



VILLAGE OF LANCASTER

**5423 BROADWAY
LANCASTER, NY 14086**

REQUEST FOR BIDS

**FOR THE PROCUREMENT OF ONE HUNDRED TWENTY-ONE (121)
BARE ROOT TREES**

ADVERTISEMENT FOR BIDS

**VILLAGE OF LANCASTER
5423 BROADWAY
LANCASTER, NY 14086**

PROCUREMENT OF ONE HUNDRED TWENTY-ONE (121) BARE ROOT TREES

GENERAL NOTICE

Village of Lancaster (Buyer) is requesting Bids for the Procurement of one hundred twenty-one (121) bare root trees.

Sealed bids will be received at the Village of Lancaster Clerk/Treasurer's Office located in the Village Municipal Building at 5423 Broadway, Lancaster, NY 14086. Bids will be received until Thursday January 23, 2025, at 11:00 AM local time. At that time the Bids received will be publicly opened and read.

THE PROJECT INCLUDES THE FOLLOWING:

Procurement of one hundred twenty-one (121) bare root trees.

OBTAINING THE BIDDING DOCUMENTS

The **Issuing Office** for the Bidding Documents is:

Village of Lancaster
Municipal Building
5423 Broadway
Lancaster, NY 14086
Ph: (716) 683-2105 ext. 208
Amy Stypa sustainability@lancastervillageny.gov

Bidders may obtain or examine the Procurement Bidding Documents at the Issuing Office, starting on

January 2, 2025, Monday through Friday between the hours of 8:30 AM to 4:30 PM.

Printed or Electronic PDF copies of the Bidding Documents may be obtained at no expense from the Issuing Office. The bidder will need to provide the organization's name, address, phone number, and email address which Issuing Office record on the plan holders list.

INSTRUCTIONS TO BIDDERS

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Procurement Bidding Documents.

Firms qualified and certified as Minority Business Enterprises (MBE) or Women Business Enterprises (WBE) are strongly encouraged to submit bids.

THIS ADVERTISEMENT IS ISSUED BY:

Owner: Village of Lancaster

By: Michael E. Stegmeier

Title: Clerk & Treasurer

Date: January 2, 2025

INSTRUCTIONS TO BIDDERS AND STANDARD CONDITIONS

ARTICLE 1- DEFINED TERMS

Issuing Office

Village of Lancaster
Municipal Building 5423 Broadway
Lancaster, NY 14086
Ph: (716) 683-2105 ext. 208
Amy Stypa sustainability@lancastervillageny.gov

ARTICLE 2- PROCUREMENT BIDDING DOCUMENTS

1. Bidder may obtain complete sets of the Procurement Bidding Documents from the Issuing Office.
2. Bidder must use a complete set of the Procurement Bidding Documents in preparing the Bid; neither Buyer nor Issuing Office assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Procurement Bidding Documents.
3. The Buyer makes copies of Procurement Bidding Documents available on the above terms only for obtaining Bids for furnishing Goods and Special Services and does not authorize or confer a license for any other use.

ARTICLE 3- QUALIFICATIONS OF BIDDERS

1. Buyer may at any time conduct such investigations as Buyer deems necessary to establish the responsibility, qualifications, and financial ability of Bidder, and after the opening of Bids may require a Bidder to submit documentation of its qualifications, including but not limited to financial data and documentation of previous experience providing goods and services comparable to the specified Goods and Special Services.
2. Bidder is to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.
3. Firms qualified and certified as Minority Business Enterprises (MBE) or Women Business Enterprises (WBE) are strongly encouraged to submit bids.
4. The Village of Lancaster reserves the right to accept or reject proposals in the best interest of the Village.
5. No bid shall be accepted from any person or corporation that is in arrears to the Village upon any debt or contract.

ARTICLE 4- INTERPRETATIONS

1. All questions about the meaning or intent of the Procurement Bidding Documents are to be submitted to Issuing Office by email to Amy Stypa sustainability@lancastervillageny.gov
2. Interpretations or clarifications considered necessary to respond to such written questions will be emailed to all parties recorded as having received the Procurement Bidding Documents. **Questions received less than 3 days prior to the date for opening of Bids will not be answered.** Oral statements, interpretations, and clarifications may not be relied upon in the preparation of a Bid and will not be binding or legally effective

ARTICLE 5-BID SECURITY

1. A Bid must be accompanied by Bid security made payable to Buyer in an amount of five (5) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Procurement Bidding Documents).
2. The Bid security of the apparent Successful Bidder will be retained until Buyer awards the Procurement Contract to such Bidder, and such Bidder has executed the Procurement Contract, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Procurement Contract and furnish the required contract security within 15 days after the Notice of Award, Buyer may consider Bidder to be in default and annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Buyer's damages in the case of a damages-form bond. Such forfeiture will be Buyer's exclusive remedy if Bidder defaults.
3. The Bid security of other Bidders that Buyer believes to have a reasonable chance of receiving the award may be retained by Buyer until the earlier of seven (7) days after the Effective Date of the Procurement Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
4. Bid security of other Bidders that Buyer believes do not have a reasonable chance of receiving the award will be released within seven (7) days after the Bid opening.

ARTICLE 6-PREPARATION OF BID

1. The Bid Form is included with the Procurement Bidding Documents. Additional copies of Procurement Bidding Documents may be obtained from the Issuing Office.
2. All blanks on the Bid Form must be completed and the Bid Form must be signed by an individual authorized to act on behalf of the Bidder. Alterations must be initiated by an individual authorized to act on behalf of the Bidder. A Bid price must be indicated for each item in the Bid Form. In the case of optional alternates, the words "No Bid" may be entered.
3. Bidder shall:
 - a. Sign the Bid Form as indicated in the Bid Form.
 - b. Include evidence of authority to sign.
 - c. Provide information on the individual to be contacted for any communications regarding the Bid.
 - d. Provide evidence of the Bidder's authority and qualification to do business in the locality of the Project, to the extent required, or indicate the ability to obtain such authority and qualification prior to award of the Procurement Contract.
4. New York State Municipal Law requires that Bidder certifies that, under penalty of perjury, that it has prepared its bid without collusion with Buyer, other bidders, subcontractors, suppliers, etc.

ARTICLE 7 -BASIS OF BID; COMPARISON OF BIDS

- a. Bidder shall submit a Bid on a lump sum basis as set forth in the Bid Form.
- b. Award will be made, if at all, to the "lowest responsible bidder" meeting the specifications.
- c. Delivery date will be a factor of importance in the award of this contract. Bidder must state its best guaranteed delivery date in days; failure to do so may result in disqualification of bid

ARTICLE 8- SUBMITTAL OF BID

1. Bidder shall refer to the Advertisement for Bids for specific identification of the date, time, and place where Bids are to be submitted.
2. Bidder must submit one separate unbound copy of the completed Bid Form, and, if required, the Bid Security and the other documents required to be submitted under the terms of bid solicitation of the Bid Form.
3. A Bid must be submitted no later than the date and time prescribed and at the place indicated in the Advertisement for Bids. Submit the Bid in an envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and the name and address of Bidder.

Enclose the Bid security and other documents required to be submitted with the Bid as listed in the Bid Form. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED."

ARTICLE 9-MODIFICATION OR WITHDRAWAL OF BID

1. A Bid may be modified or withdrawn by a document duly signed in the same manner that a Bid must be signed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
2. If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Buyer and promptly thereafter demonstrates to the reasonable satisfaction of Buyer 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.

ARTICLE 10-OPENING OF BIDS

Bids will be publicly opened at the time and place indicated in the Advertisement for Bids and read aloud, unless obviously non-responsive. An abstract of the amounts of the Base Bids and Alternate Bids, if any, will be made available to Bidders after Bids have been opened and reviewed by the Buyer.

ARTICLE 11-BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All Bids will remain subject to acceptance for the period stated in the Bid Form, but Buyer may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 12-EVALUATION OF BIDS AND AWARD OF PROCUREMENT CONTRACT

1. Buyer reserves the right to reject any and all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Buyer also reserves the right to waive all informalities not involving price, time, or changes in the Goods and Special Services.
2. Buyer will reject the Bid of any Bidder that Buyer finds, after reasonable inquiry and evaluation, to not be responsible.
3. In evaluating Bids, Buyer will consider 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 may be requested from Bidders prior to a Notice of Award.
4. If Buyer awards the Procurement Contract, such award will be to the responsible Bidder submitting the lowest responsive Bid.

ARTICLE 13-BONDS AND INSURANCE

Article 5 of the General Conditions and Article 5 of the Supplementary Conditions set forth Buyer's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the signed Procurement Agreement to Buyer, it must be accompanied by such bonds and acceptable evidence of insurance.

ARTICLE 14-SIGNING OF PROCUREMENT AGREEMENT

When Buyer issues a Notice of Award to the Successful Bidder, it will be accompanied by the unsigned counterparts of the Procurement Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Procurement Agreement and any bonds and insurance documentation required to be delivered by the Procurement Contract Documents to Buyer. Within 10 days thereafter, Buyer will deliver one fully executed counterpart of the Procurement Agreement to Successful Bidder, together with printed and electronic copies of the Procurement Contract Documents.

All provisions of the Bid Specifications shall be incorporated into a contract which shall be executed by the Bidder to whom the bid was awarded and the Village.

ARTICLE 15-SALES AND USE TAXES

Buyer is exempt from New York state sales and use taxes on materials and equipment. Exempt taxes must not be included in the Bid

ARTICLE 16-BUYER AND BIDDER

1. This Bid is submitted to:
Village of Lancaster, Clerk/Treasurer's Office, 5423 Broadway, Lancaster, NY 14086
2. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Procurement Contract with Buyer in the form included in the Procurement Bidding Documents, and to furnish the Goods and Special Services as specified or indicated in the Procurement Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Procurement Bidding Documents.

ARTICLE 17 -BASIS OF BID

Bidder will furnish the Goods and Special Services in accordance with the Procurement Contract Documents for the following Procurement Contract Price(s). Bidders shall quote unit prices and total prices as specified. Proposed quantity (if less than bid request) shall be specified. Price quoted shall include delivery of trees as described within specifications.

ARTICLE 18-TIME OF COMPLETION

All stock shall be delivered after March 15, 2025, and before May 15, 2025.

ARTICLE 19- NON-PERFORMANCE

If the Bidder fails at any time performing the work required by this contract within the time limits specified, the Village shall have the right to terminate the contract upon ten (10) business days' written notice to the Bidder.

ARTICLE 20-ATTACHMENTS TO THIS BID

The following documents are attached to and made a condition of this Bid:

- a. Required Bid security in the form prescribed in the Instructions to Bidders.
- b. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids.
- c. Completed Procurement Specifications.

ARTICLE 21-BIDDER'S ACKNOWLEDGMENTS

1. Bidder accepts all terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period that Bidder may agree to in writing upon request of Buyer.
2. Bidder has examined and carefully studied the Procurement Bidding Documents, the related data identified in the Procurement Bidding Documents.

ARTICLE 22- PAYMENT

Invoices may be submitted by Bidder upon successful delivery and inspection by the Village. Approved invoices will be paid within 45 days.

PROCUREMENT SPECIFICATIONS
FOR one hundred twenty-one (121) bare root trees

Bare Root Tree Planting Project Supply

Overview: In the interest of planting more and different varieties of trees in public spaces and rights of way, the Village of Lancaster solicits bids to supply one hundred twenty-one 1.25.-1.75" bare root trees for Tree Planting Projects in the spring of 2025.

Scope: To furnish all trees for tree planting on the public right of way in the Village of Lancaster, all in accordance with the attached specifications.

Timeframe: All stock shall be delivered after March 15, 2025, and before May 15, 2025.

Delivery to: Village of Lancaster Department of Public Works 5200 Broadway, Lancaster, NY 14086

Planting Stock:

1. The contractor shall supply plants that are from areas in the USDA Hardiness Zones six a (6a) or six b (6b). When requested, the contractor must identify the plant source.
2. Shade and Ornamental trees supplied per the contract shall be no less than one and one quarter inch (1 1/4") in diameter and no more than one and three quarters inch (1 3/4") in diameter at six inches (6") above ground level. Shade trees supplied shall be branched up four- and one-half feet (4 1/2').
3. Tree supplied shall meet the latest version of the ANSI Z60.1, American Standard for Nursery Stock specifications. Copies of said standards may be found at <https://hort.ifas.ufl.edu/woody/american-standard.shtml>
4. All trees must be number one grade plants with good form and branching. Tree leaders shall not be pruned. Trees with multiple leaders, unless specified, will be rejected. Trees with a damaged, cut, or crooked leader, included bark, abrasion of bark, sunscald, disfiguring knots, insect damage, mold, prematurely opened buds, or cuts of limbs over 3/4 inch (2 cm) diameter that are not completely callused are cause for rejection.
5. All trees shall be labeled by size and scientific plant name. Labels shall be attached securely to all trees when delivered. Plant labels shall be durable and legible, with information given in weather-resistant ink or embossed process lettering.
6. Trees shall be dipped in hydrogel and bagged.

Guarantee:

The Village of Lancaster shall have the right to final inspection of the trees and may reject any trees deemed unsuitable and/or not following planting stock guidance. The Bidder is

required to replace the tree(s) at no additional cost to the purchaser within five working days after notification to the bidder.

Species and Substitutions:

The tree species listed in the bidders list are all commonly available in the trade. The Village Arborist will submit project orders well in advance of Bare Root vendors' deadlines. Substitution of trees will not be permitted unless authorized in writing by the Purchaser. If proof is submitted, substantiated in writing, that a plant specified is not obtainable, consideration will be given to the nearest available size or similar variety, with a corresponding adjustment of the contract price.

PLANTING SPECIFICATIONS

DESCRIPTION OF MATERIALS

Common Name	Scientific Name(s)	Quantity
Flowering Crabapple	Malus 'Coralburst', Malus 'Lollipop', Malus 'Red Jewel'	10
Hawthorn	Crataegus crugalli ineris "Cruzam'	10
Redbud	Cercis Canadensis	14
Serviceberry	Amelanchier grandiflora "Robin Hill'	10
Mountain Ash Varieties	Sorbus spp.	10
Filbert	Corylus colurna	10
English Oak	Quercus robur	5
Hackberry	Celtis Occidentalis "Praire Sentinal'	5
Honeylocust	Gleditsia triacanthos var. inermis	5
River Birch	Betula nigra	4
Yellowwood	Cladrastis kentukea	5
Bur Oak	Quercus macrocarpa	6
Kentucky Coffeetree	Gymnocladus D "Espresso'	9
Sycamore	Platanus L.	6
Elm	Ulmus spp.	6
Tulip Tree	Liriodendron tulipifera	6

BID SHEET

Common Name	Latin Name	Quantity	Proposed Quantity (if less than bid request)	Unit Price	Total Price
Substitution Species					

*Substitution Species: Please list other species for consideration or as substitutions, in place of the listed species. Include quantity and pricing for the suggested species.

NAME OF BIDDER:

PHONE NO.:

ADDRESS EMAIL:

REMIT TO ADDRESS:

Signature of Bidder and Date:

In submitting this Bid, Bidder further represents that he/she has carefully reviewed all Bid documents including without limitation the Standard Conditions and Technical Specifications and has given the Village of Lancaster Clerk's Office written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the Bidding documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work and/or commodity for which this Bid is Submitted.

Signature of Bidder and Date:_____

NON-COLLUSIVE BIDDING CERTIFICATE

Village of Lancaster, New York

The undersigned, being one of the partners, the sole proprietor, or officer of the _____ Corporation or company hereby certifies in connection with its offer to furnish certain services and/or equipment to the Village of Lancaster, which said services and/or equipment may be described as follows:

That under the penalty of perjury and to the best of his knowledge and belief:

1. The prices in the bid to which this certificate is attached 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.

Signed and Sealed this _____ day of _____, 202__.

(Seal) _____

County of _____)
State of New York)ss.:

On the _____ day of _____, 202__, personally appeared before me _____(who is an officer of the _____ corporation, to wit: _____) (who is a partner in the _____ company), who resides at _____in the _____ of _____, State of New York, and he did affirm the above stated information to be true and correct to the best of his knowledge and under the penalty of perjury.
