CONTRACT FOR GOODS AND SERVICES

BY AND BETWEEN

METROPOLITAN AREA PLANNING COUNCIL

AND

STONEHAM MOTOR COMPANY

This AGREEMENT 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 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 **Stoneham Motor Company** [**"Vendor"**], with its principal office at **185 Main Street, Stoneham, MA 02180**.

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 2025 Vehicles** attached in Exhibit B; and the **Vendor**'s Price Proposal and Technical Proposal attached in Exhibit F, **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 **Vendor**s) 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. GBPC 2025 Vehicles attached in Exhibit B; and the **Vendor**'s Price Proposal and Technical Proposal attached in Exhibit F. 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 April 30, 2026, 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 five (5) additional six-month terms ending October 31st, 2026, April 30, 2027, October 31st, 2027, April 30, 2028, and October 31st, 2028, 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 here under 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**, **Vendor**s, and **Buyer**s 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:

x _____ _____

Signature Date

Elizabeth Weyant

Name

Executive Director

Title

For the **VENDOR:**

x Ralph Melkonian 11/3/25

* Signature * Date

Ralph Melkonian

* Name

President

* Title

* Affix Corporate Seal

(or mark *"n/a"*)

EXHIBIT A

Notice Addressees

For **MAPC:**	For the **VENDOR:**
Elizabeth Weyant	Brian Wright
Name	* Name
Executive Director	Commercial Account Manager
Title	* Title
MAPC	Stoneham Motor Company
Organization	* Organization
60 Temple Place	185 Main St
Street Address	* Street Address
Boston, MA 02111	Stoneham MA 02180
City, State, ZIP	* Street Address
617.933.0700	978-399-9964
Phone	* Phone
617.482.7185	781-984-0038
Fax	* Fax
eweyant@mapc.org	brianwright@stonehamford.com
email	* email

EXHIBIT B

Request for Proposal # GBPC 2025 Vehicles

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.

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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