

**VILLAGE OF GREENPORT
SUFFOLK COUNTY, NEW YORK**



BID PACKAGE AND SPECIFICATIONS

for

**VILLAGE OF GREENPORT
MARINE FIRE/RESCUE BOAT**

MAYOR

HON. KEVIN STUESSI

TRUSTEES

**MARY BESS PHILLIPS Deputy Mayor
JULIA ROBINS**

**PATRICK BRENNAN
LILY DOUGHERTY-JOHNSON**

**Candace Hall - Village Clerk
Adam Brautigam - Village Treasurer
Brian S. Stolar, Esq. - Village Attorney**

ADDENDUM – 2/7/2025
INVITATION FOR BIDS
MARINE FIRE/RESCUE BOAT

NOTICE IS HEREBY GIVEN, in accordance with the provisions of Section 103 of the General Municipal Law, that sealed bids will be received by the Village of Greenport, 236 Third Street, Greenport, New York 11944 during the regular business hours of 8:30 a.m. through 4:30 p.m. from **Thursday, January 30th, 2025** through and until **10:30 a.m.** on **Friday, February 14, 2025, the response date has been extended from Friday, February 14, 2025 through and until 10:30 a.m. on Friday, February 21, 2025,** at which time they will be opened and read. Bids may be mailed or hand delivered to the Village of Greenport, provided the bid is actually received by the Village of Greenport Village Clerk prior to the time of public opening.

Bid Specifications can be obtained from the Village Clerk's Office, 236 Third Street, Greenport, New York, 11944 and will be available on the official Village Website: www.villageofgreenport.org. Bids must be submitted in a sealed envelope and plainly marked on the outside "**MARINE FIRE/RESCUE BOAT**". The Board of Trustees reserves the right to reject any and/or all bids or to award the contract to the bidder who, in their judgment, is the lowest responsible bidder. The bid price shall not include any Federal, State or Local Tax from which the Village of Greenport is exempt.

All bidders must complete the required Bidder's Disclosure Statement, Non-collusion Declaration, and must provide a copy of the required Statement of Financial Conditions, even if a bidder is currently providing work to the Village. The Village will not award a contract to anyone who cannot prove to the satisfaction of the Village that the bidder has sufficient experience and/or is financially able and organized to successfully comply with the requirements set forth herein.

The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital / financial status, military status, religion, sex, sexual orientation, age or national origin with respect to employment or any employment related matter and the Village of Greenport requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with the same requirement and evidence of that compliance to the Village of Greenport by providing an affidavit to that effect. The Village of Greenport encourages proposals for public contracts, and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women-owned contractors and entities, and the Village of Greenport will solicit proposals and contracts from such entities with respect to the public work noticed herein.

NO BID WILL BE ACCEPTED AFTER THE DATE AND/OR TIME SPECIFIED. THE VILLAGE MAY REJECT ANY OR ALL BIDS OR WAIVE ANY INFORMALITY IN A BID.

BY ORDER OF THE VILLAGE OF GREENPORT BOARD OF TRUSTEES
Village Clerk, Candace Hall

INSTRUCTIONS TO BIDDERS

VILLAGE OF GREENPORT MARINE FIRE/RESCUE BOAT

1. RECEIPT AND OPENING OF BIDS

Pursuant to Village Board Resolution, the Village of Greenport invites bids on the forms herein provided for **"MARINE FIRE/RESCUE BOAT"** at the time, date and place indicated in the Invitation for Bids.

2. BID DOCUMENTS

Invitations for bids consist of the following documents:

- a. Invitation for Bids
- b. Instructions to Bidders
- c. General Conditions
- d. Standard Contract Clauses
- e. Proposal Form
- f. Non-collusion certificate
- g. Bidder's Qualifications Statement
- h. Performance and Prescriptive Specifications – Greenport Fire Department – Marine Fire/Rescue Boat
- i. Any Addendum issued during the bidding period

3. FORM, PREPARATION AND PRESENTATION OF PROPOSAL

The bid must be fully and properly executed by an authorized person. By signing the bid, you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of all bid documents, and that all information provided is complete, true and accurate. The complete bid for this work shall be enclosed in a sealed envelope properly endorsed. All blank spaces for bid prices must be filled in, in ink, in both words and figures, with a total or gross sum for which the bid is itemized on the bid form. In case of discrepancy between the unit price and total amount bid for any item, the unit price, as expressed in words, shall govern. Any Bid, submission or proposal that contains any omissions, erasures, alterations, additions or items not called for in the itemized proposal, or that contains irregularities of any kind, may be deemed by the Board of Trustees to be nonconforming or nonresponsive and to constitute sufficient cause for rejection of that Bid.

4. ADDENDA AND INTERPRETATION OF BID DOCUMENTS

If any bidder is uncertain of the meaning of any statement, reference or other written material contained in any of the bid documents, or finds apparent discrepancies therein or omissions therefrom, the prospective bidder shall promptly submit to Candace Hall, Village of Greenport, 236 Main Street, Greenport, New York, 11944 or at: chall@greenportvillage.org, and to be given any consideration, must be received at least five (5) business days prior to the date fixed for the opening of bids, a written request, fully describing the material in question, requesting an interpretation, explanation or revision thereto. The response to any such request shall be made only by an Addendum to the bid documents. Any addenda so issued shall become part of the bid documents. All Addendum shall be acknowledged in the bidder's proposal by the person signing the bid. The failure of

any bidder to receive any such addenda will not relieve the bidders of any obligation under this bid as submitted.

5. QUALIFICATION OF BIDDERS

- A) Forms for qualification of bidders, giving evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work will be provided, and the three lowest bidders shall be prepared to file at the option of the Village said form, properly filled.
- B) Information contained in any statement of financial ability shall be not more than thirty days old at the time of submission. If a financial statement is already on file with the Village Clerk, a new one need not be submitted provided the information contained therein is not more than thirty days old at the time of the opening of bids and provided the Contractor has not materially changed since submission of said statement.

6. REJECTION OF BIDS

- A) The Village Board of Trustees reserves the right to reject any bid if the evidence submitted in the qualifications statement or an investigation of such bidder fails to satisfy the Board that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.
- B) The Village Board reserves the right to reject any and all bids, in whole or in part, to waive any information in any or all bids, and to accept the responsive bid or part thereof which it deems most favorable to the Village after all bids have been examined and/or checked. No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read aloud.

7. BIDDERS RESPONSIBILITY

- A) The bid shall include the complete cost of furnishing all materials, labor and equipment necessary to perform the work in accordance with this bid, including all other expenses incidental thereto.
- B) Bidder must examine this bid and the existing facilities and exercise their own judgment as to the nature and amount of the whole of the work to be done, and for the bid prices, must assume all risks of variance by whomsoever made in computation or statement of amounts or quantities necessary to fully complete the work in strict compliance with the Contract Documents.
- C) The Bidder shall assume all risks and responsibility and shall complete the work in whatever material and under whatever conditions he/she may encounter or create, without extra cost to the Village.
- D) No plea of ignorance or misunderstanding of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution or the work under this contract, as a result of failure to make the necessary examinations and investigations, will be to fulfill in every detail all of the requirements of the Contract Documents, or will be accepted as a basis for any claims whatsoever for extra compensation, or for extension of time.

8. TERMS AND CONDITIONS

The Conditions of Contract, together with the Information for Bidders, Form of Bid, Specifications and instructions of the Village Administrator or his duly authorized representative will be rigidly enforced.

9. FOREIGN CONTRACTORS

Foreign Contractors must comply with the provisions of Articles 9A and 16 of the Tax Law, as amended, prior to submission of a bid for the performance of this work. The certificate of the New York State Tax commission to the effect that all taxes have been paid by the foreign contractor shall be conclusive proof of the payment of taxes. The term "foreign contractor" as used in this subdivision means in the case of an individual, a person who is a legal resident of another state or foreign country; and in the case of a foreign corporation, one organized under the laws of a state other than the State of New York and permitted by law to contract with municipalities in New York.

10. LIEN LAW

Attention of all persons submitting bids is specifically called to the provisions of Section 25, Subdivision 5, Section 25A and 25B of the Lien Law, as amended, in relation to funds being received by a contractor for a public improvement declared to constitute trust funds in the hands of such contractor to be applied first to the payment of certain claims. The payment requisition shall be accompanied by an affidavit of compliance with the Lien Law.

11. SUBCONTRACTORS AND ASSIGNMENT

The successful bidder may not subcontract or assign their rights or responsibilities under this bid without the prior written approval of the Village Board of Trustees.

12. EXEMPTION FROM SALES AND USE TAXES

In accordance with New York State Tax Law, political subdivisions, including the Village, are exempt from the payment of sales and use taxes imposed on tangible personal property. Contractors entering into a contract with the Village of Greenport shall be exempt from payment of sales and use tax as described in the Tax Law. Procedures and forms are available to the contractor directly from the Instructions and Interpretations Unit, State of New York, Department of Taxation and Finance, State Campus, Albany, New York, 12227.

13. QUALIFICATIONS OF BIDDERS

A BIDDER'S QUALIFICATIONS STATEMENT is required to be submitted. The forms attached hereto indicate all of the information required. Each proposal shall include a current Disclosure Statement. The Village retains the right to investigate and verify the information submitted in the Disclosure Statement and inquire further of any bidder prior to award. Bidder may be requested to submit additional information such as references, financial information or other items deemed relevant by the Board.

14. BID VALIDITY PERIOD/TIME FOR COMPLETION OR DELIVERY

The bid shall be valid for one (1) year from the date of award with the option to renew for two (2) additional one-year terms on the same terms and conditions including price. If the bid involves equipment or machinery, the bidder, when submitting a bid, must be able to deliver the equipment no later than the date contemplated under the contract terms. If the bid involves a public works project, the bidder must be prepared to commence work not later than ten (10) days after signing the Contract unless the Village shall authorize a delay.

15. PAYMENTS

The successful bidder shall be paid by the Village in arrears upon receipt of equipment and title. Invoices for payments will not be processed without a valid purchase order and or service ticket which must include start and end time and be signed by an authorized individual from the user department.

16. LABOR LAW

The Contractor and every subcontractor performing work on a construction project to which a contract relates shall comply with the applicable provisions of the Labor Law, as amended, of the State of New York.

17. LIQUIDATED DAMAGES

Liquidated damages in the amount of \$250.00 per day may be assessed for each consecutive calendar day of delivery delay not excusable as provided in the Bid or Contract Documents.

18. WAGE RATES

If this bid is subject to Labor Law Article 8, the rates of wages determined by the New York State Industrial Commissioner pursuant to the Labor Law (Article 8), which are to be paid on this project, have been ordered from the Labor Commission. Bidders may download the latest copy of the applicable wage rates for this project from the NYSDOL web site.

19. INSURANCE REQUIRED BY THE VILLAGE OF GREENPORT

For public works projects, unless otherwise provided in the bid documents, the successful bidder will be required to procure and pay for the following types of insurance, in accordance with the provisions of the Conditions of Contract:

- (a) Workers' Compensation Insurance
- (b) Public Liability and Property Damage (Per Occurrence \$5 million)
- (c) Coverage for all vehicles, (Per occurrence \$5 million)

The Village shall be named as additional insured and the original policies shall be filed with the Village Clerk.

All bids must include proof of insurance.

20. EQUAL EMPLOYMENT OPPORTUNITY

The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital/financial status, military status, religion, sex, sexual orientation, age or national origin with respect to employment or any employment related matter and the Village of Greenport requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same requirements. The Village of Greenport encourages bids for public contracts and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women owned contractors and entities and the Village of Greenport will solicit bids and contracts from such entities with respect to the public work noticed herein.

21. LETTER OF TRANSMITTAL

The required Letter of Transmittal shall contain the name, address and telephone number of the Bidder and shall contain wording to the effect that attached is a completed Bid proposal for **MARINE FIRE/RESCUE BOAT** including those items required to be completed in the Bid Specifications and all related Addenda.

BID SPECIFICATIONS

VILLAGE OF GREENPORT MARINE FIRE/RESCUE BOAT

The Village of Greenport is seeking qualified contractors to bid on a Marine Fire/Rescue Boat. This is a requirements contract. There are no minimum or mandatory purchases or service requests. The Village reserves the right to award in whole or in parts or not at all, whichever is in the best interest of the Village. The Village reserves the right to award to a primary and a secondary vendor.

The Village is seeking a Marine Fire/Rescue Boat as specified herein on Exhibit 1(Performance and Prescriptive Specifications Greenport Fire Department Marine Fire/Rescue Boat Dated 4/11/24, Revised 10/23/24). If brands or models are listed in the specifications, the Village will accept bids of equal or better options. If you are proposing an equivalent item, please include the item specifications. It is the responsibility of the bidder to show that the product is an equivalent product. The bidder must give the Village an opportunity to see the alternative item bid. The Village reserves the right to determine whether an item is an equivalent item.

Regarding the standard warranty, the bid must include at a minimum, a standard one year warranty on all parts and labor. All bid items must have a one year warranty on equipment, parts and labor. Please include address of servicer local to the Village.

Service, repair and maintenance hourly labor rates not otherwise included in the warranties. Please include an hourly rate in the event that the equipment needs servicing or repair. If parts are needed in connection with a service or repair, the Village will pay 12% above certified costs for the parts plus any shipping or delivery costs as a pass-through cost.

Bids must be inclusive of freight and/or shipping costs. The Village will not pay shipping costs above the bid amount.

It is the intent of these specifications to cover the furnishing and delivery of a complete Marine Fire/Rescue boat as hereinafter specified (in exhibit 1). These specifications cover the primary requirements as to the type of construction and the specific outfitting to which the bidder shall conform.

Each bidder shall furnish satisfactory evidence of its ability to construct the apparatus specified and shall state the location of the factory where the apparatus is to be built. The bidder shall demonstrate that the company is in a position to render prompt service and to furnish replacement parts for the boat.

Each bidder shall provide at least 5 customer references applicable to quality of product, and timeliness of delivery. The bidder shall have a service company within 50 miles of the Village.

Each bid shall be accompanied by a set of specifications consisting of a detailed description of the boat and equipment proposed and to which the boat furnished under the contract shall conform. These specifications shall indicate size, type, model and make of all component parts and equipment. Any exceptions to the specifications shall be specifically and clearly indicated by the bidder. Bids must include CAD drawings showing, at a minimum, the outboard and inboard profiles, arrangement plan, and safe system. Prior to contract award, the successful bidder shall provide construction and outfitting drawings, as well as weight, hydrostatics, and structural calculations for the proposed boat.

The boat design shall embody the latest in approved marine construction practices. The workmanship shall be of the highest quality in its respective field. Special consideration shall be given on the following points: durability of construction, access for inspection and maintenance of the hull and equipment, and quality of workmanship of recent deliveries.

BID PROPOSAL FORM
VILLAGE OF GREENPORT
MARINE FIRE/RESCUE BOAT

Village of Greenport
236 Third Street
Greenport, New York 11944

Bidders:

The undersigned bidder has carefully examined the Contract Documents for the proposed work and will provide all necessary labor, materials, equipment and incidentals as necessary and called for by the said contract Documents in the manner prescribed therein and in said Contract, and in accordance with the requirements of the Village of Greenport at the following unit and lump sum prices:

Name of Bidder: _____

Address of Bidder: _____

EIN No.: _____

Contact Phone No: _____

Contact E-Mail: _____

Signature: _____

Signed By: _____

Title: _____

Date: _____

BID FORM (CONTINUED)

Name of Bidder: _____

DESCRIPTION	BID PER UNIT
Fire/Rescue Boat*	_____
Training	_____
Hourly Labor Rate	_____
Discount off list-price for parts and equipment	_____
Warranty	_____

*Identify Brand and/or Model to be provided (manufacturer and equipment details) _____

Title: _____

Date: _____

NON-COLLUSION AFFIDAVIT OF BIDDER

STATE OF.....)

COUNTY OF.....)

_____, being duly sworn, deposes and says that:

He/She/They is (owner, partner, officer, representative, or agent) _____ of _____, the Bidder that has submitted the attached bid; and

That he/she/they is fully informed respecting the preparation and contents of the attached bid, and of all pertinent circumstances respecting such bid; and

That such bid is genuine and is not a collusive or sham bid; and

That neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted; or agreed to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement, or collusion, or communication, or conference with any other Bidder to fix the prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or that of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Village of Greenport, Suffolk County, New York or any other person or firm interested in the proposed Contract; and

That the prices quoted in the attached bid are fair and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder, or any of its officers, agents, representatives, owners, employees, or parties in interest, including this affiant.

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed this _____ day of _____, 20_____.

President
(or authorized agent of corporation)

Sworn and subscribed
to before me this ___ day of _____, 20__.

Notary Public

DISCLOSURE STATEMENT

STATE OF.....)

COUNTY OF.....)

_____, being duly sworn, deposes and says that:

- (1) He/She/They is (owner, partner, officer, representative, or agent) _____ of _____, the Bidder that has submitted the attached Bid; and
- (2) That the following is a complete listing of all Bidder's stockholders or partners who own ten percent (10%) or more of its stock of any class, a listing of all partners in the partnership who own a ten percent (10%) or greater interest in the partnership, or a listing of all members of the limited liability company or (including any individual members of an entity that has an ownership interest in the limited liability company, as the case may be.

NAME	ADDRESS	PERCENT OWNERSHIP
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTE: Continue on separate sheet until all stockholders/partners exceeding the 10% ownership criteria are listed.

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed this _____ day of _____, 20_____.

President
(or authorized agent of corporation)

Sworn and subscribed to before me this ___day of _____, 20___.

Notary Public

BIDDER CERTIFICATIONS

Bidder Note: All Certificates in this Section must be completed by the Bidder and included with the Bid.

CERTIFICATE OF BIDDER QUALIFICATIONS

STATE OF.....)

COUNTY OF.....)

_____, being duly sworn, deposes and says that:

- (1) He/She/They is (owner, partner, officer, representative, or agent) _____ of _____, the Bidder that has submitted the attached Bid; and
- (2) That the Bidder owns, leases or controls the necessary equipment required to perform the work described in the Plans, Specifications and Contract to be executed by the Bidder and the Village of Greenport, New York; and
- (3) That the Bidder is financially capable of accomplishing the work to be performed as described in the Plans, Specifications and Contract to be executed between the Bidder and the Village of Greenport, New York; and
- (4) That the Bidder is fully qualified to perform all phases of the work as described in the Plans, Specifications and Contract to be executed between the Bidder and the Village of Greenport, New York.

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed this _____ day of _____, 20_____.

President
(or authorized agent of corporation)

Sworn and subscribed
to before me this ___day of _____, 20___.

Notary Public

CONFLICT OF INTEREST CERTIFICATE

STATE OF.....)

COUNTY OF.....)

_____, being duly sworn, deposes and says that:

- (1) He/She/They is (owner, partner, officer, representative, or agent) _____ of _____, the Bidder that has submitted the attached Bid; and
- (2) That no officer or employee of the Village of Greenport, New York has prior knowledge of the amount of Bidder's Bid; and
- (3) That no officer or employee of the Village of Greenport, New York has any ownership or other interest in the Bidder's business or operations; and
- (4) That no officer or employee of the Village of Greenport, New York will participate in any profits, receive any compensation, commission, gift or other reward for his services as a result of the Bidder obtaining this Contract.

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed this _____ day of _____, 20_____.

President
(or authorized agent of corporation)

Sworn and subscribed
to before me this __day of _____, 20__.

Notary Public

BIDDER'S CERTIFICATE OF CRIMINAL NON-INVOLVEMENT

STATE OF.....)

COUNTY OF.....)

_____, being duly sworn, deposes and says that:

(1) He/She/They is (owner, partner, officer, representative, or agent) _____ of _____, the Bidder that has submitted the attached Bid; and

(2) That no person(s) involved directly, indirectly or beneficially in the Bidder's business (regardless of type of business), proprietorship, partnership, corporation, association or any other form of business entity, have ever been convicted of any felony.

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed this _____ day of _____, 20_____.

President
(or authorized agent of corporation)

Sworn and subscribed
to before me this _____ day of _____, 20_____.

Secretary

NOTE: If the above cannot be certified to, attach to this Certification a separate page stating the details in full. Give names of persons convicted for each offense, their respective position and title, nature of the offense, date thereof, court in which matter was entered and sentence imposed, if any.

**ACKNOWLEDGMENT AND RECEIPT OF ADDENDA
VILLAGE OF GREENPORT**

Addendum No.:

Signature of person, firm or corporation making this proposal:

(Contractor)

(Title)

P.O. Address: _____

Phone No.: _____ Dated: _____

The full names and addresses of all persons interested in the Proposal or principals are as follows:

Name	Address
_____	_____
_____	_____
_____	_____

The Village Board reserves the right to award this contract to the lowest qualified bidder and to reject and declare invalid any or all bids deemed not in the best interest of the Village.

On acceptance of this bid, the undersigned binds himself or themselves to enter into written contract with the Village no later than thirty (30) days after the date of the Notice of Award of this bid and to furnish all required security for faithful performance of the terms of said contract and the insurance as required by the conditions of Contract, and to process the work diligently so as to complete all the work required under this contract within the time frame outlined in the bid Specifications, Paragraphs 2 and 5.

GENERAL CONDITIONS/CONTRACTUAL REQUIREMENTS

The terms and conditions set forth in this section entitled General Conditions/Contractual Requirements are expressly incorporated in and applicable to the resulting procurement or purchase contract awarded by the Village. The bidder is deemed to be the "Contractor" as referenced herein and the terms and conditions are hereinafter referred to as the "Contract". The Contractor agrees to be bound by the following clauses which are hereby made a part of the proposal and, if awarded the bid, the resulting contract.

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the Village shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. This contract may not be assigned, and no part or portion may be subcontracted, by the Contractor nor may its right, title or interest therein be assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the Village of Greenport (Village) and any attempts to assign the contract without the Village's written consent are null and void.

3. WORKERS' COMPENSATION BENEFITS. This contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law. If employees will be working on, near or over navigable waters, a U.S. Longshore and Harbor Workers' Compensation Act endorsement must be included.

4. PREVAILING WAGES. If any portion of the work is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of Hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the New York State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the New York State Labor Department in accordance with the Labor Law. Additionally, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with subdivision 3-a of this Section 220 of the Labor Law shall be a condition precedent to payment by the Village of any sums due and owing to any person for work done upon the project.

5. PAYMENTS. Contractor shall submit complete and accurate billing invoices to the Village to receive payment. The Village shall only make payment in arrears for timely filed claim forms containing documentation of the costs claimed following completion of all or a portion of the work and compliance with any applicable laws regarding payments and payrolls. Payments shall be made to the Contractor in arrears and shall be expressly contingent upon the Contractor submitting a claim form in a form provided by the Village upon request, that includes with reasonable specificity the product or services provided and payment requested for such product or services, certifies that the sum requested is correct and has not been paid, and includes documentation satisfactory to the Village supporting the amount claimed, and review, approval and audit of the claim form by the Village. For products delivered to the Village, payments can only be processed upon acceptance of the product and the passage of such time as is otherwise set forth in the bid documents.

6. RELEASE OF VILLAGE UPON PAYMENT. The acceptance by the Contractor or any person claiming under the Contractor of any payment made on the final payment claim under this contract shall operate on and shall be a release to the Village from all claims and liability to the Contractor for any compensation or reimbursement for services rendered, work performed or product provided.

7. TAXES. Purchases made by the Village are exempt from New York State sales and excise taxes. These taxes are not to be included in bids. The exemption does not apply to tools, machinery, equipment or other property, sold or leased to the Contractor or a subcontractor, or to materials and supplies of a kind which will not be incorporated into the completed product, and the contractor and his subcontractors shall be responsible for and pay any all non-exempt taxes.

INSURANCE. Bidder shall purchase and maintain at all times during the term of the Contract such insurance as will protect Bidder and the Village of Greenport from claims which may arise out of or result from the Bidder's operation under the Contract, whether such operations be by the Bidder or by any subcontractor, or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable. The Village of Greenport will be named as an additional insured on all insurance policies.

Minimum acceptable insurance coverages for the Contract are:

INSURANCE DESCRIPTION	LIMITS OF LIABILITY
Workers' Compensation	Statutory
Commercial General Liability including Property Damage Liability and Commercial Automobile Liability	\$2,000,000 per occurrence and \$5,000,000 aggregate single limit
	\$2,000,000 total annual

The insurance policies naming the Village as additional insured shall contain the following obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this policy is issued, and the stated coverages are in force at this time. In the event of cancellation or material change in a policy that affect the additional insured, thirty (30) days prior written notice will be given the additional insured."

8. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with General Municipal Law § 103-d, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the Village a non-collusive bidding certification on Contractor's behalf.

9. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of this contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership, or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates

of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Village within five (5) business days of such conviction, determination or disposition of appeal.

10. SET-OFF RIGHTS. The Village shall have rights of set-off. These rights shall include, but not be limited to, the Village's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing by the Contractor to the Village with regard to this contract, or any other contract with the Village, including any contract for a term commencing prior to the term of this contract. This also includes amounts due and owing the Village for any other reason including, without limitation, monetary penalties, adjustments, fees, or claims for damages by the Village and third parties in connection therewith.

11. LABOR LAW COMPLIANCE. If this project is a public works contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, and neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. This project has been registered with the New York State Department of Labor as a public works project and a schedule of prevailing wages for Suffolk County is available from the New York State Department of Labor and will be provided to the Contractor with the Contract herein.

12. HOLD HARMLESS. The successful bidder shall indemnify, hold harmless and defend the **Incorporated Village of Greenport**, its officers, employees, and/or agents from any and all liability, damage, loss, claims, demands and actions of any nature whatsoever, for any reason whatsoever, foreseeable or unforeseeable, which arises out of or is connected with, or is claimed to arise out of to be connected with, any undertaking, product, goods, merchandise, products, services sold and/or work supplied, furnished or performed by the Contractor or its subcontractors and/or agents, on account of personal injury, death or property loss to the **Incorporated Village of Greenport**, its officers, employees, agents or to any other persons, third parties, or property, but shall not include claims resulting from the gross negligence or willful misconduct of **Incorporated Village of Greenport**. In case any such action shall be brought against the Village, Contractor shall defend the same at its own cost and expense. This indemnity and hold harmless is intended to be as broad as is permitted by law and to include claims of every kind and nature – for tort, under contract, for strict liability or other liability without fault, under statute, rule, regulation or order, and otherwise.

13. BREACH OF CONTRACT.

A. If the Contractor fails to perform or fails to perform in satisfactory manner as required in accordance with the bid and the contract, or fails to perform within applicable Federal, State, County, Town and Village laws, regulations and/or ordinances, the Village has the right, in addition to the penalties set forth above, to take whatever corrective action as the Village deems appropriate, including, but not limited to withholding of Contract payments, terminating the Contract or calling

upon the Surety which has issued any required Performance Bond or defaulting to the cash bond and all interest which may have accrued from the date of the initial deposit with the Village.

B. If the Contractor is guilty of any breach hereof, or fails to satisfy any liability to any third person arising out of the work, or becomes insolvent or bankrupt, or if his property or affairs are placed into the hands of a Receiver or Trustee or Assignee for the benefit of Creditors or Referee or if any claim or damage or cost or expense arising directly or indirectly out of the Contractor's operations is made, caused, or incurred by, to or against the Village shall be entitled:

1. To withhold, out of monies otherwise due such sums as the Village deems necessary to protect it from loss or delays to assure the payment of just claims, damage, costs or expense, and to apply them for the Contractor's account as the Village deems best to secure such protection.

2. To take over and complete the work or any part thereof for the Contractor's account, taking possession of and using any facilities provided by the Contractor.

3. To terminate the Contract as to all or any part of the uncompleted work.

4. To exercise any appropriate right or remedy at law or in equity or upon the Contractor's surety bond.

5. No act or omission of the Village shall constitute an estoppel against the Village or a waiver of any provision of this Contract or any election to pursue exclusively any right or remedy, saving only an express written declaration to that effect, and no waiver by the Village of any breach shall constitute a waiver of any breach by the Contractor.

6. The Village, upon a substantial breach by the Contractor, may seek to provide the services to be provided by the Contractor by another source or provider as the Contract Work consists of essential services to the Village.

14. TERMINATION.

A. The Village may terminate the Contract if the work to be done is abandoned by the Bidder or if the Contractor has violated any law relative to the contract, work or product or if the Contract is assigned without the prior written consent of the Village or if the Bidder is adjudged bankrupt or if a general assignment of the Bidder's assets is made for the benefit of creditors or if a receiver is appointed for the Bidder or any of his property or if at any time the Village determines that the work performance under the Contract is being unnecessarily delayed or the Bidder is violating or has violated any of the material conditions of the Contract or that the Bidder is executing the same in bad faith or otherwise not in accordance with the terms of said Contract. In the event any of the foregoing, the Village may serve written notice upon the Bidder and his Surety of the Village's intention to terminate the Contract.

B. The Village will be responsible for payment of any portion of the services completed prior to the termination of the contract and satisfactory to the Village. If the Village finds that the Contractor has violated any law relative to the contract or has violated

the terms of the contract or the bid in a material manner or fashion, the Village may terminate the contract immediately.

- C. Unless the Contractor remedies the default or failure within 10 days after the serving of notice terminating the contract, the contract shall immediately terminate. In such circumstance, the Village may take over and prosecute the work to completion, by contract or otherwise. The Bidder and his Surety shall be liable to the Village for all damages, as well as excess costs sustained by the Village by reasons of such prosecution and completion by the Village, inclusive of any optional extensions of the contract.
- D. If the Bidder shall be adjudged bankrupt and a receiver appointed or a general assignment for the benefit of creditors is made, or the Bidder is proven insolvent or fails in business, the Contract shall not be an asset of the Bidder.

15. RECORD-KEEPING REQUIREMENT. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts or other evidence directly pertinent to performance under this contract (the "Records") for a period of six (6) years following final payment or to the termination of this contract, whichever is later, and any extensions thereto. The Village and Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such Records during the contract term, extensions thereof and said six (6) year period thereafter during normal business hours at an office of the Contractor within the State of New York, or if no such office is available, at a mutually agreeable and reasonable venue within the State, for the purposes of inspection, auditing and copying. "Termination of the contract", as used in this clause 9, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract. The Village shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform the Village's chief fiscal officer with a copy to its Records Access Officer, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Village's right to discovery in any pending or future litigation.

16. LIABILITY. Contractor shall be responsible for all damage to life and property due to negligent or otherwise tortious acts, errors or omissions of Contractor, in connection with their services under this contract. Further, it is expressly understood that Contractor shall indemnify and save harmless the Village, from claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance of the services of Contractor under this contract, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided.

17. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal Supremacy clause requires otherwise and any action arising from this agreement shall be heard in a court of competent jurisdiction in Suffolk County.

18. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by General Municipal Law § 106-b.

19. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction in Suffolk County, New York.

20. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules, Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the Village's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the Village, in writing, of each and every change of address to which service of process can be made. Service by the Village to the last known address shall be sufficient.

21. OBSERVANCE OF LAWS. The Contractor agrees to observe all Federal, State and local laws and regulations and to procure all necessary licenses and permits.

22. DISQUALIFICATION TO CONTRACT WITH PUBLIC ENTITY OR POLITICAL SUBDIVISION. The Contractor has not been disqualified from selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or any official of any public authority created by the state or any political subdivision, for goods, work or services.

23. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has not business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

24. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of New York State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the New York State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

25. JOHN S. MCCAIN NATIONAL DEFENSE AUTHORIZATION ACT. The Contractor is prohibited from providing to the Village any equipment, system or service that uses "covered telecommunications equipment or services" as a substantial or essential component of any system or as critical technology of any system. The term "covered telecommunications equipment or services" shall have the meaning provided in Section 889(a)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) and federal regulations.

26. ETHICS. The Village shall have the right to cancel or terminate this Agreement at any time if any work performed under the Agreement is in conflict with the provisions of the New York State Public Officers Law or the Village's ethics code.

27. OSHA 10 HOUR CONSTRUCTION SAFETY AND HEALTH COURSE. If this is a public work contract covered by Article 8 of the New York State Labor Law, it shall be required that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site be certified as having successfully completed A MINIMUM OF 10 HOURS OF CONSTRUCTION AND HEALTH SAFETY TRAINING, as approved by the United States Department of Labor's Occupational Safety and Health Administration (OSHA). The Contractor, sub-contractor or other person doing or contracting to do the whole or part of the work contemplated by the contract, shall provide proof of certification for successfully completing the course for each employee prior to performing any work on the project.

28. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit, the terms of this Exhibit shall control, except that to the extent required for the purpose of obtaining Federal Aid in connection with this contract, any contract provisions required for Federal Aid projects shall supersede any conflicting provisions.

29. WICKS LAW PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law, where preparation of separate specifications is not required, the Contractor shall make no change of subcontractor or agreed-upon amount to be paid to each subcontractor without the approval of the owner in accordance with Section 101(5) of the General Municipal Law.

30. NOTICES. All communications or notices between the Contractor and the Village shall be to the Mayor and the Contractor at their respective addresses as shown on the Contract, unless amended, in writing. Any notice hereunder shall be given by certified mail, return receipt requested and regular mail addressed to the Contractor and the Village at the addresses indicated in the Bid and Contract documents.

31. NO INVESTMENT ACTIVITIES IN IRAN. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/iran-divestment-act-2012>. Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be considered by the Village. During the term of the Contract, should the Village receive information that a person (as defined in State Finance Law §165-a) is in violation of the above certifications, the Village will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act with 90 days after the determination of such violation, then the Village shall take such action as may be appropriate and provided for by law, rule or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Contractor in default.

32. SEXUAL HARASSMENT POLICY. Pursuant to Labor Law § 201-G, the Village has adopted the form of Sexual Harassment Policy promulgated by the New York State Division of Human Rights, a copy of which is on file with the Clerk. By execution of this Agreement, the Contractor acknowledges receipt of the Sexual Harassment Policy and that it shall be bound by the terms of said policy. Any violation of the Sexual Harassment Policy, the New York State Labor

Law, or the New York State Human Rights Law by the Contractor, its contractors, subcontractors, officers, employees, or agents shall constitute an event of default under this Agreement.

33. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

34. REQUIRED PROVISIONS. Every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein, and if through mistakes or otherwise such provision is not inserted, upon the application of either party, this Contract shall be physically amended forthwith to make such insertion.

35. WAIVER. The failure of either of the parties at any time to insist upon the strict observance of any of the provisions of this Contract, or to exercise any rights in respect hereto, or to exercise any election herein provided, shall not be construed as a waiver of such provision, right or election or in any way affect the validity of this Contract.

36. CONTRACT CREATION/EXECUTION. Subject to award and upon receipt of all required approvals as set forth in the bid specifications, a contract shall be deemed executed and created with the successful bidder, upon receipt of (a) a fully executed contract or (b) a purchase order authorized by the Village.

37. PURCHASE ORDERS. Unless otherwise authorized in writing by the Village, no product is to be delivered and furnished by the Contractor until transmittal of an official purchase order from the Village. Unless terminated or cancelled by the Village, purchase orders shall be effective and binding upon the Contractor when placed in the mail or transmitted electronically.

38. PRODUCT DELIVERY. Delivery must be made as ordered to the address specified on the purchase order and in accordance with the terms of the contract. Unless otherwise specified in the bid documents or bid specifications, delivery shall be made within **30 calendar days** after receipt of the purchase order. Failure to meet the delivery time schedule may be grounds for cancellation of the order and the contract.

39. TITLE AND RISK OF LOSS. Notwithstanding the form of shipment, title or other property interest, risk of loss shall not pass from the Contractor to the Village until the product has been received, inspected and accepted by the Village. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the bid specifications or purchase order. Mere acknowledgement by Village personnel of the delivery or receipt of the product shall not be deemed or construed as acceptance of the product received. A delivery of the product that is substandard or does not comply with the bid specifications or contract terms and conditions, may be rejected or accepted on an adjusted price basis, as determined by the Village.

40. REJECTED PRODUCT. When the product is rejected by the Village, it must be removed by the Contractor from the Village premises within ten calendar days of notification of rejection. Upon notification of rejection, risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected items not removed by the Contractor within ten

calendar days of notification shall be regarded as abandoned by the Contractor and the Village shall have the right to dispose of the product as its own property. Contractor shall promptly reimburse the Village for any costs and expenses incurred in storage or effecting removal or disposition after the 10 calendar day period.

41. INDEPENDENT CONTRACTOR. The Contractor shall exist and operate as an independent contractor only and the Village shall have no obligations or responsibility with respect to the services provided or the employees or obligations of the Contractor or have any fiduciary responsibility with respect to the Contractor.

42. NON ASSIGNMENT. This contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the Village's previous written consent, and attempts to do so are null and void.

43. BINDING EFFECT. The provisions, covenants and conditions in this Contract apply to bind their parties, their legal heirs, representatives, successors and permitted assignees.

44. TERMINATION.

E. The Village may terminate the Contract if the work to be done is abandoned by the Bidder or if the Contractor has violated any law relative to the contract, work or product or if the Contract is assigned without the prior written consent of the Village or if the Bidder is adjudged bankrupt or if a general assignment of the Bidder's assets is made for the benefit of creditors or if a receiver is appointed for the Bidder or any of his property or if at any time the Village determines that the work performance under the Contract is being unnecessarily delayed or the Bidder is violating or has violated any of the material conditions of the Contract or that the Bidder is executing the same in bad faith or otherwise not in accordance with the terms of said Contract. In the event any of the foregoing, the Village may serve written notice upon the Bidder and his Surety of the Village's intention to terminate the Contract.

F. The Village will be responsible for payment of any portion of the services completed prior to the termination of the contract and satisfactory to the Village. If the Village finds that the Contractor has violated any law relative to the contract or has violated the terms of the contract or the bid in a material manner or fashion, the Village may terminate the contract immediately.

G. Unless the Contractor remedies the default or failure within 15 days after the serving of notice terminating the contract, the contract shall immediately terminate. In such circumstance, the Village may take over and prosecute the work to completion, by contract or otherwise. The Bidder and his Surety shall be liable to the Village for all damages, as well as excess costs sustained by the Village by reasons of such prosecution and completion by the Village, inclusive of any optional extensions of the contract.

H. If the Bidder shall be adjudged bankrupt and a receiver appointed or a general assignment for the benefit of creditors is made, or the Bidder is proven insolvent or fails in business, the Contract shall not be an asset of the Bidder.

45. ENTIRE AGREEMENT. This contract, together with the proposal, any exhibits, request for proposal, contract specifications and any other documents included in the notice to bidders or request for proposal constitute the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties. This contract may not be

changed or modified in any manner except by a subsequent writing, duly executed by the parties hereto.

STATE OF NEW YORK

)

)ss:

COUNTY OF

)

_____, being duly sworn, deposes and says: I am the
 _____ of _____, the above named
 corporation, whose name is subscribed to and which executed the foregoing bid. I reside at
 _____ in the _____ of
 _____, State of _____. I have knowledge of
 the several matters therein stated are in all respects true.

 (Signature of person who signed bid)

Subscribed and sworn to before me this _____ day of _____,
 (Notary Public)

CONTRACT

AGREEMENT, made this _____ day of _____ 20 _____ by and between the **Village of Greenport**, with offices located at 236 Third Street, Greenport, New York 11944, party of the first part (the "Village") and _____, with offices located at _____ (the "Contractor").

WITNESSETH: That for and in consideration of the premises and the agreements herein contained, and the payments herein provided to be made, the parties hereto agree as follows:

1. The Contractor shall provide the Village with [the work, project, service, product], including all labor, and furnish all the materials, equipment, tools, and implements required to perform and complete the contract work, and will faithfully perform and complete in a satisfactory manner the entire work of the project for the Village of Greenport as described and in accordance with the specifications provided by the Village of Greenport for [the work, project service, product].
2. The following documents are hereby made a part hereof (together the "Contract Documents"), as if fully set forth herein:
 - a. Invitation for Bids
 - b. Instructions to Bidders
 - c. Bid Specifications
 - d. Exhibit 1(Performance and Prescriptive Specifications Greenport Fire Department Marine Fire/Rescue Boat Dated 4/11/24, Revised 10/23/24)
 - e. Bid Proposal Form
 - f. General Conditions/Contractual Requirements
 - g. Non-collusion Affidavit
 - h. Disclosure Statement
 - i. Bidder Certifications
 - j. Conflict of Interest Certification
 - k. Bidder's Certificate of Criminal Non-Involvement

3. In consideration of the Contractor satisfactorily performing this Contract Work (or providing the Product), the Village of Greenport shall pay the Contractor the amount of _____ in accordance with the Bid Documents.

4. The Contractor will execute and provide release of liens and guarantees of payment of any suppliers or subcontractors prior to final payment.

5. [If applicable] The Contractor acknowledges that this Contract and the Contract Work is a public improvement project and subject to prevailing wage requirements as set forth in the New York State Labor Law and that the Contractor shall comply with all provisions of the New York State Labor Law applicable to public construction and improvement projects. The Contractor shall insure that the Contractor and Contractor's subcontractors, if any, pay their laborers in compliance with the prevailing wage rate schedule published by the Department of Labor, as the same may be amended during the course of this project, and that the Contractor and the Contractor's Subcontractors shall file with the Village transcripts of their payrolls, subscribed, and affirmed under the penalty of

perjury, in accordance with Section 220 of the Labor Law with any request for payment by the Village to the Contractor. Contractor may provide the Village of Greenport with an affidavit in suitable form attesting that the Contractor entity is a sole proprietorship and not subject to the prevailing wage requirements for that reason.

6. The Contractor shall procure and maintain, at its own expense, and without any expense to the Village, until final acceptance by the Village of the work and terms covered by the Contract, insurance as provided in the General Conditions/Contractual Requirements.

7. The Contractor acknowledges that the Contractor is a vendor only and this Contract does not establish any employer employee relationship between the Village and the Contractor or any of the Contractor's employees.

8. This Contract and the Contract Documents constitute the entire agreement between the Village of Greenport and the contract may only be altered, amended or repealed by a duly executed written instrument signed by both the Contractor and the Village.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

VILLAGE OF GREENPORT

CONTRACTOR

BY _____

BY _____

(SEAL)

TITLE _____
(CORPORATE SEAL)

State of New York)
) ss.:
County of Suffolk)

On the day of in the year
before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgement)

State of New York)
) ss.:
County of Suffolk)

On the day of in the year
before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgement)

VILLAGE OF GREENPORT

**VILLAGE OF GREENPORT
MARINE FIRE/RESCUE BOAT**

EXHIBIT 1 (UNDER SEPARATE COVER)

**PERFORMANCE AND PRESCRIPTIVE SPECIFICATIONS
GREENPORT FIRE DEPARTMENT MARINE FIRE/RESCUE BOAT**

Performance and
Prescriptive
Specifications
Greenport Fire
Department Marine
Fire/Rescue Boat

Dated 4/11/24

Revised 10/23/24

GREENPORT FIRE DEPARTMENT MARINE FIRE/RESCUE BOAT

PERFORMANCE SPECIFICATIONS

GENERAL DESCRIPTION OF VESSEL

Vessel shall be dual-purpose, providing both firefighting and emergency medical services. Vessel shall be capable of safely navigating the district waterways at high speed, under load, and in variable sea conditions, year-round. Vessel shall be highly maneuverable and capable of operating in tight quarters and shoal draft environments. Vessel shall provide a safe and stable platform for firefighting and rescue operations.

RESPONSE AREA

For design purposes the response area shall include all navigable portions of the Peconic River and the adjacent bays (Peconic Bay & Gardiners Bay), as well as the Long Island Sound. This area includes a variety of terrain and infrastructure, including beaches, jetties and seawalls, as well as the fixed piers, floating docks, and mooring fields of Greenport Harbor and Stirling Basin.

CAPACITY

Vessel shall have the capacity for a total of 8 persons within an enclosed cabin. Accommodations shall be provided for 4 crew members (2 seated plus 2 standing). Helmsman and pump operator shall be provided with seats. Two additional crew members shall be provided with standing space and adequate grab bars directly behind the seats. Up to 4 passengers (non-crew) shall be accommodated on bench seats, oriented fore & aft. Alternately, the bench seats shall serve a minimum of 2 passengers, lying in a supine position. Vessel shall have adequate capacity for gear, equipment, supplies, fuel and water associated with fire-fighting and emergency medical services. Forward deck shall have a clear cargo area measuring 92" wide (min) by 200" long (min). A 20% margin of reserve capacity shall be provided for future equipment and supplies.

DIMENSIONS

Dimensions are preliminary and only intended to describe the approximate magnitude of the vessel. Manufacturer shall determine actual dimensions in accordance with programmatic requirements and manufacturer's recommendations

LENGTH (LOA): TBD - approx. 36 ft max
BEAM: TBD - approx. 12 ft max
DRAFT: TBD - approx. 2 ft max
WEIGHT: TBD- approx. 19,000 lbs max
POWER: TBD - approx. 900 hp (2x450hp)
SPEED: TBD - approx. 35 kts max
FUEL CAP.: TBD - approx. 200-gal min TBD
CARGO CAP.: TBD- approx. 7,500 lbs. min

COMPLIANCE

Vessel shall be designed and constructed in compliance with the regulations of all authorities having jurisdiction (AHJ), and the best practices established for boat building. Compliance requirements include, but are not limited to the following:

AMERICAN BOAT & YACHT COUNCIL

- STANDARDS AND TECHNICAL INFORMATION

FEDERAL REGULATIONS

- 33 CFR
- 46 CFR

NATIONAL FIRE PROTECTION ASSOCIATION

- NFPA 1925-STANDARD ON MARINE FIRE-FIGHTING VESSELS

DESIGN & CONSTRUCTION

Manufacturer shall be solely responsible for the design and construction of the entire vessel. Design criteria shall include, but not be limited to: hull form, super-structure form, performance, stability, safety, structural integrity, equipment integrity, and systems integrity. Construction criteria shall include but not be limited to: quality workmanship and quality materials suitable for rough service in the marine environment. In all matters, there shall be an emphasis on user safety, practical utility, extended service life, and excellent serviceability. Any and all conflicts that arise between this specification, the manufacturer's proprietary methods & best practices, and the governing codes & standards, shall be brought to the immediate attention of the owner (GFD) for resolution. In general, where a conflict arises, manufacturer shall assume that the more stringent regulation governs and the more robust materials & methods apply.

DELIVERABLES

- DESIGN DRAWINGS & SPECIFICATIONS
- PERIODIC INSPECTIONS
- INSPECTION REPORTS
- TRAINING
- SEA TRIALS
- KEYS & CODES
- MANUALS
- MANUFACTURERS' WARRANTIES
- AS-BUILT DRAWINGS

BIDDER REQUIREMENTS

1. Bidder shall be a welded aluminum boat manufacturer. RIB or fiberglass boats will not be considered. Bids shall only be considered from companies that are established in welded aluminum boat construction.
2. Bidder shall have been in business for a minimum of five (5) consecutive years.
3. All welding shall be performed in accordance with American Welding Society D1.2-2003 procedure qualifications. Welding certifications shall be submitted with the proposal.
4. All electrical shall be performed in accordance with American Boat & Yacht Council regulations and installed by ABYC certified marine electricians. ABYC certifications shall be submitted with the proposal.
5. The bidder's proposed craft shall be a mature, proven design. Only current production model aluminum landing craft hull designs will satisfy the requirements of this specification. Newly developed and/or prototype designs will not be considered.
6. The design in terms of the hull form shall be directly traceable to ten or more boats of the same design and similar dimensions, with at least five (5) of these boats having a minimum of two (2) years in commercial or government service.
7. Bidder shall provide a minimum of five (5) references for welded aluminum boats used by government agencies. References shall include contact name, phone number and email address.
8. The bidder shall furnish satisfactory evidence of their ability to construct the boat specified and shall state the location of the factory where the boat is to be built. The bid shall state the location for post-delivery service. Information about such facilities shall be included in the bidder's proposal.
9. All exceptions to specification shall be stated, no matter how seemingly minor. Any exceptions not noted shall be assumed by the purchaser to be included in the proposal, regardless of the cost to the bidder.

PRESCRIPTIVE SPECIFICATIONS

OVERVIEW: The following describes a 36' welded aluminum high speed landing craft. Detailed drawings will be submitted for approval prior to construction. Boat shall exit the factory as a complete vessel, adhering to the following specifications:

GENERAL SPECIFICATIONS:

1. Hull length 36 feet
2. Beam 12 feet
3. Transom Deadrise: 16 degrees
4. Person and Cargo Capacity: 7500 pounds
5. Propulsion: Twin 425 Yamaha XTO Outboard Motors
6. Fuel Capacity: 200 gallons
7. Bow Door Clearance 92 inches
8. Bottom Plating: ¼ inch 5086-H116
9. Side Plating: ¼ inch 5086-H116
10. Deck Plating: 3/16 inch 5052-H32
11. Centerline Vertical Keel (CVK) ¾ inch X 6" 6061-T6

HULL PACKAGE: 36' Modified Vee Hull Landing Craft incorporating a 92" wide bow door. Hull shall include watertight structural bulkheads. 8" welded inspection hatches shall be installed to provide access to all deck compartments below.

Six (6) 10" welded aluminum cleats shall be installed. (3 Per Side)

A ¾" aluminum double padeye shall be welded on centerline of the bow.

¼" rolled plate, 7" radius bow corners shall be installed on the port and starboard sides of the bow door opening.

The transom shall be set up for outboard power and set at 103 degrees off baseline for proper outboard trim.

The motor well shall be self-bailing via two 2.5" pipe drains running out through transom. Drains shall be equipped with rubber flappers to divert water from entering sloop well when operating the boat in reverse.

The stem shall incorporate a full width cross seat/locker forward of the motor well. Lockers will house batteries and fuel filter systems and offer general storage. Locker will have two (2) 3/16" welded aluminum weatherproof hatches with 1-1/2" angle aluminum frame, key lockable 316 series Stainless Steel "T" handle latches, welded 100mm aluminum hinges with grease fitting and Stainless-Steel pins, and 1/8" thick PORON neoprene hatch seal.

316 Series Stainless Steel fastening hardware shall be used throughout the vessel.

WELDING:

The hull and superstructure shall be constructed of marine grade aluminum and MIG welded throughout.

All weld seams in the hull shall be welded 100%, both interior & exterior.

A minimum of 15% helium / 85% argon inert shielding gas mix shall be used for all aluminum welding to ensure proper weld penetration and reduce the occurrence of weld porosity.

Welding shall be performed in accordance with American Welding Society Structural Welding Code for Aluminum.

All surface areas shall be shiny, mill finish, with no grind marks, splatters, or blemishes.

HULL OUTFITTING:

1 ¼" Sch 40 pipe safety railings shall be installed 36" above main deck along port & stbd sides from stern to midship.

Six (6) Open scuppers installed flush with the deck at midship and two (2) large pipe drains in the stern shall create a self-bailing main deck. Drains and scuppers shall be sized and installed in accordance with ABYC deck drainage requirements.

One (1) 1/4" x 4" Beaching wear plate shall be installed on the bow forefoot.

Two (2) 26" wide side doors shall be installed. Doors shall swing inboard and forward in direction, and lock in the closed position.

Four way lifting padeyes shall be installed in hull complete with stainless steel wear inserts.

Three (3) 15" x 24" welded aluminum deck hatches shall be installed on the main deck.

Johnson Duramax DB-503 3" D-rubber fender shall be installed on the gunwale, port and starboard sides. D-rubber shall be permanently attached with a full-length capture rail 100% welded to the hull and mechanically fastened on each end to prevent "shrinkage" in cold temperatures. All breaks in the D-Rubber shall be capped with welded aluminum, interruptions shall be flat plate, terminations shall be angled aluminum tubing to create a smooth transition. (Skip welding techniques shall not be used)

Large 4" D-rubber push knees shall be installed on the port & starboard sides of the bow door. Push knees shall be ¼" plate double wall construction.

Six (6) 411 square tie down pockets with S/811 31655 pin shall be installed on the main deck.

Two (2) 7.5 lb. Divers Dream zinc anodes shall be installed on brackets that are welded to the transom.

BOW DOOR OUTFITTING:

A 92-inch-wide drop-down bow door shall be installed to enable personnel transport.

The hull shall incorporate port and starboard bow lockers framing the door opening.

12V electric-over-hydraulic rams shall be installed to operate the bow door.

The bow door shall be outfitted with two (2) $\frac{3}{4}$ " stainless steel positive locking pin to prevent the bow door from opening while underway.

A replaceable rubber gasket seals the bow door watertight when closed.

The inside face of the bow door shall be double plated for a smooth working surface.

Switches to operate the bow door shall be installed focally and at the main console.

The port and starboard bow door lockers shall be extended aft and incorporate weatherproof lockable hatches to provide additional storage.

FUEL SYSTEM:

A 200-gallon non-integral fuel tank shall be installed complete with fill, vent, 12V sender and fuel level gauge on console. Fuel tank shall be built from $\frac{1}{4}$ " plate, pressure tested to 4 psi and bolted into hull framing using doublers and stainless steel fasteners.

Two (2) fuel filter/water separators shall be installed complete with shut off valves. Filters to be Racor 660 spin-on filters or equivalent.

Fuel system shall comply with U.S. diurnal emission standards.

12V 140 CFM bilge blower installed in fuel tank compartment.

WHEELHOUSE:

A full width x 150" long x 80" tall walk-through wheelhouse shall be installed. House is constructed from .190" plate and framed as per std. house framing using 1.5" square tube.

House is equipped with two Diamond Seaglaze doors, a forward hinged door, and an aft sliding door. Doors shall have windows, locks, and be keyed alike.

House has aluminum framed sliding windows installed forward on port and starboard sides, remaining windows are fixed aluminum framed style.

The wheelhouse roof is outfitted with 1" pipe top railing.

Storage for a Stokes basket shall be integrated into the overhead of the cabin. Storage for a Stokes basket shall be integrated into the overhead of the cabin.

The house deck is non-skid coated.

An aluminum control console with angled face and an overhead radio bar shall be installed in the wheelhouse on the starboard side. The design will allow the operator to easily steer while both sitting & standing.

Access to the console shall be provided by a flush mounted bolt on access panel on the forward side of the console for ease of maintenance and future upgrades.

A co-pilot console with storage shall be installed opposite the main console.

The aft side of the console shall include 3/16" welded aluminum weatherproof hatches with 1 -1/2" angle aluminum frame, key lockable 316 series Stainless Steel "T" handle latches, welded 100mm aluminum hinges with grease fitting and Stainless Steel pins, and 1/8" thick PORON neoprene hatch seal.

Two (2) Cup holders shall be installed at the console.

The wheelhouse interior shall be insulated with 1" marine grade insulation and paneled with 1/8" white paneling with sound deadening liner.

Two (2) 1" pipe overhead grab rails shall be installed inside the wheelhouse, running lengthwise, offset from centerline. (one port, one starboard)

Pipe ladder rungs shall be welded to the side of the wheelhouse to provide access to the roof.

Two (2) customer supplied captain seats shall be installed in the pilot and co-pilot positions.

An "Airwave" adjustable suspension base shall be installed between each captain seat and seat box.

A 4-person convertible settee shall be installed in the wheelhouse, aft of the co-pilot position. Storage to be provided in seat lockers via lift up seat cushions. Table will be mounted on two Garelick adjustable pedestals that allows the table to drop to create a 1-person bunk.

One (1) Seat/storage lockers with 311 seat cushion and backrest with 2" back cushion shall be installed in the wheelhouse, aft of the pilot position. Access to the storage compartment is provided through a lift up seat cushion.

HEAD SYSTEMS:

An all aluminum stand up Head Compartment with lockable door shall be installed. Head compartment installation includes:

One (1) lockable door

One (1) portlight

One (1) toilet paper holder

One (1) 12V LED red/white dome light

Privacy curtains shall be installed on all windows as needed.

The head door shall be a Diamond Sea Glaze swinging aluminum door, be keyed the same as main cabin doors, and open to inside the cabin.

A 12v Jabsco macerating head shall be installed.

Flushing head system will incorporate a post tank 12-volt macerator pump.

A 25-gallon holding tank shall be plumbed and installed below decks with vent and gunnel mounted pump-out.

Flush mounted small oval sink shall be installed in the head compartment complete with faucet, 1" overboard drain and drain plug.

GALLEY EQUIPMENT:

An aluminum galley cabinet shall be installed aft of the pilot position.

An Isotherm Cruise 85 Elegance refrigerator shall be installed. Features a small freezer, AC/DC operation and 3 cubic foot interior.

A 1.6 cubic foot, 1150-Watt GE (or equivalent) microwave shall be installed in the wheelhouse.

WATER SYSTEMS:

25-gallon polyethylene tank suitable for potable water shall be installed below decks and plumbed for freshwater use.

Freshwater plumbing shall be supplied via a 12V, 4.5 GPM Floret pressure pump to maintain constant, uniform water flow at water fixtures.

HEATING AND AIR CONDITIONING:

A Webasto AT40 forced air diesel fired cabin heater rated for 12,000 BTU's shall be installed complete with thermostat and outlets for windshield defrost and cabin heat. Fuel to be supplied from the main diesel fuel tank.

HYDRAULIC EQUIPMENT:

A PTO hydraulic system shall be installed in the vessel and run of the generator.

Pump to be a Vickers V20 hydraulic pump.

A 3-spool monoblock valve shall be mounted to a box on the front of the house, port-side. Quick disconnects shall be plumbed directly to the valve.

A single-spool monoblock valve shall be mounted to a box immediately under the gunnel just forward of the davit for operating the capstan.

DAVIT:

A 4" pipe davit rated at 1,000lbs. working load shall be installed. Davit is 80" high with 42" reach, swivels 360 degrees and is lockable every 90 degrees.

A maximum capacity plaque shall be installed on the davit.

A hydraulic windlass shall be installed on the davit.

TOWING:

A 4" Sch 80 aluminum pipe tow bitt with 1" 316 stainless crucifix pin shall be installed aft on centerline. The towing bitt shall be sized to accept one round tum and three figure eights of the towline.

A line parting knife shall be mounted in the vicinity of the tow bitt.

A tow line guide shall be integrated into the motor guard.

DIVING:

A removable flip out dive ladder shall be installed on the bow door.

STERN GUARDS AND PLATFORMS:

A fixed aluminum guard made from 2" aluminum pipe shall be welded to the transom to protect the outboard motors.

A full width welded aluminum swim step with non-skid shall be installed on the transom.

TRIM TABS:

A Zipwake Series S Dynamic Trim Control System shall be installed. The Zipwake Series S Dynamic Trim Control System provides seamless automatic trim and roll control at all vessel speeds that improves ride comfort and vessel performance.

A control panel installed at the dash provides user input and system data. The system shall be connected to a GPS antenna to provide speed and positioning data for improved functionality.

Interceptor sizing and count shall be determined during design for best coverage based off the vessel's specific transom configuration.

ELECTRICAL SYSTEM:

The vessel's electrical system shall be 12vDC and 120vAC.

All electrical cable shall be marine grade copper tinned boat cable and labeled for each circuit.

Cables should be routed in wireways wherever possible. Wherever exposed to potential damage, cables shall be protected with rubber.

Electrical cable shall be sized in accordance with the American Boat & Yacht Council.

All electrical cables shall be marked in accordance with the markings in electrical drawings.

All electrical switches shall be of a heavy-duty type and properly insulated.

The electrical system shall be grounded. In any case the hull shall not be used as part of a galvanic feeding loop.

GENERATOR:

A Northern Lights 12-kilowatt diesel generator shall be installed under deck complete with ventilation and a flush and guttered deck hatch.

A remote start/stop control panel shall be installed near the console.

Generator to have 2" raw-water cooled exhaust complete with water-lock muffler. Vented loop to be installed as needed in the raw water exhaust cooling line to prevent siphoning.

A 3/4" raw water pickup shall be installed with electric-actuated Banjo ball valve, pickup screen and sea strainer. Top of sea strainer to be located at least 6" above the resting waterline.

One (1) Racor 110A (or equivalent) diesel fuel filter/water separator with metal bowl and shutoff valve shall be installed for the generator fuel supply.

Generator battery bank consisting of a single battery with on/off switch shall be installed.

Battery bank will have a combination switch to allow the generator to be started off the main engine batteries in the event the generator battery is discharged.

Generator to have sound enclosure installed.

A 25 gallon non-integral diesel fuel tank shall be installed complete with fill, vent, 12V sender and fuel level gauge on console. Gauge shall have a placard reading "Diesel" installed. Fuel tank shall be pressure tested to 4 psi and bolted into the hull using brackets and stainless-steel fasteners.

120V AC ACCESSORIES:

A 120V 60hz 30amp shorepower circuit with transfer switch (for use with generator) shall be installed in the vessel with a Blue Seas Systems 360 series 1210 main breaker panel and ProSafe galvanic isolator. A 30-amp shore power cable shall be supplied.

A True Charge II 20-amp battery charger shall be installed.

Four (4) 120V AC 15-amp duplex outlets with dual USB 2.0 charging ports shall be installed. An LED indicates when power is available for USB charging.

12V DC ACCESSORIES:

One (1) 12V 16 position distribution panel shall be installed on the console.

One (1) A pair of 12V self-parking windshield wipers shall be installed on the forward windshields. Each wiper assembly consists of a fully sealed, marine rated wiper motor fitted with a heavy duty pantographic wiper arm and matching blade.

One (1) 12V air trumpet horn shall be installed with a momentary push button on dash.

One (1) 12VDC power receptacle with weather cover shall be installed.

Two (2) Dual USB outlets with weather cover shall be installed in the vessel. Each outlet has one USB-A and one USB-C port.

Three (3) 12V 2200 GPH bilge pumps shall be installed with auto float switch.

High water alarm system shall be installed in the bilge.

LIGHTING:

LED navigation lights shall be installed to USCG requirements.

Three (3) 12V LED red/white dome lights shall be installed in the wheelhouse.

One (1) Ignition protected LED Light with local and remote switch shall be installed under the deck.

Eight (8) Intra Offshore 5-LED flood light shall be installed on the wheelhouse roof.

Two (2) GoLight 20204GT LED search light with 544,000 candle power shall be installed on the wheelhouse roof with a control pad at the console.

One (1) Whelen Justice 50" LED red light bar shall be installed on the wheelhouse roof. Controls for the light bar shall be installed at the console.

Four (4) Red Whelen L31 Super LED 360 beacon/strobe lights shall be installed on the wheelhouse roof.

Eight (8) Lumitec "Andros" White LED Courtesy lights shall be installed along the gunnel on the main deck.

One (1) Pair of Rigid Industries flush-mount LED lights shall be installed at the bow in an aluminum housing for forward-facing lighting.

NAVIGATION ELECTRONICS:

A Garmin GPSMAP 8610xsv - 10" touchscreen chartplotter shall be installed. This includes local area maps, external GPS antenna, GT51M-TM transom mounted transducer (or equivalent) and NMEA 2000 network.

The GT51M-TM transducer supports traditional, SideVu and ClearVusonar.

An additional Garmin GPSMAP 8610 10" touchscreen chartplotter shall be installed for dual screen setup.

A Garmin GMR 18" Fantom solid-state radar dome shall be installed. This radar features a 50-watt, 48 nautical mile range with 5.2 degree beam width and variable rotation speed of up to 60rpm.

Solid-state radar provides advanced doppler-effect motion tracking capabilities, better resolution, and improved overall functionality over earlier generation radar systems.

A Garmin VHF 215 Marine Radio shall be installed complete with Shakespeare antenna and stainless steel adjustable antenna mount.

A FLIR M-Series, model M364, and thermal camera shall be installed.

The M364 has a thermal detection range of 1.7 nautical miles for a 30-foot vessel and 0.5 nautical miles for a human.

The unit has the following features:

- 640 x 512 pixel thermal imaging.
- 4x digital zoom.
- 360 degree continuous pan and +/-90 degree tilt.
- Automatic window defrost.
- Radar integration for target tracking.
- Gyro-stabilized gimbal allows the camera to auto-pan and tilt with ocean movement.

A joystick control pad shall be installed at the dash. Imaging shall be fed to and displayed on the multifunction display.

A customer-supplied radio shall be installed in the vessel. installation includes Munson-supplied Shakespeare antenna and lily mount.

A Whelen 295 SLIOO siren system with 100W speaker horn shall be installed on the vessel. The system controller and microphone shall be installed at the console.

OUTFITTING AND SAFETY EQUIPMENT:

A carbon monoxide detector shall be mounted in the wheelhouse.

One (1) Fireboy MA2 Series automatic engine room flooding fire extinguishing system to be installed with manual pull cable at operator console.

PAINT, GRAPHICS., AND MARKINGS:

Matson Industrial Floor Grip Non-skid deck coating shall be applied to all main deck walking surfaces. (Color- 223 Gray)

Cabin interior components painted Zolatone silver gray.

The wheelhouse exterior shall be painted with Alexseal Yacht Coatings paint. (color TBD)

E-Paint anti-fouling bottom paint system with epoxy barrier coat applied to 4" above waterline. (Black as standard)

Top side of hull to remain bare aluminum finish

Non-reflective vinyl graphics shall be applied. (Specifics to be determined after order has been received)

A U.S. Coast Guard rating placard shall be installed at the dash.

A bow door warning placard shall be installed adjacent to the bow door.

Bow door switch to be mounted on a bow door switch placard.

Secondary bow door switch to be mounted on a bow door switch placard.

Outlet shall be installed with placard indicating the outlet supplies "120VAC/60Hz" power.

PROPULSION:

Twin Yamaha 450 HP XTO Offshore 5.6L V8 outboard engines with Digital Electronic Steering (DES), Digital Electronic Control (DEC) and stainless steel propellers shall be installed. Engine shaft lengths will be selected to match the transom design height.

A two-battery engine start bank shall be installed. Batteries are connected by selector switches, allowing each engine to be started via either battery or with both batteries in parallel.

The main helm station shall be installed with twin-engine Digital Electronic Control (DEC) binnacle, CL5 digital touchscreen display, Electronic Key Switch (EKS) kit and Digital Electronic Steering (DES) fixed helm.

The Electronic Key Switch Kit includes a twin-engine pushbutton start/stop panel, emergency stop panel with lanyard, two key fobs and Yamaha's Y-COP theft deterrent system.

Yamaha's full Helm Master EX Maneuverability System shall be installed. Installation at the main helm includes twin-engine Digital Electronic Control (DEC) binnacle, joystick, autopilot, Digital Electronic Steering (DES) with tilt helm, CL5 digital touchscreen display, and Electronic Key Switch (EKS) kit.

The Electronic Key Switch Kit includes a twin-engine pushbutton start/stop panel, emergency stop panel with lanyard, two key fobs and Yamaha's Y-COP theft deterrent system.

A Sleipner Side-Power SE80/185T 6HP bow thruster shall be installed with joystick control at the main console.

Installation includes a bilge pump, dedicated battery bank, remote battery switch and automatic charging relay circuit to keep the battery bank charged.

A 15" x 24" Freeman hatch shall be installed for thruster compartment access.

MACHINERY COMPARTMENT:

A machinery compartment shall be installed under the aft deck.

The machinery compartment shall be one compartment and shall include a flush and guttered engine hatch on the aft deck.

Engine hatch shall be large enough to remove the fire pump engine, provide a weather tight seal when closed, include Flush mounted stainless steel hinges, and shall be lockable in the open position. Handles shall be inset and flush to the deck.

The machinery compartment shall incorporate two air intake boxes on the aft deck for natural ventilation and combustion air intake. The air intake boxes shall include gutters to prevent water ingestion into the engine room.

Engine stringers shall be 3/8" plate, continuously welded, and shall include gussets under the engine mounts.

FIRE SYSTEM:

Primary fire system pump shall be a Hale RSD Flex-series, single stage, centrifugal, engine-mounted 1500 GPM fire pump. Pump to be outfitted with 12V vane-type primer pump.

The pump shall be driven by a KEM Equipment Kodiak GMC 6.2L marine engine. Engine includes a dedicated 12V battery start bank with remote battery switch (RBS) and automatic charge relay (ACR). Pushbutton start/stop buttons shall be installed.

The engine is controlled via a Pump Boss 200 controller. The controller regulates pump output by either pressure or engine rpm using a rotary dial with a rapid-reset to idle pushbutton. Controller displays engine tachometer, voltmeter, oil pressure, coolant temperature and check engine status.

Fire pump engine to run off the vessel's main fuel system with dedicated fuel filter. Dual-tank vessels will be plumbed to allow selection of fuel supply and return to either tank.

Raw water engine cooling supplied via an 1-1/4" thru-hull, electric-actuated ball valve, and sea strainer.

Engine exhaust shall consist of 4" wet exhaust exiting each exhaust manifold, wyed into a common 6" exhaust with 6" muffler.

The fire system (Pump and Engine) shall be installed in the machinery compartment.

A fireboy automatic engine room flooding fire extinguishing system to be installed with manual pull cable at operator console.

A 6" welded aluminum thru-hull intake shall supply the fire pump. Intake includes removable strainer plate affixed to the underside of the hull and a serviceable sea chest capped with an aluminum 6" Cam Lok cover for clean out access.

A 6" manually-operated 316SS butterfly valve sandwiched between a pair of 150# aluminum ANSI flanges shall be installed between the thru-hull and pump to serve as an isolation valve.

A section of 6" corrugated wet exhaust hose installed between the butterfly valve and pump intake will provide a buffer from engine vibration.

The pump discharge will supply a 4" diameter fire main assembled from schedule 80 seamless aluminum pipe and fittings.

Stainless steel Victaulic couplers to be used at all pipe breaks.

Two 11" Delta-T fans shall be installed in the engine room vent boxes on the aft deck (one port and one starboard). One fan shall be installed for air intake and one fan shall be installed for air exhaust.

A 4" fire main branch shall extend to the port bow and terminates at a fire monitor station with 4" ANSI flange.

A Task Force Tips 'Valve Under Monitor'(V.U.M.) shall be installed at the station. V.U.M. will be outfitted with a 4" ANSI inlet and a 4" ANSI outlet. V.U.M. will feature two (2) 2.5" MNH gated 90-degree elbows with integral quarter-tum valves. Each gated elbow will be equipped with 2.5" FNH x 1.5" MNH reducer and a 1.5" FNH blind cap.

Gated elbows allow for hand tack lines to be used off the V.U.M.

Stainless steel Victaulic couplers to be used at all pipe breaks.

A Task Force Tips Flex monitor equipped with a quad-stacked tip and stream straightener to be installed at the port bow station. Monitor has a 4" ANSI flange inlet and 3.5" NHM outlet. Monitor is rated to 2000 GPM.

A 3" fire main branch shall extend to the starboard bow and terminates with a 3" 150# ANSI flange at a fire monitor station. A 3" 3165S ball valve located in the fire locker below controls water flow to the monitor station.

Stainless steel Victaulic couplers to be used at all pipe breaks.

A 2.5" discharge terminating with a 90-degree elbow and 2.5" NHM adapter shall be located at the starboard bow. A Task Force Tips gated wye with integral quarter tum ball

valves, a 2.5" NHF swivel rocker inlet and two (2) 1.5" NHM outlets will be fit to the outlet.

Two 1.5" and one 2.5" anodized aluminum blind caps to protect threads when not in use will be provided.

A 3" fire branch terminating at a fire monitor station shall be located on the wheelhouse roof forward on centerline. A 4" electric remote-controlled V.U.M. valve shall be installed in the branch to control water flow.

A Task Force Tips Monsoon remote-controlled monitor equipped with a Master Stream RC nozzle to be installed at the monitor station. Monitor has a 4" ANSI flange inlet and 2.5" NHM outlet. Monitor and nozzle rated to 1250 GPM.

Monitor, nozzle, and valve are operated via a TFT joystick and control panel at the fire control console.

Stainless steel Victaulic couplers to be used at all pipe breaks.

A 4" branch LDH connection terminating in a 4" STORZ outlet shall be installed above-deck on the front side of the wheelhouse.

The outlet shall be fit with a Task Force Tips in-line hydrant valve (AN1P1P02) with 4" STORZ connections for positive shutoff control and 4" STORZ blind cap.

The valve meets NFPA slow close requirements.

The LDH discharge will be outfitted with a 4" ANSI x 4.5" MNST end with a 4.5" FNST x 5" STORZ adapter. A 5" STORZ Blind Cap will be provided when not in use.

SEA TRIALS:

Vessel shall undergo testing (Sea Trials) after completion to verify proper function and performance of all systems. Perform speed, maneuvers, backing, beaching and endurance trials.

Seatrial tests shall be recorded and documented by the builder and shall be delivered with the craft.

Vessel shall be weighed by certified scales and documented by builder.

INSPECTIONS:

Two (2) Inspection trips for five (5) Greenport FD members at pre-determined intervals of construction and sea trials shall be provided. (Air fare & lodging inclusive)

DOCUMENTATION & KEYS:

One (1) Operation & Maintenance Manual shall be supplied with the craft. Includes OEM technical literature for all supplied equipment, operator/safety instructions, as-built boat drawings, as-built electrical system drawings.

Vessel to include two (2) complete key sets. (Doors, Hatches, Ignition)

Original Bill of Sale and Manufacturer's Statement of Origin documents shall be delivered with the boat conveying free and clear title(s).