

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



BID PACKAGE AND SPECIFICATIONS

For

**VILLAGE OF GREENPORT
DELIVERY OF DIESEL FUEL - 2026**

MAYOR

HON. KEVIN STUESSI

TRUSTEES

**PATRICK BRENNAN Deputy Mayor
JULIA ROBINS**

**LILY DOUGHERTY-JOHNSON
MARY BESS PHILLIPS**

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

REQUEST FOR PROPOSALS
BOARD OF TRUSTEES OF THE
INCORPORATED VILLAGE OF GREENPORT

PLEASE TAKE NOTICE that the Board of Trustees of the Incorporated Village of Greenport is soliciting sealed bids for: **DELIVERY OF DIESEL FUEL - 2026**

The Village of Greenport will accept sealed bids only at the Office of the Village Clerk, Greenport Village Hall, 236 Third Street, Greenport, New York 11944, during the regular business hours of 8:30 a.m. through 4:30 p.m. on **Thursday, December 4, 2025** until 10:30 a.m. on **Wednesday, December 17, 2025**, at which time all timely received sealed bids will be opened.

Bids received after that date and time will be considered non-compliant and rejected.

VILLAGE OF GREENPORT DELIVERY OF DIESEL FUEL - 2026

GENERAL DESCRIPTION OF WORK: The work to be performed consists principally of the delivery of **Diesel Fuel** to various locations throughout the Village of Greenport for calendar year 2026.

Copies of Bid and Contract Documents may be obtained on or after **Thursday, December 4, 2026** from 8:30 a.m. through 4:30 p.m. at the Office of the Village Clerk, Greenport Village Hall, 236 Third Street, Greenport, New York 11944, and are available on the official Village of Greenport website:
www.villageofgreenport.org.

Bids must be filed in accordance with the specifications of the Village of Greenport and Municipal Law Section 103. Bids should indicate on the outside of the sealed envelope:

“DELIVERY OF DIESEL FUEL - 2026”

Bids must be either hand-delivered to Village Hall as indicated or sent by overnight mail to be received no later than 10:30 a.m. on **Wednesday, December 17, 2025**.

The Village of Greenport reserves the right to reject any/all bids or to waive any irregularity in a bid, and further reserves the right to accept the lowest responding bid that is deemed to be in the best interest of the Village of Greenport.

The work performed under this contract is subject to the prevailing wage requirements of the New York State Labor Law.

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 or 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 requirement. The Village of Greenport encourages bids for public contracts and subcontracts of those contracts by minority and women owned contractors and entities and the Village of Greenport may solicit bids and contracts from such entities with respect to the Contract noticed herein.

NO BID WILL BE ACCEPTED AFTER THE DATE AND/OR TIME SPECIFIED.

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

NOTICE TO BIDDERS

SEALED BIDS ONLY will be received by the Board of Trustees of the Village of Greenport at the Greenport Village Hall, 236 Third Street, Greenport, New York 11944, during the regular Village business hours of 8:30 a.m. until 4:30 p.m. on **Thursday, December 4, 2025** until 10:30 a.m. on **Wednesday, December 17, 2025** at which time all properly received sealed bids will be publicly opened and read aloud. The Contract will be awarded as soon thereafter as practical and as the Mayor and Board of Trustees so determine; for:

VILLAGE OF GREENPORT DELIVERY OF DIESEL FUEL-2026

Bid and Contract Documents, including Plans and Specifications, may be obtained and examined at the office of the Village Clerk at the Greenport Village Hall during regular business hours from Monday through Friday, beginning on **Thursday, December 4, 2025** or by electronic mail. Each interested party appearing and requesting a printed set of Contract Documents will be required to pay a nonrefundable fee of FIFTY DOLLARS (\$50.00) payable to the Village of Greenport.

Each Bid submitted with respect to this Contract must be accompanied by a non-collusion statement pursuant to Section 103 of the General Municipal Law.

No Bid shall be considered by the Board of Trustees of the Village of Greenport that is submitted by any contractor, person or entity that is in arrears to the Village of Greenport, or that is in default as surety or otherwise upon any obligation to the Village of Greenport. No Bid will be considered that is submitted by any contractor, person or entity whose performance of any previous contract with the Village has been unsatisfactory in the opinion of the Board of Trustees, and any contractor, person or entity whose performance has been unsatisfactory shall not be deemed to be a responsible Bidder.

The Village of Greenport reserves the right to reject any and all Bids received, to waive informalities and to increase, decrease, or omit any portions of the Contract Specifications. Subject to the foregoing, the Village of Greenport will award the Contract to the Bidder which in the opinion of the Board of Trustees is the lowest responsible Bidder qualified by past experience to satisfactorily perform the work required by the Contract and furnishing the required security.

The successful Bidder must maintain Workers' Compensation Insurance within the statutory limits, Automobile Liability Insurance, and Property Damage and General Liability Insurance Policy with limits of \$ 1,000,000 each occurrence and \$ 2,000,000 aggregate, for the benefit of the successful Bidder and naming the Village of Greenport as additional insured and provide the Village with copies of the insurance policies with the copies of the Contracts that have been executed by the successful Bidder as required policies.

NO BID WILL BE ACCEPTED AFTER THE DATE AND/OR TIME SPECIFIED.

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

INSTRUCTIONS TO BIDDERS

VILLAGE OF GREENPORT DELIVERY OF DIESEL FUEL - 2026

1. RECEIPT AND OPENING OF BIDS

The Village of Greenport invites bids on the forms herein provided for **“VILLAGE OF GREENPORT DELIVERY OF DIESEL FUEL - 2026”** at the time, date and place indicated in the Invitation to Bid.

2. FORM, PREPARATION AND PRESENTATION OF PROPOSAL

In submitting the bid, the bid sheets furnished are to be filled in but not detached from the Contract Form. In no case is the Contract Form to be filled in or signed by the Bidder. 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.

3. 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.

4. REJECTION OF BIDS

- A) The Village Board 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 Village 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.

5. 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 of 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.

6. TERMS AND CONDITIONS

The successful bidder is warned that the work specified in 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.

7. 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 of 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..

8. 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.

9. 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 Administrator.

10. ADDENDA AND INTERPRETATIONS

Every request for information or interpretations of the Contract Documents or Drawings must be addressed in writing 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. Any such interpretations or supplemental instructions will be in the form of written addenda, and will be mailed to all perspective bidders. The failure of any bidder to receive any such addenda will not relieve the bidders of any obligation under this bid as submitted. Any addenda so issued shall become part of the Contract Documents.

11. 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 within the limitations specified in Tax Law 115 (a) (15) and (16);

(15) Tangible personal property sold to a contractor, subcontractor or repairman for use in erecting structure or building of an organization described in subdivision (a) of section 116, or adding to, altering or improving real property, property or land of such an organization, as the terms real property, property and land are defined in the real property tax law; provided, however, no exemption shall exist under this paragraph unless such tangible personal property is to become an integral component part of such structure, building or real property.

(16) Tangible personal property sold to a contractor or repairman for use in maintaining. Servicing or repairing real property, or land of an organization described in subdivision (a) of section 116, as the terms real property, property or land are defined in the real property tax law; provided, however, no exemption shall exist under this paragraph unless such tangible personal property is to become an integral component part of such structure, building or real property.

Contractors entering into a contract with the Village of Greenport shall be exempt from payment of sales and use tax as described above. 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.

12. METHOD OF AWARD

All bids will be compared based on the lowest bid price(s) submitted for the work to be done in addition to the qualifications of the bidder. Bidder may be requested to submit additional information such as references, financial information or other items deemed relevant by the Board.

13. TIME FOR COMPLETION OR DELIVERY

The bidder, when submitting a bid, must be prepared to commence work not later than ten (10) days after signing the Contract unless the Village shall authorize a delay. The time for completion of all of the work contemplated under this contract shall be as set forth in the Conditions of Contract.

14. PAYMENTS

Supplier shall be paid by the Village within forty-five (45) days after proper and accepted delivery of the required transformers and submission of a claim form by the successful bidder.

15. LABOR LAW

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

16. LIQUIDATED DAMAGES

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

17. WAGE RATES

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. A copy of the current wage rate schedule, if applicable, is attached as **Exhibit C**.

18. INSURANCE REQUIRED BY THE VILLAGE OF GREENPORT

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 (\$ 1 million / \$ 5 million)
- (c) Coverage for all vehicles, (\$ 1 million / \$ 5 million)

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

19. 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.

20. 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 **Delivery of Diesel Fuel** including those items required to be completed in the Bid Specifications and all related Addenda.

21. SCOPE OF WORK:

The contractor shall deliver **Delivery of Diesel Fuel** to the various fuel storage tanks and locations stipulated in **Exhibit A**.

**BID FORM
VILLAGE OF GREENPORT
DELIVERY OF DIESEL FUEL - 2026**

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: _____

**VILLAGE OF GREENPORT
DELIVERY OF DIESEL FUEL - 2026**

BID FORM (CONTINUED)

Name of Bidder: _____

Price Differential per Gallon (Words)	Price Differential Per Gallon (Numerals)
Bid Price for 15,000 gallons (Words)	Price for 15k gals (Numerals)

**VILLAGE OF GREENPORT
DELIVERY OF DIESEL FUEL - 2026**

BID FORM (CONTINUED)

Name of Bidder: _____

Pursuant to, and in compliance with, the advertisement for bids and the instructions to Bidders relating hereto, the undersigned, as a Bidder, proposes and agrees, if this bid is accepted, to furnish F.O.B. Greenport, NY, the above-mentioned product(s) as required by the manner therein prescribed by the Purchaser prior to the opening of bids.

Liquidated damages in the amount of \$250.00 per day maybe assessed for each consecutive calendar day of delay not excusable as provided in the Contract Documents. Contract work must be started within one (1) month and completed within four (4) months of issuance of the Notice of Commencement.

Signature: _____

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_____.

Secretary

DISCLOSURE 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 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, or a listing of all partners in the partnership who own a ten percent (10%) or greater interest in the partnership, 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_____.

Secretary

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_____.

Secretary

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_____.

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.

AFFIDAVITS

VILLAGE OF GREENPORT

STATE OF NEW YORK)
COUNTY OF)ss:

_____, being duly sworn, deposes and says: I am the person described in and who executed the foregoing bid and 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)

FORM OF AFFIDAVIT WHERE BIDDER IS A FIRM/LIMITED LIABILITY COMPANY

STATE OF NEW YORK)
COUNTY OF) ss:

_____, being duly sworn, deposes and says: I am a member of _____, the firm/limited liability company described in and which executed the foregoing bid. I subscribed the name of the form thereto on behalf of said firm, and 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)

STATE OF NEW YORK)
)ss:
COUNTY OF)

(Signature of person who signed bid)

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CERTIFICATE OF EXPERIENCE

VILLAGE OF GREENPORT

Bidder certifies that they are in possession of all necessary licenses, permits, insurances and all other items required by applicable laws and regulations and that they have the necessary equipment, trained personnel and experience in the delivery of liquid fuels to municipal facilities and have performed same at no less than five (5) municipal locations within the past five (5) years, and that each contract has been performed successfully without incident.

Owner	Facility Size (GPD)	Contract Amount	Type of Facility	Name, Tel. No. of Engineer or Municipal Contract

Name of Bidder

By _____
(Signature)

BID SPECIFICATIONS
VILLAGE OF GREENPORT DELIVERY OF DIESEL FUEL - 2026

1. Scope of Work:

The contractor shall deliver **diesel fuel** to the various fuel storage tanks and locations stipulated in **Exhibit A**.

2. Determination of Prices and Costs:

Recognizing the fact that distributors cannot guarantee a fixed price for an extended length of time, the bid price for **diesel fuel** shall be on a cost-plus-fixed-fee basis. The bid margin price, per gallon, shall be firm for the entire term of this contract.

The prices quoted should include all delivery charges. Federal, State or local taxes shall not be included as municipalities in the State of New York are exempt from said taxes. The actual bid prices for **diesel fuel** shall be the bidder's price, in dollars, cents and fractions of cents for which the contractor distributor will deliver fuel to the designated locations over cost or "rack price". Copies of the prices paid to supplier by distributor as contained on fill tickets shall be submitted with each payment requisition. Price increase will be recognized only when accompanied by a copy of each payment requisition. Price increases will be recognized only when accompanied by a copy of the letter received from the supplier / distributor stating effective date and amount of increase.

3. Time of Performance:

The contractor shall cause trucks and operators to arrive at the designated locations within twenty-four (24) hours of telephone notice by the Village Administrator or Village Mayor. All deliveries shall be made between the hours of 7:30 am and 3:00 pm.

4. Liquidated Damages:

Contractor shall pay, and same may be withheld by the Village, \$100 for each 24 hours beyond the time specified above by the Village for performance.

5. Term of Contract:

The price bid shall remain in effect for twelve (12) months from the date of award. Contract term may be extended a maximum of two (2) times at one (1) year per each interval, at the Village's option. The Village reserves the right to cancel service under this Contract upon 30 days written notice to bidder.

6. Payment Requisition:

Payment shall be made by the Village for the volume of gallons actually delivered. Requests for payment shall be made no more than once per month. Invoices/claim vouchers and fill tickets, along with

any other supporting documentation, must be submitted for payment within 45 days from the date of service.

7. No minimum / No Guarantee:

No representation is made by the Village that a minimum quantity of fuel will be purchased. The quantities of fuel ordered shall be in the sole judgment of the Village. **Exhibit A** contains the estimated annual quantities purchased. This information is provided for informational purposes only and is no guarantee as to the extent of future purchases.

8. Procurement from Licensed Facility Only:

Bidder shall obtain fuel from legitimate central distribution facilities, compliant with all applicable regulations and in possession of all requisite licenses. The Village reserves the right to reject any and all deliveries from suspect sources.

9. Applicable Regulations:

Bidder shall secure and maintain all permits and licenses necessary to procure, transport and deliver combustible fuels as required by applicable laws, codes and regulations at its sole cost and expense.

10. Scheduling / Site Access:

Bidder shall secure and maintain all permits and licenses necessary to procure, transport and deliver combustible fuels as required by applicable laws, codes and regulations at its sole cost and expense.

GENERAL CONDITIONS

1. TERM OF CONTRACT AND PRICE ADJUSTMENTS

Bids must be submitted for a contract term that will commence on the execution of the Contract by the Village and end on the termination of the Contract as defined therein.

2. COMMENCEMENT DATE

The work contemplated by these documents must commence on the later of January 1, 2025 or on the delivery of a signed copy of the Contract to the Contractor by the Village. Any delay in the commencement of the work must be approved in writing by the Village.

3. FEDERAL, STATE AND VILLAGE REGULATIONS

All operations conducted by the Bidder in performance of the work under the Contract must meet all Federal, State, County and Village of Greenport Safety, Environmental, Emission and Road Restriction requirements in effect on the date of commencement and throughout the life of the Contract. The Bidder covenants and agrees at all times during the effective term of the Contract to observe all applicable Federal, State, County and Village laws, ordinances and regulations.

4. 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.

5. 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

\$1,000,000
per accident
single limit
\$2,000,000 total annual

Insurance Policy 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."

Proof of Insurance (Insurance Certificate) must accompany bid.

6. NO DISCRIMINATION

Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, age, creed, color, disability, sex or national origin (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) intimidate any employee hired for the performance or work under this Contract.

7. NEW YORK STATE LABOR LAW COMPLIANCE

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. If this is a public work, Contractor understands and agrees that the filing of payrolls in a manner consistent with subdivision 3-a of section 220 of the Labor Law shall be a condition precedent to payment by the Village of any Village approved sums due and owing for work done by the Contractor. Except as otherwise indicated in the Contract, 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.

8. CERTIFICATES

The Bidder must complete all Certificates throughout the Bid Documents as a part of the Bid.

9. RIGHT OF VILLAGE TO TERMINATE CONTRACT

The Village may terminate the Contract if the work to be done is abandoned by the Bidder 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 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; then, in the event any of the foregoing occurs, the Village may serve written notice upon the Bidder and his Surety of the Village's intention to terminate the Contract.

Unless within thirty (30) days after the serving of such notice a satisfactory arrangement is made for continuance, the Bidder shall be deemed in default and the Contract shall be automatically terminated, 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.

In the event 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. In the event of termination, irrespective of the reason, the Village retains the right but not the obligation to purchase the Bidder's equipment at fair market value.

10. PAYMENTS

Proposer shall be paid by the Village within forty-five (45) days after complete and proper submittal of required invoices consistent with the terms and conditions of the Contract. Proposer must submit certified payrolls confirming compliance with the New York State Labor Law prevailing wage requirements.

11. BREACH OF CONTRACT

The Contractor will be in breach of the Contract;

- A. If the contractor fails to perform or fails to perform in satisfactory manner as required in this Contract, or fails to perform within applicable Federal, State, County, Town and Village laws, regulations and ordinances, the Village shall have 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 the Performance Bond or defaulting to 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.

12. TERMINATION

- A. Termination for Cause; Failure by the Contractor to perform any of the obligations Under this Contract in good faith or breach of this Contractor shall be considered "cause" for termination of this Contract. The above shall not be considered exclusive reasons to terminate for such clause.
- B. Termination for failure to comply with GML Section 103-a; Pursuant to the provisions of Section 103-a of the General Municipal Law it is hereby provided that upon the refusal of a person when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.
 1. Such person and any firm, partnership, or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency, or official thereof, for goods, work or services, for a period of five years after such refusals, and;
 2. Any and all contractors made with any municipal corporations or any public department, agency or official thereof since July 1, 1959 by such person, and by any firm partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.
- C. Notice, Cure; in the event of a breach or default by the Contractor and an election by the Village to terminate this Contract, the Village shall send a Ten Day Notice to Cure and Intent to Terminate in accordance with the notice provisions of the Contract. The Notice shall specify the breach, and the cure, if any, that is required to be made. In the event that the Contractor fails to substantially cure as designated or there is no cure that can be made, the Village shall then on the expiration of ten days from the date of the Ten Days Notice send to the Contractor a Notice of Termination in accordance with the notice provisions of the Contract. The Contract shall be terminated upon sending by the Village of the Notice of Termination.
- D. Uncontrollable Circumstances; Neither the Contractor nor the Village shall be liable for the failure to fulfill their responsibilities as provided for in this Contract nor for any resultant damages or financial losses if such failure is caused by a catastrophe, riot, war or governmental disorder.

13. BINDING EFFECT

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

14. CONTRACT AMENDMENTS AND MODIFICATION

No modification or amendment of the terms hereof shall be effective or binding upon the Village unless written and signed by the authorized representatives of the Village and the Contractor. A signed original is to be fastened to the original Contract with signed copies retained by both parties.

15. 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.

16. RELATIONSHIP AS 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.

17. GOVERNING LAW AND JURISDICTION

The construction and interpretation of the terms and the conditions of this Contract shall be in accordance with the laws of the State of New York. The parties agree that any action, suit or proceeding arising out of this Contract or any transaction contemplated hereby shall be heard only in the State Courts of the State of New York located in Suffolk County.

18. NO THIRD PARTY BENEFITS

The provisions of this Contract are for the benefit of the parties only and shall not establish, of themselves, any rights or any liabilities to third parties.

19. 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.

20. NON-ASSIGNMENT CLAUSE

In accordance with Section 138 of the State Finance Law, 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 State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business

with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

21. NON-COLLUSIVE BIDDING CERTIFICATION

In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

22. INTERNATIONAL BOYCOTT PROHIBITION

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the 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 State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

23. SET-OFF RIGHTS

The Village shall have all of its common law, equitable and statutory 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 to the Village with regard to this contract, any other contract with the Village, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the Village for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The Village shall exercise its set-off rights in accordance with normal practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the Village or its representatives.

24. RECORDS

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The Village Treasurer and 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 the Records 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 Village, for the term specified above for the purposes of inspection, auditing and copying. 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 an appropriate State official, 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.

25. 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 no 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.

26. RECIPROCITY AND SANCTIONS PROVISIONS

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

27. 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 899-bb and State Technology Law § 208).

28. IRAN DIVESTMENT ACT

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 also 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 approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency 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 within 90 days after the determination of such violation, then the state agency 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.

29. REQUIRED PROVISIONS

Each and 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.

30. 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.

31. ENTIRE AGREEMENT

The Contract and all documents incorporated herein contain the entire agreement and understanding between the parties as to the subject matter hereof. This Contract may not be changed, modified, or supplemented in any way except by an instrument in writing executed by both parties.

CONTRACT

This contract made this ____ day of _____, 2024 by and between the Village of Greenport, with an office address of 236 Third Street, Greenport, New York 11944, (the "Village"), and _____ with an office address of _____ ("contractor") as follows:

WITNESSETH:

That for and in consideration of the promises and agreements herein, and the payments herein promised to be made, the parties hereto agree as follows:

FIRST: The Contractor shall perform and provide in a workmanlike manner all of the labor, and furnish and provide all of the materials, equipment, tools, and implements and will otherwise faithfully perform and complete the entire Contract Work as provided hereunder in connection with the

VILLAGE OF GREENPORT DELIVERY OF DIESEL FUEL - 2026

as described in the Contract Documents made and prepared by the Village of Greenport, as set forth in the **Contractor's Bid dated** _____, 20____ and in strict conformity with the Bidding Documents and Contract Documents and more specifically the Notice to Bidders, the Instructions to Bidders, the Bid, the General Conditions and this Contract, exhibits A and B to the Contract,, annexed and made a part hereof, which hereinafter will be collectively referred to as the "Contract Documents".

SECOND: In consideration of the Contractor performing this Contract in the manner herein stated and as provided in the Contract Documents, the Village of Greenport agrees to pay to the Contractor the sums of money mentioned in said Contract Documents in the manner and under the conditions therein provided.

THIRD: The price bid shall remain in effect for twelve (12) months from the date of award. Contract term may be extended a maximum of two (2) times at one (1) year per each interval, at the Village's option. The Village reserves the right to cancel service under this Contract upon 30 days written notice to bidder.

FOURTH: The Contractor agrees that the provisions of the Contract or Contract Documents to the contrary notwithstanding, and regardless of any contingency or condition, unforeseen or otherwise, in the present or in the future, the Contractor shall not be entitled to receive any money or other consideration from the Village or any other party to this Agreement or involved in this project other than the amounts stated in the Contract Documents. The failure of the Village of Greenport to insist upon the strict performance of any of the terms, covenants, agreements, or conditions of the Contract Documents, or of any one or more of those terms or conditions or the temporary or other failure of the Village to object to the Contractor's failure to perform its obligations under this Contract and the Contract Documents, shall not be deemed to be and will not be a waiver by the Village of Greenport of any of the terms, covenants, agreements, provisions and conditions of this Contract, or the Contract Documents and the Contract and Contract Documents shall be and shall remain in full force and effect with full power and authority on the part of the Village of Greenport to enforce the provisions of the Contract and Contract Documents or cause those provisions to be enforced at any time, without prejudice to any other rights which the Village of Greenport may have against the Contractor under this Contract and the Contract Documents.

FIFTH: The Terms that are stated or used in the Contract Documents and this Contract which are defined in the General Conditions of the Contract Documents shall have the meanings that are indicated in the General Conditions of the Contract Documents.

SIXTH: Neither the Village of Greenport nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interests under the Contract or any of the

Contract Documents; and, specifically, the Contractor shall not assign any monies due or to become due without the prior written approval and consent of the Village of Greenport

SEVENTH: The Village of Greenport and the Contractor each binds itself, its partners, successors, assigns and legal representatives of the other party hereto in respect to all covenants, agreements and obligations contained in the Contract and the Contract Documents (the term Contract Documents by definition and agreement of the parties includes but is not limited to this Contract).

EIGHTH: The Contract together with the Contract Documents constitute the entire agreement between the Village of Greenport and the Contractor and the Contract and the Contract Documents and any part thereof may only be altered, amended or repealed by a duly executed written instrument signed by both parties.

NINTH: All manufacturer warranties must be in place and in favor of the Village as owner and must be provided by the Bidder to on the completion of the Contract Work. Bidder must provide a ten year labor warranty in writing upon completion of the Contract Work.

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

Village of Greenport

By: _____

(VILLAGE SEAL)

Contractor

By: _____
Name/Title

(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)

ACKNOWLEDGEMENTS

- (1) Where a bidder is a firm, the bid must be signed in the name of the firm by a member of the firm who must sign his own name immediately there under as _____ (Partner).
- (2) Where a bidder is a corporation, the bid must be signed in the name of the corporation by a duly authorized officer or agent thereof having knowledge of the matters stated in the bid and such officer or agent shall also subscribe his own name, the office he holds, and the seal of the corporation must be affixed.
- (3) The bid must be sworn to by the person signing it, using one of the appropriate forms of acknowledgment which follow.
- (4) The bidders shall date the Form of Affidavit and fill in all blank spaces.
- (5) In case of any discrepancy in the bidder's extensions or total, the Village of Greenport's computation of extensions and totals will govern.

EXHIBIT A

**VILLAGE OF GREENPORT
DELIVERY OF DIESEL FUEL - 2026**

SCHEDULE OF TANK CAPACITIES AND LOCATIONS

VILLAGE OF GREENPORT DELIVERY OF DIESEL FUEL				
Loc. ID #	Facility	Address	Estimated Usage (Gallons per Year)	Storage Capacity (Gallons)
1	Power Plant (Vehicles)	400 Moores Lane	4,000	2,000
2	Power Plant (Engine- Generators)	400 Moores Lane	3,000	8,000
3	WWTP (Generator Set)	1885 Moores Lane	340	300
4	Central P.S. (Generator Set)	3 rd and North Streets	154	300
5	ELIH P.S. (Generator Set)	200 Manor Place	42	125
6	San Simeon Nursing Home (Generator Set)	Route 48	20	125

The **diesel** fuel delivered to and used in the vehicles and sewer Gensets, shall be the same as that used in the power plant engines.

Diesel Fuel shall meet the Federal Clean Air Act Standard and New York State Department of Environmental Conservation Requirements which requires low-sulfur **diesel** fuel to be used.

EXHIBIT

WAGE RATES

VILLAGE OF GREENPORT DELIVERY OF DIESEL FUEL - 2026

**(SEE NEW YORK STATE DEPARTMENT OF LABOR WAGE RATE SCHEDULES FOR
SUFFOLK COUNTY, NY)**

**THIS IS NOT A PUBLIC WORKS PROJECT REQUIRING PAYMENT OF PREVAILING
WAGES**



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Village of Greenport
Candace Hall
236 Third Street
Greenport NY 11944

Schedule Year 2025 through 2026
Date Requested 11/21/2025
PRC# 2025901278

Location various village locations
Project ID#
Occupation Type(s) Fuel Delivery

PREVAILING WAGE SCHEDULE FOR ARTICLE 9 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The Schedule is effective from July 2025 through June 2026. All updates or corrections, are posted on the 1st business day of each month. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website, www.labor.ny.gov. Future copies of the annual determination are also available on the Department's website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Village of Greenport
Candace Hall
236 Third Street
Greenport NY 11944

Schedule Year 2025 through 2026
Date Requested 11/21/2025
PRC# 2025901278

Location various village locations
Project ID#
Occupation Type(s) Fuel Delivery

Notice of Contract Award

New York State Labor Law, Article 9, Section 231.5 requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16.9, which may be photocopied), MUST be completed for EACH prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this building service contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Occupation(s): _____	
Approximate Starting Date: _____ / _____ / _____	_____	
Approximate Completion Date: _____ / _____ / _____	_____	

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

Introduction to the Prevailing Rate Schedule

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the classification(s) in which the worker was employed. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500).

Requesting a Wage Schedule

For every building service contract, the public agency must file a statement identifying the types of employees and work to be performed by submitting a Request for Wage and Supplement Information form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year.

The Public Agency must include the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rates. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times the prevailing basic cash hourly rate.

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule.

A supplemental benefit of 'paid time off' shall be provided as paid leave, or converted to an hourly value paid to the employee. If 'paid time off' is converted to an hourly monetary value, such an amount is to be paid in addition to any other hourly supplements required by this schedule.

The hourly value for 'paid time off' would be calculated as follows: hourly wage rate X 8 hours per day X total number of paid days off divided by 2080 hours. For example: \$16.00 per hour wage rate X 8 hours per day = \$128.00; \$128.00 X 5 paid days off = \$640.00; \$640.00 divided by 2080 hours = \$0.31 per hour. The \$0.31 per hour amount would be in addition to any other required supplemental monetary amount paid.

All 'paid time off' provided to part-time employees, shall be prorated (divided, distributed, or assessed proportionately) based on fulltime equivalent hours.

The amount of 'paid time off' for part-time employees, would be calculated as follows: number of part-time weekly hours divided by 40 fulltime weekly hours = percentage of 'paid time off' for part-time employee. For example: a fulltime employee works 40 hours per week and a part-time employee works 30 hours per week (30 hours divided by 40 hours = .75); If a fulltime employee is provided 5 paid vacation days (5 X .75 = 3.75), a part-time employee would be provided 3.75 paid vacation days.

Paid Prenatal Leave

Every employer shall be required to provide to its employees twenty hours of paid prenatal personal leave during any fifty-two week calendar period. Paid prenatal personal leave shall mean leave taken for the health care services received by an employee during their pregnancy or related to such pregnancy, including physical examinations, medical procedures, monitoring and testing, and discussions with a healthcare provider related to the pregnancy. Paid prenatal personal leave may be taken in hourly increments. Benefits for paid prenatal personal leave shall be paid in hourly installments. Employees shall receive compensation at the employee's regular rate of pay, or the applicable minimum wage established by the labor law, whichever is greater, for the use of Paid Prenatal leave.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

NOTE: For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".

If you have any questions concerning the attached schedule or would like additional information, please write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Suffolk County Article 9

Fuel Delivery

11/01/2025

JOB DESCRIPTION Fuel Delivery

DISTRICT 10

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per hour: 07/01/2025

\$ 33.83

IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS

Per hour: \$ 2.46

OVERTIME PAY

See (B, B3) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (B3) Time and one half of the hourly rate after 40 straight hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays

- (S) Two and one half times the hourly rate for Holidays
- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day
- (28) Easter Sunday

(29) Juneteenth

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12226

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone

Fax

E-Mail:

2. NY State Units (see Item 5).

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University
Construction Fund

☐ 05 Mental Hygiene
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State
(Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone

Fax

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____
Description of Work _____
Contract Identification Number _____
Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____
Route No/Street Address _____
Village or City _____
Town _____
County _____

7. Nature of Project - Check One:

- ☐ 1. New Building
☐ 2. Addition to Existing Structure
☐ 3. Heavy and Highway Construction (New and Repair)
☐ 4. New Sewer or Waterline
☐ 5. Other New Construction (Explain)
☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
☐ 7. Demolition
☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy
Highway/Sewer/Water)
☐ Tunnel
☐ Residential
☐ Landscape Maintenance
☐ Elevator maintenance
☐ Exterminators, Fumigators
☐ Fire Safety Director, NYC Only
- ☐ Fuel Delivery
☐ Guards, Watchmen
☐ Janitors, Porters, Cleaners,
Elevator Operators
☐ Moving furniture and
equipment
☐ Trash and refuse removal
☐ Window cleaners
☐ Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://apps.labor.ny.gov/EDList/searchPage.do>

For inquiries please call 518-457-5589.

Article 9

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		ADESUWA UWUIGBE		320 THROOP AVENUE APT #3BROOKLYN NY 11206	02/16/2024	02/16/2029
DOL	DOL		CHARLES AIBANGBEE		320 THROOP AVE APT #3BROOKLYN NY 11206	02/16/2024	02/16/2029
DOL	NYC	*****5732	COMMERCIAL BUILDING MAINTENANCE CORPORATION		65 BILTMORE DR MASTIC BEACH NY 11951	03/14/2022	03/14/2027
DOL	DOL		CRAIG WICKE		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	NYC		DAVID PARSONS		200 OAK DR SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL	*****8011	ECO CLEANING CONTRACTORS INC		320 THROOP AVENUE APT# 3BROOKLYN NY 11206	02/16/2024	02/16/2029
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	05/17/2021	05/17/2026
DOL	DOL	*****9060	PEC GROUP OF N.Y., INC.		935 S LAKE BLVD SUITE 7MAHOPAC NY 10541	05/17/2021	05/17/2026
DOL	DOL	*****9060	PEC GROUP OF N.Y., INC.		935 S LAKE BLVD SUITE 7MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		RUSSELL NEEDHAM		532 NEPTUNE AVENUE BROOKLYN NY 11224	01/12/2022	01/12/2027
DOL	DOL	*****7007	SHOREFRONT MENTAL HEALTH BOARD	BROOKLYN BRIGHT	532 NEPTUNE AVENUE BROOKLYN NY 11224	01/12/2022	01/12/2027