



**CITY OF WENTZVILLE
WENTZVILLE, MO 63385**

INVITATION FOR BID COVER PAGE

**IFB #: 16-465
TITLE: Lubricant Products For Vehicles
Bid Issued: August 18, 2016**

**CONTACT: Alice Winkelman
PHONE NO.: (636) 639-2026
EMAIL: alice.winkelman@wentzvillemo.org**

RETURN BID NO LATER THAN: September 8, 2016, 2:00 PM prevailing Central time

MAILING INSTRUCTIONS: The Bidder is to print or type **IFB Number, Return Due Date, and Title** on the lower left hand corner of the envelope or package. Delivered sealed bids must be in the Procurement Department by return bid date and time.

**RETURN BID TO: CITY OF WENTZVILLE
IFB #16-465
310 W. PEARCE BLVD
WENTZVILLE, MO 63385**

This document constitutes a request for sealed bids from qualified companies, individuals, and/or organizations to furnish the product and services as described herein. The bidder hereby declares understanding, agreement and certification of compliance to provide the product and services, at the prices quoted, in accordance with all requirements and specifications contained herein and the City of Wentzville Terms and Conditions. The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The bidder further agrees upon receipt of an authorized purchase order from the City of Wentzville is issued by an authorized official of the City of Wentzville, a binding contract shall exist between the bidder and the City of Wentzville.

BIDDER SIGNATURE REQUIRED

AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
COMPANY NAME	(Individual Or Partnership Or Corporation) STATE OF:
MAILING ADDRESS	PHONE NO.
CITY, STATE, ZIP	FAX NO.
FEDERAL EMPLOYER ID NO.	Missouri Charter Number (if licensed in MO)
EMAIL ADDRESS	

PART ONE - STANDARD INSTRUCTIONS TO BIDDERS

1.0 GENERAL INFORMATION

The City of Wentzville is seeking to establish a contract for the purchase of lubricant products for vehicles. **The City will order products on an as needed basis.**

Contract Period: November 17, 2016 through November 16, 2017.

1.1 CHECKLIST FOR SUBMITTING A BID:

This checklist is provided for the Bidder's information only and is not part of the Specifications and Contract Documents.

Bid package submittal shall consist of 1 original and 1 copy of the following:

- BID COVER PAGE, Page #1
- Bid Pricing Page completely filled out, properly executed by Bidder including manual signature
- Product spec sheet for each item
- Non-Collusive Affidavit filled out on the form provided
- Any addenda issued to this bid

Bid Quotation and all required attachments enclosed in a sealed envelope and

- ✓ Marked with Bid Number and Bid Title
- ✓ Marked with name of Bidder
- ✓ Due Date of Bid

1.2 FAX / EMAIL:

The City of Wentzville for this IFB will not accept bid submissions by fax or email.

1.3 All bid pricing must be submitted on the City's IFB Pricing Pages.

1.4 QUESTIONS AND UPDATES:

A. Bidders are encouraged to submit written questions through the Procurement Department's contact person shown on the Invitation for Bid Cover Page. In order to ensure all potential respondents receive the same information, the City will post its response on the City's website

http://www.wentzvillemo.org/departments/procurement/current_bidding_opportunities.php.

Bidders are responsible for checking the City's website for the issuance of any addendums. The Bidding Opportunities website shall be the official site for information as related to this IFB. Any documentation posted elsewhere will not be applicable should a bidder use the information as related to a contract protest. Please visit this site periodically to check for any additional information.

B. Any information provided to a bidder outside of the procedural guidelines of this IFB shall be considered not to be valid and will not be considered during the evaluation process.

C. To ensure fair consideration for all bidders, the City prohibits communication to or with any City department(s), board member(s), or employee(s) during the submission

process, except as provided above. Additionally, the City prohibits communications initiated by a bidder to the City official(s) or employee(s) evaluating or considering the bids prior to the time an award decision is made. Any communication between Bidder and the City will be initiated by the appropriate City official(s) or employee(s) in order to obtain information or clarification needed to develop a proper, accurate evaluation of the bid. Such communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration for award of the bid and/or any future bid(s).

D. The City may add, delete, or amend services as it may deem advisable. Any and all addendums or amendments as related to this IFB must be processed and approved through the City's Procurement Department to be applicable to this IFB.

1.5 PREPARATION OF BIDS:

A. Bidders are expected to examine the Specifications, delivery schedule, requirements and all instructions of the Invitation for Bid. Failure to do so will be at Bidder's risk. In case of a mistake in extension, the unit price(s) will govern.

B. All supplies and equipment offered in a bid must be new and of current production unless the Invitation for Bid clearly specifies that used or reconditioned supplies or equipment may be offered.

1.6 PRICE:

A. All prices shall be as indicated on the Pricing Page. The City shall not pay nor be liable for any other additional costs including but not limited to fuel, fuel surcharges, taxes, shipping and handling charges, personnel, time, travel, vehicles, mileage, insurance, interest, penalties, termination payments, attorney fees, liquidation damages, etc.

B. Unless otherwise indicated, prices quoted shall be firm for acceptance for ninety (90) calendar days from bid opening and for the specified contract period.

1.7 DEVIATION OF SPECIFICATION:

Any bidder deviating from the specifications must provide supportive documentation explaining such deviation. The supportive documentation is required with the bid submission.

1.8 OPEN COMPETITION:

Any manufacturer's name, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand of product that meets or exceed the specifications. Determination of equivalency shall rest solely with the City. Bids that do not comply with the requirements and specifications, are subject to rejection without further consideration.

1.9 ESTIMATED QUANTITY:

The quantity specified in this IFB is an estimate only. If the City requires more or less material than stated, the Seller shall furnish and deliver the City's requirements at the contracted unit price. The Seller shall not be entitled to damages and/or additional compensation by reason of quantity reductions.

1.10 MODIFICATION OR WITHDRAWALS OF BIDS:

Bids may be modified or withdrawn by written notice received prior to the official closing date and time specified. A bid may also be withdrawn or modified in person by the Bidder or his authorized representative provided proper identification is presented before the official closing date and time. Verbal phone requests to withdraw or modify a bid will not be considered. After the official closing date and time, no bid may be modified or withdrawn.

1.11 INCURRED EXPENSES:

The City is not responsible for any expenses which bidders may incur in preparing and submitting bids called for in this Invitation for Bid.

1.12 BID OPENING:

The bid opening shall be public on the date and at the time specified on the Invitation for Bid document.

1.13 TABULATIONS:

The bid tabulation will be posted on the City's website http://www.wentzvillemo.org/departments/procurement/bid_tabulations.php

1.14 All bids become the property of the City. If any proprietary information is contained in the bid, it should be clearly identified. Marking the entire bid as proprietary will be neither accepted nor honored. If a request is made to view a Bidder's bid submission, the City will comply according to Missouri Sunshine Law.

1.15 PAYMENT:

Bidder shall be paid the amount quoted on the Pricing Page. The Bidder shall submit all invoices complete with necessary support documentation to City and City shall make payment within 30 days of receipt of an invoice after satisfactory performance of the delivery and receipt of the products as shown on the Pricing Page.

1.16 COMPLIANCE WITH TERMS AND CONDITIONS:

The Bidder is cautioned when submitting pre-printed terms and conditions regarding proprietary information, copyright, usage restrictions, license agreements, etc., to make sure such documents do not contain other terms and conditions which conflict with those of the IFB and its contractual requirements.

1.17 BUY AMERICAN:

Bidders are encouraged to purchase American-made equipment and products.

1.18 BUY STATE OF MISSOURI PREFERENCE:

Bidders are encouraged to purchase commodities and tangible property manufactured, produced, or grown within the local area and in State of Missouri and from all firms, corporations, or individuals with licensed businesses in the State of Missouri. This guideline pertains to all commodities and tangible property when quality is equal or better and the delivered price is the same or less, or when competing bids, in their entirety, is comparable.

1.19 CITY SEAL, FLAG AND LOGO:

In accordance with City of Wentzville Ordinance No. 2633, the City of Wentzville logo is a registered trademark. The City logo is not to be used in bid submissions or advertisements. The Bidder agrees that it shall not use in any form or medium the name of the City for any advertising unless it receives the prior written consent of the Board of Aldermen of the City.

1.20 The City of Wentzville hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this solicitation, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

PART TWO - SPECIFICATIONS

2.0 GENERAL INFORMATION

A. Schedule:

The following schedule of events is anticipated by the City. The City may, at its' discretion, revise the schedule of events at any time as may be in the best interests of the City.

Publish the Invitation for Bid	August 18, 2016
Deadline for Questions from Bidders	August 26, 2016
City's Response to Questions	August 30, 2016
Bid Due Date	September 8, 2016

B. Delivery:

The Bidder shall deliver in accordance with the contracted delivery time specified in the bid or City-issued Purchase Order. Noncompliance with this specification may be viewed as noncompliance with the bid specifications. Failure of the Bidder to complete delivery as stated in the bid; the City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not completed within the time frame(s) specified in the bid. If the Bidder fails to complete authorized deliveries as specified; the City reserves the right to obtain services by any means the City deems necessary to fulfill the City's requirements. The Bidder shall be required to reimburse the City the cost differential of the City's payment for services and that of the contracted price.

Deliver to the following address **F.O.B. Destination:**
City of Wentzville/Public Works
200 East Fourth St.
Wentzville, MO 63385

C. All products delivered must clearly labeled describing the product specifications and grade classification.

D. Inspection and Acceptance:

No material received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective, or which does not conform to any warranty of the Bidder herein, upon inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Bidder's expense for full credit or replacement. Such right to return offer to the City arising from the City's receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the City may have therefore.

E. Warranty:

Bidder expressly warrants that all articles, materials and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the City and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall not be deemed waived either by reason of the City's acceptance of said material or goods or by payment for them.

F. Qualifications of Bidders:

A bidder must be either the manufacturer or an authorized agent of the manufacturer.

G. Price Adjustments:

The Supplier may request price increases if Supplier provides written confirmation of the manufacturer's price change submitted on manufacturer's letterhead. Any price increase incurred to the City shall be as a result of actual increased cost passed from the manufacturer, excluding any additional profits to the Supplier. The City reserves the right to verify requested price increases. If the manufacturer's price decreases, the City has the right to similar decrease in costs.

2.1 SPECIFICATIONS

2.1. All lubrication products being bid must consist of “first refined” chemical compositions and meet all current vehicle manufacturer’s requirements. First Refined lubricating products are heavy distillates and residuum (heavy fuel oil, lubricating oils, wax, asphalt) that have as their base distillates primary distillates that have not been recycled or reconstituted from used oils or distillates.

A. Brake Fluid, Pyroil DOT 3 or equal, must meet or exceed the following requirements:

Meet ISO 22241

Must be API certified

Be non-toxic, non-flammable, & non-hazardous

Have minimum of 2 years shelf life.

B. Hydraulic Oil - 68aw, must meet or exceed the following requirements:

Meet ISO 22241

Be API certified

Be non-toxic, non-hazardous and non-flammable

Be premixed with pure water

Have a minimum shelf life of 2 years

C. Valvoline 813, or equal, must meet or exceed the following requirements:

Meet ISO 22241

Be API certified

Be non-toxic, non-hazardous and non-flammable

Be premixed with pure water

Have a minimum shelf life of 2 years

- D. Hydro SAE 10w, or equal, must meet or exceed the following requirements:**
Meet ISO 22241
Be API certified
Be non-toxic, non-hazardous and non-flammable
Be premixed with pure water
Have a minimum shelf life of 2 years
- E. Synthetic Gear Lubricant, SAE 80w90 multi-gear oil: must meet or exceed the following requirements:**
Formula 500 API service gl-5
Meet ISO 22241
Be API certified
Be non-toxic, non-hazardous and non-flammable
Be premixed with pure water
Have a minimum shelf life of 2 years
- F. Wheel Bearing Grease: Dominion H-2, or equal, must meet or exceed the following requirements:**
Hi-Temp Disc Brake Wheel Bearing Grease
- G. Diesel Exhaust Fluid, Blue DIF or equal, must meet or exceed the following requirements:**
Meet ISO 22241
Be API certified
Be non-toxic, non-hazardous and non-flammable
Be premixed with pure water
- H. Lubrication Oils----SAE 10w30, 15w40, 0w20, 5w30, 15w50**
Premium grade, heavy duty motor oil, or equal, must meet or exceed the following requirements:
10w30, 15w40, 15w50 & CJ-4 must meet GF-5 API, SL classification type
0w20 & 5w30 must meet API, SM classification type
15w40 must also meet CJ-4 requirements, as defined by American Petroleum Institute and accepted by The Society of Automotive Engineers

- I. Transmission Fluid---Dexron VI, or equal**, must meet or exceed the following requirements:
Meet ISO 22241
Be API certified
Be non-toxic, non-hazardous and non-flammable
Be premixed with pure water
Have a minimum shelf life of 2 years
- J. Power Steering Fluid, GM9985010 or 1050017 or equal**, must meet or exceed the requirements.
- K. Brake Cleaner - non-chlorinated, P/N AZP-10 or equal**, must meet or exceed the requirements:
Leaves no residue
- L. Pressure Gun Lubricant, extra press, PermaLube NKGI*2, or equal**, must meet or exceed the following requirements: Multi-Purpose
Chassis lubricant, per NLGI grade
This product shall be of a soapy type lithium complex base grease
Must not contain molybdenum disulfide, with a dropping point of no less than 260° along with a viscosity of 220CST at 40° to 17.5CST
At 100° Wheel bearing test, ASTM D 1263, leakage gram max: 5
Corrosion prevention, ASTM D 1743: pass brine sensitivity GM spec.
6031-M: pass, torque stability GM spec
6031-m, torque max. in lb. 160 max
133 wear, mobile grease HP, or equal.
- M. Anti-freeze, Engine Coolant:** must meet or exceed the following requirements:
Extended life, universal, pre-diluted 50/50, mixes with any color antifreeze.
Freeze point -34 °F
Boiling point +265 °F
- N. Windshield Washer Fluid**
Rain-X brand or equal, must meet or exceed the following requirements:
-20 F, freeze point.

**INVITATION FOR BID #16-465
LUBRICANT PRODUCTS FOR VEHICLES
PRICING PAGE**

The Bidder shall provide the following bid prices for providing services in accordance with the provisions and requirements stated herein. All costs (shipping/handling, personnel, time, travel, fuel, fuel surcharge, vehicles, mileage, reporting, or other costs) associated with providing the services listed below shall be considered incidental and are to be included in the bid price. **Deliveries shall be FOB Destination. Transportation, delivery, and drum deposit charges shall be included in the prices bid.**

Item #	DESCRIPTION	ESTIMATED QUANTITY	BRAND & PRODUCT # BIDDING	UNIT PRICE
A.	Brake Fluid, Pyroil DOT 3 or equal, 55 Gallon Drum	1 each		
B.	Hydraulic Oil - 68aw: 55 gallon drum	7 each		
C.	Valvoline 813 or equal, 55 gallon drum	1 each		
D.	Hydro SAE 10w, or equal, 55 gallon drum	1 each		
E.	Synthetic Gear Lubricant, SAE 80w90 multi-gear oil: 55 gallon drum	1 each		
F.	Wheel Bearing Grease: Dominion H-2, or equal: 1 lb. Tub	4 each		
G.	Diesel Exhaust Fluid, Blue DIF or equal: 55 gallon drum	2 each		
H.1.	Lubrication Oils----SAE 10w30, 55 gallon drum	4 each		
H.2.	Lubrication Oils----SAE 15w40, 55 gallon drum	9 each		
H.3.	Lubrication Oils----SAE 0w20, 55 gallon drum	5 each		

Item #	DESCRIPTION	ESTIMATED QUANTITY	BRAND & PRODUCT # BIDDING	UNIT PRICE
H.4.	Lubrication Oils----SAE 5w30, 55 gallon drum	12 each		
H.5.	Lubrication Oils----SAE 15w50, 55 gallon drum	1 each		
I.	Transmission Fluid---Dexron VI or equal: 55 gallon drum	3 each		
J.	Power Steering Fluid, GM9985010 or 1050017 or equal: 55 gallon drum	1 each		
K.	Brake Cleaner - non-chlorinated, P/N AZP-10 or equal: 55 gallon drum:	3 each		
L.	Pressure Gun Lubricant, extra press, PermaLube NKGI*2, or equal; 14 ounce tubes Indicate size of tube: _____oz Indicate # of tubes/cs: _____/cs	140 each		
	OPTIONAL ITEMS:			
M.	Anti-freeze, Engine Coolant: 55 gallon drum	3 each		
N.	Windshield Washer Fluid, Rain-X or equal: 55 gallon drum	4 each		

Estimated Delivery Date after receipt of order: _____ days

Minimum dollar amount of an order for free delivery: \$_____

Bid prices valid for 90 days from bid opening unless indicated otherwise (show date): _____

Company Legal Name: _____

Address: _____

Signature: _____ Print Name: _____

Phone: _____ Fax: _____

Email: _____

State in which bidding company is incorporated: State of _____ and the

State Registration Number: _____

**INVITATION FOR BID #16-465
LUBRICANT PRODUCTS FOR VEHICLES
PART FOUR**

4.0 BID EVALUATION AND AWARD

4.1 Method of Award:

The solicitation shall be awarded to the lowest, responsive, responsible bidder. The City reserves the right, in its sole discretion, to reject any or all bids, or portions thereof, to waive technicalities or deficiencies in any or all the bids. The City of Wentzville reserves the right to cancel this IFB in part or in its entirety. This IFB does not commit the City of Wentzville to award a contract or to pay any costs to bidders in preparation of their bid.

The City may or may not award the Optional Items.

- 4.2 Per City of Wentzville Procurement Policy of March 25, 2015, for the purchase of goods valued at or above \$25,000, where a responsive, responsible local proposer meets all specifications and submits a bid that is within 5% of the lowest, responsive, responsible proposer, the local proposer will be provided an opportunity to match the same price, terms and conditions of the lowest, responsive, responsible proposer, and if it does match such bid, then the award will go to the local proposer unless otherwise prohibited by law. A local proposer is defined as having a City Business license as required by Section 605.040 of the Wentzville Municipal Code.

NON-COLLUSIVE AFFIDAVIT OF PRIME BIDDER

State of Missouri)
S.S.
County of _____)

_____, being first duly sworn, deposes and says that:

1. They are the (owner, partner, officer, representative, or agent) of _____, the Bidder that has submitted the attached Bid;
2. They are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such bid is genuine and is not a collusive or sham bid; and that all statements made and fact set out in the Proposal are true and correct;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest including this affidavit, has in any way colluded, considered, connived, or agreed, directly or indirectly with any other bidder, firm, or person, to submit a sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract; or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm, or person to fix the price or prices in the attached Bid or of any other bidder, or to fix the overhead, profit, or cost element of the Bid price of the other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Wentzville or any person interested in the Proposed Contact.
5. The price or prices quoted in the attached Bid are fair and proper, and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit; and
6. They further certify that bidder is not financially interested in or financially affiliated with any other Bidder on this project.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2016.

Notary Public

My Commission expires: _____

Presented as Sample
AGREEMENT FOR THE SALE OF GOODS
CONTRACT #16-465

THIS AGREEMENT FOR THE SALE OF GOODS (this "Agreement"), is made and entered into as of this ____ day of _____, 2016, by and between _____, a _____ having a principal office at _____ (the "Seller"), and the City of Wentzville, a Missouri municipal corporation located in St. Charles County (the "City"). *All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Contract Documents (as hereinafter defined).*

RECITALS

- A. In response to INVITATION FOR BID #16-465 of the City requesting bids for certain Lubricant Products for Vehicles, the Seller has submitted a certain bid in accordance with the Bid Documents to perform the Services.
- B. After due consideration, the City has accepted the bid response of the Bidder, and the parties hereto desire to enter into this Agreement whereby the Bidder shall undertake the performance of the Services in accordance with the Contract Documents and the City shall pay the Bidder as hereinafter specified.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises hereinafter set forth the City and the Bidder hereby agree as follows:

- 1. **Contract Documents.** This Agreement shall consist of: (i) IFB #16-465 including, without limitation:
 - a. Bid Cover Page
 - b. Bid Pricing Page(s) completely filled out
 - c. Non-Collusive Affidavit filled out on the form provided
 - d. Any addendums issued to the bid
 - e. Invitation for Bids
 - f. Supporting Documentation
 - g. Executed Agreement for Sale of Goods
 - h. Terms and Conditions
 - i. Notice of Award issued by City
 - j. Notice to Proceed issued by City
- 2. **Term:** The term of this Agreement shall be November 17, 2016 through November 16, 2017, subject to the "Multi-year contracts; Non-appropriation" paragraph below.
- 3. **Description of Goods.** Seller agrees to transfer and deliver to Buyer, on or before date stated on Pricing Page, the goods described in Seller's PRICING PAGE incorporated herein by reference.

- 4. Payment Terms:**

Seller shall be paid the amount quoted on Pricing Page. The Seller shall submit all invoices complete with necessary support documentation to City and City shall make payment within 30 days of receipt of an invoice after satisfactory performance of the delivery and receipt of the products as shown on Pricing Page. Payment Terms are net 30 days. Remit Address is City of Wentzville, Accounts Payable, 5 W. Pearce Blvd., Wentzville, MO 63385.
- 5. Multi-year contracts; Non-appropriation:**

Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.
- 6. Termination:**

The City shall have the right to terminate the Agreement at any time for any reason by giving Seller written notice to such effect. City shall pay to Seller in full satisfaction and discharge of all amounts owing to Seller under the Contract an amount equal to the cost of all Services performed by Seller up to such termination date, less all amounts previously paid to Seller. Seller shall submit to City its statement for the aforesaid amount, in such reasonable detail as City shall request, within thirty (30) days after such date of termination. City shall not be liable to Bidder for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Services.
- 7. Delivery:**

Seller will arrange for delivery through a carrier chosen by Seller, the costs of which shall be F.O.B. City of Wentzville.
- 8. Risk Of Loss:**

The risk of loss from any casualty to the Goods, regardless of the cause, will be the responsibility of the Seller until the Goods have been received and accepted by the City.
- 9. Acceptance:**

City will have the right to inspect the goods upon receipt, and within ten (10) business days after delivery, City must give notice to Seller of any claim for damages on account of condition, quality, or grade of the goods, and City must specify the basis of the claim in detail. All notices between the parties must be in writing and delivered by courier or by U.S. mail.
- 10. Charges:**

Seller shall invoice City upon and for each shipment. City shall pay all charges on terms of the PRICING PAGE.
- 11. Warranty:**

Seller warrants that the goods sold hereunder are new and free from substantive defects in workmanship and materials. Seller warrants that the goods are free from any and all security interests, liens, and encumbrances.

12. Taxes:

The City is exempt from sales tax.

13. Governing Law:

This Agreement shall be governed by the laws of the State of Missouri. Any disputes hereunder will be heard in the appropriate federal and state courts located in or serving St. Charles County, Missouri.

14. Force Majeure:

City or Seller may, without liability, delay performance or cancel this Agreement on account of force majeure events or other circumstances beyond its control, including, but not limited to, strikes, acts of God, political unrest, embargo, or casualty.

15. Miscellaneous:

This Agreement contains the entire agreement between the parties and supersedes and replaces all such prior agreements with respect to matters expressly set forth herein. No modification shall be made to this Agreement except in writing and signed by both parties. This Agreement shall be binding upon the parties and their respective heirs, executors, administrators, successors, assigns and personal representatives.

Firm Name

Signature

Name & Title

Address

Date

CITY OF WENTZVILLE, MISSOURI

Name & Title

Date

ATTEST:

City Clerk

TERMS AND CONDITIONS

- A.** This contract expresses the complete agreement of the parties and performance shall be governed solely by the terms and conditions contained herein. Changes, additions or modifications hereto must be in writing and signed by the Procurement Director.
- B. DELIVERY:** Time is of the essence of this order. If deliveries or completion time are not made at the time agreed upon, the City reserves the right to cancel or to purchase elsewhere and hold Seller liable for any re-procurement costs.
- C. SHIPMENT:** Deliveries shall be FOB Destination unless otherwise specified by the City.
- D. EQUIPMENT:** The unit shall be new, and of current production model. All equipment, parts, special tools and features not specifically mentioned which are considered to be standard and/or necessary for the unit to be complete and ready for day-to-day operation shall be included. The equipment and/or materials provided shall comply or exceed all applicable Federal and State of Missouri safety, health, lighting and noise regulations and standards in effect and applicable to equipment furnished at the time of manufacture and comply with SAE definitions and standards. The equipment furnished under this specification shall be the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. All parts shall conform in strength, quality, and represents that all equipment offered under this specification shall be new. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.
- E. INSPECTION AND ACCEPTANCE:** No material received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective, or which does not conform to any warranty of the Seller herein, upon inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Seller's expense for full credit or replacement. Such right to return offer to the City arising from the City's receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the City may have therefore.
- F. WARRANTY:** Seller expressly warrants that all articles, materials and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the City and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall not be deemed waived either by reason of the City's acceptance of said material or goods or by payment for them.
- G. DELIVERY PERFORMANCE:** The Seller shall deliver in accordance with the contracted delivery time specified in the Contract or City-issued Purchase Order. **All orders must be shipped FOB Destination.** Noncompliance with this specification may be viewed as noncompliance with the bid specifications.
- H. NONCOMPLIANCE WITH DELIVERY:** Failure of the Seller to complete delivery as stated in paragraph G above; the City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not completed within the time frame(s) specified in the referenced paragraph. If the Seller fails to complete authorized deliveries as specified; the City reserves the right to obtain services by any means the City deems necessary to fulfill the City's requirements. The Seller shall be required to reimburse the City the cost differential of the City's payment for services and that of the contracted price.
- I. SUBSTITUTIONS:** The Seller shall not substitute any item(s) that has been awarded to the Seller without the prior written approval of the City's applicable Director and executed by the Procurement Director. Any product substitution must be of equal or better functionality and of equal or lower pricing.