VILLAGE OF LOWVILLE

GENERAL SPECIFICATIONS

FOR

ZINC ORTHOPHOSPHATE FOR WATER TREATMENT

INTENT: It is the intent of the Village of Lowville, New York, and therefore these specifications, to solicit bids for liquid Zinc Orthophosphate, to be used in the Village drinking water treatment process at the Village's Harold F. Woolschlager Water Filtration Plant.

AWARD OF CONTRACT/RIGHT TO REJECT: The contract for the purchase of materials and/or equipment specified herein will be awarded by the Village of Lowville to the lowest responsible, qualified bidder who is finally selected by the Village of Lowville.

In cases where two or more responsible bidders shall submit identical bids, the Village of Lowville may award the contract to either such bidder.

The Village of Lowville reserves the right to make such investigations as it deems necessary to determine the ability of the bidder to supply the materials and/or equipment, and the bidder shall furnish to the Village such information and date for this purpose as may be requested, including, but not limited to, the name and address of the manufacturer of the materials and/or equipment quoted on. The Village also reserves the right to reject any bid if the evidence submitted by the bidder or the investigation of such bidder fails to satisfy the Village that such bidder is properly qualified to carry out the obligations of the bid or to complete deliveries contemplated therein. The Village, in order to be assured of the responsibility of any bidder, reserves the right to review the premises of the bidder and to consider the service capabilities of the bidder. The Village further reserves the right to weigh its prior usage experience, if any, in the matters of efficiency and economy in the supply and delivery of all materials and/or equipment for which bids are received. No bid for materials and/or equipment may be accepted from or contract awarded to any supplier who is in arrears in taxes or upon debt or contract to or with the Village of Lowville, or who has defaulted as surety or otherwise upon a contract or obligations to the Village, or who may be otherwise disqualified under any act of the legislature not inconsistent with the Charter or Code.

In the event that no vendor is capable of meeting all requirements of the specifications, the Village reserves the sole right to decide whether a proposal does or does not substantially comply with the requirements of the specifications, to accept or reject any modifications in terms of vendor's bid proposals or any parts thereof, and also waive any irregularity, conformity, non-compliance with or any non-response to the specifications or any part thereof. The Village reserves the right to accept, order and contract hereunder to other than the lowest bidder.

Each party receiving and/or otherwise acquiring this bidding package acknowledges that, in the determination as to award of the ultimate contract the Village will exercise discretion in making the final decision. Each party submitting a bid does so recognizing that no cause of action or claim may arise in such party's favor in any way relating to the exercise of such discretion against the Village of Lowville or any person, firm, corporation, or other legal entity engaged by the Village of Lowville to assist in making the final decisions.

The Village of Lowville reserves the right to reject any bid that does not fully comply with the specifications set forth herein, and further reserves the right to reject any and all bids at any time before the contract is awarded. The Village Superintendent of Public Works will be the sole judge as to whether any bid complies fully with the said specifications. Any such decisions by the Superintendent shall be final and conclusive.

ESCALATOR PROVISIONS/SURCHARGES: The price bid by the bidder shall be the prices to be paid for all material and/or equipment to be furnished under this contract for the entire contract period. No increases in, or surcharges added to, the prices as bid will be allowed under any circumstances during the contract period. Any bid to which escalator clauses are added or appended by the bidder will be rejected as being informal.

OUT OF STATE CORPORATIONS: A certificate of authority to do business in the State of New York under Section 1312 of the Business Corporations Law of the State of New York must be submitted by all out-of-state corporations with their bid.

DELIVERY CONDITIONS: Material and/or equipment to be furnished under this contract shall be delivered in strict accordance with the specifications. The Village shall not be responsible for problems or delays in delivery.

APPLICABLE LAWS AND REGULATIONS: The consolidated law of the State of New York, all local laws, resolutions, and ordinances of the Village of Lowville in so far as they apply to the laws of competitive bidding contracts and purchases, are made a part hereof. The bidder to whom a contract shall be let, granted or awarded is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right title or interest therein, or his power to execute such contract to any other person or corporation, except as provided in Section 109 of the General Municipal Law of the State of New York.

All bidders are required to conform to all pertinent Federal, State, and Local rules and regulations in effect during the contract period governing the performance of this contract and the furnishing and delivery of the materials and/or equipment specified herein.

CERTIFICATION: Bidders must be a certified supplier for the materials and/or equipment they are bidding. Bidder also certifies and warrants that all material and/or equipment offered is in conformance with the specifications and is approved for the intended use as stated in specifications. The bidder acknowledges that the Village will rely upon expertise, skill, and judgment of the bidder in offering and furnishing suitable material and/or equipment which will perform satisfactorily for all intended uses as described hereinafter.

TAX EXEMPT STATUS: All purchases made for the Village of Lowville, New York, are tax exempt from sales tax pursuant to New York State Law, Section 1116(A) (1). The Village of Lowville is not required to have a sales tax number. Bidders may consider this the Village's statement that the Village is an exempt organization pursuant to Tax Law Section 1132(C) and that bidders are not required to collect sales tax on purchases made on behalf of the Village of Lowville. Therefore, the bid price shall not include any Local, State, or Federal taxes.

INSPECTION AND TESTING OF MATERIALS: Whenever in the specifications inspection and testing of materials is called for, the selection of bureaus, laboratories, and/or agencies for such inspection and testing is subject to approval of the Village. Satisfactory documentary evidence that the material has passed the required inspection and testing must be furnished to the Village prior to its use.

REQUIRED INFORMATION TO BE FURNISHED WITH BID: Bidder must submit detailed specifications and other pertinent data on the material and/or equipment he proposes to furnish. The Village, however, reserves the right to request additional information as deemed necessary for proper evaluation of bids.

QUALITY ASSURANCE: It is understood and agreed that the Village of Lowville reserves the right, during the term of the contract period, to satisfy itself as to the quality of materials delivered under the contract(s) resulting from this bid. If the Village receives complaints as to the quality of the materials being supplied by the contractor, the Village of Lowville reserves the right to have said material tested for the purposes of quality assurance by an independent testing agency selected by the Village. If the material furnished fails to meet the Village's bid specifications, at any time during the contract period, the contractor will be liable for all cost for removal and replacement of the unacceptable materials.

FAILURE TO SUPPLY: If the awarded bidder is unable to fulfill its obligations under the terms of the specifications, the Village of Lowville reserves the right to terminate the balance of the contract and reward the remainder of the contract to the next highest bidder. It will be the responsibility of the lowest bidder to pay the Village the cost difference between its bid and that of the next highest bidder.

WEIGHTS, MEASURES, AND VOLUMES: All weights, measures, and volumes shall be of U.S. measure.

COMPLIANCE WITH SPECIFICATIONS: If the material offered differs from the provisions contained in the specifications, all such differences must be explained in detail, and bid will receive careful consideration if such differences do not depart significantly from the intent of the specifications, and are to the best interest of the Village. Any exceptions, variations, or clarifications to the specifications must be set forth on separate sheet(s) in the bid, and attached to the bid form(s).

NON-COLLUSION: As required by New York State Municipal Law, Section 103, all bids must be submitted with a statement of non-collusion signed by an authorized agent of the bidder. No bid will be accepted without said statement.

BID PRICE: All prices shall be quoted as specified in the detailed specifications, F.O.B. Harold F. Woolschlager Water Filtration Plant, 7634 Number Four Road, Lowville, New York 13367. All prices quoted are to be in U.S. currency with duty and brokerage paid.

Zinc Orthophosphate Content

Zinc/PO4 ratio:	1/3
Poly/ Ortho ratio:	0/100
Total Phosphate:	21.5%
Orthophosphate:	21.5%
Polyphosphate:	0
Density:	11.0 lb/gallon
Specific Gravity:	1.32
pH Neat:	<1
MUL:	16mg/L