



TOWN of GREENBURGH
DEPARTMENT OF PARKS AND RECREATION
11 Olympic Lane, Ardsley, New York 10502
(914)693-8985 - FAX (914)693-8938



PAUL FEINER
Supervisor

GERARD J. BYRNE, CPRP
Commissioner

JOSEPH J. LUCASEY
Deputy Commissioner

January 15, 2016

To Vendors:

Enclosed you will find a bid package for **LANDSCAPE SUPPLIES** for the Greenburgh Department of Parks and Recreation.

Please return the completed bid package in a sealed envelope and state on the outside of the envelope "**BID FOR LANDSCAPE SUPPLIES**".

Please submit to:

Town Clerk's Office
Greenburgh Town Hall
177 Hillside Avenue
White Plains, New York 10603

The bid opening will be held at **10:15 A.M., FRIDAY, FEBRUARY 5, 2016** at the Meeting Room, Town Hall, 177 Hillside Avenue, White Plains, New York 10603.

Thank you for your consideration in this matter.

Sincerely,

Joseph J. Lucasey
Deputy Commissioner

Enc.

NOTICE TO BIDDERS

FOR

LANDSCAPE SUPPLIES

PLEASE TAKE NOTICE that the Town Clerk of the Town of Greenburgh will receive sealed bids at the Meeting Room, Greenburgh Town Hall, 177 Hillside Avenue, White Plains, New York 10603, until **10:15 A.M., FRIDAY, FEBRUARY 5, 2016** for "**LANDSCAPE SUPPLIES**" in accordance with specifications available in the office of Greenburgh Parks And Recreation, 11 Olympic Lane, Ardsley, New York 10502.

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

INFORMATION FOR BIDDERS

Each bid or proposal must be accompanied by a certified check in the amount of N/A Dollars (\$N/A), payable to the order of the Town of Greenburgh. No Bid Bond will be accepted.

Checks of the unsuccessful bidders will be returned after bids are awarded. The check of the successful bidder will be held until performance has been completed, and equipment and/or service furnished in accordance with the specifications.

The bidder, in submitting his bid or proposal, agrees to enter into said contract with the Town of Greenburgh, if he is the successful bidder, for the equipment and/or service in accordance with his bid or proposal.

In the event of failure of the successful bidder to enter into said contract, the certified check shall be retained by the Town as liquidated damages.

The signed bid must be enclosed in a sealed envelope, to be plainly marked, "**BID FOR LANDSCAPE SUPPLIES**".

The bidder must submit unit prices on the forms supplied, in the space or spaces provided for same, both in figures and in words. Whenever a unit price in figures differs from the unit price as stated in words, the price written in words will be considered to be the bid.

The bidder must note that the material and/or equipment include FOB delivery to Greenburgh Parks and Recreation, 11 Olympic Lane, Ardsley, New York 10502.

All bids or proposals **must be signed** by the bidder.

The bidder is not to take specifications and bidding pages apart, but must return same complete.

The Town of Greenburgh is exempt from payment of all Federal and New York State taxes. Tax exemption certificates will be issued to the successful bidder.

The bidder is to familiarize himself with all provisions of these specifications, and shall not at any time after submitting bid, dispute any of the specifications or assert that there was misunderstanding in regard to the furnishing and delivering of the items called for in this proposal.

No bid will be accepted from, or contract awarded to, a bidder in default upon any obligations to the Town of Greenburgh.

The Town Board reserves the right to select the bid proposal, the acceptance of which will, in their judgement, best secure the material and/or equipment called for in these specifications, or which will be for the best interests of the Town (irrespective of whether it is the low bid, the high bid, or otherwise), or to reject any or all bids. Proposals which are incomplete, conditional, or obscure, or which contain conditions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal, or may be waived at the discretion of the Town Board if any informality is deemed immaterial and nonprejudicial to the Town of other bidders.

The Town reserves the right to increase or decrease the quantities or amounts specified, in its unlimited discretion, and the bidder waives and releases any claim arising therefrom.

Upon acceptance by the Town Board, this bid, with all attachments, conditions, and specifications, shall constitute a contract between the Town and the supplier.

The bid notice, information for bidders, and specifications, all annexed hereto, are part of this contract.

Bidder must submit with his bid detailed specifications, a sample if requested, and all necessary data on the material and/or equipment he proposes to furnish. If the material and/or equipment offered differs from the minimum provisions contained in this specification, such differences must be explained in detail and bid will receive careful consideration if such deviations do not depart from the intent of this specification and are to the best interests of the Town of Greenburgh, as interpreted by the Town Board.

Bidder guarantees that the material and/or equipment offered is standard new material and/or equipment, latest model or regular stock products with parts regularly used for the type of material and/or equipment offered; that such parts are all in production and none likely to be discontinued; also that no attachment or part has been substituted or applied contrary to manufacturer's standard guarantee against defect in design, materials, or workmanship applied to all material and/or equipment delivered to the Town of Greenburgh.

No name other than the manufacturer's shall appear on the material and/or equipment.

The bidder shall comply with all local and state laws, including the Labor and Compensation laws, in the performance of this contract.

The bidder must be authorized to do business within the State of New York and be currently in good standing.

The bidder must certify to the Town that he is current in his payment of all franchise and other taxes due the State of New York.

The bidder must certify that no officer, director, or stockholder (if less than ten (10) stockholders) of the successful bidder is an officer or employee of the Town. If such officer, director, or stockholder does exist, their names and relationship must be disclosed to the Town.

Bidder agrees to the terms of this bid and the submitted prices for one full year from the Town's acceptance of this bid, at the bid opening.

Bidder understands that materials that are on this bid list may not be ordered by the Town of Greenburgh. Bidder understands that a purchase order must be issued to bidder prior to work being done.

INSURANCE

1. The Contractor, prior to signing of the contract, shall provide to the Town of Greenburgh, and maintain throughout the life of the contract, at his own cost and expense, proof of the following insurance companies licensed in the State of New York and the Town of Greenburgh shall be named as an additional name insured on all such policies.
 - a. General Liability Insurance with a single limit of liability per occurrence for bodily injury and property damage of \$1,000,000. The Certificate of Insurance shall indicate the following coverages:
 - 1) Premises - Operations.
 - 2) Contractual with respect to this contract including the indemnification set forth in Section 146 - Indemnity Clause of the General Conditions.
 - 3) Any deductibles shall not be the liability of the Town of Greenburgh.
 - b. Owners and Contractors Protective Liability Policy - \$1,000,000 single limit endorsed that the Town of Greenburgh is not responsible for premium.
 - c. Automobile Liability Insurance with a single limit of liability per occurrence for bodily injury and per occurrence for property damage at \$1,000,000. This insurance shall include coverage for:
 - 1) Owned automobiles.
 - 2) Hired automobiles.
 - 3) Non-owned automobiles.
 - d. Compensation, Disability, and Employer's Liability Insurance
The Contractor shall take out and maintain during the life of this contract the statutory Workmen's Compensation, Disability, and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this Contract, and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation, Disability, and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
 - e. Unemployment Insurance - The Contractor for the agreed consideration promises and agrees to pay the contributions measured by the wages of his employees required by State Unemployment Insurance Laws and all amendments thereto, and to accept the account of any contribution measured by the wages as aforesaid of employees of the Contractors and his Subcontractors assessed against the Owner under the authority of said law.
2. All policies and certificates of insurance of the Contractor shall contain clauses as follows:
 - a. The insurance companies issuing the policy or policies shall have no recourse against the Town of Greenburgh for payment of any premiums or for assessments under any form of policy.
 - b. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.
 - c. In case of cancellation or material change in any of the policies, thirty (30) days notice shall be given to the Commissioner of Parks and Recreation, 11 Olympic Lane, Ardsley, New York, 10502 by registered mail, return receipt requested.
3. All property losses shall be made payable to and adjusted with the Town.
4. All policies of insurance shall be acceptable to and approved by the Department of Law prior to the inception of any work.
5. Other coverages may be required by the Town of Greenburgh based on specific needs.

6. If, at any time, any of the said policies shall be or become unsatisfactory to the Town, as to form or substance, or, if a company issuing any such policy shall be or become unsatisfactory to the Town, the Contractor shall promptly obtain a new policy, submit the same to the Department of Law of the Town of Greenburgh for approval and submit a certificate thereof as hereinabove provided. Upon failure of the Contractor to furnish, deliver, and maintain such insurance as above provided, this contract, at the election of the Town, may be forthwith declared suspended, discontinued, or terminated. Failure of the Contractor to take out and/or to maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor.
7. In the event that claims in excess of these amounts are filed by reason of any operations under the contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims.
8. The Contractor agrees to protect, defend, indemnify, and hold the Town of Greenburgh and its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of action of every kind of character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc. relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation or any applicable statute, ordinance, administrative order, rule or regulation, or decree or any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false, or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Town of Greenburgh for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town of Greenburgh, or its employees.

BID FORM

I. We hereby propose to furnish, complete, and equip in accordance with the specifications,

for a lump sum price of:

_____ Dollars (\$)

AND/OR

for unit prices as follows:

SEE ATTACHED DETAILED SPECIFICATIONS

_____	\$ _____
_____	\$ _____
_____	\$ _____

THE ABOVE PRICE(S) IS (ARE) AND DOES (DO) NOT INCLUDE ANY STATE OR FEDERAL TAXES.

II. We hereby state that the material and/or equipment to be furnished meets in all respects the specifications, with the following exceptions: (explain fully-use reverse side for additional space).

III. We hereby state that the material and/or equipment to be furnished exceeds the specifications in the following respects: (explain fully - use reverse side for additional space).

NÓN-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 knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communications, 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 knowingly been 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.

COMPANY NAME

PLEASE PRINT NAME

SIGNATURE

ADDRESS

PHONE NUMBER

FEDERAL TAX I.D. NUMBER

DATED: _____

2016 BID SHEETS
GREENBURGH PARKS & RECREATION

CATEGORY: LANDSCAPE SUPPLIES

ITEM #	ITEM	SPECIFICATIONS	PKG	MFG	SUBSTITUTE ACCEPTED	QTY NEEDED	UNIT PRICE	EXTENDED PRICE
1.	SHRUB	BERBERIS THUNBERGII (ROYAL BURGUNDY)	2 POT GAL			12 EA		
2.	SHRUB	KALMIA LATIFLORA, PINK, 18" - 24" HEIGHT	EACH			6 EA		
3.	SHRUB	AMELANCHIER CANADENSIS, 5' - 6' HEIGHT	EACH			3 EA		
4.	SHRUB	BUXUS "MICROPHYLLA KOREANA" #3 CONTAINER	EACH			24 EA		
5.	TREE	NYSSA SYLVATICA, "SOUR GUM", 1" - 1½" CALIBER	EACH			5 EA		
6.	TREE	NYSSA SYLVATICA, "SOUR GUM", 2½" - 3" CALIBER	EACH			4 EA		
7.	TREE	CORNUS KOUSA, 5' - 6' HEIGHT	EACH			5 EA		
8.	TREE	QUERCUS RUBRA, "RED OAK", 1" - 1½" CALIBER	EACH			5 EA		
9.	TREE	PICEA OMORICA "SIBERIAN SPRUCE", 4' - 5' HEIGHT	EACH			5 EA		
10.	TREE	PRUNUS SUBHIRTILLA PENDULA, 1" - 1½" CALIBER	EACH			5 EA		
11.	TREE	ABIES CONCOLOR, "CONCOLOR FIR", 4' - 5' HEIGHT	EACH			5 EA		
12.	TREE	PINUS PARUFLONA GLAUCA, "JAPANESE WHITE PINE", 4' - 5' HEIGHT	EACH		NO SUBSTITUTES	6 EA		
13.	TREE	PINUS STROBUS, "WHITE PINE", 4' - 5' HEIGHT	EACH		NO SUBSTITUTES	7 EA		
14.	TREE	CEDRUS ATLANTICA GLAUCA, "BLUE ATLAS CEDAR", 5' - 6' HEIGHT	EACH			5 EA		
15.	TREE	CHAMAECYPARIS NOOTKATENSIS PEDDULA, 4' - 5' HEIGHT	EACH			5 EA		
16.	TREE	PICEA ABIES, "NORWAY SPRUCE", 4' - 5' HEIGHT	EACH			5 EA		
17.	TREE	METASEQUOIA GLYPTOSTROBODES, "DAWN REDWOOD", 5' - 6' HEIGHT	EACH			3 EA		
18.	TREE	AMERICAN PERSIMMON 1½" - 2" CALIBER	EACH			3 EA		
19.	TREE	BETULA NIGRA PENDULA WEeping RIVER BIRCH, 2' - 2½' HEIGHT	EACH			3 EA		
20.	TREE	BETULA NIGRA RIVER BIRCH CLUMPS, 6' - 8' HEIGHT	EACH			5 EA		
21.	GRASS SEED	TRI-PLEX GENERAL GRASS SEED, MIXTURE FOR SUN & SHADE, 50% PERENNIAL RYE, 50% KENTUCKY BLUE	50# BAG			6 BAGS		

NOTE: The Town has the right to award bids on an item by item basis. All prices to include delivery charges.

2016 BID SHEETS
GREENBURGH PARKS & RECREATION

CATEGORY: LANDSCAPE SUPPLIES

ITEM #	ITEM	SPECIFICATIONS	PKG	MFG	SUBSTITUTE ACCEPTED	QTY NEEDED	UNIT PRICE	EXTENDED PRICE
22.	GRASS SEED	CONTRACTOR'S MIXTURE: 1/3 ANNUAL RYEGRASS 1/3 PERENNIAL RYEGRASS 1/3 CREEPING REDFESCUE	50# BAG			6 BAGS		
23.	GRASS SEED	REBEL ii - TURF TYPE TALL FESCUE	50# BAG			6 BAGS		
24.	HERBICIDE	ROUND-UP PRO, 2.5 GALLON CONTAINER	EACH		NO SUBSTITUTES	2 EA		
25.	FERTILIZER	14.14.14 OSMOCOTE FERTILIZER	50# BAG		NO SUBSTITUTES	3 BAGS		
26.	FERTILIZER	MILORGANITE	50# BAG			15 BAGS		
27.	SOIL	FARFARD POTTING MIX #1PV, 2.8 CU FT BAG	EACH	FARFARD	NO SUBSTITUTES	51 EA		
28.	LANDSCAPE FABRIC	3.8 OZ. WOVEN LANDSCAPE FABRIC, 6' X 300' ROLL	ROLL		NO SUBSTITUTES	2 RL		
29.	ORNAMENTAL GRASS	IMPERATA CYLINDRICA RUBA "JAPANESE BLOOD GRASS", #1 CONTAINER	EACH			24 EA		
30.	CONTAINERS	6" (green) DILLEN THIN WALL ROUND POTS	440 PER CASE			1 CS		
31.	CONTAINERS	8" (green) DILLEN THIN WALL AZALEA POTS	138 PER CASE			2 CS		
32.	WHITE WASH	CLASSIC WHITE SHADE PAINT, KOOLRAY #9-1316, CONTINENTAL	1 GAL CONT.	KOOLRAY	NO SUBSTITUTES	8 GAL		

As of 1/15/16

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