

CONTRACT FOR GOODS AND SERVICES

BY AND BETWEEN

METROPOLITAN AREA PLANNING COUNCIL

AND

TRI-COUNTY CONTRACTORS SUPPLY, INC.

This AGREEMENT, which commencement date shall be the date of the execution by and between 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 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 Insert **Tri-County Contractors Supply, Inc. ["Vendor"]**, with its principal office at **154 Wayside Ave., West Springfield, MA 01089**.

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 E, the Request for Proposals **["RFP"]** – **RFP No. #GBPC 2024 Sweepers** attached in Exhibit B; and the **Vendor's** Price Proposal and Technical Proposal attached in Exhibit C, **MAPC** hereby engages the **Vendor** to provide the following goods and/or services to the **Buyers**: **Insert Name of Goods and/or 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.

- 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 C. 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 January 31st 2025 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 January 31st, 2026 and January 31st, 2027 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...

5/27/2024

Signature
Marc Draisen

Date

Name
Executive Director

Title

For the **VENDOR:** TRI-COUNTY CONTRACTORS SUPPLY, INC.

X Robert H. Clark, Jr.

March 4, 2024

* Signature

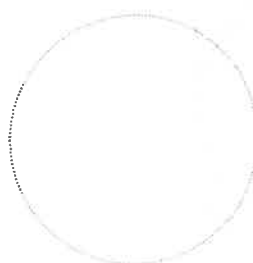
* Date

PRESIDENT

* Title

Robert H. Clark, Jr.

* Name



* 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

email

For the **VENDOR:** TRI-COUNTY CONTRACTORS SUPPLY, INC.

Robert H. Clark, Jr.

* Name

PRESIDENT

* Title

TRI-COUNTY CONTRACTORS

* Organization

154 WAYSIDE AVE.

* Street Address

WEST SPRINGFIELD, MA. 01089

* Street Address

413-733-5189

* Phone

413-781-2102

* Fax

rclarkjr@tricountycontractors.com

* email

EXHIBIT B

Request for Proposal # GBPC 2024 Sweepers

EXHIBIT C

Vendor Proposal:

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

EXHIBIT D

Subcontractors

1. None

EXHIBIT E

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.

EXHIBIT F

Other Documents:

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



SMART GROWTH AND REGIONAL COLLABORATION

March 1, 2024

Mr. Robert H. Clark, Jr.
Tri-County Contractors Supply, Inc.
154 Wayside Ave.
West Springfield, MA 01089

**Re: Notice to Proceed
RFP # GBPC 2024 Sweepers**

Dear Mr. Clark:

This letter authorizes Tri-County Contractors Supply, Inc. to proceed immediately with providing sweepers and equipment to the members of the Greater Boston Police Council (GBPC) through your contract with the Metropolitan Area Planning Council referenced above. This contract is valid through January 31, 2025.

Charges invoiced for vehicles and equipment under the contract are limited to those listed in the bid and shall remain in effect for the term of the contract. Please be reminded that buyers will not be liable for non-compliant charges or for substitutions they have not authorized in advance. Your company will be accountable for compliance with the terms and conditions of the bid, along with all representations made by you, and the faithful execution of your responsibilities, as well as those of your subcontractors, under the contract.

Additionally, please note that Tri-County Contractors Supply, Inc. is required to report all orders placed by buyers, with you or your subcontractors, under this contract to MAPC within five (5) business days of the date on the order. Documentation provided to MAPC must include copies of your quote referencing the price list and the buyer's authorized commitment to purchase (e.g. purchase order, contract, commitment letter, etc.). All prices quoted to Buyers shall be in writing on Vendor's letterhead or quote forms and shall not include terms and conditions that conflict with the terms and conditions of the IFB and your contract with MAPC and that are less favorable to the Buyers.

You will be required to pay to MAPC a Contract Administration Fee of 0.80 % (eight tenths of one percent) (one and one-half percent) of the total delivered price of all items purchased through this contract, not to include trade-in reductions in price. MAPC will assign a tracking number to written orders and will provide you with an invoice after which payment of the Contract Administration Fee is due from you to MAPC within 30 days of payment by Buyer of your invoice for the order.

In closing, as a GBPC/MAPC vendor, success is dependent on active outreach to the GBPC member community, consistently providing high-quality products and service, and your company's integrity as a business.

We wish you well and thank you for serving the members of the GBPC.

Should you have further questions, please contact Kelsi Champley at 617-933-0766 or via email at kchampley@mapc.org.

We look forward to our continuing relationship with Tri-County Contractors Supply, Inc. and to working with you and the buyers to ensure the proper administration of this contract.

Please accept MAPC's wholehearted congratulations.

Sincerely,

A handwritten signature in black ink that reads "Kelsi Champley". The signature is written in a cursive, flowing style.

Kelsi Champley
Procurement Services Manager, Municipal Collaboration