

**LEGAL NOTICE
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Thompson will receive bids in accordance with specifications prepared therefore which may be obtained without charge at the Office of the Town Clerk of the Town of Thompson, Town Hall, 4052 State Route 42, Monticello, New York for the following item:
VEHICLE AND EQUIPMENT REPLACEMENT PARTS – For Town-wide use, the Department of Highways and Participation by a Political Subdivision.

Said bids shall be mailed or delivered so that they shall be received at the office of the said Town Clerk on or before 2:00 o'clock P.M., Prevailing Time, on Thursday, April 11, 2024 at which date and hour all bids shall be publicly opened and read.

By Order of the Town Board
Of the Town of Thompson

Dated Monticello, New York
March 19, 2024

Marilee J. Calhoun
Town Clerk

TOWN OF THOMPSON

Town Hall, Town of Thompson
Monticello, New York 12701
Tel. (845) 794-2500

COMPETITIVE BID PACKAGE INSTRUCTIONS TO BIDDERS SPECIFICATIONS BIDDER'S PROPOSAL

ANTHONY P. CELLINI
Supervisor

MICHAEL MEDNICK
Attorney for the Town

The enclosed Instructions to Bidders, Specifications and Bidder's Proposal are the forms upon which the Town of Thompson accepts competitive bids pursuant to the provisions of the General Municipal Law. As a bidder you are expected to know and understand the terms and conditions contained in this package. Your failure to comply with the terms and conditions upon which bids are accepted may result in disqualification of your bid. Be certain of the time when your bid must be submitted.

This is a bid prepared for:

VEHICLE AND EQUIPMENT REPLACEMENT PARTS

(X) Town - wide

(X) Department of Highways; Only

(X) Participation by a political subdivision

Town of Thompson
Highway Department
Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
replacement parts

INSTRUCTIONS TO BIDDERS

- (X) **PRICE.** Price shall be net and shall include delivery of the material or item to the location specified, and if no location be specified, the Town Hall, 4052 Route 42, Monticello, New York 12701, and all transportation and delivery charges shall be prepaid to the point of delivery.
- (X) **TAXES.** Purchases by the Town of Thompson for its use are not subject to any sales, use or federal excise taxes and exemption certificates will be executed upon request and payment
- (X) **AWARD.** Award of the bid shall be made by the appropriate officer of the Town of Thompson. In cases where two or more responsible bidders submit identical bids as to price, the contract may be awarded to either of such bidders. The award shall be made on the most advantageous bid, on a quality versus price basis, taking into consideration the responsibility of the bidder and materials or items deemed to be best adapted to the uses of Town of Thompson. Failure on the part of the successful bidder to comply with all terms of the contract and specification as set forth herein, may result in disqualification of the bidder from future bidding, and/or termination of the contract. The Town of Thompson or department awarding the bid reserves the right to waive any formalities or reject any and all bids, or to accept any bid which it deems in the best interests of the Town of Thompson.
- (X) **INFORMATION FURNISHED WITH BID.** Bidder must submit with its bid detailed specifications, illustrated circulars and all other necessary data on the materials or items it proposes to furnish.
- () **SECURITY DEPOSIT.** Each bid must be accompanied by a certified check or bond payable to the Town of Thompson in the amount of 5% of the gross bid price before trade-in allowance, if any. Such deposits will be returned to the unsuccessful bidders promptly and to the successful bidder upon performance of a contract of purchase or upon delivery of the aforementioned items or materials as the case may be. In the event that the successful bidder shall refuse or fail to comply with the terms of the contract herein set forth, all or a portion of the security deposit may be retained by the Town as liquidated damages.

Town of Thompson
Highway Department
Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
replacement parts

- (X) **METHOD OF SUBMITTING BIDS.** All bids shall be made upon and in accordance with the forms which contain these instructions to bidders and the Specifications which shall be available from the **Town Clerk**. Bids to be submitted in sealed envelopes addressed to the **Town Clerk, Town Hall, Town of Thompson, 4052 Route 42, Monticello, New York 12701**, and shall bear upon the face thereof the name and address of the bidder, clearly indicating that it is a bid for **Vehicle and equipment replacement parts** with the bid number, if any, set forth above.
- (X) **SUBMISSION AND OPENING OF BIDS.** Bids for consideration must be submitted to the above address or be in the possession of the **Town Clerk** not later than **2:00 P.M. on Thursday April 11, 2024** at which time the bids will be publicly opened and read. Bidder guarantees to meet standards established by the specifications. No bid may be withdrawn by any bidder for a period of 45 days from the date of bid opening.
- () **BID AS CONTRACT.** This bid, including the Instructions to Bidders, Specifications, and Proposal annexed hereto, shall constitute a contract between the Town of Thompson and the bidder, upon acceptance and award, in accordance with its terms, unless otherwise provided herein. The "Standard Contract Rider" attached hereto shall apply to and be incorporated herein by reference. If there shall be a conflict between the terms of these instructions and the Standard Contract Rider, the terms of the standard Contract Rider shall prevail. For the purposes of the Standard Contract Rider, the term "Vendor" shall mean the bidder herein. Supervision of performance of this bid and contract shall be performed by the **Town Clerk**.
- () **BID IS NOT CONTRACT,** if this bid is not a contract, the bidder shall be required to sign a separate contract setting forth the terms of agreement in such form as the Town shall acquire which shall contain terms and conditions similar to contracts prepared for similar items, materials and services to be provided to the Town. The failure to execute such contract shall be deemed a default under the terms of this bid.
- (X) **EQUAL OPPORTUNITY.** The bidder will return the bid proposal with the Contractor's Assurance on Equal Opportunity duly signed. A finding by any governmental agency that the bidder has discriminated against any individual shall be grounds for the termination of the contract to which this bid relates and ineligibility for any future contract with the Town, unless a certificate of compliance with any decision, ruling or order is obtained.

Town of Thompson
Highway Department
Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
replacement parts

- ☒ **PARTICIPATION BY POLITICAL SUBDIVISIONS, FIRE DISTRICTS AND ANY OTHER DISTRICT IN A POLITICAL SUBDIVISION LOCATED IN WHOLE OR IN PART WITHIN THE COUNTY OF SULLIVAN.** The successful bidder shall upon order by participation by political subdivisions, fire districts and any other district in a political subdivision located in whole or in part within the County of Sullivan, provide the goods or services bid upon to such purchaser upon the same terms and conditions as bid for the Town of Thompson. The successful bidder shall be paid by each purchaser and the Town of Thompson shall not be liable to the successful bidder for any such purchases made pursuant to this paragraph. The Town of Thompson shall not be liable to any purchaser for non-performance of this contract in any manner and for any reason.
- ☐ **SPECIAL SERVICES CONTRACT.** See attached rider.
- ☐ **COMMON CONTROL PROVISIONS.** See attached rider.
- ☐ **INSURANCE.** The provisions of paragraph 11 of the Standard Contract Rider are hereby modified to provide that insurance to be furnished to the Town by the bidder is as follows:

Public Liability Limits: **See attached insurance requirements if any**

Other Insurance

Limits: \$ Other

Except as modified with respect to limits of liability, all other provisions of said paragraph shall remain in full force.

NOTE: All boxes marked (x) are applicable to this contract.

Town of Thompson
Highway Department
Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
replacement parts

NOTICE: No contractor to whom this contract is let, granted or awarded, shall transfer, convey, sublet otherwise dispose of same, or his right, title and interest herein, including the performance of this contract, or the right to receive monies due or to become due, or of his power to execute this contract to any person or corporation without the prior written consent of the officer, board or agency which awarded this contract. In the event that the contractor shall, without prior written consent, assign, transfer, convey, sublet otherwise dispose of same, or his right, title and interest herein, including the performance of this contract, or the right to receive, monies due or to become due, or of his power to execute this contract to any person or corporation, or upon receipt by the Town of an attachment, levy, or execution on the proceeds due or to become due under this contract against the contractor, the Town and the officer, board or agency shall be relieved and discharged from any and all liability and obligations growing out of such contract to such contractor, and the person or corporation to which such contract shall have been assigned transferred, conveyed, sublet or otherwise disposed of, and such contractor and his assignees, transferees or sub lessees shall forfeit and lose all monies theretofore earned under this contract, except so much as may be required to pay his employees.

Town of Thompson
Highway Department
Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
replacement parts

SPECIFICATIONS

SCOPE: The purpose of this proposal is to make available to the Town of Thompson approved sources for the procurement of necessary new & rebuilt vehicle & equipment replacement parts to repair equipment.

Firms will be selected on the basis of discounts offered on new/rebuilt/reconditioned parts and proximity to the department. **Note:** OEM (Original Equipment Manufacturer) parts must be bid as noted on proposal pages, substitutes will not be accepted. The Town reserves the right to investigate the bidder's establishment before making an award.

It is understood by all bidders that there will be no minimum amount required or be set by any bidder for individual orders.

While the manufacturer's list will be the basis for the procurement under any contracts entered into as a result of this proposal, it is understood and agreed that the Highway Superintendent will determine and be the sole judge of which parts the agency will be authorized to purchase.

It is recognized and accepted that emergencies will occur. It is expected that dealers will be in a position to render emergency service if required. The Town of Thompson reserves the right to purchase emergency items elsewhere, if the vendor does not stock the needed item.

CONTRACT PERIOD: One (1) year from the date that the bid is adopted. By mutual agreement of both parties, this contract may be extended for an additional One (1) year period under the same terms and conditions.

The purpose of this proposal is for the establishment of annual contract(s) and to have on record, in the Highway Department, the discounts on parts used for the repair of vehicles & equipment. Parts will be picked up and/or delivered as required under all agreements awarded as a result of this bid. All deliveries will be made to the Town of Thompson Highway Department 33 Jefferson St. Monticello NY 12701.

DELIVERY: All items ordered under this contract shall be delivered within two (2) working days from the date of the order. If the vendor cannot deliver any item within the two (2) working days, the Town of Thompson reserves the right to order the item elsewhere. It is recognized that certain special order items may require additional delivery time. The vendor is encouraged to discuss any delayed or unusual delivery times with the Town of Thompson in order to afford a good working relationship and prevent misunderstandings.

Town of Thompson
Highway Department
Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
replacement parts

SPECIFICATIONS CONTINUED

The dealer's signature on this proposal attests to the fact that he is the manufacturer's representative and can secure and make delivery as stipulated of the parts bid upon.

Awards will be made to those firms offering discounts, **from Manufacturer's List Price ONLY**, which will result in the lowest net prices to the Town. The Town of Thompson reserves the right to accept or reject any or all bids or to award in a manner which in his estimation will be to the best interest of the Town.

PRICE: Discounts offered (if any) must remain firm for the entire period of the contract. It is further understood that the Town will receive the benefit of any price reduction that may occur.

SPECIAL CONDITIONS: Nearness of the Town Highway Department to the shop, past experience, inventory, etc. will be taken into consideration in making an award as well as, any information the Highway Superintendent sees fit to obtain and use regarding the ability of a dealer to supply the material and render the service the Town has the right to expect from a shop with a good reputation.

It is one of the goals of this method of procurement to make available to the Town of Thompson Highway Dept. sources conveniently located in the area in which the equipment is being operated. The Highway Superintendents reserves the right to eliminate any firms whose work has proven unacceptable from a quality standpoint in the past.

Vendor must be in the regular business of selling and stocking vehicle & equipment parts.

NOTE: Rebuilt items shall not be acceptable except in an emergency situation or as indicated on proposal pages.

REBUILT ITEMS: Bidders **must** indicate discount for each product line.

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

PART I - New - Truck Replacement Parts NOTE: ** One (1) Reconditioned Item			
NOTE: SUBSTITUTES WILL NOT BE ACCEPTED			
Manufacturer		% Discount from list price	% Discount from list price Pick-
A. O.E.M. PARTS:			
	Chevrolet		
	GMC		
	International Harvester		
	Cummins		
	Cummins B Series		
	Cummins C Series		
	Cummins Power Unit		
	Cummins ** Reconditioned		
	Cummins ** Reconditioned B Series		
	Cummins ** Reconditioned C Series		
	Caterpillar		
	Detroit Diesel		
	Ford Truck		
	Dodge Truck		
	Jeep		
	Kenworth		
B. TRUCK PARTS			
1)	AIR BRAKE PARTS:		
	Meritor		
	Bendix		
	Haldex		
	Midland		
2)	ALTERNATORS (NEW):		
	Bosch		
	Delco-Remy		
	Remy / Worldwide		
	USA		
3)	AXLE PARTS:		
	Meritor		
	Eaton		
	Rockwell		
	Dana		
4)	TRUCK RIMS:		
	Accu-ride		

Town of Thompson
Highway Department
Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
replacement parts

Manufacturer		% Discount from list price	% Discount from list price Pick-
B. TRUCK PARTS <i>CONTINUED</i>			
5)	PAINT:		
	Sherwood Willams		
	Dupont		
6)	BEARINGS:		
	BCA		
	NAPA		
	SKF		
	TIMKEN		
	STEMCO		
	Abex H.D.		
7)	BRAKE DRUMS:		
	Webb		
	Gunite		
8)	BRAKE PARTS:		
	Ray Bestos		
	Wagner		
	Rockwell		
	Meritor		
	Top Choice		
	Dayton		
	MGM		
9)	NEW BRAKE SHOE KITS:		
	Abex		
	Dayton		
10)	RELINED BRAKE SHOE KITS:		
	NAPA		
	Abex		
11)	CLUTCH PARTS:		
	Lipe		
	Spicer		
12)	EXHAUST SYSTEM PARTS:		
	Walker H.D.		
	Merit/Arvin		

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

B. TRUCK PARTS <i>CONTINUED</i>			
13) BATTERIES: Interstate Brand Only			
	BCI GROUP SIZE / 12 VOLT	MIN CCA RATING AT 0 F & MIN RESERVE CAPACITY	DELIVERED STD UNIT PRICE
	4D	1000 / 290	
	4DLT	800 / 230	
	8D	1100 / 380	
	31 (POST)	900 / 150	
	31 (STUD)	900 / 150	
	U1L	225 / 20	
	56	525 / 70	
	58	520 / 70	
	75	625 / 90	
	58R	570 / 70	
	36R	625 / 100	
	26	500 / 70	
	22NF	380 / 60	
	24	500 / 80	
	24F	500 / 80	
	27	650 / 100	
	27F	650 / 100	
	29NF	390 / 75	
	34	620 / 90	
	65	630 / 120	
	78	770 / 115	
	35	550 / 100	
	40R	590 / 105	
	BCI GROUP SIZE / 6 VOLT		
	GC-2	20 AMPS/HR 215 / 75 AMPS 115	
	BCI GROUP SIZE / 12 VOLT		
	DUAL TERMINAL:		
	75 XDT	620 / 80	
	78 XDT	770 / 110	

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

Manufacturer		% Discount from list price	% Discount from list price Pick-
B. TRUCK PARTS <i>CONTINUED</i>			
14)	FILTERS:		
	Baldwin		
	Fram		
	Wix		
	Fleetguard		
	Interstate		
15)	AIR FITTINGS:		
	Gates		
	Weather-head		
16)	U-JOINT PARTS:		
	Precision		
	Rockwell		
	Spicer		
17)	PRODUCT LINES:		
	B'laster/BCCI		
	Power Service		
	Parts Plus		
	Loctite		
	Champion		
	CRC		
	Gunk		
	Velvac		
	Auto Lite		
	NGK		
	Weather-head		
	Oil-dri		
	Buyers		
18)	SEALS:		
	National/Federal Mogul		
	NAPA		
	CR Seals		
	Stemco		
	Tri-Seal		

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

Manufacturer		% Discount from list price	% Discount from list price Pick-
B. TRUCK PARTS <i>CONTINUED</i>			
19)	STARTERS (NEW):		
	Bosch		
	Delco-Remy		
	Denso		
	Remy / Worldwide		
	USA		
20)	SUSPENSION PARTS:		
	Hendrikson		
	Dayton		
21)	TRUCK SPRINGS:		
	Dayton		
	Hendrikson		
22)	TRANSMISSION PARTS:		
	Fuller/Eaton		
	Process		
	Spicer		
	Chelsea PTO		
	Muncie PTO		
23)	WIPER CONTROLS:		
	Anco		
	Trico		
	Blizzard		
24)	HYDRAULIC FITTINGS		
	Gates		
	Weather-head		
25)	HYDRAULIC HOSE:		
	Gates		
	Weather-head		
26)	HYDRAULIC MOTORS:		
	Vickers		
	Eaton		
27)	BELTS & HOSES:		
	Gates		
28)	IGNITION PARTS:		
	Standard		

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

Manufacturer		% Discount from list price	% Discount from list price Pick-
C. ELECTRONIC HYDRAULIC COMPONENT PARTS FOR:			
1)	LIGHTING & SAFETY PARTS:		
	Wagner		
	Grote		
	Truck Lite		
2)	SNOW PLOWS:		
	SAM		
	Buyers		
3)	SNOW PLOW PARTS:		
	Meyers		
	Fisher		
	Dayton		
	Meritor		
4)	STEERING COMPONENTS:		
	Dayton		
	Meritor		
	Euclid		
	Flagg		

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

PART II - Rebuilt - Truck Replacement Parts		
REBUILT ITEM & MANUFACTURER	% Discount from list price	% Discount from list price Pick-
D. REBUILT PARTS		
1) ALTERNATORS		
AC Delco		
Precision		
Remy / Worldwide		
USA		
Bosch		
Rayloc		
2) STARTERS		
AC Delco		
Precision		
Remy / Worldwide		
USA		
Bosch		
Rayloc		
3) WATER PUMPS		
A-1 Caredone		
Truflow (WP)		
4) BRAKE CALIPERS		
Ray-Bestos		
Wagner		

Company

Telephone Number

Signature & Title

Fax Number

Email Address

Address

Town of Thompson
Highway Department
Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
replacement parts

PROPOSAL

TO: **TOWN BOARD OF THE TOWN OF THOMPSON**

The undersigned, having a principal place of business at the address set forth below being experienced and responsible for the performance of same, agrees to furnish and deliver to the Town of Thompson at the locations herein specified, or if no location is specified, or if no location is specified, to the Town Hall, Town of Thompson, Monticello, New York 12701, the following described item, material or service in accordance with the attached specifications and described in detail below.
(attach additional material to Proposal, if necessary).

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of his knowledge or belief:

- (1) The prices of this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- 2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.
- (3) no attempt has been made or will be made by any bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purposes of restricting competition

Town of Thompson
Highway Department
Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
replacement parts

**TOWN OF THOMPSON
STANDARD CONTRACT RIDER**

Notwithstanding anything contained in the attached contract and unless such contract shall specifically state that a provision thereof modifies this rider, the following provisions shall apply to this contract and shall be interpreted as if more fully set forth therein:

1. DEFINITIONS: Unless the context requires a different meaning, the following terms shall have the meanings set forth herein:

- I "Town" shall mean Town of Thompson
- II. "Board" shall mean the Town Board of the Town
- III. "Supervisor" shall mean Town Supervisor.
- IV. "Department Head" shall mean any official of the Town who is party to a contract or supervises a contract.
- V. "State" shall mean the State of New York.
- VI. "Vendor" or "Contractor" shall mean the party who is required to perform services or supply goods to the Town pursuant to this contract
- VII. "Person" shall mean a natural person, corporation, partnership, firm or other entity.

2. REPRESENTATIONS OF VENDOR: The Vendor represents and warrants to the Town that:

- I. Vendor has the knowledge and experience necessary to perform this contract and provide the services on Vendor's part to be provided hereunder.
- II. Vendor has not filed or had filed against Vendor a petition in bankruptcy.
- III. Vendor has not been convicted of a crime under the laws of the United States or of the State or any other state.
- IV. Vendor has not been disqualified from performing any contract funded by the Federal government, the State, or the Commonwealth and that there is no proceeding pending or threatened against Vendor by any such governmental authority.
- V. If required by this contract or applicable law, Vendor is licensed or employ* employees who are licensed to perform the services to be provided pursuant to this contract.
- VI. No officer or employee of the Town has an interest in this contract, which would disqualify the Vendor from performing this contract and receiving payment therefore.
- VII. Vendor's facilities are accessible to the handicapped or will be made accessible to the handicapped in accordance with applicable regulations.
- VIII. Vendor has disclosed, in writing, to the Town all facts relating to the representations herein made which are not as stated in this paragraph.

Town of Thompson
Highway Department
Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
replacement parts

**TOWN OF THOMPSON
STANDARD CONTRACT RIDER**

3. **PAYMENTS:** The town shall pay to the vendor for services rendered pursuant to this contract the sum set forth in the attached contract.
- I. Payment shall be made as set forth in the annexed contract after submission to the Town by the vendor of a voucher prepared by and on Vendor's letterhead with Vendor's voucher properly certified as therein set forth which shall set forth which voucher shall set forth in detail the dates and description of all of the amount of the charges therefore for which claim for payment is made.
- II. Payment shall be made to the Vendor after approval of said voucher by the Town.
- III. Vendor shall supply such information as may be required by the Town for tax purposes including but not limited to Tax Payer Identification or Social Security Numbers and shall certify pursuant to Internal Revenue Service regulations, if required, as to such information as may be required by such regulations.
4. **APPROPRIATIONS:** If this contract is funded by a grant or contract between the Town and the State or Federal governments or is otherwise subject to legislative appropriation, the Town shall not be liable beyond the funds authorized by such legislation or provided by the State or Federal governments. In the event that such funding shall be terminated or reduced, this contract shall end on the effective date of notice of termination. The Town shall remain liable for all charges and expenses incurred prior to the date of termination. If funding is reduced below the level authorized by the Town and the parties do not desire to terminate this contract, funding shall be deemed to have been reduced to the amount authorized by the State or Federal government as set forth in notice given by the Town to the Vendor to which the Vendor shall consent
5. **PERFORMANCE OF THIS CONTRACT:** The performance of this contract will conform to the requirements of the Town or the State and its regulations. It is understood that funding to the Town by the State is contingent upon compliance with such requirements as may be imposed by the State.
6. **SINGLE AUDIT PROVISIONS:** If applicable, a Vendor shall provide the Town with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act if the Vendor has received, in any fiscal year, \$25,000.00 or more funds provided by a Federal financial assistance program from a Federal agency pursuant to this contract and all other contracts with the Town. The audit shall be filed with the Town within six (6) months after the close of Vendor's fiscal year, but the Town may extend such time to file such audit for a period not to exceed twelve (12) months after the close of Vendor's fiscal year. The audit shall be prepared at the sole cost and expense of Vendor, provided, however, that if allowed by the financial assistance program. Federal funds received by the Vendor may be applied to payment of the cost of the audit. A violation of this paragraph shall constitute a default under this contract.

Town of Thompson
Highway Department
Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
replacement parts

**TOWN OF THOMPSON
STANDARD CONTRACT RIDER**

7. **AUDIT OF PAYMENT:** The Town (or any other agency or the State) shall have the right at any time during the term of this contract and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Vendor shall comply with any demand made by the Town to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Vendor shall maintain its books and records in with generally accepted accounting principles or such other method of account which is approved in writing by the Town prior to the date of this contract. The revenues and expenditures of the Vendor in connection with this contract shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims or payment which are not fully documented may be disallowed. Vendor agrees to provide to or permit the Town to examine or obtain copies of any documents relating to the payment of money to the Vendor or expenditures made by the Vendor for which made reimbursement is to the Vendor by the Town. The right of the Town hereunder shall not be dependent upon the Town bringing any action to enforce this provision. The Vendor shall maintain all records required by this paragraph for 7 years after the date this contract is terminated or ends.
8. **MONITORING OF PERFORMANCE:** The Town (or any other agency or the State) shall have the right during the term of this contract and for the period limited by the applicable statute of limitations to insure that the services provided or to be provided by the Vendor have been provided as herein agreed. The Town shall have the right to monitor the total operations of the program, including but not limited to actual program activity and the preparation of progress reports and evaluations by the Town. The Vendor shall submit to the Town quarterly reports. The Town or the annexed contract may require more frequent or different reports as therein provided. [This provision which requires the submission of reports may be waived by the Town in writing, for good cause shown.] The Vendor hereby consents to the examination of Vendor's records and agrees to provide to or permit the Town to examine or obtain copies of any documents relating to the performance of this contract. The right of the Town hereunder shall not be dependent upon the Town bringing any maintain all records required by this paragraph for 7 years after the date this contract is terminated or ends.
9. **NON-DISCRIMINATION:**
- I. Vendor shall not discriminate against any person who is to participate in or receive benefits under this contract on the basis of race, religion, creed, color, national origin, sex, disability or marital status.
 - II. The Vendor assures the Town that it will comply with all applicable laws and regulations prohibiting discrimination in employment on the grounds of race, religion, creed, color, national origin, sex, disability, marital status and other non-merit factors. The Vendor understands and agrees that this contract, understanding or agreement to which this assurance relates can be terminated upon a finding by any governmental agency that the undersigned is in violation of applicable discrimination laws and that such finding will also disqualify the Vendor for future contracts with the Town. The Vendor certifies to the Town that there is no pending or outstanding decision, ruling or order against Vendor finding the Vendor in violation of laws against discrimination nor is any such action pending or threatened.

Town of Thompson
Highway Department
Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
replacement parts

**TOWN OF THOMPSON
STANDARD CONTRACT RIDER**

- III. No funds received by Vendor pursuant to this contract will be used for sectarian purposes or to further the advancement of any religion. If the Vendor is, or is deemed to be, a religious or denominational Institution or organization, or an organization operated by or under the control of a religious or denominational institution or organization. Vendor agrees that it will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion; it will not discriminate against any person who is eligible to participate in any program or activity provided pursuant to this agreement by Vendor on the basis of religion and will not limit the programs or activities or give preference to person on the basis of religion; it will not provide religious instruction or counseling, conduct religious worship or services, engage in religious proselytizing, or exert other religious influence in the provision of services for the use of facilities or furnishings funded in whole or part under this contract or any other agreement by the Town.
 - IV. The Vendor shall attach the provisions of this paragraph to any subcontract which is executed pursuant to this contract
10. **COMPLIANCE WITH LAWS AND REGULATIONS:** The Vendor shall comply with all applicable Federal or State laws and regulations. If the Vendor or persons in Vendor's employ are required to be licensed by the State or any other agency, the Vendor shall employ the required licensed personnel and shall not permit or suffer any unlicensed personnel to perform any services required to be performed pursuant to this contract by a licensed employee. Upon Vendor's request, the Town will advise Vendor of references to or copies of all applicable regulations.
11. **INSURANCE:** The Vendor shall provide to the Town at Vendor's own cost and expense the following insurance coverage's by carriers satisfactory to the Town and licensed to do business in the State.
- I. **PUBLIC LIABILITY:** insurance with policy limits of at least \$1,000,000, naming the Town as an additional insured.
 - II. **WORKER'S COMPENSATION and DISABILITY BENEFITS:** insurance covering employees of the as required by law.
 - III. **PROFESSIONAL LIABILITY** insurance with policy limits as may be common in the profession of the Vendor for each professional employee performing services under this contract.
 - IV. **ADDITIONAL INSURANCE** as the Town may require to cover the reasonable risks related to this contract, provided however, if such insurance coverage is required after (lie date of this contract and was not the usual coverage's carried for performance of work of a similar nature, then and in that event the Town shall pay lo the Vendor as additional compensation under this contract the reasonable premium for such insurance coverage.
 - V. **OTHER REQUIREMENTS:** Vendor shall provide to the Town certificates of insurance for each policy required to be provided or carried notice of cancellation* to be given to the Town. The company issuing the policy shall be of sufficient size and amount of capital to cover the loss insured against. Ratings shall be determined upon review of same as set forth in A.M. Best ratings for the current year. The Town may waive in writing compliance with ratings.
12. **INDEMNIFICATION:** The Vendor shall indemnify and hold harmless the Town, its officers, employees, agents and servants from any andall claims filed against or liability for damages by the Town, its officers, employees, agents and servants arising as a result of performance of any act or, the omission or failure to perform any act required, intended or necessary to be performed by the Vendor pursuant to this contract. "Damages" for the purposes of this paragraph shall include but not be limited to compensatory and punitive damages of any kind, interest, court costs, disbursements, counsel fees, any related expense and other charge incurred by the Town, its officers, employees, agents.

Town of Thompson
Highway Department
Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
replacement parts

**TOWN OF THOMPSON
STANDARD CONTRACT RIDER**

12. **INDEMNIFICATION:** The Vendor shall indemnify and hold harmless the Town, its officers, employees, agents and servants from any and all claims filed against or liability for damages by the Town, its officers, employees, agents and servants arising as a result of performance of any act or, the omission or failure to perform any act required, intended or necessary to be performed by the Vendor pursuant to this contract. "Damages" for the purposes of this paragraph shall include but not be limited to compensatory and punitive damages of any kind, interest, court costs, disbursements, counsel fees, any related expense and other charge incurred by the Town, its officers, employees, agents. The Town shall give the Vendor notice of any claim or action filed by any person against the Town, its officers, employees, agents which is or may be related to Vendor's performance of this contract.
13. **EVENTS OF DEFAULT:** The following events shall constitute an event of default
- I. The failure of the Vendor to properly perform this contract or shall fail to file a report required to be filed hereunder.
 - II. The failure of the Vendor to perform any term, provision or covenant of this contract.
 - III. The failure of the Vendor to maintain adequate books and records of account or of performance of this contract.
 - IV. The filing by or against the Vendor of a petition in Bankruptcy or under any law relating to insolvency.
 - V. The assignment of the performance of this contract or of any funds due or to become due hereunder or permitting or suffering a levy or attachment to be made upon any such funds.
 - VI. The termination, lapse or cancellation of any insurance policy required to be provided or maintained hereunder.
 - VII. The failure of the Vendor to comply with any statute, rule or regulation applicable to the performance of this contract.
 - VIII. It shall be determined that any representation or certification made hereunder shall be false or shall become untrue.
14. **REMEDIES:**
- I. If the Vendor shall be in default under this contract, the Town at its option may:
 - (1) Terminate this contract. The Town shall remain liable for all approved services performed by Vendor prior to the termination date.
 - (2) Deduct from payment of any monies due the Vendor all charges for disallowed costs and expenses theretofore paid by the Town to the Vendor.
 - (3) Seek recovery of any monies overpaid, disallowed or otherwise not due the Vendor.
 - (4) Take any other action to protect the interest of the Town.
 - (5) Recover counsel fees, costs, disbursements and other expenses incurred by the Town to enforce the provisions of this contract
 - (6) The remedies provided to the Town are cumulative.

Town of Thompson
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**TOWN OF THOMPSON
STANDARD CONTRACT RIDER**

- II. If the Town shall be in default under this contract, the Vendor may seek recovery of any monies due the Vendor, provided however, that in the event that the Town shall have disallowed costs or expenditures after audit and after notice to the Vendor, it shall be a condition precedent to the institution of any action or proceeding by the Vendor against the Town that Vendor shall have paid such amounts so claimed by the Town.
 - III. The Town may procure, upon such terms and in such manner as the Town may deem appropriate, supplies or services similar to those so terminated, and the Vendor shall be liable to the Town for any excess costs for such similar supplies or services.
15. **NOTICES:** Notices required by this contract to be sent by one party to the other shall be sent by the Town to the Vendor at the address set forth herein and by the Vendor to the Town at 4052 Route 42, Monticello, New York 12701. Notices shall be mailed by certified mail, return receipt requested or delivered to the party personally. The parties may give written notice of a change of address.
16. **BINDING NATURE:** This contract shall bind the parties hereto their heirs and successors. The performance of any services to be performed pursuant to this contract by the Vendor shall not be assigned without the prior written consent of the Town. The Vendor shall not assign the payment of any monies due under this contract.
17. **AMENDMENT:** This contract may be modified only in writing.
18. **ADDITIONAL RIDERS AND APPENDICES:** Attached to this contract are additional riders and appendices or required provisions of law, budgets and operating plans, all of which provisions are a part of this contract and shall be complied with by the Vendor.
19. **FACSIMILE SIGNATURES AND TRANSMISSION:** This contract may be executed in several counterparts signed by each party separately and transmitted to the other party by facsimile transmission. Such contract shall be valid evidence of execution for all purposes except payment. For payment each party shall have a fully executed copy of this contract manually signed by each party. All documents required to be submitted by one party to the other may be transmitted by such party to the other by facsimile transmission.