

BID SPECIFICATIONS

	Yes	No	Deviation
20' Chain Link Backstop System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> • Provide & install • Posts and hardware • All posts in concrete • All components will have galvanized finish 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) Dugouts – Chain Link	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> • Provide & install on existing concrete pad • 8' deep x 30' long • 4' x 10' gate on each dugout, within the footage • 10' fencing on the front • 8' high fencing on the back • Sides tapering from 10' to 8' • Posts and hardware • All posts in concrete • All components will have galvanized finish 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Left Field Fencing – Chain Link	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> • Provide & install • 100' lineal ft. – 8' high fencing • Ending at the scoreboard 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Remaining Perimeter Fencing – Chain Link	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> • Provide & install • 491 +/- lineal ft 4' high fencing • Posts and hardware • Toprail and bottom tension wire • (1) double drive gate • (2) 4' walk through gates • Standard gate hardware • All posts in concrete • All components will have galvanized finish 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Delivery of componenets	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please explain all deviations below:

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Please explain all deviations below:



AFSCO FENCE SUPPLY CO., INC.

34 BIG BOOM ROAD
QUEENSBURY, NY 12804
(518) 792-7076 Fax: (518) 798-5836

October 15, 2024

We propose, subject to acceptance, to sell and/or install the materials enumerated below:
Title to materials remains with AFSCO Fence until paid in full.

Name: **Town of Moreau Recreation Dept.**
351 Reynolds Rd.
Fort Edward, NY 12828
ATTN: Jeremy Brogan 518-538-0136

Harry J. Betar Jr. Recreational Park at Moreau Rec.
Ship To:

This contract is subject to terms, covenants, and conditions on part II of Proposal
PROPOSAL (Part I of II)

20'H Chain Link Fence Backstop System-

AFSCO to furnish and install **110'** lineal ft. of **10'** high, **2" x 9-gauge** galvanized fabric and **40'** lineal ft. of **10'** high, **2"x6 gauge** galvanized fabric, as well as **(6) 4'x10'** canopy panels built with **2"x9 gauge** galvanized fabric. Posts will consist of **4"** terminal posts and **3"** Line posts, and will have continuous **1 5/8"** top, bottom and mid rail. All posts installed in concrete foundations. All fence components to have matching **galvanized** finishes.

Total Installed: \$21,686.00 plus tax or exempt cert.

Chain Link Fence - Dugouts

Furnish and install (2) ea. **8'** deep x **30'** long dugouts as per request. On face of dugouts, AFSCO to install **10'** high fence with sides tapering from **10'H** down to **8'H**, and backside of dugout to be **8'** high. This includes **2" x 9 gauge** fabric, **3" OD** terminal posts, **2 1/2"** lines and **1 5/8"** top rail, mid brace and bottom tension wire. All posts installed in concrete foundations. Included in footage is (2) ea. **4'x10'** walk gates installed using standard gate hardware.

Total Installed: \$15,989.00 plus tax or exempt cert.

Chain Link Fence Perimeter Fence System-

AFSCO to remove and replace +/- **591'** lineal ft. of **4'** high chain link fencing as per request. Fencing to be comprised of **2" x 9-gauge** galvanized fabric. Posts will consist of **2 1/2"** terminal posts and **2"** lines and will have continuous **1 5/8"** top rail and bottom tension wire. Included in footage is (1) ea. **10'** double drive gate and (2) ea. **4'** walk gates. Gates installed with standard gate hardware. All posts installed in concrete foundations. All fence components to have matching galvanized finishes.

Total Installed: \$21,858.00 plus tax or exempt cert.

ALT:
AFSCO to install **100'** lineal Ft. of **8'H** galvanized fencing in left field, terminating at the scoreboard, and then continuing with **4'** to match the rest of the perimeter fence. Posts will consist of **3"** terminal posts and **2 1/2"** line posts.

Total Installed: \$22,861.00 plus tax or exempt cert.

GRAND TOTAL INSTALLED: \$59,533.00 plus tax or exempt Cert.

ALT:
GRAND TOTAL INSTALLED with 100' of 8'H fencing in left field- \$60,536.00 plus tax or exempt cert.

Notes Proposals good for up to 10 days from the date of the quoted price. Prevailing wages included.

Exclusions: Grounding of fence. Clearing, grading, core-drilling, permits or variances of any kind, survey or stakeout of property lines, and the location of all private underground utilities. Prevailing wages.

PROPOSED BY: _____
Charlie Ford; Project Manager

DATE: _____

ACCEPTED BY: _____

DATE: _____

TERMS, COVENANTS AND CONDITIONS (Proposal part II of II)

TERMS:

As specified on the reverse side hereof, and/or 10 days net from date of invoice. Interest at the rate of 2% per month will be charged on all past due accounts except where the maximum is permissible by law is lower, then at such amount. All payments received prior to completion will be deposited within 10 business days into AFSCO Fence Supply Company's account at First Niagara Bank.

EXTRAS

In consideration of the price herein quoted, the owner agrees that the fence lines will be properly marked by him, by stakes or otherwise. The price herein named does not contemplate the encountering of rock or swampy conditions, or boulders larger than the hole to be dug. If these conditions are encountered, and if it is necessary to drill for the setting of the posts, or to furnish extra large or deep foundations for the post, or to perform any extra labor such as clearing the lines, ect., an extra charge will be made to cover the additional expense involved.

Delays

Contracts, which include installation, are taken on the condition that the entire work is installed without interruption. If it is necessary to make more than one trip to complete the installation due to changes or delays on the part of the owner, an extra charge will be made to cover the additional expenses involved. In the event of any undue delay caused by any party other than AFSCO Fence Supply Co., Inc., then AFSCO shall have the right to pass along any increase in cost resulting therefrom.

Measurements

Complete and accurate measurements of the fence line lines and gate openings, together with a diagram, are to be furnished by the owner unless other arrangements are made at the time of signing of this contract.

Changes

No changes in measurements, location of lines, or conditions will be allowed except at prices mutually agreed upon in writing, at the time those changes are made.

General

All agreements are contingent upon the absence of strikes, lockouts, riots, fires, accidents, illness, acts of God, floods, war, insurrection, embargo restrictions, carrier delays, weather delays, or failure to receive raw materials deliveries, or by other causes, whether of the like or different nature beyond our control.

The owner warrants that the work to be done by AFSCO Fence will be done on lands of the owner or on lands that the owner has legal right to contract with AFSCO Fence for such work to be performed. The owner further agrees to defend, hold harmless and indemnify AFSCO Fence for any and all claims or damages of whatever kind arising from the location of the work to be performed.

The owner further agrees, warrants and guarantees that the owner shall obtain any and all permits, licenses or other necessary approvals from any and all government bodies or agencies.

Owner agrees to indemnify & hold harmless AFSCO Fence Supply Co., Inc. against any & all claims relating to damage of private utilities (electrical lines, gas lines, plumbing lines, sprinkler lines, drainage lines, etc...). If a private utility line is encountered during fence installation, AFSCO Fence will immediately notify owner. Repairs to damaged private utility lines are the responsibility of owner.

All materials, supplies and products, including work completed and installed, remain the property of AFSCO Fence until full payment of this contract is made to AFSCO Fence. Acceptance of notes is not deemed to be payments of any part of the contract until such actual payments are made. Prices quoted herein are subject to change without notice until such time as both parties accept the proposal.

AFSCO Fence guarantees that if a defect arises in fence construction, due to faulty workmanship, within two years of its installation, AFSCO Fence will, upon notice from the owner, correct this defect at no cost to the owner. This guarantee is in lieu of all other guarantees or warranties, whether expressed or implied, of whatever kind. The owner agrees to pay an interest charge of 2% per month on any balance more than 30 days past due, and further agrees to pay reasonable attorney fees, limited to 33 1/3% of the balance due, in the event AFSCO Fence employees an attorney to collect any overdue balance.

This agreement may not be modified, except in writing, and any mutually agreed modifications shall become a part of the contract and subject to all of the terms and conditions.

This agreement shall be constructed under the laws of the State of New York, and the owner and AFSCO Fence Supply Co., Inc., agree that any legal action which shall arise from the work performed under this contract shall be brought in a court of competent jurisdiction in the State of New York regardless of the work or the domicile or residence of the Owner.

BUYER'S RIGHT to CANCEL

You may cancel this transaction, without any penalty or obligation, within three business days from the contract date. If you cancel, you must make available to the seller, at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale. If you do not make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, you will remain liable for performance of all obligations under this contract. To cancel this transaction, mail or deliver a signed, written notice or telegram of cancellation to AFSCO Fence Supply Co., Inc., at the address on this contract.

BID PACKET DOCUMENTS
FOR
HARRY J BETAR RECREATION PARK
BASEBALL FIELD #3 FENCING

TOWN OF MOREAU, NEW YORK

OCTOBER 2024

Jesse A. Fish, Jr., Supervisor
Town of Moreau
351 Reynolds Road
Moreau, NY 12828

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ADVERTISEMENT FOR BIDS

Sealed bids for the price of fencing at Baseball Field #3 at the Harry J. Betar Recreational Park will be received by the TOWN OF MOREAU AT THE MOREAU TOWN HALL until 9:00a.m., local time, on Tuesday, October 15, 2024. Subsequently, at 9:00a.m., at said office, all sealed bids will be publicly opened and read aloud.

Bid Packet and Specifications may be requested by telephone to the Town of Moreau at 518-792-1030, e-mail at townclerk@townofmoreau.org or facsimile at 518-792-4615. Should the Town be requested to mail information, there will be a non-refundable charge of \$10.00 for postage and handling.

Proposals must be made upon, and in accordance with, the form of the proposal included with the bid documents prepared for this solicitation. The formal proposal contains a Notice to Bidders, Instructions to Bidders, an Affidavit of Non-Collusion, Certification of Compliance with the Iran Divestment Act, a Bid Proposal, and Bid Specifications. All statements and requirements of this advertisement, Bid Proposal, Instruction to Bidders, Certification of Compliance with the Iran Divestment Act, and the Affidavit of Non-Collusion shall be deemed a part of the Contract to purchase entered into by the Town, with the successful Bidder.

The Moreau Town Board reserves the right to waive any informalities or to reject any or all bids.

No bidder may withdraw their bid within forty-five (45) days after the actual date of the opening thereof.

BY ORDER OF THE MOREAU TOWN BOARD

Date: October 8, 2024

Erin Trombley, Town Clerk

INSTRUCTIONS TO BIDDERS

1. Defined Terms.

The term "Bidder" means one who submits a Bid directly to the Town, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom the Town (on the basis of the Town's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisements or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract and related documents.

2. Copies of Bidding Documents.

2.1. Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Town Clerk. Refunds for deposits, if any, are stated in the Advertisement.

2.2. Complete sets of Bidding Documents must be used in preparing Bids. The Town assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3. The Town, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

3. Qualifications of Bidders.

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five (5) days after Bid opening, upon Town's request, written evidence, such as financial data, previous experience, present commitments and other such data as may be called for in the Bid Proposal. Each Bid must contain evidence of Bidder's qualification to do business in the jurisdiction where the project is located or covenant to obtain such qualification prior to award of the contract.

4. Examination of Contract Documents and Site.

4.1. It is the responsibility of each Bidder before submitting a Bid:

4.1.1. To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including "technical data" referred to below)

4.1.2. To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the work;

4.1.3. To consider federal, state, and local Laws and Regulations that may affect cost, progress, performance or furnishing of the work, including in the New York State Department of Labor website at www.labor.state.ny.gov to determine the applicable prevailing wage requirements, if any;

4.1.4. To study and carefully correlate Bidder's knowledge and observations with the Bidding Documents and such other related documents or data; and

4.1.5. To promptly notify the Town of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.

4.2 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the work required by the Contract Documents, that Bidder has given the Town written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by the Town is acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

5. Interpretations and Addenda.

5.1. All questions about the meaning or intent of the Bidding Documents are to be directed to the Town Supervisor. Interpretations or clarifications considered necessary by the Town Supervisor in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Town Clerk as having received the Bidding Documents. **Questions** received after 9:00a.m. on October 15, 2024 may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the Town.

5.3. Failure of a Bidder to receive any Addendum, or to acknowledge receipt thereof, will not relieve such Bidder from conforming with the requirements which such Addendum imposes on his Bid or the Bidding Documents, and may subject his Bid to disqualification by the Town.

6. Bid Security.

6.1. Each Bid must be accompanied by Bid security made payable to the Town in an amount of \$500.00 in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a surety meeting the requirements herein.

6.2. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within ten (10) days after the Notice of Award, Town may annul the Notice of Award, and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders who the Town believes to have a reasonable chance of receiving the award may be retained by the Town up to the fourth (4th) day after the Effective Date of the Agreement, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven (7) days after the Bid opening.

7. Contract Times.

The number of days within which, or the dates by which, the work is to be substantially completed, fully completed, and ready for final payment (the Contract Times) are set forth in the Agreement.

8. Liquidated Damages and Engineering Charges.

Provisions for liquidated damages, if any, and engineering charges for delay in completion, are set forth in the Agreement.

9. Substitute or "Or-Equal" Items.

The Contract, if awarded, will be based on materials and equipment detailed in the Specifications, without consideration of possible substitute or "or-equal" items. Whenever it is indicated or detailed in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor, and is acceptable to the Town, application for such acceptance will not be considered by the Town until after the Effective Date of the Agreement.

10. Bid Forms and Certifications.

10.1. The Bid forms, certifications, etc. are included with the Bidding Documents; unbound copies of the Bid Form shall be submitted by the Bidder.

10.2. All blanks on the Bid Form must be completed in ink or typed.

10.3. Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate office accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or assistant secretary. The corporate address and state of incorporation must be shown below the signature.

10.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

10.5. All names must be typed or printed below the signature.

10.6. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

10.7. The address and telephone number for communications regarding the Bid must be shown.

11. Submission of Bids.

11.1. Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (Rec Park Field #3 Fencing) and name and address of the Bidder. Included in that envelope shall be the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of the outer envelope. Bids must be filed with the office of the Moreau Town Clerk no later than 9:00a.m. on October 15, 2024. Bids received after that time may not be accepted.

11.2 Prospective Bidders are furnished one copy of the Bidding Documents with one separate unbound copy each of the Bid Form and the Bid Bond. The Bidding Documents may be retained by the Bidder. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and other required documents, which shall also be provided in electronic format, at the request of the Bidder.

12. Modification and Withdrawal of Bids.

12.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

12.2 If, within three days after Bids are opened, or prior to award, whichever is shorter, any Bidder files a duly signed, written notice with the Town and promptly thereafter demonstrates to the reasonable satisfaction of the Town that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

13. Opening of Bids.

13.1. Bids will be opened and, unless obviously non-responsive, read aloud publicly at the place where Bids are to be submitted. Bids will be opened on October 15, 2024 at 9:00a.m., at the Moreau Town Hall.

14. Bids to Remain Subject to Acceptance.

14.1. All Bids will remain subject to acceptance for forty-five (45) days after the day of Bid opening, but the Town may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

15. Award of Contract.

15.1. The Town reserves the right to reject any and all Bids, alternate Bids, or any part or component thereof, including without limitation, the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional Bid and to reject the Bid of any Bidder if the Town believes that it would not be in the best interest of the Town to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Town. The Town also reserves the right to waive all informalities not involving price; time or changes in the Work and award a contract to the Successful Bidder. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words. Bids containing incomplete or no price information for any Bid item which thus prevents evaluation of the extended total for that Bid item will be rejected.

15.2. In evaluating Bids, the Town will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

15.3. The Town may consider the qualifications and experience of Subcontractors, Suppliers, and other persons or organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Instructions to Bidders and Supplementary Conditions. Town also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

15.4. The Town may conduct such investigations as the Town deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to the Town's satisfaction within the prescribed time.

15.5. If the contract is to be awarded, it will be awarded to the Bidder who submits the lowest Bid Price, and whose evaluation by the Town indicates to the Town that the award will be in the best interests of the Project.

15.6. If the contract is to be awarded, the Town will give the Successful Bidder a Notice of Award within a reasonable time after the Bid opening.

TOWN OF MOREAU RECREATION DEPARTMENT

351 Reynolds Road
Moreau, NY 12828
518-538-0136
Jeremy Brogan, Recreational Director

Seeking bids on Baseball Field #3 Fencing

The Town of Moreau Recreation Department is seeking bids for
a backstop, dugouts and field fencing.

See attached bid specifications.

BID PROPOSAL

PROJECT IDENTIFICATION:

Baseball Field #3 Fencing, per

BID PRICE

\$ 60,536.⁰⁰

THIS BID IS SUBMITTED TO:

BIDDER'S NAME AND ADDRESS:

Town of Moreau
Town Hall
351 Reynolds Road
Moreau, NY 12828
Telephone: 518-792-1030

AFSCO Fence Supply Co.
34 Big Bush Rd
Oswego NY 12804

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with TOWN OF MOREAU to provide the building identified herein in accordance with the other terms and conditions of the bidding documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement of Invitation to Bid and Instructions to Bidders. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
_____	_____
_____	_____
 - (b) BIDDER has familiarized itself with the nature and extent of the Bidding Documents, and all other conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the equipment.
 - (c) BIDDER has given the Town written notice of all conflicts, errors or discrepancies that it has discovered in the Bidding Documents and the written resolution thereof by the Town is acceptable to BIDDER.
 - (d) Any other representation required by Laws and Regulations.
4. BIDDER will provide the equipment as set forth in Bidding Documents.
5. The following documents are attached to and made a condition of this Bid:
 - (a) Non-collusive bidding certification with supporting data.
 - (b) Iran Divestment Act Certification

SUBMITTED ON: 12/15/, 2024

AFFIDAVIT OF NON-COLLUSION

I, Charles Kula, being duly sworn, do depose and state:

1. That in connection with this procurement,

(A) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and

(B) The prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening directly or indirectly to any other bidder or to any competitor; and

(C) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

2. The undersigned further states:

(A) Affiant is the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid herein and that Affiant has not participated, and will not participate, in any action contrary to (1) (A) through (1) (C) above; or

(B)


- (1) Affiant is not the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid herein but that Affiant has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1) (A) through (1) (C) above, and as their agent does hereby so certify; and

(2) Affiant has not participated and will not participate, in any action contrary to (1) (A) through (1) (C) above.

3. It is expressly understood that the foregoing statements, representations, and promises are made as a condition to the right of the Bidder to receive payment under any award made hereunder.


Signed

Subscribed and sworn to before me this 15th day of Oct, 2024.



Notary Public

KARA GUTOWSKI
Notary Public, State of New York
No. 01GU6417779
Qualified in Washington County
Commission Expires 05/24/2025

CERTIFICATION OF COMPLIANCE WITH
THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of an Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b)

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the Town receive information that a Bidder/Contractor is in violation of the above-referenced certification, the Town will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as may be appropriate, including, but not limited to, imposing s

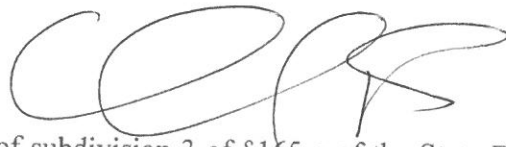

ctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The Town reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, COCK, being duly sworn, deposes and says that he/she is the Project Manager of the AFSCo Fence Supply Co. Corporation.

By submission of this bid, each Bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not

on the list created pursuant to paragraph (b) of subdivision 3 of §165-a of the State Finance Law.



SIGNED

SWORN to before me this

15 day of October 2024

Notary Public: Kara Gutowski

KARA GUTOWSKI
Notary Public, State of New York
No. 01GU6417779
Qualified in Washington County
Commission Expires 05/24/2025