

LEGAL NOTICE
REQUEST FOR PROPOSALS
COMPUTER & INFORMATION TECHNOLOGY (IT) SERVICES

NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Thompson will receive proposals 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:

**Computer & Information Technology (IT) Services for all Town of
Thompson Departments and Locations**

Said proposals shall be mailed or delivered so that they shall be received at the office of the said Town Clerk by the close of business on Thursday, January 23, 2026, after which date all proposals shall be opened and read.

By Order of the Town Board
4052 State Route 42, Monticello, New York
Dated: December 16, 2025
Marilee J. Calhoun
Town Clerk

Town of Thompson Computer & Information Technology Services

REQUEST FOR PROPOSAL REQUIREMENTS

The Town of Thompson is accepting proposals for Computer & Information Technology Consulting Services for the period of January 1, 2026 to December 31, 2027. The Town currently works with multiple vendors for IT needs and we are in need of an IT professional to oversee all aspects of the Town's infrastructure including, but not limited to software, hardware, telephone systems, internet systems, multifunction printers and copiers, cameras and monitoring systems. The Town is looking for a comprehensive approach and vendor, to oversee of the Town's entire IT Infrastructure and provide recommendations and solutions for improvements and increased efficiency, as well as oversee the implementation of same to address staff concerns and needs, with regard to their current operating systems/software/network shortfalls.

The successful bidder shall be required to execute a standard Town Services Agreement, which reflects the terms of these specifications. The Town reserves the right to reject any or all bids and to waive any formality or technicality in any bid in the interest of the town.

Town Facilities

The Town is administered through numerous departments at four locations. Included in the scope of this proposal are the following departments and locations (station numbers approximate).

- a. 4052 NYS Route 42
 - i. Supervisor's Office 5 stations
 - ii. Town Clerk Office 4 stations
 - iii. Building Department 7 stations
 - iv. Assessor Office 4 stations
 - v. Tax Receiver Office 2 stations
 - vi. Justice Court Offices 4 stations
- b. 33 Jefferson Street
 - i. Highway Department 2 stations
- c. 128 Rock Ridge Dr.
 - i. Water & Sewer Department 4 stations
- d. 181 Town Park Road
 - i. Parks & Recreation Department 3 stations

In addition to the above several employees also have a laptop for remote work opportunities. There are also cameras and phone/wireless service at Town Park facilities and water and sewer pumpstations throughout the Town that are also included.

Technical Requirements

Software Architecture Services

Consisting of Professional review and opinion regarding the purchase and installation of new software for use by the Town of Thompson offices. Research new trends in relevant software designs and systems and provide information for consideration by the Town of Thompson.

Software Integration Analysis

Consisting of Professional review and opinion regarding the integration of new software or systems purchases with existing hardware and software in use at the Town of Thompson offices. Analysis of risks and impacts of proposed Hardware/Software integration. Coordinate system development tasks to include design, integration, and formal testing. Oversees all transitions into production Develop and complete actions in system specifications, technical and logistical requirements, and other disciplines. Create and maintain programmatic and technical documentation to ensure efficient planning and execution. Manage and document system configurations.

Software Support Services

Consisting of on-site support of software in use by the Town of Thompson on Servers and Desktops to include network security and all functions of a Microsoft Active Directory environment. Verify proper operations and configurations of software at the Town of Thompson on servers and desktops. On-Site support will be provided and "On-Call" 24 hours/day 7 days/week and support for those hours will be responded to within 8 hours of the date and time the call is received.

In addition, the Town coordinates with County for Laserfiche and data documentation repository for several departments. Familiarity with digital records retention and archiving publicly accessible documents is a plus.

Hardware Support Services

Consisting of on-site support of hardware (Servers and Desktops) in use by the Town of Thompson. Verify proper operations and configurations of hardware (Servers, Backup and Desktops) at the Town of Thompson. Upgrade, install and troubleshoot networks, networking hardware devices and software. Assist Town with maintaining an inventory of equipment and parts as well as documentation of vendor activities. Develop and document system standards for computer and network devices. Recommend and schedule repairs to the LAN/WAN.

Support and recommendations for cameras for security and monitoring at all necessary town facilities. Current cameras are installed at town parks, town hall and water and sewer facilities. In addition, the town has monitoring systems in place with temperature sensors for roadway conditions and flood sensors for water levels at the Neversink River.

Development and execution of a preventative maintenance program for hardware in use (Servers/Desktops) at the Town of Thompson offices. On-Site support will be provided and "On-Call" 24 hours/day 7 days/week and support for those hours will be responded to within 8 hours of the date and time the call is received.

Compose and complete updates to the Town computer inventory with communications to the Town Comptroller, maintained as a Microsoft Excel spreadsheet. This is constantly updated as equipment is purchased and or removed from service.

Policy and Standards Support

Ongoing development of proposed formal computer systems policies and procedures to ensure the security and availability of systems of the Town of Thompson. Procedures to include data backup procedures and disaster recovery plan preparation.

Internet Mail and Conversion to Enterprise System

Responsible for the oversight of the current internet mail system through Zelacom and the conversion to an Enterprise System for integrated mail and shared calendar opportunities. Support and act upon licensing numbers and issues as well as track software in use from the tenant. Coordinate with Zelacom, as needed, to administer ID's and passwords for the tenant as well as email ID's and passwords. On-Site support will be provided and "On-Call" 24 hours/day 7 days/week and support for those hours will be responded to within 8 hours of the date and time the call is received. Contractor must be proficient in an Enterprise system, such as Office 365, Google Workspace or comparable.

EDR (Endpoint Detection and Response - Cybersecurity) Monitoring

The Town has a contract with CrowdStrike for endpoint protection and response. Continually monitor all network devices from the EDR portal for possible security threats as well as maintain accurate account of network devices both in use and not. Respond to threats through the portal while utilizing Magna5's Network Operations Control group when necessary. On-Site support will be provided and "On-Call" 24 hours/day 7 days/week and support for those hours will be responded to within 2 hours of the date and time the call is received.

Enacting is a core competency. Clear working knowledge of applying MFA; maintaining firewalls; cloud security; provide and maintain backups for all functions.

Internet and Streaming Knowledge

Ensure compliance with website requirements and streaming requirements and set-up and coordination thereof. Knowledge of Zoom, YouTube and WordPress and other media solutions are required.

Project Management

Run complex projects/programs from design and development to completion. Define requirements and plan project lifecycle deployment.

Define resources and schedule for project implementation. Create strategies for risk mitigation and contingency planning. Plan and schedule project deliverables, goals, milestones.

Direct and oversee project team and manages conflicts within group. Efficiently identify and solve project issues.

Demonstrate leadership to define requirements for project risk. Develop Requests for Proposals (RFP) for external services.

Design and maintain technical and project documentation.

On-Site support will be provided and "On-Call" 24 hours/day 7 days/week and support for those hours will be responded to within 8 hours of the date and time the call is received.

On-Going

Monthly systems audits to verify systems operations and maintenance including data backup verifications. Quarterly and as requested detailed reporting of work performed to the Town Supervisor. Should other professional services or consultants need to be brought in for a given situation, those consultants shall be paid by the Town of Thompson separate and apart from this agreement. Prior approval for such consultants or services shall be pre-approved by the Town Supervisor.

Perform periodic software updates in various proprietary software packages that are used by Town departments. This would include, but is not limited to, programs produced by the following vendors:

- a. Assessors Software
 - i. NYS Office of Real Property Services
 - ii. SDG – Image Mate
- b. Building Department Software
 - i. SDG – Image Mate
 - ii. MuniCollab
 - iii. BAS
- c. Supervisor Office
 - i. Phone System
 - ii. Internet System
 - iii. Financial Software
 - iv.
- d. Tax Receiver Software
 - i. Software
- e. Town Clerks Software
 - i. BAS – Licensing / Certification Program
 - ii. DECALS – NYS DEC Automated License Systems
- f. Town Highway
 - i. Highway Systems – fuel, etc.

- g. Water & Sewer
- i. Lab software

Qualifications of Vendors / Proposers

- Vendor must have at least one individual employed who is skilled to Microsoft Systems Administrators standards.
- Vendor should have at least one individual employed who is skilled to Microsoft Desktop Support Technicians standards.
- Vendor must have at least one individual employed who is skilled in the development, deployment, tuning and maintenance of Microsoft 0365.
- Vendor must possess the knowledge and skills to maintain network system policies.
- Vendor must possess the knowledge and skills to design and implement server redundancy in a domain environment.
- Vendor must possess the knowledge and skills to effectively use Internet Information Services for publishing information to the internet and maintain security when using this system.
- Vendor must possess the knowledge and skills to design and implement a disaster recovery plan for networking equipment, servers and workstations at various locations.
- Vendor must possess the knowledge and skills to configure and optimize Microsoft Software Update Services (SUS) or Microsoft Systems Management Server.

Hardware

- Vendor must possess the knowledge, skills and necessary tools to troubleshoot repair or replace personal computer and service hardware, including but not limited to, hard drives, RAID controllers, RAID hard drives, power supplies, network interface cards, modems, video adaptors, keyboards, mice and monitors.
- Vendor must possess the knowledge and skills to assess future hardware needs and develop recommendations of hardware purchases for the Town.

Networking

- Town Hall Servers/Tower
- Water & Sewer Server/Tower

Operating Systems

- Vendor must have the knowledge in Microsoft operating systems.

Software

- Vendor must possess the knowledge and to administer ad-hoc staffing training on the Microsoft Office 0365 Suite of software products.

- Vendor will be required to assist in deployment and upgrades of the following software packages, including but not limited to:

- (a) Assessors Software
 - (i) NYS Office of Real Property Services
 - (ii) SDG – Image Mate
- (b) Building Department Software
 - (i) SDG – Image Mate
 - (ii) BAS
 - (iii) MuniCollab
- (c) Court Clerks Software
 - (i) BAS
- (d) Supervisor Office
 - (i) Phones
 - (ii) Internet
 - (iii) Copiers
- (e) Tax Receiver Software
- (f) Town Clerks Software
 - (i) First Class – Virtual Town Hall
 - (ii) BAS – Licensing / Certification Program
 - (iii) DECALS – NYS DEC Automated License Systems
- (g) Town Highway Software
- (h) Town Water & Sewer Lab Software

Timeliness

- Vendor must have staff available on an on-call basis Monday – Friday (excluding holidays) for onsite service. Work must be completed between the hours of 9:00 am – 4:00 pm.
- Vendor must have a cellular phone.
- Vendor must be able to have a representative to respond to a voicemail within 2 hours and arrive on-site within 24 hours of requested actionable service call.

Cost Proposal

Firms must submit a firm hourly rate price that includes all travel, labor, consumables and fees for option “A” and or an annual on-call retention rate for travel, labor, consumables and fees for the entire year for option “B”

The Town reserves the right to terminate the contract at any time if the Town is not completely satisfied with the firm’s performance, or if the Town feels the firm does not possess the right skills to proceed.

Terms & Conditions

- The Contractor will not store any equipment on the property without written communication and approval with the majority of the Town Board. If they do decide to leave any equipment of any type on the premises, the Contractor will be responsible for the condition. The Town will not be

held accountable for any damage or theft of any Contractor equipment.

- Proposals shall be presented describing the Contractor's experience in Information Technology services with municipal computer operational needs.
- If the price of the service remains unchanged as of the end of the contract, the Town may extend the contract with the Contractor for additional one-year period increments.
- This agreement can be amended as needed to service the needs of the Town departments. All amendments must be provided with the approval of the Town Board with a majority vote. All changes that will incur costs must be done in writing. Verbal changes that affect the cost will not be permitted without written amendments. Non-cost changes can be done without the Town Board majority approval.
- Questions must be submitted in writing via e-mail to jweyer@thompsonny.gov. Inquiries submitted to the Town of Thompson must reference the page and section of the RFP document in question.
- All recipients of this request for proposal who have returned the Receipt Confirmation Form will be notified regarding any changes made to this document. The Town of Thompson shall not be held responsible to notify prospective proposer's who have not returned the Receipt Confirmation Form.
- No changes to wording of the proposer's proposal will be accepted after submission unless requested by the majority of the Town Board.
- All Town of Thompson expenditures are subject to appropriation of funds. Therefore, the Town of Thompson reserves the right to discontinue the RFP process if funding is not available.
- All responses to this request for proposal become the property of the Town of Thompson
- Prospective proposers are responsible for their own expenses in preparing the proposal and subsequent negotiations with the Town of Thompson, if any.
- The Town reserves the right to award a contract in part or full, or not at all, on the basis of responses received.
- This RFP is not to be construed as a contract to purchase goods or services. The Town is not bound to accept the lowest price or any proposal of those submitted.
- While the Town has used considerable efforts to ensure an accurate representation of information in this RFP, all prospective proposers are urged to conduct their own investigations into the material facts, and the Town shall not be held liable or accountable for any error or omission in any part of this RFP.
- All the terms and conditions of this RFP are deemed to be accepted by the proposer and

incorporated in its proposal, except those conditions and provisions that are expressly excluded by the proposer's proposal.

- It shall be a condition precedent of the Town of Thompson's obligation to monthly payments for all acceptable service rendered and invoiced with details pertaining to costs.
- The successful proposer must demonstrate financial stability, and the Town of Thompson reserves the right to conduct independent background checks to determine the financial strength of any and all organizations or individuals submitting proposals.
- If any contract cannot be negotiated within thirty (30) days of notification to the designated proposer, the Town of Thompson may terminate negotiations with that proposer and negotiate a contract agreement with another proposer of its choice.
- Unless there is a successful proposer based on the responses, the evaluation procedure will identify all proposers capable of providing a solution based on the written proposals and then a "Competitive Range" based on the cost proposals. All proposers deemed capable of providing a solution and with the "Competitive Range" will be further evaluated and may be requested to make formal oral presentations.
- No part of the work outlined in this RFP may be subcontracted without prior written consent from the Supervisor after the major approval of the Town of Thompson, Town Board.
- There are no Bonds required for this contract.
- The Town of Thompson is Tax Exempt.
- Contractor shall comply with Federal Regulations, Safety and Health Regulations for Construction (OSHA).
- Sample Town Contract attached for reference and referral during the RFP period.

Insurance

The Contractor will provide the following Insurance:

- Statutory Worker's Compensation coverage, in compliance with the Compensation Law of the state of New York.
- General Liability Insurance coverage in the comprehensive general liability form including blanket contractual coverage for the operation of the program under the Agreement in the amount of \$2,000,000.00. This insurance shall include coverage for bodily injury and property damage in the amount of \$1,000,000.00. The Town of Thompson must be listed as additional named insured.
- Automobile liability insurance coverage for all owned, leased, or non-owned vehicles in the amount of \$1,000,000.00 per occurrence. This insurance shall include coverage for bodily injury

and property damage. The Town of Thompson must be listed as additional named insured.

- Disability Insurance in accordance with State of New York requirements.
- All policies and certificates of insurance of the Contractor shall contain the following clauses:
 - a) Town of Thompson is named as an additional insured and as Certificate Holder. Insurers shall have no right of recovery or subrogation against the Town of Thompson (including its agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
 - b) The Clause “other insurance provisions” in a policy in which the Town of Thompson is named as an additional insured, shall not apply to the Town of Thompson.
 - c) The insurance companies issuing the policy or policies shall have no recourse against the Town of Thompson (including its agents or agencies) for payment of any premiums or for assessments under any form of policy.
 - d) Any and all deductibles in the above-described insurance policies shall be assumed by and be for the account of, and at the risk of the Contractor.

RFP REQUIRED INFORMATION & FORMAT

Proposals should not exceed ten (10) pages in length (excluding cover and section dividers), and should include the following information:

- Transmittal Letter Form (attached at end of this RFP)
- Proposed Scope & Budget
- Firm Summary/Profile
- Summaries of at least three (3) similar projects previously completed, including project budget
- Resumes of key staff that will be assigned to work on the project
- Three (3) client references

RESERVATION OF TOWN RIGHTS

The Town reserves the right to accept or reject any or all qualifications received in response to this RFP, to waive any irregularities in qualifications received, to request clarification and/or additional information during the evaluation process, to amend or cancel this RFP, to re-advertise for new submittals, and negotiate potential contract terms with the most highly qualified firm. By submitting a qualification response, the respondent hereby authorizes the Town to contact references and make such further investigations as may be in the best interest of the Town. The Town may also negotiate possible contracts to determine the most highly qualified firm to ensure compensation is fair and reasonable based on the project scope, complexity, professional nature, and the estimated value of the services to be rendered.

QUESTIONS

Questions related to this RFP are to be submitted in writing to Jill Weyer, Director of Community Development, via e-mail to jweyer@thompsonny.gov or by phone at 845-794-2500 x304. The deadline for submitting questions is 12 PM EST, Monday, January 12, 2026. Unless otherwise authorized by the Town, respondents are advised that from the date of the release of this RFP until award of the contract, NO contact with Town personnel or Town officials is permitted with respect to this RFP, except to request a copy of the RFP and to submit questions as stated above. Any other contact will result in the disqualification of the respondent's submittal.

RFP SUBMISSION REQUIREMENTS

Electronic submissions via e-mail are highly encouraged. Interested firms should submit an electronic copy of their proposals by close of business on Thursday January 23, 2026 to MARILEE CALHOUN, TOWN CLERK/REGISTRAR marilee@thompsonny.gov. If you prefer to submit paper copies, please submit **two paper copies (one (1) bound and one (1) unbound)** of your proposal by the time and date indicated to MARILEE CALHOUN, TOWN CLERK/REGISTRAR, TOWN OF THOMPSON, 4052 NY RTE. 42, MONTICELLO, NY 12701.

CONTRACT

Upon selection of a finalist firm(s), the Town will initiate contract negotiations with the selected firm(s). If negotiations are unsuccessful, the Town will enter into contract negotiations with the next ranked firm. The Town is under no obligation to contract with any firm that responds to this RFP. See attached Standard Rider for all Town Contracts.

**TOWN OF THOMPSON
4052 NYS Route 42
Monticello, NY 12701**

**COMPUTER & INFORMATION TECHNOLOGY SERVICES,
Contract Years January 1, 2026 – December 31, 2027**

PROPOSAL SHEET

Company Name:

Address:

Telephone: _____ Cellular Phone: _____

Option A. **Hourly Rate** – (includes all labor, travel and fees)

Price for Hour _____
(in numbers)

Price written in words _____

Option B. **Annual Rate** - (service labor, travel, and fees not inclusive of replacement parts, consumables or purchase of new equipment)

Price for Annual Rate _____
(in numbers)

Price written in words _____

Company Representative Signature: _____

Print Representative Name: _____

Submission Date: _____

**COMPUTER & INFORMATION TECHNOLOGY SERVICES,
Contract Years January 1, 2026 – December 31, 2027**

COMPANY FACT SHEET

Company Name: _____

Address: _____

D.B.A. (if applicable): _____

Years at current Location: _____

If less than 3 years, provide previous address: _____

Year Company was formed _____

How many staff members do you employ? _____

How many technical employees? _____

Types of certifications held:

What is the number of years' experience per technician?

1. _____ 2. _____ 3. _____

4. _____ 5. _____ 6. _____

How many clients do you currently have? _____ How many are municipalities? _____

How many clients are political subdivisions? _____

What is your geographical service area? _____

Disclosure of Responsibility Statement (use additional page if needed)

List any convictions of any person, subsidiary, or affiliate of this company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offense indicating a lack of business integrity or business honesty which affected the responsibility of the Contractor.

List past and/or pending lawsuits against your company for breach of services and/ or cancelation of contracts or subcontract.

List past and/or pending law suits your company has filed against any individual person(s) and/or company for contract disputes.

List any prior suspensions of debarments by any government agency.

List any contracts not completed or canceled.

I, _____, as _____
Print Name of Individual Title & Authority

of _____, declare under oath that the above statements, including any supplemental responses attached hereto, are true.

Signature of Individual

State of _____ County of _____ Subscribed and sworn to
before me on this _____ day of _____ 20____ by _____
representing him/herself to be _____ of the company _____

COMPUTER & INFORMATION TECHNOLOGY SERVICES
Contract Years 2026 - 2027

REFERENCES:

Company	Telephone	Contact Name
A.	_____	_____
B.	_____	_____
C.	_____	_____

Additional Company Specialties:

Please use the space below to describe your experience with providing similar services:
(Use attached sheet if necessary)

NON-COLLUSIVE BIDDING CERTIFICATE

Made pursuant to Section 103-d of the General
Municipal Law of the State of New York

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

1. The prices in 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 bill 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 the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of competition.

Verification by Subscription and
Notice under Penal Law Section 210.45

It is a crime, punishable as a Class A Misdemeanor under the laws of the State of New York, for a person, in and by a written instrument, to knowingly make a false statement, or to make a statement which such person does not believe to be true.

Affirmed under penalty of perjury.

By: _____

Title: _____

Sworn to before me this _____
day of _____, 20__

Notary Public

**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 employs 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.
 - ix. Vendor agrees to comply with all terms of the Town's Sexual Harassment Policy and Vendor and all employees shall refrain from such conduct and shall report any allegations of such conduct. Failure to comply with this regulation shall be considered a breach of the Contract and cause immediate termination of this Contract.

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 voucher shall set forth in detail the dates and description of all of the services and 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.
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 accordance 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 for 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 reimbursement is made 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 ensure 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 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.

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.
- 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 coverages 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 Vendor 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 the date of this contract and was not the usual coverages carried for performance of work of a similar nature, then and in that event the Town shall pay to 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 by the Vendor. All policies which name the Town as an additional insured shall have the standard 10 day notice of cancellation provision which shall provide for 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 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.
- 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. A contract may be digitally transmitted with a binding digital signature encoded in a manner required by law.
20. **SECTOR BIDDER:** Is responsible for all costs and permits and must follow the department of health regulations, Selected bidder is responsible for paying all subcontractors in this project and must provide all prevailing wage documents to the Town of Thompson before they release payment.