **Article X**

#### Insurance

20. Before performing under this AGREEMENT, the **Vendor** shall obtain, and shall maintain throughout the term of this AGREEMENT, insurance at limits specified in the **RFP** and provide written documentation of such in the form specified in the **RFP**.
21. The **Vendor** shall give **MAPC** 20 days (twenty) written notice and copies of documentation in the event of any change or cancellation of coverage.

### **Article XI**

#### Termination of Agreement

22. *Either **MAPC** or the **Vendor** may terminate this AGREEMENT for cause upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and satisfactory manner.*
23. **MAPC** shall have the right to terminate this AGREEMENT for its convenience upon fourteen (14) calendar days of written notice.
24. Following termination of this AGREEMENT, the parties shall be relieved of all further obligations hereunder except that:
25. **MAPC** shall not be liable for payments for the services and/or expenses or lost profits of the **Vendor** in the event of termination.
26. The **Vendor** shall remain liable for any damages, expenses or liabilities arising under this AGREEMENT (including its indemnity obligations) with respect to work performed pursuant to the AGREEMENT.

### **Article XII**

#### Entirety of Agreement

27. This AGREEMENT, together with its Exhibits, the **RFP** referenced above and its Addenda, the required supplemental documents and any additional exhibits, constitute the entire AGREEMENT between **MAPC** and the **Vendor** with respect to the matters set forth therein and

may not be changed (amended, modified or terms waived) except by a writing signed by both parties. Any notices required or allowed shall be sent by receipt-verified mail, email, fax or 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:

*Marc Draisen*

X

6D73E3E389D948C...

Signature

Marc Draisen

Name

Executive Director

Title

12/14/2022

Date

For the **VENDOR:**

x

*Debra Daley*

\* Signature

Debra Daley

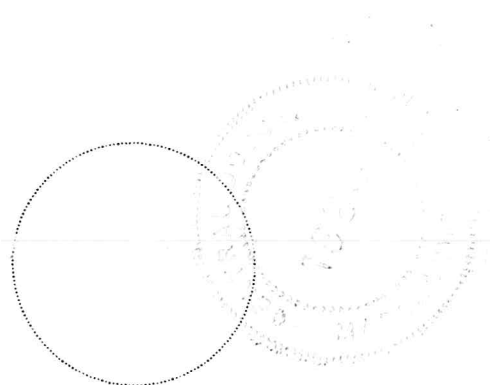
\* Name

Fleet Representative

\* Title

11/7/2022

\* Date



\* Affix Corporate Seal

(or mark "n/a")

EXHIBIT A

Notice Addressees

For MAPC:

Marc Draisen

Name

Executive Director

Title

MAPC

Organization

60 Temple Place

Street Address

Boston, MA 02111

City, State, ZIP

617.933.0700

Phone

617.482.7185

Fax

mdraisen@mapc.org

email

For the VENDOR:

Debra Daley

\* Name

Fleet Representative

\* Title

Central Dodge Inc

\* Organization

191 New State Highway

\* Street Address

Raynham, MA 02780

\* Street Address

508-823-0101 x4256

\* Phone

508-828-2131

\* Fax

ddaley@central.us

\* email



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/20/2022

**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  
Zurich - Account Service Center  
7045 College Blvd.  
Overland Park, KS 66211  
Fax: 888-734-6776 Ph: 877-225-5276

CONTACT NAME: Zurich - Account Service Center

PHONE (A/C No. EXT): 877-225-5276

FAX (A/C No): 888-734-6776

E-MAIL ADDRESS: service.center@zurichna.com

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED M021108263  
CENTRAL MOTORS, INC. DBA CENTRAL DODGE INC  
56 BOSTON PROVIDENCE HWY  
NORWOOD, MA 02062

INSURER A: Zurich American Insurance Company

16535

INSURER B: American Guarantee and Liability Ins. Co.

26247

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## 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	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	AD2502320-02	08/01/2022	08/01/2023	EACH OCCURENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$
<input checked="" type="checkbox"/> A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	AD 2502320-02	08/01/2022	08/01/2023	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<input checked="" type="checkbox"/> B	<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 type="checkbox"/> RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>	AUC 2481512-02	08/01/2022	08/01/2023	EACH OCCURENCE \$10,000,000 AGGREGATE \$30,000,000 PRODUCTS-COMP/OP AGG \$30,000,000
<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE -EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<input checked="" type="checkbox"/> A	Garagekeepers - Direct Coverage	<input type="checkbox"/>	<input type="checkbox"/>	AD2502320-02	08/01/2022	08/01/2023	Total Limit \$1,050,000

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

Reason for Certificate: General Liability

30 Day notice of cancellation applies, except for cancellation due to non payment of premium.  
See Additional Remarks Schedule Attached

## CERTIFICATE HOLDER

METROPOLITAN AREA PLANNING COUNCIL; GREATER BOSTON POLICE COUNCIL  
60 TEMPLE PLACE  
BOSTON, MA 02111  
Attn:  
Fax:

## CANCELLATION

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

*Mark G. Kampfer*



## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

AGENCY CUSTOMER ID: M021108263

LOC #:

**ADDITIONAL REMARKS SCHEDULE**

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AGENCY Zurich - Account Service Center		NAMED INSURED CENTRAL MOTORS, INC. DBA CENTRAL DODGE INC 56 BOSTON PROVIDENCE HWY NORWOOD, MA 02062
POLICY NUMBER AD2502320-02		
CARRIER Zurich American Insurance Company	NAIC CODE 16535	EFFECTIVE DATE: 08/01/2022

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Products - Completed Operations Aggregate of \$3,000,000 applies to the Garage Liability.

Certificate holder is named as an Additional Insured per Endorsement: MM 99 50

The cert holder is Additional Insured to the garage liability policy for this insured.

Additional Named Insured(s) Include: CENTRAL MOTORS, INC. DBA CENTRAL DODGE INC, 70 PROVIDENCE HIGHWAY, LLC DBA CENTRAL BUICK GMC, CENTRAL BUICK GMC, INC., CENTRAL BUICK GMC, INC. DBA CENTRAL JEEP DODGE, CENTRAL DODGE OF RAYNHAM, INC. DBA CENTRAL MOTORS, INC., CENTRAL MITSUBISHI INC, CENTRAL MOTORS, INC. OF NORWOOD, MA DBA CENTRAL CHRYSLER JEEP DODGE, MBC MOTORS INC DBA CENTRAL MITSUBISHI

EXHIBIT B

Request for Proposal # GBPC 2022 Vehicles

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EXHIBIT C

Special Terms & Conditions

1. **Vendor** attests to and warrants any and all representations made in **Vendor's** Complete Price and Complete Technical Proposals including, but not limited to, any and all representations and warranties made by it that exceed those of the manufacturers of products and assemblies used in its manufacture of subject apparatus and fitments.
2. **Vendor** shall indemnify **Buyer** for any and all loss of value of manufacturers' warranties incurred prior to **Vendor's** complete performance with regard to each individual **Buyer**.
3. All pricing offered under this contract shall be F.O.B. destination, freight prepaid by the by the **Vendor**, to the **Buyer's** receiving point. Responsibility until final inspection and acceptance, and liability for loss or damage for all order shall remain with the **Vendor** when all responsibility shall pass to the **Buyer**, except for the responsibility for latent defect, fraud and the warranty obligations

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EXHIBIT D

Subcontractors

1.

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EXHIBIT E

Other Documents:

1. Insurance Guarantee(s)\_\_(to be provided for Contract execution)

EXHIBIT F

Vendor Proposal:

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

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