



**CITY OF WENTZVILLE
WENTZVILLE, MO 63385**

INVITATION FOR BID COVER PAGE

IFB #: 16-289
**TITLE: ROCK SALT, FURNISHED AND
DELIVERED**
Bid Issued: March 28, 2016

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

RETURN BID NO LATER THAN: April 14, 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 #16-289
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	

INVITATION FOR BID # 16-289
ROCK SALT, FURNISHED AND DELIVERED
PART ONE - STANDARD INSTRUCTIONS TO BIDDERS

1.1 GENERAL INFORMATION & 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
- ✓ 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 / E-MAIL:

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

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.

C. All prices shall be as indicated on the Pricing Page. Any additional charges must be shown on the pricing page and must be tied to an appropriate Index.

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 Bidder shall furnish and deliver the City's requirements at the contracted unit price. The Bidder 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.

**INVITATION FOR BID # 16-289
ROCK SALT, FURNISHED AND DELIVERED
PART TWO - SPECIFICATIONS**

2.0 GENERAL INFORMATION

- a. The City of Wentzville is seeking to establish a contract for the purchase of Rock Salt with an established firm that meets all of the criteria as established within this Invitation for Bid. The qualified Bidder will be required to provide products as outline on the Pricing Pages as required by the City.

- b. Historical usage:
 - 2015: 930 tons of rock salt
 - 2014: 1,533 tons of rock salt
 - 2013: 2,923 tons of rock salt
 - 2012: 1,573 tons of rock salt
 - 2011: 1,886 tons of rock salt

- c. **Contract Period – Date of award through April 30, 2017**

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	March 28, 2016
Deadline for Questions from Bidders	April 4, 2016
City's Response to Questions	April 5, 2016
Bid Due Date	April 14, 2016

2.2 SPECIFICATIONS

- a. Bid prices will be F.O.B. Destination to Public Works, 200 E. Fourth St. Wentzville, MO. 63385.

- c. Bid prices shall remain firm for the duration of the contract.

- d. Shipments of crushed rock salt will be in truckload lots of approximately 23 tons.

- e. **Specifications for crushed rock salt material:**
This specification covers sodium chloride, obtained from natural deposits (rock salt) or produced by man (evaporated, solar, other) for use as a de-icier for maintenance purposes.

- f. **Chemical Composition:**
The minimum percent sodium chloride (NaCl) shall be as follows for the material ordered, Sodium Chloride (NaCl) Content shall be no less than 95.0 percent. Salt must meet ASTM D632 Specifications for Sodium Chloride Type I, Grade 1.

g. Gradation:

The rock salt shall comply with the following gradation requirements:

SIEVE SIZE	PERCENT PASSING (BY WEIGHT)
½" (12.50 mm)	100
3/8 in. (9.50 mm)	95 - 100
No. 4 (4.75 mm)	20 - 90
No. 8 (2.36 mm)	10 - 60
No. 30 (0.600 mm)	0 – 15

h. Condition:

Anticaking Agent: Salt furnished under this contract shall be free flowing and granular. All bulk salt shall be treated with an approved conditioner, such as sodium ferrocyanide, to prevent caking while in storage. This treatment shall be prior to shipping product from the origin (natural deposits/artificially produced). This conditioner shall be visible and introduced uniformly throughout the salt at a maximum rate of 50 parts per million or 0.0050 percent. The sodium chloride shall arrive at the delivery point in a free-flowing and usable condition.

i. Moisture:

The moisture content at the delivery point shall not exceed 2.0 percent based on dry weight.

j. Foreign Material:

Sodium chloride shall be relatively free from any foreign material at the delivery point. Residue from truck beds such as coke, grain, or other materials not germane to sodium chloride will be cause for rejection. Any oversize foreign material will result in immediate rejection.

k. Basis of Acceptance:

Rock salt furnished under this contract will be accepted on the basis of the producer certifying, in writing, the salt will be in compliance with the specifications for the duration of the contract period. The Letter of Certification must be furnished upon notification of award within 7 days. The certification must be on the producer's letterhead, signed by the producer's representative and display the seal and signature of a Notary Public.

l. Random Sampling:

Random sampling of material will be done and if material is found to be of low salt content or out of gradation range a charge of 20% of the per ton price will be deducted from current invoices. Sampling and testing may be done in accordance with ASTM D632. The final decision will be with the Department of Public Works, Street Operations Division.

m. Delivery:

Time required for delivery is hereby made an essential element of the bid.

Shipping Requirements

All deliveries shall be F.O.B. Destination. Destination shall mean delivered to the receiving dock or other point specified in the purchase order. The City of Wentzville assumes no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency. The successful supplier shall be responsible for filing, processing and collecting all damage claims. The successful bidder shall deliver the completed unit at their expense to the location specified by the City of Wentzville.

City of Wentzville
Street Department
200 E. Fourth Street
Wentzville, MO 63385

Delivery: Monday through Friday, 7:00 a.m. – 3:30 p.m.

The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified:

Deliveries are to be made during normal working hours (except holidays) between 7:00a.m. and 3:30p.m. Monday through Friday.

Orders will be placed by telephone, Email or fax stating the location and quantity needed.

Delivery by the Bidder is to be accomplished within 72 hours after receipt of the order.

If the Bidder cannot make delivery as stated, the City of Wentzville reserves the right to purchase rock salt by any means it deems necessary to fulfill requirements.

- n. Hand written tickets will not be acceptable.
- o. Salt purity will be a minimum of 95% sodium chloride content.
- p. The Bidder will be notified immediately of material not meeting specifications and will be expected to take action to correct the problem. If problems persist, all shipments from that Bidder will cease and contract termination may result.
- q. In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.

2.3 PERFORMANCE REQUIREMENTS

- a. The Bidder 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.**
- b. Noncompliance With Delivery: Failure of the Bidder to complete delivery as stated in paragraph 2.3.a. 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 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.

**INVITATION FOR BID # 16-289
ROCK SALT FURNISHED & DELIVERED
PART THREE
PRICING PAGE**

All prices shall be as indicated on this Pricing Page. Any additional charges must be shown below and must be tied to an appropriate Index.

Estimated usage for one winter season: 1,800 tons (plus or minus 360 tons)

Price per Ton: \$_____

Delivery by the Bidder is to be accomplished within 72 hours after receipt of the order.

Bid prices valid until (show date): _____
(Bid prices must be valid for a minimum of 90 days from Bid Due 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: _____

BIDDERS MUST PROVIDE PRODUCT SPECIFICATION SHEET WITH BID.

**INVITATION FOR BID # 16-289
ROCK SALT, FURNISHED AND DELIVERED
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 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.

- 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
ROCK SALT FURNISHED AND DELIVERED
CONTRACT #16-289

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 #16-289 of the City requesting bids for certain rock salt, 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 Seller, and the parties hereto desire to enter into this Agreement whereby the Seller shall undertake the performance of the Services in accordance with the Contract Documents and the City shall pay the Seller as hereinafter specified.

AGREEMENT

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

1. **Contract Documents.** This Agreement shall consist of: (i) IFB #16-289 including, without limitation:
 - a. Invitation for Bids
 - b. Bid Cover Page
 - c. Bid Pricing Page(s) completely filled out
 - d. Non-Collusive Affidavit filled out on the form provided
 - e. Any addendums issued to the bid
 - f. Supporting Documentation
 - g. Executed Agreement for Sale of Goods
 - h. Terms and Conditions
 - i. Notice of Award issued by City

2. **Term: The Agreement shall become effective upon its execution by all parties and shall expire on April 30, 2017.** The City reserves the right to terminate this contract in accordance with paragraph 3 of this Agreement.

3. **Description of Goods.** Seller agrees to transfer and deliver to Buyer, within the timeframe specified on the 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 Exhibit A. 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 Exhibit A. Payment Terms are net 30 days. Remit Address is City of Wentzville, Accounts Payable, 5 W. Pearce Blvd., Wentzville, MO 63385.

5. *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 Seller for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Services.

6. *Delivery*. Seller will arrange for delivery through a carrier chosen by Seller, the costs of which shall be F.O.B. City of Wentzville.

7. *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.

8. *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.

9. *Charges*. Seller shall invoice City upon and for each shipment. City shall pay all charges on terms of the PRICING PAGE.

10. *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.

11. *Taxes*. The City is exempt from sales tax.

12. *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.

13. *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.

14. *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.

SELLER

By: _____
Signature

Name & Title

Date

CITY OF WENTZVILLE, MISSOURI

By: _____

Date

ATTEST:

City Clerk

**CITY OF WENTZVILLE, MISSOURI
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 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.

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.

J. **MATERIAL SAFETY DATA SHEETS:** The Seller shall be required to provide a Material Safety Data Sheet for all applicable products at the time of delivery to the City of Wentzville.