

Town of North Hempstead
Request for Sealed Bids
Trees, Flowers & Shrubs
TNH038R-2011

**Town of North Hempstead
Purchasing Division
Request for Sealed Bids
Trees, Flowers & Shrubs
TNH038R-2011
Released on 8/2/2011**



INVITATION:

**BIDS MUST BE RECEIVED PRIOR TO 11:00 AM ,
August 17, 2011 IN THE DEPARTMENT OF ADMINISTRATIVE SERVICES
PURCHASING DIVISION, STATING THE LOWEST PRICES FOR
WHICH YOU CAN FURNISH THE ARTICLES DESCRIBED HEREIN ;
AND WILL BE PUBLICLY OPENED AT 11:00 AM ON SAID
DATE IN THE TOWN PURCHASING OFFICE.**

COMMISSIONER OF ADMINISTRATIVE SERVICES

220 PLANDOME ROAD

MANHASSET, NY 11030

contracts@northhempsteadny.gov

516-869-2913, Fax 516-869-2919

Please Print:

_____	Company Name
_____	Address

_____	Telephone
_____	Fax
_____	Email

Section II- Bid Requirements

Items	Section 1. Perennials			
	Perennial Botanical Name	Perennial Common Name	Size	Price/Unit
1	Achillea	Yarrow	1gal	
2	Alchemilla	Lady's Mantle	1gal	
3	Anemone	Anemone	1gal	
4	Aquilegia	Columbine	3 quart	
5	Artemisia	Wormwood	1gal	
6	Astilbe	False Spirea	1.5gal	
7	Baptisia	False Indigo	1.5gal	
8	Buddleia	Butterfly Bush	3.8gal	
9	Coreopsis	Tickseed	1gal	
10	Crocasmia	Crocasmia	1.5gal	
11	Dicentra	Bleeding Heart	1.5gal	
12	Digitalis	Foxglove	1.5gal	
13	Echinacea	Conflower	1.5gal	
14	Hemerocallis	Daylily	1.5gal	
15	Hosta	Plantain Lily	1.5gal	
16	Iris	Iris	1.5gal	
17	Liatris	Gayfeather	1.5gal	
18	Ligularia	Ligularia	1.5gal	
19	Lilium	Lily	1.5gal	
20	Liriope	Lily-turf	1gal	
21	Nepeta	Cat Mint	1gal	
22	Paeonia	Peony	2.3 gal	
23	Perovskia	Russian Sage	1.5gal	
24	Pulmonaria	Lungwort	1gal	
25	Salvia	Sage	1gal	
26	Sedum	Stonecrop	8"pan/1.5gal	
27	Stokesia	Stokes' Aster	1gal	
28	Lychnis	Maltese Cross	1 gal	
29	Dianthus	Dianthus	1 gal	
30	Papaver	Poppy	1 gal	
	Ornamental Grass Botanical Name	Common Name	Size	
31	Festuca	Fescue	1gal	
32	Hakonechola	Hakone Grass	3 quart	
33	Miscanthus	Maiden Grass	1.5gal	
34	Panicum	Switch Grass	1.5gal	
35	Pennisetum	Fountain Grass	1.5	
36	Fern Botanical Name	Fern Common Name	Size	
37	Adiantum	Maidenhair Fern	1gal	
38	Athyrium	Lady Fern	1gal	
39	Dryopteris	Wood Fern	1gal	
40	Matteuccia	Ostrich Fern	1gal	

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41	Onoclea	Sensitive Fern	1gal	
42	Osmunda	Flowering Fern	1gal	
43	Polystichum	Holly Fern	1gal	
	Section 2. Shrubs			
44	Shrub Botanical Name	Common Name	Size	Price/Unit
45	Abelia	Glossy Abelia	3gal	
46	Aucuba japonica	Japanese Aucuba	3gal	
47	Azalea (Evergreen)	Evergreen Azalea	3gal	
48	Berberis thunbergii	Barberry	3gal	
49	Buxus	Boxwood	3gal	
50	Cedrus atlantica 'Glauc	Blue Atlas Cedar	7-8'	
51	Cercis canadensis	Redbud	15gal	
52	Cornus alba/sericea	Dogwood	3gal	
53	Cytisus (assorted colors)	Scotchbroom	2.5gal	
54	Daphne	Daphne	2gal	
55	Enkianthus	Enkianthus	3gal	
56	Euonymus japonica	Japanese Euonymus	3/5gal	
57	Euonymus fortunei	Euonymus	3gal	
58	Forsythia intermedia	Forsythia	3gal	
59	Fothergilla	Fothergilla	3gal	
60	Hamamelis intermedia	Witchhazel	7gal	
61	Hydrangea species	Hydrangea	3/5gal	
62	Ilex crenata (assorted varieties)	Japanese Holly	5gal	
63	Ilex meserveae (assorted varieties)	Meserveae Holly	5gal	
64	Juniperus chinensis (assorted varieties)	Juniper	3/5gal	
65	Juniperus horizontalis (assorted varieties)	Juniper	3gal	
66	Lagerstroemia (assorted colors)	Crape Myrtle	5gal	
67	Ligustrum	Privet	5gal	
68	Magnolia	Magnolia	7gal	
69	Myrica pensylvanica	Bayberry	3gal	
70	Nandina domestica	Heavenly Bamboo	3gal	
71	Picea glauca 'Conica'	Dwarf Alberta Spruce	3gal	
72	Picea pungens Glauca	Colorado Blue spruce	5-6'	
73	Pieris japonica (assorted varieties)	Japanese Pieris	5gal	
74	Pinus mugo	Mugo Pine	3gal	
75	Prunus cistena	Purple leaf Sand Cherry	5gal	
76	Prunus laurocerasus 'Otto Luyken'	Cherry laurel	5gal	
77	Prunus laurocerasus 'Schipkaensis'	Skip Laurel	5gal	
78	Pyracantha	Firethorn	5gal	
79	Rhamnus Fine Line	Buckthorn	3gal	
80	Rhododendron (various colors)	Rhododendron	3/5gal	
81	Salix integra	Dappled Willow	3gal	
82	Skimmia japonica	Japanese Skimmia	3gal	
83	Spiraea (assorted varieties)	Spiraea	3gal	
84	Syringa (assorted varieties)	Lilac	3/5gal	
85	Taxus (assorted varieties)	Yews	24-30"	
86	Viburnum (assorted varieties)	Viburnum	3/5gal	

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87	Vitex	Chaste tree	3gal	
88	Weigela	Weigela	3gal	
89	Thuja occidentalis (assorted varieties)	American Arborvitae	4-5ft./5-6ft	
90	Thuja pilcata (assorted varieties)	Western Arborvitae	4-5ft/ 5-6ft	
Section 3. Vines and Groundcover				
91	Vines and Groundcovers	V & G Common Name	Size	Price/Unit
92	Clematis	Clematis	3gal	
93	Hydrangea petiolaris	Climbing Hydrangea	2gal	
94	Ajuga (assorted varieties)	Bugleweed	Flat/24	
95	Hedera helix	English Ivy	Flat/24	
96	Pachysandra terminalis	Japanese spurge	Flat/24	
97	Vinca minor	Myrtle	Flat/24	
98	Annuals	Size		
99	Assorted Annuals	Flats of 48		
100	Assorted Annuals	4 1/2 inch pot 15 per tray		
101	Assorted Annuals	1 quart pot 8 per tray		
102	Assorted Annuals	1 gallon annual (ex. Annual Hibiscus)		
Bulbs				
103	Darwin Tulips	Price per 100		
104	Daffodils	Price per 100		
105	Hyacinth	Price per 100		
Section 4. Trees				
	Common Name	Type	Size	Price/Unit
106	Maple	Red Sunset Maple	2" cal.	
		Autumn Blaze Maple		
		Brandywine Maple		
		October Glory		
		Pacific Sunset Maple		
		Red Sunset Maple		
		Royal Red Norway Maple		
		Somerset Red Maple		
		Sun Valley Red Maple		
107	Dogwood	White Flowering Dogwood	5-6 '	
108	Ginkgo		2" cal.	
109	Cornus	Dogwood Cherry Brave	2" cal.	
		Dogwood Cherry Princess		
		Dogwood Stellar Pink		
110	Crataegus	Winter King Hawthorn	2" cal.	
111	Cupressocyparis	Leyland Cypress	5-6 '	
112	Euonymous	Burning Bush		
113	Gleditsia	Skyline Honeylocust	2" cal.	
114	Juniperus	Hollywood Juniper	5-6 '	
		Red Cedar		
115	Pinus	White Pine		
116	Prunus (Cherry)	Canada Red Cherry	2" cal.	
		Yoshino Cherry		
		Kwanzan		
117	Prunus (Plums)	KV Purple Leaf Plum	2" cal.	

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118	Quercus	Pin Oak	2" cal.	
		Red Oak		
		Scarlet Oak		
119	Thuja	Emerald Green	2" cal.	
120	Ulmus	Prospector Elm	2" cal.	
121	Zelcova	Green Vase Zelcova	2" cal.	
		Musashino Zelcova		
		Village Green Zelcova		
122		Chantilear Pear	2" cal.	
123	Acer ginnala	Amur Maple	2 1/2"	
124	Acer campestre	Hedge Maple	2 1/2"	
125	Acer buergeranum	Trident Maple	2 1/2"	
126	Acer tataricum	Tataricum Maple	2 1/2"	
127	Amelanchier "Autum Sunset"	Serviceberry	2 1/2"	
128	"Cumulus", "Robin Hill Pink"			
129	Carpinus caroliniana	American Hornbeam	2 1/2"	
130	Crataegus cruz-galli "Inermis"	Thornless Cockspur	2 1/2"	
		Hawthorne		
131	Koelreuteria paniculata	Golden Raintree	2 1/2"	
132	Cornus kousa	Kousa Dogwood	2 1/2"	
133	Malus spp.	Crabapple species	2 1/2"	
		(disease resistant)		
134	Prunus spp. "Accolade"	Accolade Flowering Cherry	2 1/2"	
		(disease resistant)		
135	Prunus virginiana "Canada Red"	Chokeberry	2 1/2"	
136	Maackia amurensis	Amur maackia	2 1/2"	
137	Pyrus calleryana "Chanticleer", "Aristocrat"	Callery Pear (not Bradford)	2 1/2"	
	"Capital", Whitehorse			
138	Syringa reticulata	Japanese Tree Lilac	2 1/2"	

Note:

- 1 Bid will be valid for 2 years.**
- 2 For Long Island vendors, price should include delivery. Specify minimum delivery, if necessary**
- 3 The Nursery must be open year round**
- 4 The man power should be available consistently at the yard/ nursery to help load trucks with trees, flowers & shrubs**

Section III-
Town of North Hempstead

General Bid Terms and Conditions

All bids are subject to the following terms and conditions unless modified on the reverse side of the bid. Upon issuance of the purchase under the bid, the terms of the bid shall apply to such orders.

- All bids must be on domestic products unless otherwise instructed. Substitutions for domestic items will result in cancellation of orders.
- Bids on equipment must be on standard new equipment, except otherwise stated in proposal. It shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
- Bids on materials and supplies must be for new items except as otherwise specified.
- If the bidder declares that the bid is made without any established agreements with other bidders, then it is in all respects fair and without collusion or fraud.

Surety:

- In the event that an award is made, the Commissioner of Administrative Services reserves the right to request successful bidders to post within one week a performance bond of one hundred percent of the amount of the award for security reasons. It shall be understood that the whole or any part of the bid may be used by the Town of North Hempstead, to supply for any default on the part of the bidder. Such bonds must meet all the requirements of the Town Attorney.

Samples:

- Samples when required must be submitted strictly in accordance with instructions; or the bid may not be considered.
- If samples are requested after the bid's opening, they must be delivered within five (5) Days of the request for the bid to have consideration.
- Samples must be furnished free of charge and must be accompanied descriptive memorandum invoices, indicating the bidder desires their return, provided they have not been used or made useless by tests.
- Award samples may be held for comparison with deliveries. Samples will be returned at the bidders risk and expense.

Award:

- The Commissioner of Administrative Services, prior to award, reserves the right to investigate whether the bidder meets all qualifications, or facilities set forth herein and whether they are ample and sufficient to insure the proper performance in the event of an award.
- The bidders must be prepared, if requested by the Commissioner of Administrative Services, to present evidence of experience, ability and financial standings. In addition, they must prepare a statement of plans, machinery and capable capacity of the manufacturer in the production distribution of the material on which he or she is bidding.
- Upon request of the Commissioner of Administrative Services, a successful bidder shall file certification from the manufacturer, including, relative authorization, delivery, service and guarantees. If it is found that the conditions of the bid (as stated above) are not complied with, then the Commissioner of Administrative Services may reject the bid.
- It is distinctly understood however that it is no obligation of the Commissioner of Administrative Services to make any examinations before award. It shall further be

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- understood that if such an examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.
- Awards will be made to the lowest responsible bidder taking into consideration the reliability of the bidder, the quality of the material to be furnished, its conformity with the specifications, the purpose for which required and the terms of the delivery. If two or more bidders submit identical bids as to price, the determination of the Commissioner of Finance to letting the contract to one or more of the identical bidders shall be final. The Town may grant consideration to a cash award.
 - The Commissioner of Administrative Services reserves the right to judgment, to reject any and all bids in whole or in part to the technical defects, irregularities and omissions in order to serve the best interests of the Town.
 - Unless otherwise indicated herein, the Commissioner of Administrative Services reserves the right to make awards by items, classes or by groups of items, part of whole.

Deliveries:

- All deliveries shall be made as specified in a schedule of locations and as will be indicated on the specific purchase orders issued.
- Upon failure of the vendor to deliver within the time specified by the Commissioner of Administrative Services, or failure to make replacement of rejected articles, then the Commissioner of Administrative may purchase from other sources to take place of the item rejected or not delivered.
- The Commissioner of Administrative Services reserves the right to authorize the immediate purchase from other sources against rejection of any order when necessary. On all such purchases the vendor shall promptly reimburse the Town for the excess costs occasioned by such purchases. Should the cost be less, the vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
- An order may be cancelled at the vendor's expense upon non-performance. failure of the vendor to furnish additional surety within ten (10) days from the date of request shall be sufficient cause for cancellation of the order.
- If the articles or equipment delivered fail to meet the specifications, identified herein or if the vendor consistently fails expected delivery, then the Commissioner of Administrative Services has the right to cancel the order and purchase from the other sources at the vendor's expense.
- Cancellation of order for any reason may result in the removal of the bidder's name from the mailing list for future bids for an indeterminate period.
- Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear physically on the order, then it will be interpreted to mean prompt delivery. The decision of the Commissioner of Administrative Services on delivery terms shall be final. Burden of proof in the delay of in receipt of order shall rest with the vendor.
- The town agencies will not schedule any deliveries for Saturdays, Sundays or legal holidays, except commodities required for daily consumption or when delivery as an emergency, a replacement, or is overdue. In such an event, the convenience of the of the agency will govern.
- Supplies shall be packed securely and properly for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks. The containers are to remain property of the agency unless definitely stated or otherwise in the bid.
- The vendor is responsible for maintaining the conditions of the supplies until the point of Destination is reached. The vendor shall also file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving agency will note for the benefit of the vendor when packages are not received in good condition.

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- All supplies, which are customarily labeled or identified, must be securely affixed to the Original, unmutilated label or marking of the manufacturer.
- Billings for deliveries must be posted on the claim forms.
- Furniture, machines and other equipment must be delivered, installed, and set in place as directed and ready for use, unless otherwise specified.
- Deliveries are subject to re-weighing at the discretion of the Town and payment will be made on the net weight of the material delivered. Normal shipment will be allowed where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at vendor's expense.

Guarantees by Bidder:

-The Bidder hereby guarantees:

- To keep the Town, its agents and employees from liability of any nature from the use of any copyrighted composition, secret process, patented or unpatented invention, article or application furnished or used in the performance hereof which the bidder is not patentee or assignee or licensee.
- To keep its products against defective material or workmanship and to repair or replace any damages occurred in transit.
- To supply adequate protection from damage for all work and to repair damages of any kind, for which his or her employees are responsible, to the building or equipment, to his own work or to the work of other vendors.
- To pay all permits, licenses and fees, as well as give all notices and comply with all laws and ordinances of the City, Village or Town in which the installation is to be made, and of County of Nassau and the State of New York.
- To carry proper insurance to protect the Town from loss in case of accident, fire or theft.
- It must keep themselves fully informed of all municipal ordinances and regulations, State and National laws in any manner affecting the work or goods herein specified. Any extra work contracted by the bidder, shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the workman's compensation and labor laws. They shall indemnify and keep harmless the Town of North Hempstead, its officers and agents against any claim or liability arising from it based on violation of any such laws, ordinances or regulations.

Tax Exemption:

- Purchases by the Town of North Hempstead, a political subdivision of the State of New York, are exempt from Federal and State or Excise taxes. Accordingly, bidders shall not include these taxes in the bid price. Exemption certificates shall be furnished upon request.

Waiver of Immunity:

- Following the provisions of Chapter 605 of the Law of 1959. If any person when called to testify before a Grand Jury; Head of the State Department; Temporary State Commission of other State Agencies, as well as, the Organized Crime Task Force (in the Department of Law). The Head of the Municipal Department and other Municipal Agencies (which are empowered to comply the attendance of witnesses and investigate them under oath regarding any issues with the state of New York). Any other political subdivision which refuses to answer any relevant questions concerning the contract (although offered immunity against the use of his or her answer), shall be disqualified for a period of five (5) years. If such a person refuses to answer any relevant questions as previously mentioned, then this contract may be canceled and terminated by the Town without the

Town incurring any penalty or damages. Any monies owed for goods delivered or prior work to the cancellation shall be paid.

Specifications:

- Bids submitted hereunder shall be in accordance with detailed specifications set forth herein. If materials offered differ from provisions contained in specifications or in bid sheets, then such differences must be explained in detail in writing and must be submitted along with the bid. Such bids will receive careful consideration, however such material must abide by specifications set forth in the bid form.

Trade Customs:

- There shall be no inferences to trade customs, terms, discounts or conditions on sale applicable, which are not specifically expressed in the specifications and proposals on which the award is based nor contrary to the state finance law.

Assignment:

- The Bidder represents that it will not assign the contract arising from the award of this Bid without the prior written consent of the Commissioner of Administrative Services.

Equal Employment Opportunities for Minorities, woman and military personnel:

- The Town of North Hempstead recognizes the need to take affirmative action to ensure that Minority Women owned business enterprises and minority and women employees and principals are given opportunity to participate in the performance of contracts of the Town of North Hempstead. This opportunity for full participation in our free enterprise system by persons traditionally, socially, economically disadvantaged is essential to obtain social and economic equality.
The Town of North Hempstead promotes the participation of each individual and business firms in contracts of this Office. The Town also prohibits discrimination on military status.

Nondiscrimination Clause:

- During the performance of this contract, the contractor agrees as follows:

- The hiring of employees for performance of work under this contract or any subcontract hereunder assures all individuals right to employment without discrimination. No contractor, subcontractor or any person acting in behalf of a contractor or subcontractor has any reason to discriminate against any citizen of the State of New York, based on race, creed, color, disability, sex, marital status or national origin. As long as such a person is qualified and available to perform the work to which the employee relates, he or she is equally qualified for their job of desire.
- Any violation of the provisions outlined in this contract or any act of discrimination against an individual, will be charged against the contractor. There may be deducted from the amount payable to the contractor by the Town of North Hempstead under this contract a penalty of five (\$5) dollars for each person per calendar day, whom the contractor discriminated against in.
- This contract may be canceled or terminated by the Town of North Hempstead and all monies due or to become hereunder may be forfeited.

Section IV- Forms

BIDDERS STATEMENT

CONTRACT

THIS IS NOT AN ORDER

THE BIDDER HEREBY ACKNOWLEDGES, without qualification, that s(he) will abide by all terms and conditions pursuant to this bid, including but not limited to the bid specifications, specific terms and conditions, general terms and conditions and bid prices hereto.

FURTHER, the undersigned offers and agrees to furnish any and all items upon which prices are bid at the price set forth for each item bid, if this bid is accepted within _____ days from the opening date stated in the invitation on the first page of this bid document. DELIVERY to destination stated will be made within _____ days after the receipt of the order. CASH DISCOUNT ALLOWED _____ % 20 days.

Bid respectfully Submitted By: _____
Signature

Type/Print Name: _____

Title: _____

Telephone Number: _____

Business Address : _____

(1) If an individual doing
Business as _____

(2) If a Partnership

(Member of firm)

(Member of firm)

(3) If a Corporation

(Name of Corporation)

(Officer) _____
(Title)

ATEST: _____ (Witness)

DATE: _____

**Town of North Hempstead
Non-Collusive Bidding Certification**



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 his 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 other 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.

Contractor's Signature

Date

Name of Business

Department of Administrative Services- Division of Purchasing

220 Plandome Road, P.O. Box 3000
Manhasset, N.Y. 11030

TOWN OF NORTH HEMPSTEAD

INSURANCE CERTIFICATE

The following insurance currently exists on behalf of

(Name and Address of Insured Contractor/Vendor):

Bid Description: _____

(1) Worker's Compensation:

Insurance Carrier: _____

Policy Number(s): _____

(2) Commercial General Liability with completed operations (plus X.C.U. when applicable), to which the **Town of North Hempstead** has been added as additional insured, and Automobile Liability:

(a) \$ 2,000,000.00 Combined single limit (bodily and personal injury/property damage).

Insurance Carrier: _____

Policy Number(s): _____

(b) Contractual coverage defending, indemnifying and holding harmless both the Town of North Hempstead, and its employees, agents and representatives from any and all loss and/or damage arising out of the performance of the above contract. Said contractual coverage shall be absolute and not dependent upon any question of the negligence of the Contractor (or its employees, agents and representatives).

Insurance Carrier:

Policy Number(s):

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- (c) workers' compensation insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 57 (2); and
 - (d) disability benefits insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 220 (2).
- (3) The above insurance is effective with New York State admitted insurance companies, and is A rated or equivalent to A rated.
- (4) Policy cancellation or non-renewal shall be effective only upon thirty (30) days prior notice by certified mail to:

Town of North Hempstead
Town Attorney's Office
220 Plandome Road
P.O.B. 3000
Manhasset, New York 11030

Authorized Insurance Agent's Signature and Title:

Name, Insurance Affiliation and Address:

DATED: _____

Note:

Please make the bid number and name as indicated.

**As reference (i.e. TNH038R-2011-Trees, Flowers & Shrubs)
Certificates without a reference will not be accepted.**