

Village of Scarsdale  
Westchester County, New York

**NOTICE TO BIDDERS**

**Furnish & Deliver Street Trees**

Contract VM-1105

Sealed proposals will be received by the Board of Trustees of the Village of Scarsdale, through its agent Mary Lou McClure, Village Treasurer, in the Village Hall, Scarsdale, NY until 2:00 PM. on Tuesday, March 22, 2011 for VM Contract 1105 - Furnish & Deliver Street Trees.

Bidders may obtain copies of the form of proposals and detailed specifications at the Department of Public Works in the Scarsdale Village Hall.

Each bidder shall deposit with his bid a certified check, cash or a bid bond in an amount not less than 5% of his total bid. Should the successful bidder fail to execute the form of contract, the bid check, cash or bond will be forfeited to the Village of Scarsdale as liquidated damages. The bid deposits of the successful bidder will be held until the contract has been completed and that of the unsuccessful bidders will be held until the award of the contract has been fully executed or all bids rejected.

The Village of Scarsdale reserves the right to reject any or all proposals, or to waive any informality in the proposal, as deemed advisable in the interest of the Village.



Alfred A. Gatta  
Village Manager

Publish: February 25, 2011

**Village of Scarsdale  
Westchester County, New York**

**General Conditions  
VM Contract # 1105**

**Contract Number:** For the purpose of identification, the work under this contract will be known as VM Contract # 1105 – Furnish and Deliver Street Trees.

**General:** The contract shall consist of furnishing the approximate quantities of street trees on the Contract Proposal page, and delivering to the location specified. The Village retains the right to increase or decrease the amount of curbstones purchased through this contract.

**Term:** The Contract term shall be for one (1) year from the execution of the Articles of Agreement.

**Quality of Bids:** Bids are required to be in compliance with the intent of these specifications. Any deviations from these specifications or clarification of item(s) being submitted shall be explained in a **LETTER OF EXCEPTION** attached to the bid.

**Place of Delivery:** All material shall be delivered to Village of Scarsdale, Central Maintenance Garage, 25 Ramsey Road, Scarsdale, NY 10583.

**Delivery:** Street trees shall be delivered in accordance with the Contract no later than thirty (30) days from the time of order by the Village. Failure to meet this delivery time shall be considered a violation of this contract.

**Bid Price Guarantee:** The contractor shall guarantee the bid prices for years one and two for the material identified on the Contract Proposal page for one (1) year from the execution date of the Articles of Agreement.

**Payment:** Prices bid shall be full compensation for all material and delivery charges. Payment will be made after submission of executed voucher on form provided by the Village, verification and acceptance of delivery by the Village of Scarsdale and approval by the Board of Trustees.

**Material:** All material, unless otherwise specified, shall be in conformance with the Detailed Specifications attached hereto and of the best quality available. Contractor shall provide material as required to properly execute VM Contract # 1105.

**Rejected Materials and Work:** The Contractor shall remove from the delivery area, without delay, all rejected material and upon his/her failure to do so, or to make satisfactory progress in so doing, within forty-eight hours after having been so ordered by the Village of Scarsdale in writing, the rejected material may be removed by the Village and the cost of such removal shall be taken out of the money that may be due, retained or may become due the said Contractor on account of or by virtue of this contract. The Contractor shall replace promptly, at his/her own expense, all materials rejected for failure to comply with the requirements of this contract.

**Warranty:** The Contractor warrants the material provided for a period of one year after date of delivery.

**Village of Scarsdale  
Westchester County, New York**

**Information for Bidders  
VM Contract # 1105**

**Material to be Furnished:**

Sealed proposals will be received by the Board of Trustees, through its agent Marie Louise McClure, Village Treasurer, at the Village of Scarsdale, Westchester County, New York, in the Village Hall, 1001 Post Road, Scarsdale, NY 10583 until 2:00 p.m., Tuesday, March 22, 2011 for Furnish and Deliver Street Trees.

**Bids Received:**

Bids shall be made on the form of proposal attached hereto and the envelope addressed as follows:

Bid for:	Furnish and Deliver Street Trees VM Contract-#1105
Attention:	Ms. Marie Louise McClure Treasurer's Office
Opening:	Tuesday, March 22, 2011 at 2:00 P.M.

Bids not so made will not be considered. Proposal and Bid Security shall be delivered to Ms. Marie Louise McClure, Treasurer's Office, Village Hall, Scarsdale, New York, on or before 2:00 P.M., Tuesday, March 22, 2011 at which time all bids will be publicly opened and read.

**Bidders Qualifications:**

Each bidder shall present evidence that they are normally engaged in the type of work bid upon and shall satisfy the Board as to their financial qualifications. They shall make themselves thoroughly familiar with the specifications before submitting their proposal in order that no misunderstanding shall exist in regard to the work to be performed under this contract. No bids will be considered from bidders who are unable to show that they are normally engaged in the type of work on which they are bidding on.

**Acceptance or Rejection of Bids:**

The Board of Trustees of the Village of Scarsdale reserves the right to reject any or all proposals, to omit any item or items, to award this contract in parts to various contractors, to waive any informality in the proposal or to approve minor changes in the specifications if deemed advisable in the interest of the Village.

The Board of Trustees may reject any proposal where there is substantial evidence that the bidder has performed previous work in willful contravention of the terms and conditions of the specifications and contract, and who has delayed such work unnecessarily.

The Board of Trustees reserves the right to reject any bid not accompanied by specified documentation. The Village of Scarsdale reserves the right to reject any Bid if it shows any omissions, alterations of form, additions not called for, conditions or qualification, or irregularities of any kind.

**Bid Security:**

Each bidder shall at the time of filing his proposal, deliver therewith cash, bid bond or certified check of the bidder in an amount not less than 5% of the total amount of his bid price. The bid deposit or bid bond of the successful bidder will be held until the contract has been completed. Bid deposits or bid bonds of the unsuccessful bidders will be held until the successful bidder has executed the contract or all bids rejected. The bid deposit shall be formulated by using

If the bidder to whom the contract is awarded shall fail to deliver the equipment within the time specified, then the aforesaid bid deposit shall be considered as liquidated damages and shall be forfeited to the Village of Scarsdale or if, in lieu of a bid deposit the successful bidder has submitted a bid bond, the Village will make claim hereunder for all damages it may suffer by reason of bidders default.

**Bids to Remain Open:**

All bids shall remain open for sixty (60) days after the day of the opening of Bids, but the Village may, in their sole discretion, release any bid and return the bid security prior to that date.

**Withdrawal of Bids:**

A bidder may withdraw his Bid before the time fixed for the opening of bids by communicating his purpose in writing to the Village. Upon receipt of such written notice, the unopened Bid will be returned to the Bidder.

**Refusal to Testify:**

Upon the refusal of a person, when called before a grand jury, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof 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.

(a) 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 rewards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after July 1, 1959 or with any fire district or any agency or official thereof on or after September 1, 1960, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

**Non-Collusive Bidding Certification:**

(a) 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 knowledge and belief:

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

(2) Unless otherwise required by law, the prices which have been quoted in this 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

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**Disqualification of Bidders:**

Bids will not be accepted from firms which have pleaded guilty to or, otherwise, been convicted of bid-rigging or related criminal charges. Nor will bids be accepted from firms which include a principal or an officer who has pleaded guilty to or, otherwise, been convicted of bid-rigging or related criminal charges. Such bidders are disqualified from bidding on this project.

**Village of Scarsdale  
Westchester County, New York**

**VM Contract # 1105  
Proposal and Detailed Specifications**

To the Board of Trustees  
Village of Scarsdale  
Scarsdale, New York 10583

Ladies and Gentlemen:

The undersigned, as bidder, declares that the only persons interested in this proposal, or the contract proposed to be made, as principals, are as stated: that he has carefully examined the information for bidders, general conditions, specifications, and the drawings pertaining thereto; and he proposes and agrees, if this proposal is accepted, that he will enter into a contract with the Village of Scarsdale to furnish labor and equipment to perform the work called for in the specifications and drawings in the manner and within the time prescribed for the following price, free of federal and state taxes:

For completing all work free of Federal and State Taxes:

All plant material shall meet the minimum requirements of the American Association of Nurserymen, Inc. Standards.

The plants shall be nursery grown, viable, healthy, well-shaped, free from injuries and insect pests, and shall not be loose or dried out.

Trees shall be of single stem, straight and not sheared.

All plant material shall be guaranteed for a period of one (1) year from time of purchase. Plant material shall be replaced at vendor's expense if it dies during this period.

At time of delivery, no plant shall be dropped.

All quantities are estimates. The intent is to order all ball and burlap (B&B) trees for a total of approx. 300 trees.

<u>EST. QTY</u>	<u>Tree</u>	<u>Size/Comments</u>	<u>Unit Price</u>	<u>Total (Est. Qty x Unit Price)</u>
100 ea.	<b>Japanese Zelkova</b>	B&B	_____	_____
	<i>Zelcova serrata</i>	2.5-3" Cal.		
50 ea.	<b>Eastern Redbud</b>	B&B	_____	_____
	<i>Cercis canadensis</i>	2.5-3" Cal.		
100 ea.	<b>Autumn Flame Red Maple</b>	B&B	_____	_____
	<i>Acer rubrum</i>	2.5-3" Cal.		

50 ea. **Canada Red Chokecherry B&B**

*Prunes virginiana* 2.5-3" Cal. \_\_\_\_\_

**Grand Total (All Items) = \$ \_\_\_\_\_**

**The successful bidder shall agree that the items and quantities stated are only approximate based on prior year's experience. It is the intent of the Village to order the trees this spring. The Village reserves the right to increase or decrease the quantities stated in the proposal. The Village also reserves the right to purchase any of the items listed in the proposal in total or part. Actual items and quantities to be ordered will be issued in writing to the successful bidder.**

**The Village reserves the right to award separate proposal items to various bidders. The Village would do this if it determines a purchase order in part, to various bidders, would be in the best interest of the Village.**

**The items will be available for delivery to the Village in not more than seven (7) calendar days after an order is placed with the successful bidder, unless otherwise approved by the Village.**

Proposal must be signed

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Fax #

Dated: \_\_\_\_\_

BY: \_\_\_\_\_  
Name & Title

\_\_\_\_\_  
(Print name and title)





Contractors Qualification

VM Contract # 1105

EXPERIENCE:

Number of years experience in providing trees: \_\_\_\_\_

List of other contracts you have (past and present) or references of those businesses and/or individuals purchasing similar material from your company:

	Name	Address	Phone #	Year	Material Purchased
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____