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**TOWN OF ANDOVER**  
**CONTRACT**  
**(GOODS / SERVICES)**

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DATE: 7/7/2020

This Contract is entered into on, or as of, this date by and between the Town of Andover (the "Town"), and

Accelerated Media Technologies  
19 Technology Drive  
Auburn, MA 01501  
508-459-0300

1. This is a Contract for the procurement of the following: Retrofit Modifications on State Contract VEH98 Mini-Bid Upfit on Provided Ford Transit F4X Vehicle as outlined in attached. Quote # 6553-Rev 2
2. The Contract price to be paid to the Contractor by the Town of Andover is: \$66,986.00
3. Payment will be made as follows: Within 30 days of signed acceptance of the vehicle by the Town of Andover.
4. Definitions
  - 4.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town of Andover. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.
  - 4.2 Contract Documents: All documents relative to the Contract including (where used) Invitation to Bid, Request for Proposals, Instructions to Bidders/Proposers, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, and all Addenda issued during the bidding period or proposal. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.

- 4.3 The Contractor: The “other party” to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term “Contractor” shall be understood to refer to any other such label used. The Contractor’s relationship to the Town is that of an independent contractor and not that of an agent or employee of the Town. There is no relationship of employment or agency between the Town and the Contractor and neither party shall have or 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 Contract which the parties view as consistent with their independent contractor relationships.
- 4.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- 4.5 Goods: Goods, Supplies or Materials.
- 4.6 SubContractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 4.7 Work: The services or materials contracted for, or both.

5. Term of Contract and Time for Performance

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before October 31, 2020, unless extended pursuant to a provision for extension contained in the Contract documents at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. The time limits stated in the Contract documents are of the essence of the Contract.

6. Subject to Appropriation

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. The Town may immediately terminate or suspend this Agreement without liability on the part of the Town for damages, penalties or other charges in the event the appropriation(s) funding this Agreement is terminated or reduced to an amount which will be insufficient to support anticipated future obligations under this Agreement.

7. Permits and Approvals

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

## 8. Termination and Default

8.1 Without Cause. The Town may terminate this Contract at its sole discretion on seven (7) calendar days notice when in the best interests of the Town by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

8.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

8.3 Default. The following shall constitute events of a default under the Contract:

- 1) any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of federal or state law and/or regulations, and Town bylaws and/or regulations.

## 9. The Contractor's Breach and the Town's Remedies

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Andover shall have all the

rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including damages and specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract. Losses or damages to the vehicle while in possession of the Contractor shall be the sole responsibility of the Contractor.

10. Statutory Compliance

10.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the Massachusetts General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

M.G.L. Chapter 30B – Procurement of Goods and Services.

M.G.L. Chapter 30, Sec. 39, *et seq.* - Public Works Contracts.

M.G.L. Chapter 149, Section 44A, *et seq.*: Public Buildings Contracts.

10.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

10.3 The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of the Contract. If the Contractor performs the Contract in violation of any applicable law or regulation, the Contractor shall bear all costs arising therefrom.

10.4 The Contractor shall keep itself fully informed of all existing and future State and National Laws and Municipal By-laws and Regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work or in any way affecting the conduct of the work. If any discrepancy or inconsistency is discovered in the Drawings, Specifications, Scope of Business or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all

such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town of Andover, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

11. Conflict of Interest

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

12. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

13. Affirmative Action: Non-Discrimination

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151B (Law Against Discrimination) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended.

The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law.

14. Condition of Enforceability Against the Town

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Town Manager or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

15. Corporate Contractor

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate or if a Limited Liability Corporation, a Manager's Certificate or other documentation satisfactory to the Town certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Andover unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall comply with the provisions of the General Laws, Chapter 181, Section 3, and any Acts and Amendments thereof, and in addition thereto, relating to the appointment of the Commissioner of Corporations as its attorney, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

16. Liability of Public Officials

To the full extent permitted by law, no official, employee, agent or representative of the Town of Andover shall be individually or personally liable on any obligation of the Town under this Contract.

17. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and save harmless the Town, the Town's officers, attorneys, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including reasonable attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The duty to defend shall immediately accrue and be owing upon the utterance of such a claim by any person or entity regardless of merit and shall not be dependent upon a finding of negligence or any other finding of fact and trial. The duty to defend shall be absolute and will include and shall not be defeated or in any way undermined by the utterance of claims not covered by this Agreement. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective,

or unsuitable material or equipment. The existence of insurance shall in no way limit the scope of the Contractor's indemnification under this contract. The duty to defend shall immediately accrue and the owing upon the utterance of such a claim by any person or entity regardless of merit and shall not be dependent upon a finding of negligence or any other findings of fact at trial. The duty to defend shall be absolute and will include and shall not be defeated or in any way undermined by the utterance of claims not covered by this Contract.

18. Workers Compensation Insurance

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and the Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town evidence of such insurance prior to the execution of this Contract in a form satisfactory to the Town before the same shall be binding on the parties thereto, except if specifically waived by the Town.

18.1 The Contractor further understands and agrees that in rendering services to the town under this Contract that the Contractor is an independent contractor and not an employee of the Town, that the Contractor is not covered by the Town's Workers' Compensation, or liability insurance, that the Contractor shall not make any claim against the Town, its officers, agents and employees and that the Contractor indemnifies, holds harmless, and releases the Town from any claims of the Contractor or of any other party that may arise in whole or in part out of or in connection with the work being performed by the Contractor.

19. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions of Chapter 66 and Chapter 66A of the General Laws of Massachusetts as they relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall

have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

20. Confidentiality

The Contractor shall comply with M.G.L. ch. 66A if the Contractor becomes a “holder” of “personal data”. The Contractor shall also protect the physical security and restrict any access to personal or other Town data in the Contractor’s possession, or used by the Contractor in the performance of this Contract, which shall include, but is not limited to the Town’s public records, documents, files, software, equipment or systems.

21. Record-Keeping and Retention, Inspection of Records

The Contractor shall maintain records, books, files and other data as specified in this Contract and in such detail as shall properly substantiate claims for payment under this Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under this Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. The Town shall have access during the Contractor’s regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

22. Assignment

The Contractor shall not assign or delegate, in whole or in part or otherwise transfer any liability, responsibility, obligation, duty or interest under this Contract without the written approval of the Town.

23. Subcontracting By Contractor

Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under this Contract must be in writing, authorized in advance by the Town and shall be consistent with and subject to the provisions of this Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising

under this Contract. The Town is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

24. Risk of Loss

The Contractor shall bear the risk of loss for any Contractor materials used for this Contract and for all deliveries, Town personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of this Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Town.

25. Minimum Wage/Prevailing Wage

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151, §1, *et seq.* (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will at all times comply with the wage rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws Chapter 149, 26 to 27D (Prevailing Wage Law), as shall be in force and as amended. The Contractor will, in addition to any other submissions required by the Prevailing Wage Law, submit certified weekly payrolls to the Town with the information described in General Laws Chapter 149, §27B.

26. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

27. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

28. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Contract, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth of Massachusetts, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth in the Contract and to the Town of Andover by being sent to the Town Manager, Town Hall, 36 Bartlet Street, Andover, Massachusetts 01810.

31. Binding on Successors

This Contract shall be binding upon the Contractor, its assigns, transferees, and/or successors in interest (and where not corporate, the heirs and estate of the Contractor).

32. Complete Contract

This instrument, together with its endorsed supplements, and the other components of the contract documents, constitutes the entire contract between the parties, with no agreements other than those incorporated herein.

33. Contractor Certifications

- 33.1 By signing this contract, the Contractor certifies under the penalties of perjury that pursuant to General Laws Chapter 62C sec. 49A, the Contractor has filed all state tax returns, paid all taxes and complied with all laws of the Commonwealth relating to taxes; and that pursuant to General Laws Chapter 151A, sec. 19A, the Contractor has complied with all laws of the Commonwealth relating to contributions and payments in lieu of contributions.
- 33.2 By signing this contract, the Contractor certifies under the penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As such in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, client or other organization, entity or group of individuals.
- 33.3 Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract, that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State’s website as licensed to do business in Massachusetts, as required by law.
- 33.4 Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.
- 33.5 Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulations including, Executive Order 147, M.G.L. ch. 29, §29F, M.G.L. ch. 30, §39R, M.G.L. ch. 149, §27C, M.G.L. ch. 149, §44C, M.G.L. ch. 149, §148B and M.G.L. ch. 152, §25C.

34. Additional Provisions:

- 34.1 Applicable to Contracts for the Procurement of Goods
- 34.1.1 “Goods” shall mean Goods, Supplies, or Materials, as described in the Contract.
- 34.1.2 Change Orders:  
Change orders may not increase the quantity of services by more than twenty-five (25.0%) percent, in compliance with Massachusetts General Laws Chapter 30B, §13.

This Contract for purchase includes the following delivery, installation or setup requirements:

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34.2 Applicable to Contracts for Services

34.2.1 “Services” shall mean furnishing of labor, time, or effort by the Contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

34.2.2 Change Orders:

Change orders for contracts subject to Massachusetts General laws Chapter 30B may not increase the total contract price by more than twenty-five (25%) per cent and shall be, in compliance with General Laws Chapter 30B, §13.

34.2.3 Minimum Wage/Prevailing Wage:

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151, §1, *et seq.* (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will at all times comply with the wage rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws Chapter 149, 26 to 27D (Prevailing Wage Law), as shall be in force and as amended. The Contractor will, in addition to any other submissions required by the Prevailing Wage Law, submit certified weekly payrolls to the Town with the information described in General Laws Chapter 149, §27B.

34.2.4 Insurance:

The Contractor shall obtain and maintain the following insurance:

34.2.4.1 Workers Compensation Insurance of the scope and amount required by the laws of the Commonwealth of Massachusetts.

34.2.4.2 Broad Form Commercial General Liability coverage with limits of at least \$1 Million per occurrence and \$2 Million

aggregate, and which shall cover bodily injury, death, or property damage arising out of the work.

- 34.2.4.3 Automobile Liability Coverage, including coverage for owned, hired, or borrowed vehicles with limits of at least \$1 Million per person, and \$1 Million per accident. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work.
- 34.2.4.4 All required insurance shall be certified by a duly authorized representative of the insurers on the "ACORD" Certificate of Insurance form incorporated into and made a part of this agreement. Properly executed certificates and endorsements signifying adequate coverage in effect for the duration of the contract must be submitted to the Town prior to execution of this Contract by the Town with renewal certificates issued not less than 30 days prior to expiration of a policy period,. Copies of any or all policies of insurance shall be provided to the Town upon request.
- 34.2.4.5 The Town shall be named as an additional insured on the above referenced liability policies, and the Contractor's insurance shall be the primary coverage. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the Contractor.
- 34.2.4.6 Contractual liability must recognize the indemnities contained in this Agreement.
- 34.2.4.7 Coverages are to be maintained for a period of \_\_\_ years after final payment.
- 34.2.4.8 The Contractor shall maintain all required insurance in full force and effect as required by this Contract or the Contractor shall be in material breach hereof.
- 34.2.4.9 The General Liability and Automobile Liability policies shall include a Waiver of Subrogation in favor of the Town

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands the day and year first above written.

THE TOWN

THE CONTRACTOR

*Sherin Ryan* 7/21/2020  
Purchasing Agent Date

*James Nicolin*  
Division/Department Head Date  
Contract Manager

*[Signature]* 7/21/20  
Town Manager Date

Accelerated Media Technologies, Inc  
Company Name

*Thomas P Jennings* 6/23/2020  
Signature

Thomas. P Jennings/ President  
Print Name & Title

APPROVED AS TO FORM:

Federal Identification  
No.:27-1975475

*Thomas J. Tubels* 7-1-2020  
Town Counsel *ctm* Date

CERTIFICATION AS TO AVAILABILITY OF FUNDS:

*[Signature]* 7/16/20  
Town Accountant Date

\$ 40,000. - 623118-5700  
\$ 26,986. - 55650-5700

**CORPORATE VOTE**

At a duly authorized meeting of the Board of Directors of Accelerated Media Technologies, Inc held on June 23<sup>rd</sup>, 2020 at which all the Directors were present or waived notice, it was voted that Thomas P Jennings, President of this company, be and he/she hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract or obligation in this company's name on its behalf by Thomas P. Jennings, shall be binding upon this company.

A TRUE COPY ATTEST:

*Peter S Deary*

Peter S Deary  
Clerk,

Date of this Contract

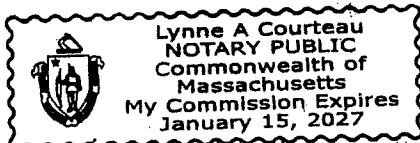
June 23<sup>rd</sup>, 2020

I hereby certify that I am the Clerk of Accelerated Media Technologies Inc, that is duly elected Treasurer of said company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Corporate Seal

SWORN TO AND SUBSCRIBED BEFORE ME THIS 23 DAY OF June 2020



*Lynne A Courteau*  
\_\_\_\_\_  
Notary Public

If a corporation, complete above or attach to each signed copy of the bid/written request/quotation, a notarized copy of vote of corporation authorizing the signatory to sign this bid/written request/quotation form. If attesting clerk is the same person as the individual executing this contract, have signature notarized above.



**SIGNATURES**

**(IF AN INDIVIDUAL)**

Date \_\_\_\_\_, 20\_\_\_\_

Signature of Bidder \_\_\_\_\_ (SEAL)  
(Owner and Proprietor)

Business Name D/B/A \_\_\_\_\_

Business Address \_\_\_\_\_

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**(IF A CO-PARTNERSHIP)**

Date \_\_\_\_\_, 20\_\_\_\_

Firm Name \_\_\_\_\_ (SEAL)

By \_\_\_\_\_ (SEAL)

Business Address \_\_\_\_\_

Names and Addresses \_\_\_\_\_

of all \_\_\_\_\_

Members of Firm \_\_\_\_\_  
\_\_\_\_\_

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**(IF A CORPORATION)**

Date June 23rd, 2020

Corporate Name Accelerated Media Technologies, Inc

By Thomas P. Jennings, President  
President or Authorized Agent

Business Address 19 Technology Dr. Auburn MA 01501

\*Statement of authorization, duly signed by proper authority, to be attached hereto.



**CERTIFICATION OF GOOD FAITH & NON-COLLUSION**

The undersigned certifies under pains and penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

**CERTIFICATE OF STATE TAX COMPLIANCE**

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Thomas P. Jennings

Signature of authorized individual submitting bid/proposal

Thomas P. Jennings  
Printed Name

Accelerated Media Technologies, Inc  
Name of Business (if applicable)

27-1975475  
Social Security or Federal Tax Identification Number



## References:

MA Department of Fire Services  
Customer for 5+ Years  
PO Box 1025, State Rd  
Stow, MA 01775  
David Houghton  
978-567-3147

Worcester County Sheriff's Department  
Customer for 3+ Years  
5 Paul X. Tivnan Drive  
West Boylston, MA 01583  
Maurice Myrie  
508-854-1875

Berkshire Sheriff's Office  
Customer for 5+ Years  
467 Cheshire Road  
Pittsfield, MA 01201  
Captain Jason Breault  
(413) 443-7220 x1097

North Reading Police Dept.  
NERAC  
150 Park Street  
North Reading, MA 01864  
Detective Lieutenant Thomas J. Romeo  
(978) 357-5043- Office  
(978) 265-7936- Cell

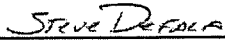



# QUOTATION

Phone: 508-459-0300  
www.acceleratedmt.com

Accelerated Media Technologies, Inc  
19 Technology Drive  
Auburn, MA 01501



<b>Customer:</b>	<b>City of Andover</b>	<b>Quote Number:</b> 6553 Rev-2
	Dave Quellette	<b>Grand Total</b> \$66,986
<b>Date:</b>	6/24/2020 Quote Valid until: 8/26/2020	
<b>Description:</b>	Mobile Town Hall CFE Chassis (Customer Furnished)	
<b>Estimated Delivery:</b>	90-120 Days	
<b>Chassis:</b>	Ford Transit F4X Gasoline Normally Aspirated.	
<b>Payment Terms:</b>	Per town contract standard terms	
<b>Taxes</b>	Prices quoted are exclusive of all applicable taxes, duties, and insurance, title and registration fees.	
<b>Acceptance Point:</b>	Auburn, Ma	FOB: Auburn, Ma
<b>Final Accept:</b>	Unless otherwise specifically stated, we request that final acceptance testing take place at our facility in Auburn, MA. Irrespective of acceptance location, customer signature at final acceptance constitutes acknowledgment that items delivered comply with specifications. Latent or hidden defects are covered under our warranty statement, attached.	
<b>Warranty:</b>	See Attachment:	
<b>Attachments:</b>	Specifications, equipment summary and layout drawing. Where details do not exist, the default will be to standard Accelerated Media's design and manufacturing processes.	
<b>Approvals:</b>	 Salesman	 President/CEO
	_____	_____
	Customer	Date <u>6-27-2020</u> PO# _____

This proposal supersedes any and all previous proposals / requests for proposal, and documents included herein govern unless otherwise stated. If an item is not included as part of this proposal, then its inclusion is not implied. Out-of-scope changes will be negotiated for price and schedule impact prior to execution.





# WARRANTY STATEMENT

Phone: 508-459-0300  
www.acceleratedmt.com

Accelerated Media Technologies, Inc  
19 Technology Drive  
Auburn, MA 01501



**Warranty:**

*Accelerated Media's (AMT) warranty covers all parts fabricated by AMT against defects in materials or workmanship, paint and all labor to install these parts. Our warranty period is one (1) full year from date of shipment at any location within the continental United States, and three (3) full years if work is done at our Auburn, MA facility (at our discretion, some warranty work may be done at our affiliate locations). Also, certain types of repair work cannot effectively be done in the field, and may be required to be done at our facility, at our discretion. Beyond three (3) years, all repair work will be done on a time and materials basis, irrespective of location. Accelerated Media will voluntarily extend warranty periods if circumstances dictate. If in the opinion of AMT personnel, our product was subject to improper maintenance, abnormal wear and tear, or abuse, our warranty will be voided and repairs will be billed on a time & materials basis.*

*All purchased parts will be covered according to original equipment manufacturers' warranty policies. We strongly recommend that you become familiar with these respective policies so as not to take action which might void your warranty. AMT will support our customers in dealing with parts manufacturers, but will not assume financial responsibility for defects in their equipment. AMT work done as a result of parts manufacturers' defective equipment will be billed on a time and materials basis. If it is determined that required service work is a result of our improper installation of a purchased part, then our full warranty will apply. This warranty is limited to covered parts only; AMT will not be responsible for any costs or lost revenue associated with a vehicle being out of service for any reason. Customer account must be in good standing to be eligible to receive warranty-related service.*











19 Technology Drive  
Auburn, MA 01501

Phone: 508-459-0300

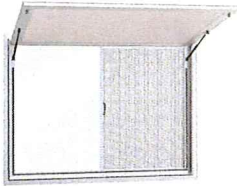


Mobile Town Hall  
CFE Chassis (Customer Furnished)

Quantity	Manufacturer	Model	Nomenclature
<b>100 Vehicle</b>			
<b>CFE</b>	<b>1</b>	<b>AMT</b>	<b>ATR-100-01-T350HR-A</b>
			 <p><b>Ford Transit Jumbo 148 Extended</b></p> <p><i>Ford Transit Jumbo 350HR DRW Cargo Van 148" Wheelbase 3.7L TIVCT V6 Engine 6 Speed Auto Select Shift TR Exterior: Any OEM Color. White standard. Interior Pewter Cloth</i></p> <p><i>Standard Equipment includes:</i> Interval Wipers Single Sliding Door with No Glass (Glass Optional) Spare Tire and Wheel Argent Grille and Bumpers Air Conditioning Front Cargo Hooks in Floor Center Console Power Locks and Windows Power Steering 25 Gallon Fuel Tank Rear View Camera Driver/Passenger Airbags 3 Point Safety Belts 4 Wheel Disk Brakes with ABS AdvanceTrac with Stability Control.</p> <p><i>Optional Equipment:</i> Preferred Equipment Group 101A 4.10 Axle Ratio Front Plate Bracket Exterior Upgrade Package 9950 GVWR Lane Keeping Alert 50 State Emissions Modified Vehicle Wiring Prep Package Power Heated Mirrors Sync3 with Navigation System Trailer Wiring Provisions Heavy Duty 220Amp Alternator</p>



Quantity	Manufacturer	Model	Nomenclature
			<i>DUAL Heavy Duty AGM Batteries Running Board for Passenger Door</i>
1	AMT	CTR-100-07	<b>Back-Up Alarm</b> <i>A 97dB back-up alarm will be added to the conversion for safety.</i>
			
1	AMT	CTR-100-09	<b>Auto Detailing</b> <i>Vehicle will be professionally detailed following the conversion and prior to final inspection.</i>
			
1	AMT	CTR-100-10	<b>Final Inspection, Road Test</b> <i>Upon completion of the conversion specifications, the new vehicle will undergo a full QA inspection and road test. It will be fueled and weight certified.</i>
			

**200 Exterior Modifications**

1	AMT	ACM-200-05-CW-Kit	<b>Custom Enclosure w/Window</b> <i>Custom fabricated mount w/door for lift up window. Universal Non-Contoured Vertical Lift Slider Window 29-1/4" x 29-1/4" with 1-1/2" Trim Ring. 28% Solar Privacy Glass Metal Locking Latch Metal Latches for Locking in Closed Position, Partial Open, and Fully Opened A deployable Counter is included</i>
			
1	AMT	ACM-200-05-MM-Kit	<b>Custom Monitor Enclosure w/Door</b> <i>Custom Door and Awning. Struts on both sides of the window keep the awning up and out of the way. Included 40" HD Monitor and deployable charging station.</i>
			
1	AMT	ATR-200-15-F45S	<b>Fiamma Awning F45S (Side Mount)</b> <i>A Fiamma Awning will be fitted to the truck. The units are 9.5-14' wide and extend 8'</i>
			



**Quantity Manufacturer Model**



**Nomenclature**

Case made from extra strong extruded aluminum. Very light yet highly resistant external coating in Polar White. Cool and cheerful vinyl canopy. UV resistant, waterproof and washable, with bright colors on both sides. Blue Ocean and Deluxe Gray Stripes

Exact width is vehicle dependent and ordered to fit.

1 AMT ATR-200-15-M



**Fiamma Motorization Kit**

Motorization Kit for Fiamma series awnings  
Part # 05752-01

1 AMT CTR-200-86-L



**Aluminum Roof Deck Assembly Long**

A boxed and welded aluminum roof deck assembly has been engineered to be an extremely rugged, lightweight and structural work platform. Not simply a "diamond plate roof surface", AMT has engineered our FULL LENGTH decks with the following STANDARD features:

Fully welded aluminum frame.

NO RIVETS INTO ROOF SKIN

Removable access panels to facilitate access to key maintenance areas

INTEGRATED Satellite DSNG Antenna Mount for future inclusion of a DSNG Antenna

IMO Approved Anti Skid Roof Surface

Powder Coated to compliment the Vehicle.

Deck includes antenna bases as noted in proposal.

Deck includes scene lights QTY as noted in proposal.

**300 Interior Modifications**

1 AMT CTR-300-01-1R MR **Single Bay Rack Set**



A custom, all aluminum fully welded electronics racks will be provided for standard 19" rack panels. The rack frames will be structurally fastened to the floor and ceiling. A black textured finish will be applied to the racks for durability and scratch resistance. Tapped equipment angles will be installed. The rack will be equipped with movable plug strips (20 outlet) as needed.

2 AMT CTR-300-02-FL **Console, Full Length**



**Console, Full Length**

A side console will be fabricated to accommodate up to 4 workstations. The console will be finished in a complementary color to match the interior and fabricated from Trespa solid Surface Material for environmental stability and rigidity.

2 AMT CTR-300-03

**Roll Around Chair with Tie Down for Travel**



**Quantity Manufacturer Model**



1 AMT

CTR-300-06-H/MR

**Nomenclature**

A roll around high grade chair will be included in the conversion. It will be supplied with a safety tie down for transit.

**Lining and Insulation  
FRONT AREA**

The interior of the vehicle is fully insulated and finished as follows:

Walls and Ceiling are insulated with a custom R19 insulation for maximum "R Value" and thermal efficiency.

Walls are paneled with perforated aluminum sheeting (NO PLYWOOD) for environmental stability and structural rigidity.

Walls and Ceiling and covered with a custom antistatic FMVSS 302 approved automotive fabric material.

Several optional upper cabinet assemblies are available in this series. Speak to your AMT rep for more details.

Flooring is a Loncoin II HARD FLOORING and is and IMO compliant safety flooring material.

**REAR AREA**

The area inside the rear doors is designed for Equipment storage. The mast and all mast plumbing is also accessible from this area.

The Mast compressor is located in the rear area and is protected by a heavy duty shelf cover.

Rear rack are equipped with quick release 1/4 turn knobs for fast access and rattle free driving

The Inverter (If equipped) is also protected from damage to the main unit and all wiring by a protective cover.

1 AMT

CTR-300-99



**Fabrication Consumables**

Misc shop supplies and consumables



Quantity	Manufacturer	Model	Nomenclature
<b>400 Environmental</b>			
1	AMT	CTR-400-01	<p><b>HVAC System Rear</b></p> <p>Your van has been equipped with the OEM Transit Bus/Ambulance cooling system.</p> <p><b>DO NOT ACCEPT AFTER MARKET "ADD ON" HVAC SYSTEMS TO THE OEM SYSTEM AS THEY WILL CAUSE CRITICAL DAMAGE TO THE COMPRESSORS.</b></p> <p>This system includes is carefully matched by your OEM chassis manufacturer and includes Front and Rear heat exchangers , separate blower assemblies and is FULLY warranted by the manufacturer of your chassis. The system will provide both HEAT and COLD.</p> <p>The system is DUCTED into the WORKSPACE and RACKS.</p>
1	AMT	CTR-400-01-RT-RS	<p><b>Roof Mount 15,000 AC w/AMT Ramp-Start</b></p> <p>A Low Profile DuoTherm AC will be provided. The controller is manual. A 13,500 BTU version is available in this series with a heat strip. Speak to your AMT representative for more details. AMT Ramp-Start has unmatched performance and compressor-protection features, it allows you to start your air conditioner on a limited power source, such as a generator, inverter or reduced utility hookup, when it otherwise would not have been possible.</p>
<b>600 Electrical</b>			
1	AMT	ASU-600-10-40-S	<p><b>40" Off Road LED Light Bar</b></p> <p>The 40" work light bar features 2 rows of powerful LEDs that emit 15,000 raw lumens of cool white illumination. This LED light bar is available with a wide 90° flood beam or a combo 30° spot/90° flood beam pattern for focusing on long- and short-range distances simultaneously. The durable LED work light is waterproof and shock resistant. A polycarbonate lens and powder coated black aluminum housing protect internal components, and an integral heat sink allows LEDs to run cool, which leads to an incredibly long life span.</p>
2	AMT	ASU-600-10-50-S	<p><b>50" Off Road LED Light Bar</b></p> <p>This heavy-duty LED light bar is great for off-road driving lights. The 50" work light bar features 2 rows of powerful LEDs that emit 17,000 raw lumens of cool white illumination. This LED light bar is available with a wide 90° flood beam or a combo 30° spot/90° flood beam pattern for focusing on long- and short-range distances simultaneously. The durable LED work light is waterproof and shock resistant.</p>
1	AMT	ATR-600-05-5RU	<p><b>Rack Mount Power Distribution Panel 5RU</b></p> <p>A custom 5RU rack mounted power distribution panel will be installed in the base of Rack 1.</p> <p>Panel (3608563) Includes:</p>



**Quantity Manufacturer Model**



**Nomenclature**

AC & DC circuit Breakers for all branch circuits  
Digital Meter for Voltage, Current and Frequency

**1 AMT ATR-600-17-MVP  
-3DA**

**MVP Power System 3KW Inv, Dual Alt.**

The MVP System is an innovative power system offering near perpetual power. A 3 kW inverter (6 kW boost) tied to a 360 Amp Alternator and two AGM 193Ah batteries. (Plus dual Chassis Batteries). The second engine system will serve to rapidly charge the batteries. The heart of our MVP ONLINE POWER SYSTEM is the proprietary inverter based, UPS electronics, which provides FULL-TIME protection from unexpected power surges and disruptions. Combined with advanced AGM batteries, the system stores enough power to provide up to 8 hours of continuous power for broadcast equipment with the engine OFF!

The system consists of:

- (1) Victron MultiPlus 3000W/12-50 Inverter
- (1) 360 Amp Alternator
- (1) Victron VE.Net Power Panel GX
- (2) AGM Battery Packs 193 Amp

Typical Run Time 5-8 Hours (Load Dependent) with engine OFF.  
Run time with engine running is only limited to fuel supply.

**1 Aurora ALO-10-E12J**



**10 Inch LED Scene Light Double Row  
8560 LUMENS OUTPUT**

- 1. 94% Reflector Efficiency – Less Wasted Light!
- 2. Operating Temps -40 to 155 deg F – Any Weather!
- 3. 50,000+ Hour Lifespan – Will Not Burn Out!
- 4. GE Lexan Lens – Rugged Lens Will NOT Break!
- 5. Pass Military Standards – Built For EXTREME Durability
- 6. Instant On/Off – LEDs Do NOT Require Warm-Up Time
- 7. Dual, Over-sized Heat Sink – Speed up heat dissipation
- 8. IP68/IP69K waterproof, Highest In Industry
- 9. PCB: With reverse connection/current protection, thermal-shutdown circuit and NO electromagnetic interference;
- 10: Dupont powder coating, UV-Resistant and won't fade away
- 11: Original A grade Cree LED

**1 Whelen 295SL100**



**PA/Siren**

Full function siren plus radio repeat and public address. Operates up to two 100 watt speakers. Includes Hands-Free operation and Scan-Lock™ siren tones. Self-contained unit for under-dash mounting. Two models to choose from; hard-wired microphone or removable microphone with a volume control knob. Two year warranty. Backward compatible to the original 295HF100 and WS2100 Series connector Self-contained unit under-dash mounting.



**4 Whelen M6A**





**Amber Strobe Light**

Amber Strobe Internal Flasher with Flash Patterns and Synchronize Feature



Quantity	Manufacturer	Model	Nomenclature
1	Whelen	SA315P	 <p><b>Siren Speaker 100 Watt</b> Smaller size with full size performance will mount in more locations than ever before. The Whelen Projector Series SA315P speakers are the new standard in siren speakers. These speakers offer amazing performance in a package of only 2.9" thick. With a full 100 Watts of warning power this speaker when combined with a 100 Watt siren will move traffic out of your way when you respond to a call. The Whelen SA315P speaker exceeds California Title XIII, Class A, and SAE J8149 requirements.</p>
1	Whelen	SAK9	 <p><b>Speaker Mounting Brackets</b> Speaker Mounting Brackets</p>

**S08-Video**

CFE	3	Dell	TB16-240	 <p><b>Thunderbolt Dock</b> The Dell Thunderbolt™ Dock TB16 -240W allows you to quickly connect your mobile workstation to a single data and power source for ultimate display performance and speedy data transfers.</p>
CFE	2	Dell	U2414H	 <p><b>UltraSharp 23.8" LED LCD Monitor</b> Diagonally Viewable Size: 60.47 cm / 23.8 Inch (31.5-inch wide viewable image size) Aspect Ratio: Widescreen (16:9) Panel Type, Surface: In-plane switching, anti glare with hard coat 3H Optimal resolution: 1920 x 1080 at 60Hz Contrast Ratio- 1000:1 (typical), 2 Million:1 (Max) (Dynamic Contrast Ratio)</p>
CFE	3	Dell	XPS-15-LT	 <p><b>Laptop Computer - 15.6" Screen</b> XPS 15 Laptop: 9th Generation Intel® Core™ i7-9750H (12 MB Cache, 6 Core, up to 4.50 GHz) Windows 10 Home, 64-bit, English NVIDIA® GeForce® GTX 1650 4GB GDDR5 16GB DDR4-2666MHz, 2x8G 512GB M.2 PCIe NVMe Solid State Drive 15.6" FHD (1920 x 1080) Infini™yEdge Anti-Glare Non-touch IPS 100% sRGB 500-Nits display Killer Wi-Fi 6 AX1650 (2x2) and Bluetooth 5.0 1 Year Hardware Service with Onsite/In-Home Service After Remote</p>



Quantity	Manufacturer	Model	Nomenclature
			<i>Diagnosis</i> <i>Microsoft Office 30 Day Trial</i> <i>McAfee® LiveSafe™ 12 Month Subscription</i>

**S20-Installation Materials**

1 AMT Misc



**Misc. Cables and Integration Supplies.**

*Your base-band and RF system will be fully engineered and integrated into the truck. Price includes all cables, connectors and integration supplies including rear rack supports. Following integration the system will be completely tested and documentation as-built drawings will be generated and provided in hard copy as well as electronically. NOTE: Customer furnished equipment must be shipped complete with all specific connectors and cables as well as rack mount kits. AMT can provide these items but they may incur extra cost.*

**S21-Network**

1 Cradlepoint **AER 2100LPE**



**Router, Wireless, Kit**

*This all-in-one networking solution combines routing, multi-WAN support (wired + 4G wireless), advanced security, private network support, and high performance WiFi in a platform that can be deployed, managed, and optimized via the internet. Single Modem, can support two Modems.*

