BIL NO.: 20-0510

INTRODUCED BY: COUNCIL MEMBER(s) Hendrickson

AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR PROPOSALS FOR AUTOMOTIVE PARTS AND SUPPLIES 2020; AND AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE ANY NECESSARY AGREEMENTS OR CONTRACTS TO EFFECTUATE THE AWARD OF THE BIDS AND PROPOSALS.

WHEREAS, Jefferson County, Missouri, (hereafter, the “County”) in response to certain Invitations for Bids and Requests for Proposals issued by the County, received bids and proposals for the following items or services:

BID NAME

Automotive Parts and Supplies 2020

NUMBER OF BIDS RECEIVED

4

DATE OF BID OPENING

4-7-2020

WHEREAS, after reviewing the bids and proposals set forth above, the Department of Public Works, Division of Fleet Services has determined that certain bids

FILED

MAY 15 2020

Page 1 of 5
and proposals represent the best bid for the respective items or services and met the bid or proposal specifications issued by the County; and

WHEREAS, the Jefferson County, Missouri, Council finds it is in the best interest of the County to award the bids and proposals to Auto Tire and Parts, Reuther Ford Inc., Pevely Plaza Auto Parts, and O’Reilly Auto Parts for a term from the date of approval to 5-10-21 upon approval by the County Council and County Executive for up to $75,000.00 per term, for total amount not to exceed $75,000.00 for the term, subject to budgetary limitations.

BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,

AS FOLLOWS:

Section 1. The County awards the following bids and proposals which are incorporated by this reference as if fully set out herein, to the lowest and best vendor(s) bidding for each respective item or service as follows:

<table>
<thead>
<tr>
<th>BID NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Automotive Parts and Supplies 2020</td>
</tr>
</tbody>
</table>

| TERM | |
| Date of approval to 5-10-21 |

| AMOUNT | |
| Up to $75,000.00 per term, for total amount not to exceed $75,000.00 for the term, subject to budgetary limitations |
AWARDED BIDDERS

Auto Tire and Parts (A1)
Reuther Ford Inc. (A2)
Pevely Plaza Auto Parts (A3)
O’Reilly Auto Parts (A4)

Section 2. The Jefferson County, Missouri, Council hereby authorizes the
County Executive to execute the agreements attached hereto incorporated herein by
Reference as Exhibits “A1 through A4” and any agreements or contracts necessary to
effectuate the award of the bids and proposals set forth in this Ordinance. The County
Executive is further authorized to take any and all actions necessary to carry out the intent
of this Ordinance.

Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses
thereo, and any contracts or agreements shall be maintained by the Department of the
County Clerk consistent with the rules and procedures for the maintenance and retention
of records as promulgated by the Secretary of State.

Section 4. This Ordinance shall be in full force and effect from and after its
date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
shall not affect the remainder of this Ordinance.
THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE 
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:

Council Member District 1, Brian Haskins    yes  
Council Member District 2, Renee Reuter     yes   
Council Member District 3, Phil Hendrickson yes   
Council Member District 4, Charles Groeteke yes   
Council Member District 5, Tracey Perry     yes    
Council Member District 6, Daniel Stallman  yes    
Council Member District 7, James Terry      yes    

THE ABOVE BILL ON THIS 11th DAY OF May, 2020:

☑  PASSED      ☐ FAILED

Phil Hendrickson, County Council Chair

Pat Schlette, Council Executive Assistant
THIS BILL WAS X APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 14TH DAY OF MAY, 2020.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF __________, 2020.

Dennis J. Gannon
Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:

Ken Waller
Ken Waller, County Clerk

Reading Date: 05-11-2020
JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG

Invitation for Bid: AUTOMOTIVE PARTS AND SUPPLIES 2020

Date Issued: 2-28-2020

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, APRIL 7, 2020 AT 2:00 P.M. LOCAL TIME.

DAVID MIKUSCH
Department of Public Works
636-797-6017
dnikusch@jeffcomo.org

JACKIE TALARSKI
Department of Administrative Services
636-797-5380

SAMPLE ENVELOPE

Mail (3) Three Complete Copies With Vendor And Bid Information As Shown In Sample:

Contract Term:
ONE YEAR CONTRACT WITH A ONE YEAR RENEWAL OPTION UPON APPROVAL OF THE COUNTY COUNCIL AND COUNTY EXECUTIVE

Vendor Information:
Auto Tire and Parts
212 S. Kingshighway
Cape Girardeau, MO 63701
573-334-9931
m.himmelberg@atamp.com

Michael Himmelberg
212 S. Kingshighway
Cape Girardeau, MO 63701
573-334-9931
m.himmelberg@atamp.com

VENDOR NAME
VENDOR ADDRESS
CONTACT NUMBER
DEPARTMENT OF THE COUNTY CLERK
JEFFERSON COUNTY MISSOURI
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050-0100

SEALED BID: (BID NAME)

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Bid, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

Authorized Agent (Print)

Company Name

Address

City/State/Zip Code

Signature

Title

Date

Tax ID #

E-mail

Invitation for Bid 1 of 13

Bidder's Initials
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*REQUIRED DOCUMENTS*

1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.
   (County must be added as additional insured if awarded)

2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)
    Obtain receipts at http://jeffersonmo.devnetwedge.com
      Or

2b. A notarized affidavit, on company letterhead stating that the applicant does not own any real or personal property in Jefferson County, Missouri.

3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation. (pages 9 & 10)

4. Agreement to be executed by the County upon approval by the County Council and County Executive. (Bidder is required to complete company information and execute signature)

5. Cooperative Bid Form (last page)

6. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.

7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)

*BIDS MAYBE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY
1.0 BID REQUIREMENTS
Bidder shall initial all pages and return where the Bid Document denotes "BIDDER'S INITIALS: _________."

1.1 BID SUBMISSION:
Submit bid form in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic bids shall be accepted and shall be rejected. The Vendor prior to the submission dead line as stated on page 1 must submit all bids. Late bids will not be accepted and returned to the vendor unopened. The County reserves the right to request additional written or oral information from Respondents in order to obtain clarification. A fully executed Affidavit is required by Section 285.530 RSMo., and shall be submitted with the bid form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the bid being rejected. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

1.2 BASIS OF BID AWARD:
Award may be made on an item-by-item basis to the lowest and best Bidder(s) or an award may be made to the lowest and best bid total, whichever provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or any other reason deemed to be in the best interest of the County. Quantities stated herein represent an estimate for the period stated. Orders shall be placed for actual requirements as needed. The County may reject any or all bids for any reason and may waive any informality. Bids submitted from a Missouri State Contract shall include a copy of the State Contract with the bid. Bid award does not constitute an order or obligation to order by the County. The issuance of a Purchase Order Number shall be construed as acceptance of a Contract with all terms, conditions, and prices firm during the length of the agreement terms.

1.3 BID AWARD:
It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no Bid or Bids have been awarded by the County Council within forty-five (45) days following the opening of the bids then all bids will be deemed Rejected.

1.4 BID PREPARATION:
1. Bidders are responsible for examination of drawings, specifications, schedules and instructions. Failure to do so will be at the Bidder's risk.
2. Each Bidder shall furnish the information required by the invitation. The Bidder shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate bids for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Bidder shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the invitation for bid.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

1.5 MODIFICATION OR WITHDRAWAL OF BIDS:
Bids may be modified or withdrawn prior to the exact hour and date specified for receipt of bids, provided the modification or withdrawal is in writing and is delivered in the same manner as a bid submission.

1.6 LATE BIDS:
It is the responsibility of the Bidder to deliver his bid or modification on or before the date and time of the bid closing to the Department of the County Clerk. Bids received late will be rejected and returned unopened to the Bidder.

1.7 BID DEPOSITS/BONDS:
Bid Deposits/Bonds are not required unless specified in the specifications. Bid deposits/Bonds must be in the exact amount as stipulated in the bid.

1.8 MATERIAL AVAILABILITY:
Bidders must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the Bidder to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

1.9 ALTERNATE BIDS:
Alternate Bids for items will be accepted except when stated "NO SUBSTITUTIONS". Bidders must submit complete specifications on all alternate bids with the bid form. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. The County may accept or reject alternate bids; whatever is most advantageous to the County.
1.10 INCORPORATION OF DOCUMENTS:
The terms of the Bid Invitation, Bid Specifications, Bid Form are and shall be incorporated into the contract as if fully setout therein. The Bid, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

1.11 ADDENDA:
Addenda to bid specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda’s prior to submission of bid forms. Verification is made by contacting the Office of Contracts and Grants at (636) 797-5380, or by reviewing the County Web Site. (www.jeffcomo.org).

1.12 INSURANCE:
The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at its own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor’s execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman’s compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its’ forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. ( X ) Required ( ) Not Required Comprehensive General Liability Insurance

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than $1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. ( X ) Required ( ) Not Required Professional Liability Insurance

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be $1,000,000.00. Should any work be subcontracted, these limits will also apply.

C. ( X ) Required ( ) Not Required Worker’s Compensation Insurance:
   per Missouri Revised Statutes Chapter 287

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker’s compensation insurance limits as required by the statutes of the State of Missouri and Employer’s Liability with limits no less than $500,000.00.

1.13 BID SUBMISSIONS

Bids submitted on separate forms are NOT acceptable unless specified in the Bid Document. Failure to complete bid forms to the satisfaction of the County may result in rejection of your bid. It is the responsibility of each Bidder before submitting a bid to examine ALL documents thoroughly, and request written or oral interpretation of clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Request for clarification must be received prior to bid openings.

Invitation for Bid 4 of 13 Bidder's Initials
1.14 **BID OPENINGS**
Bids will be publicly opened and read aloud at the time indicated on page 1. The Bidders and the public are invited but not required to attend the formal opening of the bids. No decisions relating to the award of a contract or agreement will be made at the opening.

1.15 **BID TABULATIONS**
Bid Tabulations are not available for 5 to 7 business days following the Bid Opening. Bid submissions are open for public review at the time of the Bid Opening. Bid tabulations are posted on the County’s web-site address, www.jeffcomo.org. NO COPIES of bid tabulations are sent to vendors.

2.0 **BID RESPONSE AND CONTRACT**

2.1 **BIDDER REPRESENTATIONS:**
The Bidder, by executing the Bid form certifies that:

   A. The bid complies with Invitation for Bid form and Bid Specifications.

   B. Bidder is not debarred or suspended from participation in Federal Assistance programs.

2.2 **TAXES:**
No bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective Bidder is required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at http://jeffersonmo.devnetwedge.com/ or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the Bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

2.3 **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

   A. The prices in the bid shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Bidder or other person.

   B. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Bidder prior to opening.

   C. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid.

2.4 **PRICE:**
The price(s) specified in this bid shall be firm and not subject to contingency or reservation. If the Vendor fails to honor stated prices as submitted in the Bid Form or Contract, the County reserves the right to obtain the same items from the next lower vendor who submitted a bid price for the item. The original vendor shall be responsible for the difference in price and required to make restitution to the County for the difference in price. The Bidder represents prices specified in the bid do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the Bidder’s most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. Bid prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices shall be firm for ALL County departments and locations for term of the agreement.

2.5 **MISSOURI DOMESTIC PRODUCT PROCUREMENTACT:**
Bidder represents that the goods provided comply with Sections 34.350 to 34.359, RSMo., known as the Domestic Product Procurement Act. The Act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Bidder shall include proof of compliance with the Act with the bid when requested.
2.6 NON-EXCLUSIVE AGREEMENT:
The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor’s services.

2.7 DEFINITIONS:
A. The term "County" means the Jefferson County, Missouri and its designated representatives.
B. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
C. The term "IFB" means Invitation for Bid.
D. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

2.8 INSPECTION, ACCEPTANCE AND APPROVALS:
Goods shall at all times and places, including the period of manufacture, be subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

2.9 WARRANTY:
Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization from County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

2.10 PAYMENT:
County will pay Supplier for goods upon delivery, submission of certified invoices with attached tipping fee receipts and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

2.11 CHANGE ORDER:
County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

2.12 DELIVERIES:
Deliveries shall be made in strict accordance with any delivery schedule contained in the bid specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

2.13 RESPONSIBILITY FOR SUPPLIES:
Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

2.14 SUBCONTRACTS:
Supplier shall not enter into any subcontract(s) in excess of $25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.
2.15 CHOICE OF LAW:
This bid and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

2.16 TERMINATION:
A. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County with a thirty (30) day written notice. The Vendor may terminate the Agreement/Contract upon a sixty (60) day prior notice in writing. In the event of any termination of the Agreement/Contract by the Vendor, the County may purchase such supplies and/or services similar to those terminated and for the duration of the Agreement/Contract period the Vendor will be liable for all costs in excess of the established contract pricing.

B. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability. The County may cancel the Agreement/Contract or affirm the Contract and hold the Vendor responsible for damages.

C. Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the Bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

D. Default: County may terminate the whole Contract or any part in either of the following circumstances:
D-1. If supplier fails to deliver the items required by the contract within the time specified; or
D-2. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
D-3. In the event of the Supplier's non-compliance with the provisions as set forth, this Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

2.17 NOTICE AND SERVICE THEREOF:
Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the bid form.

2.18 CONTRACT TERM:
Performance shall be governed solely by the terms and conditions as set forth in the Invitation for Bid, Bid Specifications, Bid Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

2.19 COMPLIANCE WITH APPLICABLE LAWS:
Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended, including provisions of the Home Rule Charter of Jefferson County, Missouri requiring all workers
performing work under any contract with Jefferson County be paid a wage that is at least the prevailing hourly rate of wages for work of a similar character in Jefferson County.

2.20 **ACTS OF GOD:**
No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

2.21 **SELLER’S INVOICES:**
Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

2.22 **APPROVAL:**
It is agreed the acceptance of a Bid shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council, and the County Counselor.

2.23 **RENEWAL OPTION:**
The County reserves the right to negotiate the contract for one (1) additional one-year term with the written consent of the awarded vendor. If the contractor/vendor requests an increase in compensation for any renewal period, the vendor shall notify the Office of Contracts and Grants no less than 60 days prior to the end of the contract period. The County shall notify the Vendor of the intent to exercise the renewal option. However, failure to notify the Vendor does not waive the County’s right to exercise the renewal option.

Indicate: [ ] Individual: [ ] Partnership: [X] Corporation.

2.24 **INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:**
Incorporated in the State of **Missouri**

2.25 **LITIGATION:**
This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

2.26 **LANGUAGE:** Bids and all related documents will only be accepted in the English Language.
AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo. definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Michael Himmelberg (Name of Business Entity Authorized Representative) as 

Vp (Position/Title) first being duly sworn on my oath, affirm

Auto Tire + Parts (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to automotive parts + supplies (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that

Auto Tire and Parts (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to automotive parts + supplies (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative’s Signature  

Printed Name  

Vice President  

Date  

Subscribed and sworn to before me this  

20th  

of  March, 2020 I am  

(DAY) (MONTH, YEAR)  

commissioned as a notary public within the County of Cape Girardeau, State of  

(NAME OF COUNTY) 

(NAME OF STATE) and my commission expires on  

4-17-22  

(DATE)  

Signature of Notary  

Date  

LISA STATLER  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Cape Girardeau County  
Commission # 14871615  
My Commission Expires: 04/17/2022
AFFIDAVIT OF WORK AUTHORIZATION
(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Auto Tire and Parts (Business Entity Name) MEETS the definition of a business entity as defined in section 285.525, RSMo., pertaining to section 285.530, RSMo., as stated above.

Michael Himmelberg
Authorized Business Entity Representative’s Name
(Please Print)

Authorized Business Entity Representative’s Signature

Auto Tire and Parts
Business Entity Name

3-20-20
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

☐ Enroll and participate in the E-Verify federal work authorization program
(Website: http://www.dhs.gov/e-verify;
Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

☐ Provide documentation affirming said company’s/individual’s enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee’s, subgrantee’s, contractor’s, or subcontractor’s name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee’s, subgrantee’s, contractor’s, or subcontractor’s name, then no additional pages of the MOU must be submitted).
Automotive Parts and Supplies
Bid Specifications
2/20/2020

This bid is for the purchase of automotive/small truck repair parts and accessories. All parts are required to be delivered to the Jefferson County Fleet Services garage or the Jefferson County Highway Fleet garage located at 5275 Highway B, Hillsboro, Missouri 63050. Parts for vehicles that are no longer needed, out of date, or obsolete shall be returned for exchange or credit to meet current stock needs. All parts offered must be first line, premium quality parts.

Supplier must provide a listing/catalog of all parts to Jefferson County with the list price for each item specified or access to supplier's website.

All List Price increases/decreases must be communicated via writing to Jefferson County. Questions pertaining to this bid may be directed to David Mikusch, Fleet Manager, at 636-797-6017. Offered discounts on selected items may be increased for special programs and special pricing. Those special offerings should be communicated with Jefferson County.

Minimum dollar amount of order, if any $ 0

Length of time between order and delivery for stock items

If you cannot hold your discount for one full year, you will guarantee these discounts to remain in effect until ____________________ (Date your bid discounts expire)

In an emergency, can the County call your company after regular business hours? Yes No

If so, name of party to call ____________________ Telephone number ____________________

Supplier Comments:

_____________________________________________________________________________________

_____________________________________________________________________________________

Supplier should bid one discount for each type of part on the following list:

Description | Percent Discount off of List Price
--- | ---
Electrical Components (alternators, starters, lights, wiring, sensors, switches, light bulbs, coils, ignition components, etc.) | See Attached

Cooling system components (water pumps, radiators, hoses, etc.)

Brake Components (pads, rotors, drums, calipers, etc.)

Suspension and Steering Parts

Exhaust Components

Engine Components

Air Conditioning Components

Batteries

Auto and Light Truck oil filters

Auto and Light Truck air filters

Auto and Light Truck fuel filters

Heavy Truck and Equipment Oil Filters

Heavy Truck and Equipment Air filters

Heavy Truck and Equipment Fuel filters

Equipment and tools

% discount on all other parts, supplies, and accessories
In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 20th day of March 2020:

Auto Tire and Parts
Company Name

County of Jefferson, State of Missouri

Signature
Michael Himmelberg
Print

Dennis J. Gannon County Executive

Company Address:
212 S. Kingshighway
Cape Girardeau MO 63701

Phone: 573-334-9131

I hereby certify under section 50.660 RSMo., there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

County Auditor

APPROVED AS TO FORM

County Counselor
In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 20th day of March 2020:

Auto Tire and Parts
Company Name

Signature
Michael Himmelberg
Print

County of Jefferson, State of Missouri

Dennis J. Gannon
Dennis J. Gannon County Executive

Company Address:
212 S. Kingshighway
Cape Girardeau MO 63701

Phone: 573-334-9131

I hereby certify under section 50.660 RSMo., there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

County Auditor

APPROVED AS TO FORM

County Counselor
COOPERATIVE BID FORM

Bid Name: Automotive Parts and Supplies 2020

INSTRUCTIONS: Bidders MUST fill out this form as part of the bidding process and attach to your bid response to Jefferson County, Missouri.

COOPERATIVE PROCUREMENT CONTRACT

This is a cooperating supply contract in accordance with Chapter 130, Section 130.020. K.3., of the Procurement Policy and Procedures, Jefferson County Code of Ordinances.

Will you extend bid prices, cash terms, and all other terms and conditions of any contract resulting from this bid with Jefferson County, Missouri, to any Jefferson County, Missouri, Municipality, government agency, district, sub-district or other tax-supported entity?

Yes [X] No __________

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, is not a prerequisite for award, Jefferson County, Missouri, may take this factor into consideration if the bids are received, in addition to the normal Terms and Conditions of the Invitation for Bid, enclosed herewith as a part of this bid.

Bidders are encouraged to extend contract prices to Municipalities and any other tax-supported entities.

If agreeable to the above, state the minimum dollar value per order you will require from a Municipality or any other tax-supported entity (this shall not apply to Jefferson County, Missouri Government, Departments or Divisions):

MINIMUM DOLLAR VALUE PER ORDER: $ ________

BY: ________________________________

TITLE: ________________________________

COMPANY: ________________________________

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone_________________________ E-mail_________________________

THIS FORM WILL BECOME PART OF THE BID DOCUMENT PACKAGE SUBMITTED TO JEFFERSON COUNTY, MISSOURI

Invitation for Bid 13 of 13 Bidder’s Initials AM
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>% DISCOUNT OFF OF LIST PRICE</th>
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<tbody>
<tr>
<td>ELECTRICAL COMPONENTS</td>
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<tr>
<td>ALTERNATORS</td>
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<tr>
<td>STARTERS</td>
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<tr>
<td>LIGHTS</td>
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<td>WIRING</td>
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<td>LIGHT BULBS</td>
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<td>COOLING SYSTEM</td>
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<td>BRAKE COMPONENTS</td>
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<td>PADS</td>
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<td>SUSPENSION STEERING PARTS</td>
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<td>ENGINE COMPONENTS</td>
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<td>AIR CONDITIONING</td>
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<td>BATTERIES</td>
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<td>AUTOMOTIVE BATTERIES</td>
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<tr>
<td>AUTO &amp; LIGHT TRUCK OIL FILTERS</td>
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<td>HEAVY TRUCK &amp; EQUIPMENT OIL FILTERS</td>
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<td>HEAVY TRUCK &amp; EQUIPMENT FUEL FILTERS</td>
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<td>EQUIPMENT AND TOOLS</td>
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<td>% DISCOUNT ON ALL OTHER PARTS</td>
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MINIMUM 75%
# Certificate of Liability Insurance

**Certificate Number:** CPA3222597

<table>
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<th>Insured</th>
<th>Policy Number</th>
<th>Policy Effective Date</th>
<th>Policy Exp. Date</th>
<th>Limits</th>
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<tbody>
<tr>
<td>Auto Tire &amp; Parts Company Inc</td>
<td>CPA3222597</td>
<td>7/1/2019</td>
<td>7/1/2020</td>
<td>EACH OCCURRENCE: $3,000,000</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MED EXP: $10,000</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY: $1,000,000</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE: $2,000,000</td>
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<tr>
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<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COMP/PDO AGG: $2,000,000</td>
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</tbody>
</table>

**Coverages:**
- **Commercial General Liability**
- **Automobile Liability**
  - ANY AUTO
  - OWNED AUTOS ONLY
  - MANDATORY IN NH
  - NON-OWNED AUTOS ONLY
- **Umbrella Liability**
  - OCCUR CLAIMS-MADE:
  - EXCESS LIABILITY

**CANCELLATION**

**Certificate Holder:**
Count of Jefferson
State of Missouri
PO Box 100
729 Maple St
Hillsboro, MO 63050

**Authorized Representative:**

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD.
AUTO TIRE & PARTS CO INC
PO BOX 560
CAPE GIRARDEAU, MO 63702-0560

DATE: 02/27/2020
VALID THROUGH: 05/29/2020
JEFFERSON COUNTY

CERTIFICATE OF NO TAX DUE

MISSOURI ID: 10119418
Notice Number 2012311981

To Whom It May Concern: The Department of Revenue, State of Missouri, certifies the above listed taxpayer has filed all required returns and paid all sales or withholding tax due, including penalties and interest, and does not owe any sales and withholding tax, as of February 26, 2020. This review does not include returns that are not required to be filed as of this date or that have been filed but not yet processed by the Department.

This statement only applies to sales and withholding tax due and is not to be construed as limiting the authority of the Director of Revenue to assess, or pursue collection of liabilities resulting from final litigation, default in payment of any installment agreement entered into with the Director of Revenue, any successor liability that may become due in the future, or audits or reviews of the taxpayer’s records as provided by law.

THIS CERTIFICATE REMAINS VALID FOR 90 DAYS FROM THE ISSUANCE DATE.

TAXATION DIVISION
# JEFFERSON COUNTY TAX RECEIPT
## 2019 PERSONAL PROPERTY

**ACCOUNT #:** 379933  
**RECEIPT #:** 2019110313

<table>
<thead>
<tr>
<th>TOTAL VALUATION</th>
<th>606.48</th>
</tr>
</thead>
</table>

**AUTO TIRE & PARTS CO.**  
PO BOX 560  
CAPE GIRARDEAU, MO 63702

**PROPERTY DESCRIPTION**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>TOTAL</th>
<th>VALUATION</th>
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</thead>
<tbody>
<tr>
<td>DESCRIPTIVE</td>
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<td>606.48</td>
</tr>
</tbody>
</table>

**BETH MAHN, COLLECTOR**  
729 MAPLE ST., STE 36  
HILLSBORO, MO 63050  
PHONE: (636) 797-5406  
Email: bmahn@jeffcomo.org

**TAX DISTRICT**

<table>
<thead>
<tr>
<th>TAX DISTRICT</th>
<th>TAX</th>
<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td>CITY OF DESOTO</td>
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<tr>
<td>COUNTY TAX</td>
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<td>DESOTO SCHOOL</td>
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<td>HEALTH UNIT TAX</td>
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<td>PARK TAX</td>
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<td>LAKE AUTHORITY</td>
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**TOTAL TAXES**

408.84

**TOTAL PAID**

408.84

PAID

Updated By:  
BETH MAHN Jefferson County Collector  
Krisly Apprill, Jefferson County Auditor

**DATE**: 12/31/2019  
**STATEMENT TOTAL**: 408.84  
**TOTAL PAID**: 408.84  
**RECEIPT #:** 2019110313

2019 Jefferson County Personal Property Tax Receipt  
I, BETH MAHN, Collector of Jefferson County, MO  
do hereby certify that 379933

**AUTO TIRE & PARTS CO.**  
PO BOX 560  
CAPE GIRARDEAU, MO 63702

Has Paid Personal Taxes For The Year 2019 On The Following  
Vehicles Described Below:

**PERSONAL PROPERTY**

This card is for your convenience in licensing your vehicles. Please cut or tear it out, place it in your wallet, and take it with you to the License Bureau.
Account #: 519051

Receipt #: 2019110762

Total Valuation: 5100

Auto Tire & Parts Co.
PO Box 560
Cape Girardeau, MO 63702

Property Description

TAX DISTRICT
COUNTY TAX
Health Unit Tax
High Ridge Fire
JC, Del. Disabilities
Jefferson College
Library
Capital Health Tax
Union Jefferson
Jefferson City School
Capitol Tax
Bridge Tax
Total Tax
Total Paid

Paid

Validated By:
BETH MAHN, Jefferson County Collector

Kristy Appull, Jefferson County Auditor

Date: 12/31/2019
Statement Total: 361.16
Total Paid: 361.16
Receipt #: 2019110762

2019 Jefferson County Personal Property Tax Receipt
I, BETH MAHN, Collector of Jefferson County, MO
do hereby certify that 519051

Auto Tire & Parts Co.
PO Box 560
Cape Girardeau, MO 63702

Has Paid Personal Taxes For The Year 2019 On The Following
Vehicles Described Below:

PERSONAL PROPERTY

This card is for your convenience in licensing your vehicles. Please cut or tear it out, place it in your wallet, and take it with you to the License Bureau.
DATE PAID 12/31/2019

TOTAL PAID

TOTAL TAXES

929.54
29.32
5.5
20.40
24.5
89.75
24.26
86.99
30.00

STATE TAX
SHERRY DEPARTMENT
ROAD & BRIDGE TAX
PARK TAX
NORTHWEST SCHOOL
NORTH JEFFERSON AND
MERCHANTMANS TAX
Mental Health Tax
Jefferson College
JC Dev. Dist.
High Ridge Fire
Health Unit Tax
COUNTY TAX

TAX DISTRICT
2019 REAL ESTATE

CAPE GIRARDEAU, MO 63702-0560
ATP REAL ESTATE LLC

DOCUMENT #
ACRES TOWN 3 RUN 4
7 TAX RT 7 308600
7 500 COM
TOTAL 97.500 COM
0 ACRE
0 RESI
HIGH RIDGE SHOPPING CENTER
03-6-0-110-9-004-002
TW AAR DET BLK PARCEL EXT

PAID
THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the
Auto Tire and Parts Co., Inc. (Employer). The purpose of this agreement is to set forth terms and
conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States
after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of
Understanding (MOU) explains certain features of the E-Verify program and describes specific
responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and
§ 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility
Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and
subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain
employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is
clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation
   
   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone
   numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to
   keep such information current by providing updated information to SSA and DHS whenever the
   representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access.
   Employers must promptly terminate an employee's E-Verify access if the employer is separated from
   the company or no longer needs access to E-Verify.
4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

   a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

   a. If an employee presents a "List B" identify document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274A.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

   b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

   Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

   a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $560 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly
employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer’s attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee’s E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee’s perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(f)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee’s perceived employment eligibility status.
(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-866-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(f)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon
reasonable notice, to review Forms I-9 and other employment records and to interview it and its
employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner
to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation
in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its
services as federally-approved, federally-certified, or federally-recognized, or use language with a
similar intent on its website or other materials provided to the public. Entering into this MOU does not
mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used
therein has been provided or approved by DHS, USCIS or the Verification Division, without first
obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by
DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not
be used in any manner that might imply that the Employer's services, products, websites, or
publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as
authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its
participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment
verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most
current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands
that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the
FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in
FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer
may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract
award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of
contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires
using E-Verify. The Employer must verify those employees who are working in the United States,
whether or not they are assigned to the contract. Once the Employer begins verifying new hires,
such verification of new hires must be initiated within three business days after the hire date. Once
enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees
assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an
employee's assignment to the contract, whichever date is later.
b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee’s assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

   i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

   ii. The employee’s work authorization has not expired, and

   iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee’s Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

   i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

   ii. The employee’s basis for work authorization as attested in Section 1 has expired or changed, or

   iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with
Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

   g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer’s compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA’s database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA’s database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

   a. Automated verification checks on alien employees by electronic means, and
b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log into E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify
case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the
employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee’s Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or
   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee’s documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.
B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer’s participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer’s business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,
Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.
Company ID Number: 1388001

Approved by:

<table>
<thead>
<tr>
<th>Employer</th>
<th>Title</th>
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<tbody>
<tr>
<td>Auto Tire and Parts Co., Inc.</td>
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<table>
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<tr>
<th>Name (Please Type or Print)</th>
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<tr>
<td>Gregory Stroup</td>
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<tbody>
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## Information Required for the E-Verify Program

### Information relating to your Company:

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<tbody>
<tr>
<td>Company Name</td>
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</tr>
<tr>
<td>Company Facility Address</td>
<td>212 S Kingshighway</td>
</tr>
<tr>
<td></td>
<td>Cape Girardeau, MO 63703</td>
</tr>
<tr>
<td>Company Alternate Address</td>
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</tr>
<tr>
<td></td>
<td>Cape Girardeau, MO 63702</td>
</tr>
<tr>
<td>County or Parish</td>
<td>CAPE GIRARDEAU</td>
</tr>
<tr>
<td>Employer Identification Number</td>
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<tr>
<td>North American Industry Classification Systems Code</td>
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<td>Parent Company</td>
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<tr>
<td>Number of Employees</td>
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<tr>
<td>Number of Sites Verified for</td>
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Company ID Number: 1388001

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MISSOURI 2 site(s)
Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

<table>
<thead>
<tr>
<th>Name</th>
<th>Christina S Cheek</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone Number</td>
<td>(573) 334 - 9131 ext. 271</td>
</tr>
<tr>
<td>Fax Number</td>
<td>(573) 334 - 9846</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:ccheek@atpnepe.com">ccheek@atpnepe.com</a></td>
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<table>
<thead>
<tr>
<th>Name</th>
<th>Susan Eudy</th>
</tr>
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<tbody>
<tr>
<td>Phone Number</td>
<td>(573) 334 - 9131 ext. 201</td>
</tr>
<tr>
<td>Fax Number</td>
<td>(573) 334 - 9846</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:seudy@atpnepe.com">seudy@atpnepe.com</a></td>
</tr>
</tbody>
</table>
JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG

BID #: 20-0027

Invitation for Bid: AUTOMOTIVE PARTS AND SUPPLIES 2020
Date Issued: 2-28-2020

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, APRIL 7, 2020 AT 2:00 P.M. LOCAL TIME.

DAVID MIKUSCH
Department of Public Works
636-797-6017
dmikusch@jeffcomo.org

JACKIE TALARSKI
Department of Administrative Services
636-797-5380

Mail (3) Three Complete Copies With Vendor And Bid Information As Shown In Sample:

Sample Envelope

Trademark

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Bid, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

Vendor Information:

Renuther Ford Inc. Jeff Geist
Company Name Authorized Agent (Print)

1325 Meauit St. Jeff Geist
Address

Herculaneum, MO 63048 Parts Manager
City/State/Zip Code

636-464-9000 3-3-2020 4996723 Date
Telephone # Tax ID #

Jeff@renuther.com 636-464-1593
E-mail

Invitation for Bid 1 of 13 Bidder's Initials
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*REQUIRED DOCUMENTS*

1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid. (County must be added as additional insured if awarded)

2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years) Obtain receipts at http://jeffersonmo.devnetwedge.com

Or

2b. A notarized affidavit, on company letterhead stating that the applicant does not own any real or personal property in Jefferson County, Missouri.

3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation. (pages 9 & 10)

4. Agreement to be executed by the County upon approval by the County Council and County Executive. (Bidder is required to complete company information and execute signature)

5. Cooperative Bid Form (last page)

6. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.

7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)

*BIDS MAYBE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY*
1.0 BID REQUIREMENTS
Bidder shall initial all pages and return where the Bid Document denotes "BIDDER'S INITIALS: _____"

1.1 BID SUBMISSION:
Submit bid form in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic bids shall be accepted and shall be rejected. The Vendor prior to the submission dead line as stated on page 1 must submit all bids. Late bids will not be accepted and returned to the vendor unopened. The County reserves the right to request additional written or oral information from Respondents in order to obtain clarification. A fully executed Affidavit is required by Section 285.530 RSMo., and shall be submitted with the bid form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the bid being rejected. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

1.2 BASIS OF BID AWARD:
Award may be made on an item-by-item basis to the lowest and best Bidder(s) or award may be made to the lowest and best bid total, whichever provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or any other reason deemed to be in the best interest of the County. Quantities stated herein represent an estimate for the period stated. Orders shall be placed for actual requirements as needed. The County may reject any or all bids for any reason and may waive any informality. Bids submitted from a Missouri State Contract shall include a copy of the State Contract with the bid. Bid award does not constitute an order or obligation to order by the County. The issuance of a Purchase Order Number shall be construed as acceptance of a Contract with all terms, conditions, and prices firm during the length of the agreement terms.

1.3 BID AWARD:
It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no Bid or Bids have been awarded by the County Council within forty-five (45) days following the opening of the bids then all bids will be deemed Rejected.

1.4 BID PREPARATION:
1. Bidders are responsible for examination of drawings, specifications, schedules and instructions. Failure to do so will be at the Bidder’s risk.
2. Each Bidder shall furnish the information required by the invitation. The Bidder shall sign all required documents. All deletions and erasures shall be initialed.
3. Alternate bids for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Bidder shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the invitation for bid.
5. If specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

1.5 MODIFICATION OR WITHDRAWAL OF BIDS:
Bids may be modified or withdrawn prior to the exact hour and date specified for receipt of bids, provided the modification or withdrawal is in writing and is delivered in the same manner as a bid submission.

1.6 LATE BIDS:
It is the responsibility of the Bidder to deliver his bid or bid modification on or before the date and time of the bid closing to the Department of the County Clerk. Bids received late will be rejected and returned unopened to the Bidder.

1.7 BID DEPOSITS/BONDS:
Bid Deposits/Bonds are not required unless specified in the specifications. Bid deposits/Bonds must be in the exact amount as stipulated in the bid.

1.8 MATERIAL AVAILABILITY:
Bidders must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the Bidder to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

1.9 ALTERNATE BIDS:
Alternate Bids for items will be accepted except when stated "NO SUBSTITUTIONS". Bidders must submit complete specifications on all alternate bids with the bid form. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. The County may accept or reject alternate bids; whatever is most advantageous to the County.
1.10 INCORPORATION OF DOCUMENTS:
The terms of the Bid Invitation, Bid Specifications, Bid Form are and shall be incorporated into the contract as if fully setout therein. The Bid, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

1.11 ADDENDA:
Addenda to bid specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of bid forms. Verification is made by contacting the Office of Contracts and Grants at (636) 797-5380, or by reviewing the County Web Site. (www.jeffcomo.org).

1.12 INSURANCE:
The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at its own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor’s execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman’s compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its’ forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. (X) Required ( ) Not Required **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall not be less than $1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. (X) Required ( ) Not Required **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be $1,000,000.00. Should any work be subcontracted, these limits will also apply.

C. (X) Required ( ) Not Required **Worker’s Compensation Insurance:**

per Missouri Revised Statutes Chapter 287

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker’s compensation insurance limits as required by the statues of the State of Missouri and Employer’s Liability with limits no less than $500,000.00.

1.13 BID SUBMISSIONS

Bids submitted on separate forms are NOT acceptable unless specified in the Bid Document. Failure to complete bid forms to the satisfaction of the County may result in rejection of your bid. It is the responsibility of each Bidder before submitting a bid to examine ALL documents thoroughly, and request written or oral interpretation of clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Request for clarification must be received prior to bid openings.

Invitation for Bid | 4 of 13 | Bidder's Initials
1.14  BID OPENINGS
Bids will be publicly opened and read aloud at the time indicated on page 1. The Bidders and the public are invited but not required to attend the formal opening of the bids. No decisions relating to the award of a contract or agreement will be made at the opening.

1.15  BID TABULATIONS
Bid Tabulations are not available for 5 to 7 business days following the Bid Opening. Bid submissions are open for public review at the time of the Bid Opening. Bid tabulations are posted on the County’s web-site address, www.jeffcomo.org. NO COPIES of bid tabulations are sent to vendors.

2.0  BID RESPONSE AND CONTRACT

2.1  BIDDER REPRESENTATIONS:
The Bidder, by executing the Bid form certifies that:
   A. The bid complies with Invitation for Bid form and Bid Specifications.
   B. Bidder is not debarred or suspended from participation in Federal Assistance programs.

2.2  TAXES:
No bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective Bidder is required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at http://jeffersonco.devnetweb.com/ or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in full, prior to the award of any bid, or proof shall be provided that the Bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

2.3  CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:
   A. The prices in the bid shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Bidder or other person.
   B. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Bidder prior to opening.
   C. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid.

2.4  PRICE:
The price(s) specified in this bid shall be firm and not subject to contingency or reservation. If the Vendor fails to honor stated prices as submitted in the Bid Form or Contract, the County reserves the right to obtain the same items from the next lower vendor who submitted a bid price for the item. The original vendor shall be responsible for the difference in price and required to make restitution to the County for the difference in price. The Bidder represents prices specified in the bid do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the Bidder’s most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. BID PRICES ARE ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices shall be firm for ALL County departments and locations for term of the agreement.

2.5  MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:
Bidder represents that the goods provided comply with Sections 34.350 to 34.359, RSMo., known as the Domestic Product Procurement Act. The Act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Bidder shall include proof of compliance with the Act with the bid when requested.
2.6 NON-EXCLUSIVE AGREEMENT:
The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

2.7 DEFINITIONS:
A. The term "County" means the Jefferson County, Missouri and its designated representatives.
B. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
C. The term "IFB" means Invitation for Bid.
D. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

2.8 INSPECTION, ACCEPTANCE AND APPROVALS:
Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

2.9 WARRANTY:
Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

2.10 PAYMENT:
County will pay Supplier for goods upon delivery to, submission of certified invoices with attached tipping fee receipts and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

2.11 CHANGE ORDER:
County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

2.12 DELIVERIES:
Deliveries shall be made in strict accordance with any delivery schedule contained in the bid specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

2.13 RESPONSIBILITY FOR SUPPLIES:
Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

2.14 SUBCONTRACTS:
Supplier shall not enter into any subcontract(s) in excess of $25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.
2.15 CHOICE OF LAW:
This bid and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

2.16 TERMINATION:
A. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County with a thirty (30) day written notice. The Vendor may terminate the Agreement/Contract upon a sixty (60) day prior notice in writing. In the event of any termination of the Agreement/Contract by the Vendor, the County may purchase such supplies and/or services similar to those terminated and for the duration of the Agreement/Contract period the Vendor will be liable for all costs in excess of the established contract pricing.

B. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability. The County may cancel the Agreement/Contract or affirm the Contract and hold the Vendor responsible for damages.

C. Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the Bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

D. Default: County may terminate the whole Contract or any part in either of the following circumstances:
D-1. If supplier fails to deliver the items required by the contract within the time specified; or
D-2. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
D-3. In the event of the Supplier's non-compliance with the provisions as set forth, this Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

2.17 NOTICE AND SERVICE THEREOF:
Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the bid form.

2.18 CONTRACT TERM:
Performance shall be governed solely by the terms and conditions as set forth in the Invitation for Bid, Bid Specifications, Bid Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

2.19 COMPLIANCE WITH APPLICABLE LAWS:
Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended, including provisions of the Home Rule Charter of Jefferson County, Missouri requiring all workers
performing work under any contract with Jefferson County be paid a wage that is at least the prevailing hourly rate of wages for work of a similar character in Jefferson County.

2.20 **ACTS OF GOD:**
No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

2.21 **SELLER’S INVOICES:**
Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

2.22 **APPROVAL:**
It is agreed the acceptance of a Bid shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council, and the County Counselor.

2.23 **RENEWAL OPTION:**
The County reserves the right to negotiate the contract for one (1) additional one-year term with the written consent of the awarded vendor. If the contractor/vendor requests an increase in compensation for any renewal period, the vendor shall notify the Office of Contracts and Grants no less than 60 days prior to the end of the contract period. The County shall notify the Vendor of the intent to exercise the renewal option. However, failure to notify the Vendor does not waive the County’s right to exercise the renewal option.

Indicate: [ ] Individual; [ ] Partnership; [X] Corporation.

2.24 **INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:**
Incorporated in the State of ____________.

2.25 **LITIGATION:**
This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

2.26 **LANGUAGE:** Bids and all related documents will only be accepted in the English Language.
AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo. definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Jeff Geist (Name of Business Entity Authorized Representative) as Parts Manager (Position/Title) first being duly sworn on my oath, affirm
Rutherford Ford Inc. (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to Automotive Parts & Supplies Bid (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Rutherford Ford Inc. (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to Automotive Parts & Supplies Bid (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Jeff Geist
Authorized Representative’s Signature

Jeff Geist
Printed Name

Parts Manager
Title

3-3-2020
Date

Subscribed and sworn to before me this 3 (DAY) of March, 2020 (MONTH, YEAR) I am commissioned as a notary public within the County of Jefferson (NAME OF COUNTY), State of Missouri (NAME OF STATE) and my commission expires on 3-23-2022 (DATE).

JANE C. SMITH
Signature of Notary

Date

Invitation for Bid 9 of 13
Bidder’s Initials
AFFIDAVIT OF WORK AUTHORIZATION
(Continued)

CURRENT BUSINESS ENTITY STATUS
I certify that Reuther Ford Inc. (Business Entity Name) MEETS the definition of a business entity as defined in section 285.525, RSMo., pertaining to section 285.530, RSMo., as stated above.

Jeff Beist
Authorized Business Entity Representative’s Name
(Please Print)

Jeff Beist
Authorized Business Entity Representative’s Signature

Reuther Ford Inc.
Business Entity Name

3-3-2020
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

☐ Enroll and participate in the E-Verify federal work authorization program
   (Website: http://www.dhs.gov/e-verify;
   Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

☐ Provide documentation affirming said company’s/individual’s enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee’s, subgrantee’s, contractor’s, or subcontractor’s name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee’s, subgrantee’s, contractor’s, or subcontractor’s name, then no additional pages of the MOU must be submitted).
Automotive Parts and Supplies
Bid Specifications
2/20/2020

This bid is for the purchase of automotive/small truck repair parts and accessories.
All parts are required to be delivered to the Jefferson County Fleet Services garage or the Jefferson County Highway Fleet garage located at 5275 Highway B, Hillsboro, Missouri 63050.
Parts for vehicles that are no longer needed, out of date, or obsolete shall be returned for exchange or credit to meet current stock needs.
All parts offered must be first line, premium quality parts.
Supplier must provide a listing/catalog of all parts to Jefferson County with the list price for each item specified or access to supplier’s website.
All List Price increases/decreases must be communicated via writing to Jefferson County.
Questions pertaining to this bid may be directed to David Mikusch, Fleet Manager, at 636-797-6017.
Offered discounts on selected items may be increased for special programs and special pricing. Those special offerings should be communicated with Jefferson County.
Minimum dollar amount of order, if any $No Minimum
Length of time between order and delivery for stock items No Minimum
If you cannot hold your discount for one full year, you will guarantee these discounts to remain in effect until
Next Bid (Date your bid discounts expire)
In an emergency, can the County call your company after regular business hours? (Yes) No
If so, name of party to call Jeff Geist Telephone number 314-578-6089
Supplier Comments:

Supplier should bid one discount for each type of part on the following list:

<table>
<thead>
<tr>
<th>Description</th>
<th>Percent Discount off of List Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical Components (alternators, starters, lights, wiring, sensors, switches, light bulbs, coils, ignition components, etc.)</td>
<td>25%</td>
</tr>
<tr>
<td>Cooling system components (water pumps, radiators, hoses, etc.)</td>
<td>25%</td>
</tr>
<tr>
<td>Brake Components (pads, rotors, drums, calipers, etc.)</td>
<td>25%</td>
</tr>
<tr>
<td>Suspension and Steering Parts</td>
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<tr>
<td>Exhaust Components</td>
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<tr>
<td>Engine Components</td>
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<tr>
<td>Air Conditioning Components</td>
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</tr>
<tr>
<td>Batteries</td>
<td>20%</td>
</tr>
<tr>
<td>Auto and Light Truck oil filters</td>
<td>30%</td>
</tr>
<tr>
<td>Auto and Light Truck air filters</td>
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</tr>
<tr>
<td>Auto and Light Truck fuel filters</td>
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<tr>
<td>Heavy Truck and Equipment Oil Filters</td>
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<tr>
<td>Heavy Truck and Equipment Air filters</td>
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</tr>
<tr>
<td>Heavy Truck and Equipment Fuel filters</td>
<td>25%</td>
</tr>
<tr>
<td>Equipment and tools</td>
<td>25%</td>
</tr>
<tr>
<td>% discount on all other parts, supplies, and accessories</td>
<td>25%</td>
</tr>
</tbody>
</table>

Invitation for Bid 11 of 13 Bidder's Initials
In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this __________ day of _______________ 2020:

Reuther Ford Inc.
Company Name

Signature
Jeff Geist
Print
Jeff Geist

County of Jefferson, State of Missouri

Dennis J. Gannon County Executive

Company Address: 1325 McNutt
Herculaneum MO
63048
Phone: 636-464-9000

I hereby certify under section 50.660 RSMo., there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

County Auditor

APPROVED AS TO FORM

County Counselor
COOPERATIVE BID FORM

Bid Name: Reuther Ford

INSTRUCTIONS: Bidders MUST fill out this form as part of the bidding process and attach to your bid response to Jefferson County, Missouri.

COOPERATIVE PROCUREMENT CONTRACT

This is a cooperating supply contract in accordance with Chapter 130, Section 130.020. K.3., of the Procurement Policy and Procedures, Jefferson County Code of Ordinances.

Will you extend bid prices, cash terms, and all other terms and conditions of any contract resulting from this bid with Jefferson County, Missouri, to any Jefferson County, Missouri, Municipality, government agency, district, sub-district or other tax-supported entity?

Yes ☒ No ___

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, is not a prerequisite for award, Jefferson County, Missouri, may take this factor into consideration if tie bids are received, in addition to the normal Terms and Conditions of the Invitation for Bid, enclosed herewith as a part of this bid.

Bidders are encouraged to extend contract prices to Municipalities and any other tax-supported entities.

If agreeable to the above, state the minimum dollar value per order you will require from a Municipality or any other tax-supported entity (this shall not apply to Jefferson County, Missouri Government, Departments or Divisions):

MINIMUM DOLLAR VALUE PER ORDER: $No Minimum

BY: Jeff Geist
TITLE: Parts Manager
COMPANY: Reuther Ford Inc.

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT
Phone 636-444-9000  E-mail Jeff@reuther.com

THIS FORM WILL BECOME PART OF THE BID DOCUMENT PACKAGE SUBMITTED TO JEFFERSON COUNTY, MISSOURI
CERTIFICATE OF GARAGE INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lakenan
890 Rozier Street
Sainte Genevieve MO 63670

INSURED
Reuther Ford, Inc.
1325 McNutt St.
Herculaneum MO 63048

COVERAGES

<table>
<thead>
<tr>
<th>PROD / CUSTOMER ID:</th>
<th>COVERAGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>RUEFFOR-01</td>
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</tbody>
</table>

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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<tr>
<th>POLICY #</th>
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<td>OTHER THAN AUTO ONLY AGGREGATE $1,000,000</td>
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<td>MED EXP (Any one person) $50,000</td>
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<td>GENERAL AGGREGATE $1,000,000</td>
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<td>PRODUCTS - COMPONENTS AGG $1,000,000</td>
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<td>UMBRELLA LIABILITY</td>
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<td>3/1/2021</td>
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<td>E.I. DISEASE - POLICY LIMIT $60,000</td>
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REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 2010-2015 ACORD CORPORATION. All rights reserved.
AFFIDAVIT

Pursuant to the requirements of House Bill No. 1549 of the State of Missouri, and further pursuant to the requirements of Sections 67.0307, 285.530, 285.535 and 285.550 of the Revised Statutes of Missouri, the undersigned business hereby affirms that it does not employ illegal immigrants.

The undersigned further acknowledges that if the City receives notice from either a court or the Attorney General's Office or determines that a business has violated Section 285 of the Revised Statues of Missouri, that the City is required to suspend the business license within fifteen (15) days of receiving such notification. Self-employed individuals with no employees are excluded from this law.

REUTHER FORD, INC.
Name of Business

By: [Signature]

The legislature enacted Senate Bill 30 providing for the following requirement for local licenses:

Section 114.089.2 RSMo, "The possession of a retail sales license and a statement from the Department of Revenue that the licensee owes no tax due under sections 144.010 to 144.810 or sections 143.919 to 143.261, RSMo shall be prerequisite to the issuance of renewal of any City or County occupation license, which is required for conducting any business where goods are sold or retail." This is effective January 01, 2009

The undersigned Herculean City licensed business hereby affirms that they owe no sales tax to the Missouri Department of Revenue due to retail sales. The undersigned further acknowledges that if the City receives notice from either a court or the Attorney General's Office or determines that a business has violated the above sections of the Revised Statutes of Missouri, that the City is required to suspend the business license upon receiving such notification.

REUTHER FORD, INC.
Name of Business

By: [Signature]

Subscribed and sworn to before me this 7 day of April, 2019

[Signature]
Notary Public

My Commission Expires: 3-83-2022
KNOW YE, That DOUGLAS M. REUTHER having on this 25th day of October, 2018 paid to Stephanie Noce, City Clerk of the City of Herculaneum, Missouri, The sum of $100.00 being the amount of Business license tax levied upon the business REUTHER FORD INC. and having otherwise complied with the provisions of said City in this behalf.

THEREFORE, the said merchant is hereby authorized and empowered to operate at the following location within the City of Herculaneum, Missouri, to-wit:

REUTHER FORD INC.
1325 MCNUTT
HERCULANEUM, MISSOURI 63048

For: November 1, 2018 through October 31, 2019

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Herculaneum, at my office on the 25th Day of October 2018

[Signature]
Mayor, City of Herculaneum, Missouri

Stephanie Noce
City Clerk

THIS LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE. (NO OUTSIDE STORAGE IS ALLOWED)

License # B18-0065
Receipt # 00000143
Date: 10/25/2018

Issued to: DOUGLAS M. REUTHER

Doing business as: REUTHER FORD INC.
JEFFERSON COUNTY, MISSOURI

PAID

2017 PERSONAL PROPERTY

<table>
<thead>
<tr>
<th>TAX DISTRICT</th>
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<tbody>
<tr>
<td>CITY OF HERCULANEUM</td>
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<tr>
<td>** TOTAL TAXES **</td>
<td>** 934.53 **</td>
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** DATE PAID 12/28/2017 ** STATE TAX

** TOTAL PAID ** 934.53

BETH MAHN
COUNTY COLLECTOR
HILLSBORO, MO 63050
Phone: 636-797-5408

ACCT # 098465
VALUE 17,050
TAX RT 5.481100

REUTHER FORD INC
1325 MCNUTT ST
HERCULANEUM, MO 63048-1519
**DATE PAID 12/31/2018**

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**TOTAL TAXES** 882.12

**TOTAL PAID** 882.12

Z - Business Value 1 16,090

Total Value: 16,090

BETH MAHN
COUNTY COLLECTOR
HILLSBORO, MO 63050

Phone: 636-797-5406
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** TOTAL TAXES ** 46,933.46

** TOTAL PAID ** 46,933.46

** DATE PAID 12/31/2019 **
2018 REAL ESTATE
COUNTRY OF JEFFERSON

STATE TAX $219.51
HEALTH UNIT TAX $757.13
JOACHIM-PLATTIN AMB $1,091.88
JEFFERSON COLLEGE $2,326.84
FESTUS SCHOOL $26,237.09
JC DEV DISABILITIES $842.06
PARK TAX $191.55
MERCHANT SUR TAX $1,664.08
MENTAL HEALTH TAX $642.06
CITY OF HERCULENEUM $5,097.88
FESTUS SPECIAL $1,263.06

TOTAL TAX $46,154.09
INTEREST / PENALTY 0.00
FEES 0.00
AMOUNT PAID 0.00
TOTAL DUE IF PAID BY 12/31/2018 $46,154.09

PAID
DEC 04, 2018
11:58

BETH MAHN
COUNTY COLLECTOR
HILLSBORO, MO 63050

NOTICE TO TAXPAYERS
You can now pay your taxes on-line at our web site www.jeffcomo.org

If you do not have internet access, you can pay your taxes via IVR by calling 1-877-590-3729. You will be asked for your bill number, the amount due and the Jefferson County Jurisdiction Code, which is 3516.

On-line payments and IVR payments can be made with Visa, Master Card, American Express and Discover credit cards. For these payments, you will be charged a fee of 2.4% of the amount of your tax payment. Visa debit cards are accepted for a fee of $3.95. You can also make your tax payments with e-check for a fee of $1.50.

After authorization of your payment, you will be issued a confirmation number that you should keep for your records. A paid tax receipt will be mailed to you, as the confirmation number is not valid at the license office. If you receive any other message, please contact our office at 636-797-5406 to verify that your payment was processed correctly.

DO NOT SEND THE UPPER HALF OF THE BILL. RETURN ONLY THE LOWER STUB WITH PAYMENT.
<table>
<thead>
<tr>
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Z - Business Value: 1
Total Value: 15,680

BETH MAHN
COUNTRY COLLECTOR
HILLSBORO, MO 63050
Phone: 636-797-5406
JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG

BID #: 20-0027

Invitation for Bid: AUTOMOTIVE PARTS AND SUPPLIES
Date Issued: 2-28-2020
2020

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, APRIL 7, 2020 AT 2:00 P.M. LOCAL TIME.

DAVID MIKUSCH
Department of Public Works
636-797-6017
dmikusch@jeffcomo.org

JACKIE TALARSKI
Department of Administrative Services
636-797-5380

Mail (3) Three Complete Copies With Vendor And Bid Information As Shown In Sample:

SAMPLE ENVELOPE

VENDOR NAME
VENDOR ADDRESS
CONTACT NUMBER
DEPARTMENT OF THE COUNTY CLERK
JEFFERSON COUNTY MISSOURI
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050-0100

SEALLED BID: (BID NAME)

Contract Term:
ONE YEAR CONTRACT
WITH A ONE YEAR RENEWAL OPTION
UPON APPROVAL OF THE COUNTY COUNCIL AND COUNTY EXECUTIVE

Vendor Information:
Pevely Plaza Auto Parts
Bill Oesterle
Company Name
Authorized Agent (Print)

#20 Gannon Square
Address

Pevely, MO 63070
City/State/Zip Code
Fleet Sales Manager
Title

314-882-8666
03/12/2020
20-4310894
Telephone #
Date
Tax ID #

boesterle@loweauto.com
E-mail

636-475-3780
Fax #
TABLE OF CONTENTS:

Legal Notice and Invitation for Bid ........................................... Page 1
Table of Contents ................................................................. Page 2
Bid Requirements ................................................................. Page 3
Bid Response and Contract ...................................................... Page 5
Affidavit .................................................................................. Page 9
Specifications ........................................................................ Page 11

*REQUIRED DOCUMENTS*

1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid. (County must be added as additional insured if awarded)

2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)
    Obtain receipts at http://jeffersonmo.devnetwedge.com

   Or

2b. A notarized affidavit, on company letterhead stating that the applicant does not own any real or personal property in Jefferson County, Missouri.

3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation. (pages 9 & 10)

4. Agreement to be executed by the County upon approval by the County Council and County Executive. (Bidder is required to complete company information and execute signature)

5. Cooperative Bid Form (last page)

6. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.

7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)

*BIDS MAYBE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY
1.0 BID REQUIREMENTS
Bidder shall initial all pages and return where the Bid Document denotes “BIDDER’S INITIALS: [initials].”

1.1 BID SUBMISSION:
Submit bid form in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic bids shall be accepted and shall be rejected. The Vendor prior to the submission deadline as stated on page 1 will submit all bids. Late bids will not be accepted and returned to the vendor unopened. The County reserves the right to request additional written or oral information from Respondents in order to obtain clarification. A fully executed Affidavit is required by Section 285.530 RSMo., and shall be submitted with the bid form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the bid being rejected. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

1.2 BASIS OF BID AWARD:
Award may be made on an item-by-item basis to the lowest and best Bidder(s) or award may be made to the lowest and best bid total, whichever provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or any other reason deemed to be in the best interest of the County. Quantities stated herein represent an estimate for the period stated. Orders shall be placed for actual requirements as needed. The County may reject any or all bids for any reason and may waive any informality. Bids submitted from a Missouri State Contract shall include a copy of the State Contract with the bid. The award does not constitute an order or obligation to order by the County. The issuance of a Purchase Order Number shall be construed as acceptance of a Contract with all terms, conditions, and prices firm during the length of the agreement terms.

1.3 BID AWARD:
It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Regulations, and Orders of Jefferson County, Missouri, State and Federal Law. If no Bid or Bids have been awarded by the County Council within forty-five (45) days following the opening of the bids then all bids will be deemed Rejected.

1.4 BID PREPARATION:
1. Bidders are responsible for examination of drawings, specifications, schedules and instructions. Failure to do so will be at the Bidder’s risk.
2. Each Bidder shall furnish the information required by the invitation. The Bidder shall sign all required documents. All deletions and erasures shall be initialed.
3. Alternate bids for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Bidder shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the invitation for bid.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

1.5 MODIFICATION OR WITHDRAWAL OF BIDS:
Bids may be modified or withdrawn prior to the exact hour and date specified for receipt of bids, provided the modification or withdrawal is in writing and is delivered in the same manner as a bid submission.

1.6 LATE BIDS:
It is the responsibility of the Bidder to deliver his bid or bid modification on or before the date and time of the bid closing to the Department of the County Clerk. Bids received late will be rejected and returned unopened to the Bidder.

1.7 BID DEPOSITS/BONDS:
Bid Deposits/Bonds are not required unless specified in the specifications. Bid deposits/Bonds must be in the exact amount as stipulated in the bid.

1.8 MATERIAL AVAILABILITY:
Bidders must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the Bidder to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

1.9 ALTERNATE BIDS:
Alternate Bids for items will be accepted except when stated “NO SUBSTITUTIONS”. Bidders must submit complete specifications on all alternate bids with the bid form. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. The County may accept or reject alternate bids; whatever is most advantageous to the County.
1.10 INCORPORATION OF DOCUMENTS:
The terms of the Bid Invitation, Bid Specifications, Bid Form are and shall be incorporated into the contract as if fully setout therein. The Bid, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

1.11 ADDENDA:
Addenda to bid specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda’s prior to submission of bid forms. Verification is made by contacting the Office of Contracts and Grants at (636) 797-5380, or by reviewing the County Web Site. (www.jeffcomo.org).

1.12 INSURANCE:
The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at its own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor’s execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman’s compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its’ forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. (X) Required ( ) Not Required Comprehensive General Liability Insurance

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than $1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. (X) Required ( ) Not Required Professional Liability Insurance

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be $1,000,000.00. Should any work be subcontracted, these limits will also apply.

C. (X) Required ( ) Not Required Worker’s Compensation Insurance:
per Missouri Revised Statutes Chapter 287

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker’s compensation insurance limits as required by the statutes of the State of Missouri and Employer’s Liability with limits no less than $500,000.00.

1.13 BID SUBMISSIONS
Bids submitted on separate forms are NOT acceptable unless specified in the Bid Document. Failure to complete bid forms to the satisfaction of the County may result in rejection of your bid. It is the responsibility of each Bidder before submitting a bid to examine ALL documents thoroughly, and request written or oral interpretation of clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Request for clarification must be received prior to bid openings.
1.14 BID OPENINGS
Bids will be publicly opened and read aloud at the time indicated on page 1. The Bidders and the public are invited but not required to attend the formal opening of the bids. No decisions relating to the award of a contract or agreement will be made at the opening.

1.15 BID TABULATIONS
Bid Tabulations are not available for 5 to 7 business days following the Bid Opening. Bid submissions are open for public review at the time of the Bid Opening. Bid tabulations are posted on the County’s web-site address, www.jeffcomo.org. NO COPIES of bid tabulations are sent to vendors.

2.0 BID RESPONSE AND CONTRACT

2.1 BIDDER REPRESENTATIONS:
The Bidder, by executing the Bid form certifies that:
A. The bid complies with Invitation for Bid form and Bid Specifications.
B. Bidder is not debarred or suspended from participation in Federal Assistance programs.

2.2 TAXES:
No bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective Bidder is required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at http://jeffersonmo.devnetwedge.com/ or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the Bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

2.3 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:
A. The prices in the bid shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Bidder or other person.
B. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Bidder prior to opening.
C. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid.

2.4 PRICE:
The price(s) specified in this bid shall be firm and not subject to contingency or reservation. If the Vendor fails to honor stated prices as submitted in the Bid Form or Contract, the County reserves the right to obtain the same items from the next lower vendor who submitted a bid price for the item. The original vendor shall be responsible for the difference in price and required to make restitution to the County for the difference in price. The Bidder represents prices specified in the bid do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the Bidder’s most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. Bid prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices shall be firm for ALL County departments and locations for term of the agreement.

2.5 MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:
Bidder represents that the goods provided comply with Sections 34.350 to 34.359, RSMo., known as the Domestic Product Procurement Act. The Act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Bidder shall include proof of compliance with the Act with the bid when requested.
2.6 NON-EXCLUSIVE AGREEMENT:
The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

2.7 DEFINITIONS:
A. The term "County" means the Jefferson County, Missouri and its designated representatives.
B. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
C. The term "IFB" means Invitation for Bid.
D. The term "Agreement/Contract means Binding Agreement, Contract, Request for Purchase, Order.

2.8 INSPECTION, ACCEPTANCE AND APPROVALS:
Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

2.9 WARRANTY:
Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective goods corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

2.10 PAYMENT:
County will pay Supplier for goods upon delivery to, submission of certified invoices with attached tipping fee receipts and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

2.11 CHANGE ORDER:
County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

2.12 DELIVERIES:
Deliveries shall be made in strict accordance with any delivery schedule contained in the bid specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

2.13 RESPONSIBILITY FOR SUPPLIES:
Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

2.14 SUBCONTRACTS:
Supplier shall not enter into any subcontract(s) in excess of $25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.
2.15 CHOICE OF LAW:
This bid and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

2.16 TERMINATION:
A. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County with a thirty (30) day written notice. The Vendor may terminate the Agreement/Contract upon a sixty (60) day prior notice in writing. In the event of any termination of the Agreement/Contract by the Vendor, the County may purchase such supplies and/or services similar to those terminated and for the duration of the Agreement/Contract period the Vendor will be liable for all costs in excess of the established contract pricing.

B. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability. The County may cancel the Agreement/Contract or affirm the Contract and hold the Vendor responsible for damages.

C. Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the Bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

D. Default: County may terminate the whole Contract or any part in either of the following circumstances:
D-1. If Supplier fails to deliver the items required by the contract within the time specified; or
D-2. If Supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
D-3. In the event of the Supplier's non-compliance with the provisions as set forth, this Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

2.17 NOTICE AND SERVICE THEREOF:
Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the bid form.

2.18 CONTRACT TERM:
Performance shall be governed solely by the terms and conditions as set forth in the Invitation for Bid, Bid Specifications, Bid Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

2.19 COMPLIANCE WITH APPLICABLE LAWS:
Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended, including provisions of the Home Rule Charter of Jefferson County, Missouri requiring all workers
performing work under any contract with Jefferson County be paid a wage that is at least the prevailing hourly rate of wages for work of a similar character in Jefferson County.

2.20 ACTS OF GOD:
No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

2.21 SELLER'S INVOICES:
Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

2.22 APPROVAL:
It is agreed the acceptance of a Bid shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council, and the County Counselor.

2.23 RENEWAL OPTION:
The County reserves the right to negotiate the contract for one (1) additional one-year term with the written consent of the awarded vendor. If the contractor/vendor requests an increase in compensation for any renewal period, the vendor shall notify the Office of Contracts and Grants no less than 60 days prior to the end of the contract period. The County shall notify the Vendor of the intent to exercise the renewal option. However, failure to notify the Vendor does not waive the County's right to exercise the renewal option.

Indicate: [ ] Individual: [ ] Partnership: [X] Corporation.

2.24 INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:
Incorporated in the State of Missouri.

2.25 LITIGATION:
This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

2.26 LANGUAGE: Bids and all related documents will only be accepted in the English Language.
**Pevely Plaza Auto Parts is not a contractor or subcontractor.**

**AFFIDAVIT OF WORK AUTHORIZATION**

The grantee, sub grantees, contractor or subcontractor who meets the section 285.525, RSMo. definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now **NOT APPLICABLE** (Name of Business Entity Authorized Representative) as ______________________ (Position/Title) first being duly sworn on my oath, affirm ______________________ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to ______________________ (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that ______________________ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to ______________________ (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

__________________________________________  ________________________________________
Authorized Representative’s Signature          Printed Name

_____________________________                   ________________
Title                                                      Date

Subscribed and sworn to before me this _________________ of _________________. I am
(DAY)                                           (MONTH, YEAR)

commissioned as a notary public within the County of ______________________, State of
(NAME OF COUNTY)

_____________________________                   ________________
(NAME OF STATE)                                  (DATE)

__________________________________________
Signature of Notary                                      Date

Invitation for Bid                                      9 of 13
CURRENT BUSINESS ENTITY STATUS

I certify that ____________________________ (Business Entity Name) MEETS the definition of a business entity as defined in section 285.525, RSMo., pertaining to section 285.530, RSMo., as stated above.

Authorized Business Entity Representative’s Name (Please Print)

Authorized Business Entity Representative’s Signature

Business Entity Name Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

☐ Enroll and participate in the E-Verify federal work authorization program
   (Website: http://www.dhs.gov/e-verify;
   Phone: 888-464-4218: Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

   AND

☐ Provide documentation affirming said company’s/individual’s enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee’s, subgrantee’s, contractor’s, or subcontractor’s name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee’s, subgrantee’s, contractor’s, or subcontractor’s name, then no additional pages of the MOU must be submitted).
Automotive Parts and Supplies
Bid Specifications
2/20/2020

This bid is for the purchase of automotive/small truck repair parts and accessories.
All parts are required to be delivered to the Jefferson County Fleet Services garage or the Jefferson County Highway Fleet garage located at 5275 Highway B, Hillsboro, Missouri 63050.
Parts for vehicles that are no longer needed, out of date, or obsolete shall be returned for exchange or credit to meet current stock needs.
All parts offered must be first line, premium quality parts.
Supplier must provide a listing/catalog of all parts to Jefferson County with the list price for each item specified or access to supplier's website.
All List Price increases/decreases must be communicated via writing to Jefferson County.
Questions pertaining to this bid may be directed to David Mikusch, Fleet Manager, at 636-797-6017.
Offered discounts on selected items may be increased for special programs and special pricing. Those special offerings should be communicated with Jefferson County.
Minimum dollar amount of order, if any $ 0.00
Length of time between order and delivery for stock items 1 hour or less
If you cannot hold your discount for one full year, you will guarantee these discounts to remain in effect until 1 year from awarded date (Date your bid discounts expire)
In an emergency, can the County call your company after regular business hours? Yes No
If so, name of party to call Jim Modglin Telephone number 314-466-3057
Supplier Comments:
Will require the phone number of the person calling after hours to ensure the call is answered.
This pricing is the same as the St. Louis County contract and will honor this as a piggyback.

Supplier should bid one discount for each type of part on the following list:

<table>
<thead>
<tr>
<th>Description</th>
<th>Percent Discount off of List Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical Components (alternators, starters, lights, wiring, sensors, switches, light bulbs, coils, ignition components, etc.)</td>
<td>See attached list!</td>
</tr>
<tr>
<td>Cooling system components (water pumps, radiators, hoses, etc.)</td>
<td>See attached list!</td>
</tr>
<tr>
<td>Brake Components (pads, rotors, drums, calipers, etc.)</td>
<td>See attached list!</td>
</tr>
<tr>
<td>Suspension and Steering Parts</td>
<td>See attached list!</td>
</tr>
<tr>
<td>Exhaust Components</td>
<td>See attached list!</td>
</tr>
<tr>
<td>Engine Components</td>
<td>See attached list!</td>
</tr>
<tr>
<td>Air Conditioning Components</td>
<td>See attached list!</td>
</tr>
<tr>
<td>Batteries</td>
<td>See attached list!</td>
</tr>
<tr>
<td>Auto and Light Truck oil filters</td>
<td>See attached list!</td>
</tr>
<tr>
<td>Auto and Light Truck air filters</td>
<td>See attached list!</td>
</tr>
<tr>
<td>Auto and Light Truck fuel filters</td>
<td>See attached list!</td>
</tr>
<tr>
<td>Heavy Truck and Equipment Oil Filters</td>
<td>See attached list!</td>
</tr>
<tr>
<td>Heavy Truck and Equipment Air filters</td>
<td>See attached list!</td>
</tr>
<tr>
<td>Heavy Truck and Equipment Fuel filters</td>
<td>See attached list!</td>
</tr>
<tr>
<td>Equipment and tools</td>
<td>See attached list!</td>
</tr>
<tr>
<td>% discount on all other parts, supplies, and accessories</td>
<td>See attached list!</td>
</tr>
</tbody>
</table>
In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this _____________ day of ______________________ 2020:

Pevely Plaza Auto Parts

Company Name

Signature

Bill Oesterle

Print

Company Address: #20 Gannon Square

#20 Gannon Square

Phone: 314-882-8666

I hereby certify under section 50.660 RSMo., there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

Kristy L. Oppold

County Auditor

APPROVED AS TO FORM

County Counselor
COOPERATIVE BID FORM

Bid Name: AUTOMOTIVE PARTS AND SUPPLIES 2020

INSTRUCTIONS: Bidders MUST fill out this form as part of the bidding process and attach to your bid response to Jefferson County, Missouri.

COOPERATIVE PROCUREMENT CONTRACT

This is a cooperating supply contract in accordance with Chapter 130, Section 130.020. K.3., of the Procurement Policy and Procedures, Jefferson County Code of Ordinances.

Will you extend bid prices, cash terms, and all other terms and conditions of any contract resulting from this bid with Jefferson County, Missouri, to any Jefferson County, Missouri, Municipality, government agency, district, sub-district or other tax-supported entity?

Yes X  No

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, is not a prerequisite for award, Jefferson County, Missouri, may take this factor into consideration if tie bids are received, in addition to the normal Terms and Conditions of the Invitation for Bid, enclosed herewith as a part of this bid.

Bidders are encouraged to extend contract prices to Municipalities and any other tax-supported entities.

If agreeable to the above, state the minimum dollar value per order you will require from a Municipality or any other tax-supported entity (this shall not apply to Jefferson County, Missouri Government, Departments or Divisions):

MINIMUM DOLLAR VALUE PER ORDER: $ 0.00

BY: Bill Oesterle

TITLE: Fleet Sales Manager

COMPANY: Pevely Plaza Auto Parts

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 314-882-8666 E-mail boesterle@loweauto.com

THIS FORM WILL BECOME PART OF THE BID DOCUMENT PACKAGE SUBMITTED TO JEFFERSON COUNTY, MISSOURI

Invitation for Bid 13 of 13 Bidder's Initials
<table>
<thead>
<tr>
<th>Section</th>
<th>Product/Line</th>
<th>ACDelco</th>
<th>Motorcraft</th>
<th>Power Stop</th>
<th>WIX</th>
<th>Standard</th>
<th>Wagner</th>
<th>KYB</th>
<th>MOOG</th>
<th>FELPRO</th>
<th>TYC</th>
<th>WALKER</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical Components</td>
<td>Alternators</td>
<td>50%</td>
<td>51%</td>
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<td>MPA 71%</td>
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<td>Starters</td>
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<td>51%</td>
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<td>MPA 75%</td>
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<td>48%</td>
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</table>
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGES

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>ADDED TO</th>
<th>LIMITS</th>
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<tr>
<td>COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR</td>
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<td>GEN/AGGREGATE LIMIT APPLIES TO:</td>
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<tr>
<td>POLICY</td>
<td>PROJ</td>
<td>LOC</td>
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<td>ZF1541</td>
<td>03/01/2020</td>
<td>03/01/2021</td>
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<th>LIMITS</th>
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<th>LIMITS</th>
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<td>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/OWNER/EXECUTIVE OFFICER/SHAREHOLDER EXCLUDED OR NOT COVERED (Mandatory in NH)</td>
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<td>Y</td>
<td>N</td>
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</tr>
<tr>
<td>ZF1541</td>
<td>03/01/2020</td>
<td>03/01/2021</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Description: Vendor Registration

CERTIFICATE HOLDER

Department of Administrative Services
PO Box 100
Hillsboro
MO 63050-0100

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J. Cody Wilson
## Additional Named Insureds

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
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<tbody>
<tr>
<td><strong>See Attached List of Named Insureds</strong></td>
<td></td>
</tr>
<tr>
<td>dba Eagle Automotive of Bloomington</td>
<td>Doing Business As</td>
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<tr>
<td>dba Eagle Automotive of Chicago</td>
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</tr>
<tr>
<td>dba Eagle Automotive of Milwaukee</td>
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<tr>
<td>dba Eagle Automotive-West</td>
<td>Doing Business As</td>
</tr>
<tr>
<td>dba Jefferson County Auto Parts</td>
<td>Doing Business As</td>
</tr>
<tr>
<td>dba M.A.P. Automotive Warehouse, Inc.</td>
<td>Doing Business As</td>
</tr>
<tr>
<td>dba M.A.P. of Bloomington</td>
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</tr>
<tr>
<td>dba M.A.P. of Chicago</td>
<td>Doing Business As</td>
</tr>
<tr>
<td>dba M.A.P. of Milwaukee</td>
<td>Doing Business As</td>
</tr>
<tr>
<td>dba Pevely Auto Parts</td>
<td>Doing Business As</td>
</tr>
<tr>
<td>dba SEMO Automotive</td>
<td>Doing Business As</td>
</tr>
<tr>
<td>dba South County Auto Parts</td>
<td>Doing Business As</td>
</tr>
<tr>
<td>Eagle Automotive of Peoria</td>
<td>Doing Business As</td>
</tr>
<tr>
<td>Lowe Autographix</td>
<td>Corporation, Additional Named Insured</td>
</tr>
<tr>
<td>Lowe Automotive Distribution Inc.</td>
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</tr>
<tr>
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<td>Corporation, Additional Named Insured</td>
</tr>
<tr>
<td>Lowe Automotive-Springfield</td>
<td>Corporation, Doing Business As</td>
</tr>
<tr>
<td>M.A.P. Automotive Inc.</td>
<td>Corporation, Additional Named Insured</td>
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<td>MAP Automotive of Peoria</td>
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<td>Return Status</td>
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<tr>
<td>Date Returned</td>
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<tr>
<td>City</td>
<td>PEVELY</td>
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<tr>
<td>Owner Name</td>
<td>PEVELY PLAZA AUTO PARTS, 20 GANNON SQUARE PEVELY, MO, 63070</td>
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<td>Account Type</td>
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### Items

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<td>$2,040.33</td>
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### Billing Details

- **Tax Billed**: $2,040.33
- **Penalty Billed**: $582.06
- **Cost Billed**: $100.00
- **Total Billed**: $2,722.38
- **Amount Paid**: $2,722.38
- **Total Unpaid**: $0.00

### Tax Due Amounts

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<th>Amount due is...</th>
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<tr>
<td>April 2020</td>
<td>$0.00</td>
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<td>May 2020</td>
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<td>June 2020</td>
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<tr>
<td>December 2020</td>
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Tax Due amounts are for all unpaid years.  
See Payment History section for year-by-year details.
### Payment History

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<th>Tax Year</th>
<th>Total Due</th>
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### Taxing Bodies

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<td>JOACHIM-PLATTIN AMB</td>
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<tr>
<td>CITY OF PEVELY</td>
<td>0.770400</td>
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<tr>
<td>JEFFERSON COLLEGE</td>
<td>0.336200</td>
<td>$100.86</td>
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<td>COUNTY TAX</td>
<td>0.016700</td>
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<tr>
<td>DUNKLIN FIRE</td>
<td>0.714700</td>
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<td>HEALTH UNIT TAX</td>
<td>0.074200</td>
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<tr>
<td>MENTAL HEALTH TAX</td>
<td>0.092900</td>
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<td>FESTUS SPECIAL</td>
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Data updated: 2020-03-31 14:10:00
wEdge Version 4.0.7324.18965
St. Louis County  
Contract Change Order Request Form  
Contract Change Order/Renewal/Administrative

If a one-time purchase this form must be attached to a MUNIS Requisition.

1) Date: 03/22/19
2) To: John Tigert  
Procurement Contract Administrator

3) Requesting Department/Requestor Name: Admin/Procurement

Instructions:
Department shall complete and submit this form, including a written determination that the Change Order price is fair and reasonable. The department must attach all supporting documentation to substantiate the change and if necessary incorporate into the contract. The fully executed change order may be viewed in Tyler Content Management (TCM) after all approvals are obtained.

Change Orders for contracts which are one time purchases may not exceed 30% aggregate of the original contract value. If it’s necessary to exceed the 30%, department must attach justification from the Department Director to be approved/disapproved by the Director of Procurement or their designee.

4) Authorized Staff Signature: John Tigert  
(Unless authorized by Department Director or designee, requester shall cc the Department Director when emailing this form to Procurement)

1) Contract Number: 20180070  
2) Contract Title: Automotive Parts - N/S/W/SW

3) Contractor Name: Lowe Auto Dist. DBA Eagle Auto  
4) Contractor Email: jautery@lowesauto.com

Reason for Change: (Change/Add Item(s)-Include Quantity, Description and Price)
Added specification or scope of work must be within the original contract specification or scope of work.

Renewal of contract for a period from 04/01/19-03/31/20.

Contractor Authorized Signature: Bill Oestriche

Date: 4/5/19

Procurement: (PROCUREMENT USE ONLY)  
Director of Procurement  
Change Order #

1. Percent of Cumulative Change Order(s): ____________% (One Time Buy Only)  
(PRINT Total Amount of all Change Orders to Date to include this Change)

2. Vendor County Taxes current  
   ______Y  ______N  JT 03/22/19
   PCA/Date

3. Add Funds to Contract $ 360,000  
   Open Contract to Pay Invoices

Complete and return to John Tigert @stlouisco.com within 5 business days of receipt.  
Issued by St. Louis County Director of Procurement

Rev. 3/31/2017
DIVISION OF PROCUREMENT

CONTRACT PERFORMANCE REPORT AND RENEWAL SUMMARY

To: Ron Feltmann
Date: February 14, 2019
Department: Transportation

The following contract expires within the next six (6) months. Please complete the report to let us know if this contractor is complying with the contract requirements, if there are any performance issues and if the contract should be renewed, if possible, or re-bid.

This information from this form is provided to the contractor to improve products and services supplied to County departments.

Contract No.: 20180070  Product/Service: Automotive Parts
Contractor: Lowe Auto Dist. DBA Eagle Auto
Current Expiration Date: 3/31/2019
Renewal Date: 04/01/19  Vendor Contact: jautery@lowesauto.com

To Be Completed by Department:
Do You Wish to Renew? Yes / No

Estimate Contract Renewal Amount (annually): $ 360,000  Prior Term Expenditures: $ 319,680
Funding Source (includes Grants, Fund and Department):
1020-3100-3190-3191-517110-00000-00000-00000-00000

☐ No Renewals Available  Do You Wish to Rebid? Yes / No

Departments must submit to Procurement, within 10 days of date of this report, bid specifications, including all information from any Change Orders issued against the contract.

A bid shall be issued with sufficient time to establish a new contract before the current contract expires.

Rating Scale: 5=Excellent, 4=Good, 3=Average, 2=Poor, 1=Fails to meet expectations
Written documentation of issues is required for any rating of 1 or 2.

<table>
<thead>
<tr>
<th>Product or Service Rating</th>
<th>Rate 1-5</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Product(s) or service(s) meets your Department's needs</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Product(s) or service(s) meets the contract requirements</td>
<td>4</td>
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<tr>
<th>Contract Rating</th>
<th>Rate 1-5</th>
<th>Comments</th>
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<tbody>
<tr>
<td>Compliance with contract requirement</td>
<td>4</td>
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<td>Timeliness of delivery</td>
<td>4</td>
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<td>Responsiveness to inquiries</td>
<td>4</td>
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<tr>
<td>Problem resolution</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Employee courtesy</td>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>

If comments will not fit in the space above, please attach as a separate document before submitting.

Submitted by: Ron Feltmann (Must be signed by Department Director)
Dept.: Dept. of Transportation, Fleet Management  Date: February 26, 2019

Upon Completion Submit to John Tigert at jtigert@stlouisco.com

285.530. Employment of unauthorized aliens prohibited — federal work authorization program, requirements for participation in — liability of contractors and subcontractors. — 1. No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

2. As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Any entity contracting with the state or any political subdivision of the state shall only be required to provide the affidavits required in this subsection to the state and any political subdivision of the state with which it contracts, on an annual basis. During or immediately after an emergency, the requirements of this subsection that a business entity enroll and participate in a federal work authorization program shall be suspended for fifteen working days. As used in this subsection, "emergency" includes the following natural and manmade disasters: major snow and ice storms, floods, tornadoes, severe weather, earthquakes, hazardous material incidents, nuclear power plant accidents, other radiological hazards, and major mechanical failures of a public utility facility.

3. All public employers shall enroll and actively participate in a federal work authorization program.

4. An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer
shall retain a copy of the dated verification report received from the federal
government. Any business entity that participates in such program shall
have an affirmative defense that such business entity has not violated
subsection 1 of this section.

5. A general contractor or subcontractor of any tier shall not be liable
under sections 285.525 to 285.550 when such general contractor or
subcontractor contracts with its direct subcontractor who violates
subsection 1 of this section, if the contract binding the contractor and
subcontractor affirmatively states that the direct subcontractor is not
knowingly in violation of subsection 1 of this section and shall not
henceforth be in such violation and the contractor or subcontractor receives
a sworn affidavit under the penalty of perjury attesting to the fact that the
direct subcontractor's employees are lawfully present in the United States.
To Whom It May Concern:                                           April 23, 2020

Please allow this letter to serve as notice that while we do participate in the fleet and government bidding process, we do not participate in the E-Verification program.

Throughout our hiring process, we thoroughly vet our incoming employment prospects, utilizing a pre-employment physicals and lift tests, in addition to utilizing the DMV in running Motorist Vehicle Reports to confirm legal driving status, etc. in all three states in which we find our locations, Wisconsin, Illinois, and Missouri.

Regards,

[Signature]

Bill Oesterle
Lowe Automotive Group
JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG

BID #: 20-0027

Invitation for Bid: AUTOMOTIVE PARTS AND SUPPLIES 2020

Date Issued: 2-28-2020

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, APRIL 7, 2020 AT 2:00 P.M. LOCAL TIME.

Specification
Contact: DAVID MIKUSCH
Department of Public Works
636-797-6017
dmikusch@jeffcomo.org

Contract
Contact: JACKIE TALARSKI
Department of Administrative Services
636-797-5380

Mail (3) Three Complete Copies With Vendor And Bid Information As Shown In Sample:

SAMPLE ENVELOPE

VENDOR NAME

VENDOR ADDRESS

CONTACT NUMBER

DEPARTMENT OF THE COUNTY CLERK
JEFFERSON COUNTY MISSOURI
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050-0100

SEALED BID: (BID NAME)

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Bid, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices Discounts are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County. Individual unit prices are subject to change without notice. Discounts will be held firm per NCPA cooperative contract 26-19 effective through 11/31/22 under which the County purchases with Vendor.

Roanen Barron

Company Name O'Reilly Automotive Stores, Inc,
dba O'Reilly Auto Parts

Address 233 S. Patterson Ave.

Senior Bid Analyst

City/State/Zip Code Springfield, MO, 65802

Title

(417) 829-5879

4/3/2020

44-0618012

Date

Tax ID #

Telephone #

probids@oreillyauto.com

(417) 874-7199

E-mail

Fax #

Invitation for Bid

1 of 13

Bidder's Initials RB
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*REQUIRED DOCUMENTS*

1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.
   (County must be added as additional insured if awarded)
   County is covered under a blanket "Additional Insured" provision.

2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)
   Obtain receipts at http://jeffersonmo.devnetwedge.com

   Or

2b. A notarized affidavit, on company letterhead stating that the applicant does not own any real or personal property in Jefferson County, Missouri.

3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation. (pages 9 & 10)

4. Agreement to be executed by the County upon approval by the County Council and County Executive. (Bidder is required to complete company information and execute signature)

5. Cooperative Bid Form (last page)

6. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.

7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)

*BIDS MAYBE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY*
1.0 BID REQUIREMENTS
Bidder shall initial all pages and return where the Bid Document denotes "BIDDER'S INITIALS: RB."

1.1 BID SUBMISSION:
Submit bid form in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic bids shall be accepted and shall be rejected. The Vendor prior to the submission dead line as stated on page 1 must submit all bids. Late bids will not be accepted and returned to the vendor unopened. The County reserves the right to request additional written or oral information from Respondents in order to obtain clarification. A fully executed Affidavit is required by Section 285.330 RSMo., and shall be submitted with the bid form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the bid being rejected. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

1.2 BASIS OF BID AWARD:
Award may be made on an item-by-item basis to the lowest and best Bidder(s) or award may be made to the lowest and best bid total, whichever provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or any other reason deemed to be in the best interest of the County. Quantities stated herein represent an estimate for the period stated. Orders shall be placed for actual requirements as needed. The County may reject any or all bids for any reason and may waive any informality. Bids submitted from a Missouri State Contract shall include a copy of the State Contract with the bid. Bid award does not constitute an order or obligation to order by the County. The issuance of a Purchase Order Number shall be construed as acceptance of a Contract with all terms, conditions, and prices firm during the length of the agreement terms.

1.3 BID AWARD:
It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no Bid or Bids have been awarded by the County Council within forty-five (45) days following the opening of the bids then all bids will be deemed Rejected.

1.4 BID PREPARATION:
1. Bidders are responsible for examination of drawings, specifications, schedules and instructions. Failure to do so will be at the Bidder's risk.
2. Each Bidder shall furnish the information required by the invitation. The Bidder shall sign all required documents. All deletions and ensures shall be initialed.
3. Alternate bids for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Bidder shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the invitation for bid.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

1.5 MODIFICATION OR WITHDRAWAL OF BIDS:
Bids may be modified or withdrawn prior to the exact hour and date specified for receipt of bids, provided the modification or withdrawal is in writing and is delivered in the same manner as a bid submission.

1.6 LATE BIDS:
It is the responsibility of the Bidder to deliver his bid or bid modification on or before the date and time of the bid closing to the Department of the County Clerk. Bids received late will be rejected and returned unopened to the Bidder.

1.7 BID DEPOSITS/BONDS:
Bid Deposits/Bonds are not required unless specified in the specifications. Bid deposits/Bonds must be in the exact amount as stipulated in the bid.

1.8 MATERIAL AVAILABILITY:
Bidders must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the Bidder to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

1.9 ALTERNATE BIDS:
Alternate Bids for items will be accepted except when stated "NO SUBSTITUTIONS". Bidders must submit complete specifications on all alternate bids with the bid form. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. The County may accept or reject alternate bids; whatever is most advantageous to the County.
1.10 INCORPORATION OF DOCUMENTS:
The terms of the Bid Invitation, Bid Specifications, Bid Form are and shall be incorporated into the contract as if fully setout therein. The Bid, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

1.11 ADDENDA:
Addenda to bid specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of bid forms. Verification is made by contacting the Office of Contracts and Grants at (636) 797-5380, or by reviewing the County Web Site. (www.jeffcomo.org).

1.12 INSURANCE:
The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at its own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor’s execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman’s compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its’ forces as enumerated above. All policies must name cover the County as an additional insured and provide for thirty (30) days written notice to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.
The County is covered under a blanket "Additional Insured" provision.

A. (X) Required ( ) Not Required Comprehensive General Liability Insurance

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than $1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. (X) Required ( ) Not Required Professional Liability Insurance

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be $1,000,000.00. Should any work be subcontracted, these limits will also apply.

C. (X) Required ( ) Not Required Worker’s Compensation Insurance:
per Missouri Revised Statutes Chapter 287

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than $500,000.00.

1.13 BID SUBMISSIONS
Bids submitted on separate forms are NOT acceptable unless specified in the Bid Document. Failure to complete bid forms to the satisfaction of the County may result in rejection of your bid. It is the responsibility of each Bidder before submitting a bid to examine ALL documents thoroughly, and request written or oral interpretation of clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Request for clarification must be received prior to bid openings.
1.14 BID OPENINGS
Bids will be publicly opened and read aloud at the time indicated on page 1. The Bidders and the public are invited but not required to attend the formal opening of the bids. No decisions relating to the award of a contract or agreement will be made at the opening.

1.15 BID TABULATIONS
Bid Tabulations are not available for 5 to 7 business days following the Bid Opening. Bid submissions are open for public review at the time of the Bid Opening. Bid tabulations are posted on the County’s web-site address, www.jeffcomo.org. NO COPIES of bid tabulations are sent to vendors.

2.0 BID RESPONSE AND CONTRACT

2.1 BIDDER REPRESENTATIONS:
The Bidder, by executing the Bid form certifies that:
A. The Bid complies with Invitation for Bid form and Bid Specifications.
B. Bidder is not debarred or suspended from participation in Federal Assistance programs.

2.2 TAXES:
No bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective Bidder is required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at http://jeffersonmo.devnet.wedge.com/ or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in full, prior to the award of any bid, or proof shall be provided that the Bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

2.3 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:
A. The prices in the bid shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Bidder or other person.
B. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Bidder prior to opening.
C. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid.

2.4 PRICE:
The price(s) discount(s) specified in this bid shall be firm and not subject to contingency or reservation. If the Vendor fails to honor stated prices discounts as submitted in the Bid Form or Contract, the County reserves the right to obtain the same items from the next lower vendor who submitted a bid price for the item. The original vendor shall be responsible for the difference in price and required to make restitution to the County for the difference in price. The Bidder represents prices specified in the bid do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the Bidder's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. Bid prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices discounts shall be firm for ALL County departments and locations for term of the agreement.

2.5 MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:
Bidder represents that the goods provided comply with Sections 34.350 to 34.359, RSMo., known as the Domestic Product Procurement Act. The Act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Bidder shall include proof of compliance with the Act with the bid when requested.

Invitation for Bid
5 of 13
Bidder's initials RB
2.6 NON-EXCLUSIVE AGREEMENT:
The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor’s services.

2.7 DEFINITIONS:
A. The term "County" means the Jefferson County, Missouri and its designated representatives.
B. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
C. The term "IFB" means Invitation for Bid.
D. The term “Agreement/Contract” means Binding Agreement, Contract, Request for Purchase, Order.

2.8 INSPECTION, ACCEPTANCE AND APPROVALS:
Goods shall at all times and places, including the period of manufacture, be subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier’s expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

2.9 WARRANTY:
Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to manufacturer’s specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier’s service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after manufacture’s warranty period after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier’s expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier’s expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

2.10 PAYMENT:
County will pay Supplier for goods upon delivery, submission of certified invoices with attached tipping fee receipts and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

2.11 CHANGE ORDER:
County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

2.12 DELIVERIES:
Deliveries shall be made in strict accordance with any delivery schedule contained in the bid specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the “termination” clause. Deliveries are to be made at locations specified by the County at time of Order.

2.13 RESPONSIBILITY FOR SUPPLIES:
Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County’s facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

2.14 SUBCONTRACTS:
Supplier shall not enter into any subcontract(s) in excess of $25,000 or 20% of this contract price; whichever is less, for any goods without County’s prior written approval.
2.15 CHOICE OF LAW:
This bid and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

2.16 TERMINATION:
A. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County with a thirty (30) day written notice. The Vendor may terminate the Agreement/Contract upon a sixty (60) thirty (30) day prior notice in writing. In the event of any termination of the Agreement/Contract by the Vendor, the County may purchase such supplies and/or services similar to those terminated and for the duration of the Agreement/Contract period the Vendor will be liable for all costs in excess of the established contract pricing.

B. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability. The County may cancel the Agreement/Contract or affirm the Contract and hold the Vendor responsible for damages.

C. Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the Bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

D. Default: County may terminate the whole Contract or any part in either of the following circumstances:
D-1. If supplier fails to deliver the items required by the contract within the time specified; or
D-2. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
D-3. In the event of the Supplier's non-compliance with the provisions as set forth, this Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

2.17 NOTICE AND SERVICE THEREOF:
Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the bid form.

2.18 CONTRACT TERM:
Performance shall be governed solely by the terms and conditions as set forth in the Invitation for Bid, Bid Specifications, Bid Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

2.19 COMPLIANCE WITH APPLICABLE LAWS:
Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended, including provisions of the Home Rule Charter of Jefferson County, Missouri requiring all workers
performing work under any contract with Jefferson County be paid a wage that is at least the prevailing hourly rate of wages for work of a similar character in Jefferson County.

2.20 ACTS OF GOD:
No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

2.21 SELLER'S INVOICES:
Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

2.22 APPROVAL:
It is agreed the acceptance of a Bid shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council, and the County Counselor.

2.23 RENEWAL OPTION:
The County reserves the right to negotiate the contract for one (1) additional one-year term with the written consent of the awarded vendor. If the contractor/vendor requests an increase in compensation for any renewal period, the vendor shall notify the Office of Contracts and Grants no less than 60 days prior to the end of the contract period. The County shall notify the Vendor of the intent to exercise the renewal option. However, failure to notify the Vendor does not waive the County’s right to exercise the renewal option.

Indicate: [ ] Individual: [ ] Partnership: [x] Corporation.

2.24 INDIVIDUALS, PARTNERSHIPS, CORPORATIONS:
Incorporated in the State of Missouri.

2.25 LITIGATION:
This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

2.26 LANGUAGE: Bids and all related documents will only be accepted in the English Language.
AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo. definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now ___________________________ (Name of Business Entity Authorized Representative) as ___________________________ ( Position/Title) first being duly sworn on my oath, affirm

________O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to ____________ (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that ________O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to ____________ (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

__________________________________________________________
Authorized Representative's Signature

Roanen Barron
Printed Name

_________________________  ___________________________
Senior Bid Analyst  4/3/2020

_________________________
Title

Subscribed and sworn to before me this 3rd of April, 2020. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of Greene, State of Missouri and my commission expires on 03/11/2020.
(NAME OF COUNTY) (DATE)

__________________________________________________________
Signature of Notary

_________________________
Date

AMANDA M. HEINZ
Notary Public - Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Mar. 11, 2022
Commission #14591642

Invitation for Bid  9 of 13
Bidder's Initials RB
AFFIDAVIT OF WORK AUTHORIZATION
(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that [Business Entity Name] MEETS the definition of a business entity as defined in section 285.525, RSMo., pertaining to section 285.530, RSMo., as stated above.

[Signature]
Authorized Business Entity Representative’s Signature

[Name]
Authorized Business Entity Representative’s Name

[Date]
Business Entity Name Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

☒ Enroll and participate in the E-Verify federal work authorization program
   (Website: http://www.dhs.gov/e-verify;
   Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

☒ Provide documentation affirming said company’s/individual’s enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee’s, subgrantee’s, contractor’s, or subcontractor’s name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee’s, subgrantee’s, contractor’s, or subcontractor’s name, then no additional pages of the MOU must be submitted).
Automotive Parts and Supplies
Bid Specifications
2/20/2020

This bid is for the purchase of automotive/small truck repair parts and accessories.
All parts are required to be delivered to the Jefferson County Fleet Services garage or the Jefferson County Highway Fleet garage located at 5275 Highway B, Hillsboro, Missouri 63050.
Parts purchased from Vendor for vehicles that are no longer needed, out of date, or obsolete shall be returned for exchange or credit to meet current stock needs.
All parts offered must be first line, premium quality parts.
Supplier must provide a listing/catalog of all parts to Jefferson County with the list price for each item specified or access to supplier’s website. See attached Pricing/Catalog document and Line Card.
All List Price increases/decreases must be communicated via writing to Jefferson County via www.firstcallonline.com. Questions pertaining to this bid may be directed to David Mikusch, Fleet Manager, at 636-797-6017.
Offered discounts on selected items may be increased for special programs and special pricing. Those special offerings should be communicated with Jefferson County.
Minimum dollar amount of order, if any: $N/A Most in-stock items delivered same day,
Length of time between order and delivery for stock items: N/A most non-stock items delivered next business day.
If you cannot hold your discount for one full year, you will guarantee these discounts to remain in effect until N/A (Date your bid discounts expire)
In an emergency, can the County call your company after regular business hours? Yes X No
If so, name of party to call will be provided upon award. Telephone number ____________________________
Supplier Comments:
  Pricing information is updated daily as needed and is available through the online customer portal at www.firstcallonline.com
  See exceptions noted on Page 1, Table of Contents, Items 1.12, 2.4, 2.9, 2.16, Page 11 (this page).
  Bid discounts are in compliance with NCPA cooperative contract (#26-19) under which County currently purchases.
Supplier should bid one discount for each type of part on the following list:

<table>
<thead>
<tr>
<th>Description</th>
<th>Percent Discount off of List Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical Components (alternators, starters, lights, wiring, sensors, switches, light bulbs, coils, ignition components, etc.)</td>
<td>List less 41% or better</td>
</tr>
<tr>
<td>Cooling system components (water pumps, radiators, hoses, etc.)</td>
<td>List less 41% or better</td>
</tr>
<tr>
<td>Brake Components (pads, rotors, drums, calipers, etc.)</td>
<td>List less 41% or better</td>
</tr>
<tr>
<td>Suspension and Steering Parts</td>
<td>List less 41% or better</td>
</tr>
<tr>
<td>Exhaust Components</td>
<td>List less 41% or better</td>
</tr>
<tr>
<td>Engine Components</td>
<td>List less 41% or better</td>
</tr>
<tr>
<td>Air Conditioning Components</td>
<td>List less 41% or better</td>
</tr>
<tr>
<td>Batteries</td>
<td>List less 41% or better</td>
</tr>
<tr>
<td>Auto and Light Truck oil filters</td>
<td>List less 41% or better</td>
</tr>
<tr>
<td>Auto and Light Truck air filters</td>
<td>List less 41% or better</td>
</tr>
<tr>
<td>Auto and Light Truck fuel filters</td>
<td>List less 41% or better</td>
</tr>
<tr>
<td>Heavy Truck and Equipment Oil Filters</td>
<td>List less 41% or better</td>
</tr>
<tr>
<td>Heavy Truck and Equipment Air filters</td>
<td>List less 41% or better</td>
</tr>
<tr>
<td>Heavy Truck and Equipment Fuel filters</td>
<td>List less 41% or better</td>
</tr>
<tr>
<td>Equipment and tools</td>
<td>List less 41% or better</td>
</tr>
<tr>
<td>% discount on all other parts, supplies, and accessories</td>
<td>List less 41% or better</td>
</tr>
</tbody>
</table>
In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 3rd day of April 2020:

O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts

Company Name

Signature
Roanen Barron, Senior Bid Analyst

Print

Company Address: 233 S. Patterson Ave.
Springfield, MO. 65802

Phone: (417) 829-5879

I hereby certify under section 50.660 RSMo., there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

Kristy L. Appell
County Auditor

APPROVED AS TO FORM

County Counselor
COOPERATIVE BID FORM

Bid Name: Automotive Parts and Supplies 2020

INSTRUCTIONS: Bidders MUST fill out this form as part of the bidding process and attach to your bid response to Jefferson County, Missouri.

COOPERATIVE PROCUREMENT CONTRACT

This is a cooperating supply contract in accordance with Chapter 130, Section 130.020. K.3., of the Procurement Policy and Procedures, Jefferson County Code of Ordinances.

Will you extend bid prices, cash terms, and all other terms and conditions of any contract resulting from this bid with Jefferson County, Missouri, to any Jefferson County, Missouri, Municipality, government agency, district, sub-district or other tax-supported entity?

Yes  X  No

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, is not a prerequisite for award, Jefferson County, Missouri, may take this factor into consideration if the bids are received, in addition to the normal Terms and Conditions of the Invitation for Bid, enclosed herewith as a part of this bid.

Bidders are encouraged to extend contract prices to Municipalities and any other tax-supported entities.

If agreeable to the above, state the minimum dollar value per order you will require from a Municipality or any other tax-supported entity (this shall not apply to Jefferson County, Missouri Government, Departments or Divisions):

MINIMUM DOLLAR VALUE PER ORDER: $ N/A

BY:  

TITLE: Roanen Barron, Senior Bid Analyst

COMPANY: O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone (417) 829-5879  E-mail probids@oreillyauto.com

THIS FORM WILL BECOME PART OF THE BID DOCUMENT PACKAGE SUBMITTED TO JEFFERSON COUNTY, MISSOURI

Invitation for Bid 13 of 13  Bidder's Initials RB
## O'Reilly Auto Parts
Jefferson County, MO. Locations

<table>
<thead>
<tr>
<th>Store</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Phone</th>
<th>FAX</th>
<th>Store Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>1634</td>
<td>1 WALTERS PLACE</td>
<td>HOUSE SPRINGS</td>
<td>MO</td>
<td>63051</td>
<td>(636) 375-3636</td>
<td>(636) 375-3048</td>
<td>BRANDON LEBON</td>
</tr>
<tr>
<td>1689</td>
<td>1233 JEFFCO BOULEVARD</td>
<td>ARNOLD</td>
<td>MO</td>
<td>63010</td>
<td>(636) 287-9754</td>
<td>(636) 287-8716</td>
<td>DAN ROSENER</td>
</tr>
<tr>
<td>1995</td>
<td>1232 NORTH TRUMAN BLVD</td>
<td>CRYSTAL CITY</td>
<td>MO</td>
<td>63019</td>
<td>(636) 933-4183</td>
<td>(636) 933-4207</td>
<td>CHRIS MECZKOWSKI</td>
</tr>
<tr>
<td>4754</td>
<td>12991 STATE ROUTE 21</td>
<td>DE SOTO</td>
<td>MO</td>
<td>63020</td>
<td>(636) 586-9390</td>
<td>(636) 586-9958</td>
<td>BRANDON HALL</td>
</tr>
<tr>
<td>5300</td>
<td>300 EMERSON RD</td>
<td>HIGH RIDGE</td>
<td>MO</td>
<td>63049</td>
<td>(636) 253-7050</td>
<td>(636) 376-0517</td>
<td>NICK DOUGLAS</td>
</tr>
</tbody>
</table>
**MEMORANDUM OF INSURANCE**

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this memorandum. This Memorandum does not amend, extend or alter the coverage described below. Any other use, duplication or distribution of this Memorandum without the consent of O'Reilly Automotive is prohibited. The information contained herein is as of the date referred to above. O'Reilly Automotive shall be under no obligation to update such information.

<table>
<thead>
<tr>
<th>Producer</th>
<th>Companies Affording Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Willis of Greater Kansas, Inc.</td>
<td>Company A National Union Fire Insurance Company of Pittsburgh, Pa</td>
</tr>
<tr>
<td>26 Century Blvd.</td>
<td>Company B ACE Property and Casualty Insurance Company</td>
</tr>
<tr>
<td>P. O. Box 305191</td>
<td>Company C XL Insurance America, Inc.</td>
</tr>
<tr>
<td>Nashville, TN 37230-5191</td>
<td></td>
</tr>
<tr>
<td>O'Reilly Automotive Stores, Inc</td>
<td>Company D New Hampshire Insurance Company</td>
</tr>
<tr>
<td>O'Reilly Auto Enterprises, LLC &amp; their subsidiaries</td>
<td>Company E AIU Insurance Company</td>
</tr>
<tr>
<td>P. O. Box 1156 Springfield, MO 65801</td>
<td>Company F American Home Assurance</td>
</tr>
<tr>
<td></td>
<td>Company G Illinois National Insurance Company</td>
</tr>
</tbody>
</table>

**Coverages**

The policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any other contract or other document with respect to which this memorandum may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>Co Ltr</th>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Effective Expiration</th>
<th>Limits of Liability</th>
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<tbody>
<tr>
<td>A</td>
<td>General Liability</td>
<td>1728821</td>
<td>3/1/2020-3/1/2021</td>
<td>Each Occurrence $1,000,000</td>
</tr>
<tr>
<td></td>
<td>Commercial</td>
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<td></td>
<td>Fire Damage $1,000,000</td>
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<tr>
<td></td>
<td>General Aggregate Limit applies per</td>
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<td></td>
<td>Medical Expense $</td>
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<tr>
<td></td>
<td>Policy</td>
<td></td>
<td></td>
<td>Pers. And Adv. Injury $1,000,000</td>
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<tr>
<td></td>
<td>Project</td>
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<td>General Aggregate $2,000,000</td>
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<td>Location</td>
<td></td>
<td></td>
<td>Products Comp/Op Aggregate $2,000,000</td>
</tr>
<tr>
<td>A</td>
<td>Automobile Liability</td>
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<td>3/1/2020-3/1/2021</td>
<td>Combined Single Limit $1,000,000</td>
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<tr>
<td></td>
<td>Any Automobile</td>
<td>Contract</td>
<td></td>
<td>Bodily Injury (per person) $</td>
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<tr>
<td></td>
<td>All Owned Automobiles</td>
<td>6631224 - VA</td>
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<td>Bodily Injury (per accident) $</td>
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<td></td>
<td>Scheduled Automobiles</td>
<td>6631225 - MA</td>
<td></td>
<td>Property Damage (per accident) $</td>
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<tr>
<td></td>
<td>Hired Automobiles</td>
<td></td>
<td></td>
<td>Comprehensive $</td>
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<tr>
<td></td>
<td>Non-owned Automobils</td>
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<td></td>
<td></td>
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<tr>
<td>B</td>
<td>Excess Liability</td>
<td>XEU G71496855 01</td>
<td>3/1/2020-3/1/2021</td>
<td>Each Occurrence $1,000,000</td>
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<tr>
<td></td>
<td>Occurrence</td>
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<td></td>
<td>Aggregate $1,000,000</td>
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<td>QSI</td>
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<td>Other</td>
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<td>23096073-CAT 1</td>
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<td>EL Each Accident $1,000,000</td>
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<td>23096074-CAT 2-4</td>
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<td>EL Disease - each employee $1,000,000</td>
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<td>23096075-CA</td>
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<td>EL Disease - policy limit $1,000,000</td>
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<td></td>
<td>23096076-FL</td>
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<td>23096077-MONO</td>
<td></td>
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<td></td>
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<tr>
<td></td>
<td>23096078-HI</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Other</td>
<td></td>
<td>3/1/2020-3/1/2021</td>
<td>Real &amp; Personal $2,500,000 Limit</td>
</tr>
<tr>
<td></td>
<td>Property Replacement Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Description of Operations/Locations/Vehicles/Special Items

Additional Insured status for General Liability and Automobile Liability when required by written contract.

Waiver of Subrogation when required by written contract and allowed by law.

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.
OREILLY AUTOMOTIVE STORES INC
PO BOX 1156
SPRINGFIELD, MO  65801-1156

DATE: 04/03/2020
VALID THROUGH: 07/06/2020
JEFFERSON COUNTY

CERTIFICATE OF NO TAX DUE

MISSOURI ID: 10274073
Notice Number 2013057363

To Whom It May Concern: The Department of Revenue, State of Missouri, certifies the above listed taxpayer has filed all required returns and paid all sales or withholding tax due, including penalties and interest, and does not owe any sales and withholding tax, as of April 2, 2020. This review does not include returns that are not required to be filed as of this date or that have been filed but not yet processed by the Department.

This statement only applies to sales and withholding tax due and is not to be construed as limiting the authority of the Director of Revenue to assess, or pursue collection of liabilities resulting from final litigation, default in payment of any installment agreement entered into with the Director of Revenue, any successor liability that may become due in the future, or audits or reviews of the taxpayer's records as provided by law.

THIS CERTIFICATE REMAINS VALID FOR 90 DAYS FROM THE ISSUANCE DATE.

TAXATION DIVISION
To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

**Employer**  
OREilly Automotive Incorporated

<table>
<thead>
<tr>
<th>Name (Please Type or Print)</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phillip Thompson</td>
<td></td>
</tr>
</tbody>
</table>

| Electronically Signed             | 01/16/2009  |
| Signature                         | Date        |

**Department of Homeland Security – Verification Division**

<table>
<thead>
<tr>
<th>Name (Please Type or Print)</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Electronically Signed             | 01/16/2009  |
| Signature                         | Date        |
**Pricing/Catalog**

In place of printed price sheets, O'Reilly Automotive Inc. would like to use our on-line catalog lookup and ordering system, FirstCall Online. Below you will be provided with a brief set of instructions for the FirstCall Online website.

1) Please navigate your browser to [www.firstcallonline.com](http://www.firstcallonline.com)
2) Log into the customer portal
3) From this point you can look up parts by application, interchange, etc.
4) For any technical assistance please call: 1-800-934-2451.

The catalog discount will be list price less 41% or better. The cost column will reflect the purchasing entity’s price with all discounts.

**Warranty**

O'Reilly will pass through all available manufacturer’s warranties. Because all O'Reilly store locations are corporately owned, warranty claims and replacements can be processed at any O'Reilly Auto Parts location. Warranty details are provided for each part in the online catalog.

**Transportation Terms**

Delivery and “hot shot” services available at no charge. Transportation terms shall be FOB Destination, shipped by O'Reilly company vehicle. In cases of factory order items, standard shipping rates will apply.

**Payment Terms and Invoices**

Standard terms for Prompt Payment Discount are 2% 10th, net 20 excluding credit card payments.
**Distribution**

Distribution will be made by a local O'Reilly Store location, by a company delivery truck.

**Core Charges**

Core pick-ups will occur as needed, hourly, daily, or weekly. O'Reilly will tailor the pick-up schedule to the needs of each agency. Cores will be credited on the same day they are received. Any core that is damaged or returned in an otherwise non-rebuildable condition will be billed to the customer at the manufacturer’s listed core price.

**Delivery Time**

Normal delivery time for most stocked items is 1 hour. Non-stocked items are usually delivered the next business day. Emergency items usually follow the same guidelines, but are also handled on a case by case basis. Delivery is available only for locations within 10 miles of an O'Reilly location.

**Return Policy**

O'Reilly will return any item that was purchased through the contract for full credit that has been purchased in the last thirty days, and is unused, undamaged, in its original packaging and in resalable condition. Otherwise, a restocking fee of 20% may apply at Store Manager’s discretion. All returns will be picked up within seven days of notification, by writing, fax, or email.
2020 LINE CARD
UNMATCHED AVAILABILITY

- The highest quality auto parts
- Premium auto body refinishing materials
- The latest import and domestic applications
- Professional quality tools and equipment
- Fleet and heavy-duty parts and accessories
- Shop supplies, cleaners, lubricants, fluids and more

Due to varying laws and regulations, some products may not be available in all market areas.

PARTS | PAINT & BODY | FLEET | TOOLS | CHEMICALS

MAKE US YOUR FIRST CALL FOR ALL YOUR REPAIR NEEDS
### QUALITY AUTO PARTS

#### Air Conditioning

**Dorman Products**
- A/C Bypass Pulleys
- Temp Actuators
- Blower Motors
- Compressors
- Accumulators
- Condensers
- Hose Assemblies
- Receivers/Driers

**Standard**
- Relays & Resistors
- Leak Detection

**Tracer Products**
- Belt Tensioners
- Belts & Hoses
- Hydraulic Hose & Fittings
- Blower Motors
- Cooling Fan Assemblies
- Fan Clutches
- Water Pump Kits
- Water Pumps
- Hose Clamps
- Water Pumps
- Radiator Thermostats
- Water Pump Kits
- Fan Motors

#### Brakes

**AGS**
- Brake Lines & Fittings
- Brake Rotors
- Brake Boosters
- Brake Cables
- Brake Calipers
- Brake Hardware
- Brake Hoses
- Brake Pads
- Caliper Brackets
- Heavy-Duty Brake Parts
- New Master Cylinders
- Wheel cylinders & Kits
- Brake Ped Wear Sensors
- Brake Pads & Shoes
- Ceramic Brake Pads
- Brake Drums
- New Master Cylinders
- Brake Motors
- ABS Modules
- ABS Sensors & Tone Rings
- Motorcycle Brake Pads
- Motorcycle Brake Rotors
- Brake Pad Wear Sensors
- MD/HD Drums
- Brake Locks
- Motorcycle Brake Pads
- Severe-Duty Brake Pads
- ABS Sensors
- O EX Brake Pads
- ThermoQuiet Brake Pads

**Bosch**
- Brake Lines & Fittings
- Brake Boosters
- Brake Cables
- Brake Calipers
- Brake Hardware
- Brake Hoses
- Brake Pads
- Caliper Brackets
- Heavy-Duty Brake Parts
- New Master Cylinders
- Wheel cylinders & Kits
- Brake Ped Wear Sensors
- Brake Pads & Shoes
- Ceramic Brake Pads
- Brake Drums
- New Master Cylinders
- Brake Motors
- ABS Modules
- ABS Sensors & Tone Rings
- Motorcycle Brake Pads
- Motorcycle Brake Rotors
- Brake Pad Wear Sensors
- MD/HD Drums
- Brake Locks
- Motorcycle Brake Pads
- Severe-Duty Brake Pads
- ABS Sensors
- O EX Brake Pads
- ThermoQuiet Brake Pads

**BrakeBest Select**
- Brake Lines & Fittings
- Brake Boosters
- Brake Cables
- Brake Calipers
- Brake Hardware
- Brake Hoses
- Brake Pads
- Caliper Brackets
- Heavy-Duty Brake Parts
- New Master Cylinders
- Wheel cylinders & Kits
- Brake Ped Wear Sensors
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- Brake Locks
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- Severe-Duty Brake Pads
- ABS Sensors
- O EX Brake Pads
- ThermoQuiet Brake Pads

**Chassis**

**Dorman Products**
- Torsion Bars
- Torsion Bars
- Control Arms
- Control Arms/Chassis Parts
- Chassis Parts
- Control Arms
- Chassis Parts
- Control Arms
- Alignment Products

**EBC**
- Fans
- Belt Tensioners
- Belts & Hoses
- Hydraulic Hose & Fittings
- Blower Motors
- Cooling Fan Assemblies
- Fan Clutches
- Water Pump Kits
- Water Pumps
- Hose Clamps
- Water Pumps
- Radiator Thermostats
- Water Pump Kits
- Fan Motors

**Mug**
- Fans
- Belt Tensioners
- Belts & Hoses
- Hydraulic Hose & Fittings
- Blower Motors
- Cooling Fan Assemblies
- Fan Clutches
- Heater Cores
- Water Pumps
- Radiator Caps
- Radiators
- Thermostats
- Water Pump Kits
- Fan Motors

### Driveline

**BCA**
- Bearings
- CV Joints
- Differential Covers
- Knuckle Hub Assemblies
- Transfer Case Motors

**Dorman Products**
- New CV Shafts
- Bearings & Seals
- Hub Assemblies
- U-Links & CV Shafts
- Yokes
- CV Joints
- Seals
- Locknut & CV Shafts
- Seals
- Axle Kits
- Clutch Hydraulics
- Clutches & Flywheels
- Complete Rear Axles
- Complete Transmissions
- Differential Parts & Kits
- Filter Kits
- Ring & Pinion Kits
- Transfer Cases
- Carrier Bearings
- Hub Assemblies
- New A/T CV Shafts
- New Alternators
- New Drive Shafts
- U-Joints
- New A/T Rear End Products
- HD U-Joints
- Ring & Pinion Kits
- U-Joints

### Electrical

**Bestest**
- Alternators
- Starters

**J & K**
- Alternators
- Starters

**Koch**
- Alternators
- Starters

### Exhaust

**Bosal**
- Mufflers

**Dorman Products**
- Exhaust Manifolds
- MagnaFlow
- Cat Backs

**Nickson**
- Catalytic Converters
- Chrome Tips

### Exterior Accessories

**Auto Vent Shade**
- Bug Shields

**Budge**
- Car Covers

**Custom Accessories**
- Wheel Covers

**Dorman Products**
- Door Handles
- Door Hardware

**Extang**
- Exterior Mirrors

**Fel-Pro**
- Gaskets

**Fenner**
- Belt Kits

**Filters**
- Air Filters
- Fuel Filters
- Oil Filters

**Fuel Filters**
- Fuel Filters

**K & N**
- Oil Filters

**Mannol**
- Cabin Air Filters

**NAPA**
- Cold Air Intake Filters

**SPAL**
- Oil Filters
Filters (continued)

Microgard
- Air Filters
- Cabin Air Filters
- Fuel Filters
- Oil Filters

Mobil 1
- Oil Filters

Mopar
- Oil Filters

Motorcraft
- Oil Filters

Power Torque
- Transmission Filter Kits

Premium Guard
- Oil Filters

Prime Line
- Small Engine Filters

Pro-Tec
- Oil Filters

Royal Purple
- Marine Filters

Sierra
- Air Filters
- Cabin Air Filters
- Fuel Filters
- Hydraulic Filters

Wix
- Oil Filters

Steering (continued)

Import Direct
- Power Steering Hose
- Fittings
- Pumps & Gears
- Rack & Pinions
- Steering Gears
- Steering Parts

MOOG
- Precision Power Steering Hose

Tire & Wheel

Dorman Products
- Wheel Studs & Nuts
- Tire Chains
- Wheel Weights

Leedle
- TPMS Sensors

Perfect Equipment
- TPMS Sensors

Schrader
- Tire Repair Products

VDO
- Valve stems

Visibility

Bosch
- Wiper Blades

Cardone
- Wiper Motors

Dorman Products
- Wiper Transmissions/Arms

Elko Lighting
- Bu

K-Source
- Interior/Exterior Mirrors

Rain-X
- Wiper Blades

Sylvania
- Bulbs

Trico
- Wiper Blades/Arms
- Washer Pumps

FLEET & HEAVY-DUTY

Air Conditioning

Murray
- Blower Motors
- Climate Control

Brakes

 Bendix
- Brake Pads

BrakeBest Heavy-Duty
- Air Dryers
- Air Valves
- Brake Boosters
- Brake Calipers
- Brake Chambers
- Brake Hardware
- Brake Hoses
- Brake Pads
- Brake Shoes
- Compressors
- Master Cylinders
- Spring Brakes
- Trailer Brakes
- Wheel Cylinders
- Wheel Cylinder Kits

BrakeBest Select
- Brake Drums
- Electric Trailer Brake Shoes
- Brake Rotors

Cardone
- Brake Boosters
- Brake Calipers

Gates
- Air Brake Tubing
- Fittings

Globetech Mfg.
- HD Brake Parts
- Trailer Parts

KIC
- Brake Drums

MICO Incorporated
- Brake Locks

Performance Friction
- Air Disc Brakes
- Severe-Duty Pads
- Severe-Duty Motors

Tektran
- Air Products

Wagner
- Brake Pads

World American
- Brake Hardware

Chassis

MOOG
- Chassis

Cooling

Dorman Products
- Coolant Tanks
- Coolant Tubes

Gates
- Belts
- Hoses
- HD Belt Tensioners
- Fans

Hayden
- Cooling Fan Assemblies
- Gaskets
- Radiator Caps
- Thermostats
- Water Pumps

Diesel Exhaust Fluid

D'O Reilly
- Diesel Exhaust Fluid

Peak
- Blue DEF Diesel Exhaust Fluid
- Diesel Exhaust Fluid Equipment

Drivetrain

Dual Dynamics
- Tire Equilizers

Monroe
- Shocks

National
- Bearings
- Hub Caps
- Installation Tools
- Seals

Perfect Equipment
- Wheel Weights

Power Torque
- AT/MT Transmissions

Truck Kits
- Transfer Cases

Precision
- PTO Components
- U-Joints

Schrader
- TPMS

Spicer
- Off Road
- U-Joints

World American
- Air Springs
- Clutches
- Wheel Attaching Parts

Electrical

Standard
- Battery Accessories
- Battery Cables
- Primary Wire

Coil-Resistor
- Switches & Relays

Conduct-Tite
- Butt Connectors
- Switches
- Terminals
- Circuit Breakers

Littelfuse
- Fuses
- SF

Mova
- Flashers

Super Start
- Batteries
- Battery Accessories
- Booster Cables
- Commercial Batteries

Electrical Products
- Alternators
- DC Motors
- Starters

Engine

Clevite
- Engine Kits

Dorman Products
- Harmonic Balancers
- Gaskets

Fel-Pro
- Diesel Engine Components
- Diesel Engine Kits

FP Diesel
- Engine Kits

LKO
- Motor Mounts

Power Torque
- Sealed Power
- Engine Kits

Sealed Power
- Oil Pans

Spray
- Engine Heaters

Engine Management

AutoLite
- Glow Plugs

Cardone
- Injectors/Turbos

Champion
- Glow Plugs

Dorman Products
- Instrument Clusters

Import Direct
- Ignition Wires

Standard
- Ignition and Switches

Relays
- Solenoids

Ultima Select
- Wire Sets

Exhaust

Cardone
- Diesel Particulate Filter (DPF)

Dorman Products
- Diesel Particulate Filter (DPF)

Magnaflo
- Catalytic Converters

Nissens
- Exhaust Accessories

ROCH
- Exhaust Accessories

Walker
- Exhaust Mufflers & Pipes

Exterior Accessories

Bemtor
- Bug Screens
- Grill Covers & Screens
- Hood Deflectors
- Storage Boxes
- Window Deflectors

Dorman HD Parts
- Door Handles
- Headlights
- Hood Springs
- Mud Flaps
- Mirrors

Globetech Mfg.
- K-Source

Tektran
- Air Tanks

Fuel

Bosch
- Throttle Bodies

Cardone
- Throttle Bodies

Dorman Products
- Fuel Lines

Gates
- Fuel Hoses

Hitachi
- Throttle Bodies

Import Direct
- Fuel Pumps

Precision
- Throttle Bodies

Standard/Intermotor
- Fuel Filter Necks

Slant
- Fuel Tanks

Tomeco
- Sending Units

Interior Accessories

Cardone
- Window Lift Motors

Custom Accessories
- Floor Mats
- Heavy-Duty Seat Covers

Dorman Products
- Check Springs
- Gauges
- Impact Sensors
- Interior Door Handles
- Power Seat Motors
- Tachometers
- Vent Window Motors
- Window Lift Motors

Stabilus
- Window Regulators

Tektran
- Window Switches
- Lift Supports

Lighting

AIZO
- Performance Lighting

Dorman Products
- Lighting Assemblies

Ecco
- Safety Lighting

Elko Lighting
- Emergency Lighting

nVision
- Headlight Capsules

Optronics
- Mini-Bulbs

Sylvania
- Fog Lights

TYC
- Driving Lights

Weile
- LED Light Bars

Ride Control

Arnott
- Trailer Lights

KYB
- Headlight Capsules

MasterPro
- HID Bulbs

Monroe
- LED Mini-Bulbs

RCI
- Sealed Beams

Rancho
- Lighting Assemblies

Body
- Safety & Emergency Lighting

Steering

Cardone Select
- New Power Steering Pumps

Dorman Products
- Intermediate Steering Shafts
- Steering Knuckles
- Sway bars
## TOOLS & EQUIPMENT

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<th>Tools (continued)</th>
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<td>Lifting Equipment</td>
<td>Aluminum Ramps</td>
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<td>Work Carts</td>
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<td>Brake Latches</td>
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<td>Wheel Balancers</td>
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<td>Work Carts</td>
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## SHOP SUPPLIES

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<td>Crushproof Tubing</td>
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<td>Fix-A-Flat</td>
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<td>Specialty Tools</td>
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<td>Hand &amp; Specialty Tools</td>
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<td>Hand &amp; Specialty Tools</td>
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<td>Blow Guns</td>
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<td>Inspection Cameras</td>
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<td>TPMS Tools</td>
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<td>Paint &amp; Body Products</td>
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<td>Purple Power Degreasers</td>
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<td>Wash Brushes</td>
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<td>Delo Motor Oil</td>
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<td>Exhaust to Outside of Shop</td>
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<td>Aerosol Tire Inflators</td>
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<td>Synthetic Grease</td>
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<tr>
<td>Chemicals</td>
</tr>
</tbody>
</table>

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**Diagnostics**

- Aceli
- Auto Meter
- Bosch
- Cndiagnost
- Innovia
- Mahle
- Midtronics
- OTC
- ProFlex
- Redline
- Smoke Pro

**Shop Equipment**

- ACDelco: Air Compressors, Creepers, Lifting Equipment, Work Carts
- ALC: Sand Blasters, Brakes, Lifting, Shop Lights
- Amico: Corona, Coke Management, Battery Chargers, Extension Cords
- Ancor: Balancers, Brake Latches, Lifts
- Beyco: Balancers, Brake Latches, Lifts
- BenPax/Ranger: Balancers, Brake Latches, Lifts
- Binks: Sprayer Equipment, Creepers
- Blackhawk: Lifting, Shop Press, Nitrogen Machines
- Branick: Pressure Washers
- CEMB: Lifts, Wheel Balancers
- Challenger: Compressors
- ChemFree: Parts Washers/Smart Washers
- Chief: Measuring Systems
- Chilton: Labor & Repair Manuals
- COATS: Lifts, Tire Changers, Wheel Balancers
- COOL-SPACE: Portable Cooling
- Crusheproof: Shop Exhaust Systems
- Custom Leathercraft: Work Gloves
- DeviBlast: Spray Equipment
- Durham MFG: Cabinets
- EnergyLogic: Fans
- Extreme Tools: Heaters
- Fill-Rite: Toolboxes, Transfer Pumps & Engines
- Flexiplate: Air Hoses
- Firepower: Welding, Extension Cords
- Flexicore: Fans
- Forward Lift: Fans
- GreatNeck: Creepers
- Hein-Werner: Lifting, Shop Presses

---

**Tools**

- Century Drill & Tool: Drill Bits
- GearWrench: Specialty Tools
- Ingersoll Rand: Air Tools
- Kastar/Lang: Specialty Tools
- Mayhew: Specialty Tools
- Motor Guard: Specialty Tools

---

**MasterPro**
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<th>Shop Supplies (continued)</th>
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<td>Heet Chemicals</td>
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<td>Howes Diesel Additives</td>
<td>Petoskey Plastics Paper Floor Mats</td>
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<td>Hy-Pero Lube Additives</td>
<td>Steering Wheel Covers</td>
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<td>Value Seat Covers</td>
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<td>Ironstone Cooling System &amp; Fuel System Flush</td>
<td>Power Service Diesel Additives</td>
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<td>Prestone Anti-Freeze</td>
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<td>Windshield Washer Fluid</td>
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<tr>
<td>Mechanix Wear Gloves</td>
<td>Red Line Gun Oil</td>
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<td>Megalat's Cleaners</td>
<td>Restore Engine Additives</td>
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<td>Scott Paper Products</td>
<td>Risolene Additives</td>
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<tr>
<td>Scott Paper Products</td>
<td>Royal Purple Transmission Fluid</td>
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<tr>
<td>Scorchers &amp; Treme Fat Applicators</td>
<td>Chemicals</td>
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<tr>
<td>Oil Additives</td>
<td>CHEMICALS</td>
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<tr>
<td>Skein Tire Sealer</td>
<td>Motor Oil</td>
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<tr>
<td>Smiley Glass Cleaner</td>
<td>SAS Safety Corp. Safety Equipment</td>
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<tr>
<td>Sprayway</td>
<td>Schroeder &amp; Tremaine Applicators</td>
</tr>
<tr>
<td>STH-BIL Fuel Additives &amp; Stabilizers</td>
<td>Shop Towels (Viking)</td>
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<tr>
<td>St-Lube Grease</td>
<td>Sponges</td>
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<tr>
<td>Strange Diesel Additives</td>
<td>Scott Paper Products</td>
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<tr>
<td>Stone Appearance Chemicals</td>
<td>Shell Rotella Motor Oil</td>
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<td>Stone Diesel Additives</td>
<td>Simple Green Cleaners</td>
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<td>Strbac &amp; Co.</td>
<td>Slider Cleaner Oil</td>
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<tr>
<td>Super Clean Cleaning Products</td>
<td>Slime Tire Sealer</td>
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<tr>
<td>Superior Products</td>
<td>Sprayway Glass Cleaner</td>
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<tr>
<td>Talon Corp.</td>
<td>TTH-BIL Fuel Additives &amp; Stabilizers</td>
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<tr>
<td>Traction Melt</td>
<td>Grease</td>
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<tr>
<td>Truetrue Pre-Mixed Fuel (40:1 &amp; 50:1)</td>
<td>SAE Safety Corp. Safety Equipment</td>
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<td>Tub o’ Scrub</td>
<td>Schroeder &amp; Tremaine Applicators</td>
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<td>Tub o’ Toweles Heavy-Duty Cleaning Wipes</td>
<td>Shop Towels (Viking)</td>
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<td>Turtle Wax</td>
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<td>Ultra-Matic Chemicals</td>
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<td>Oil Sealants &amp; Adhesives</td>
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<td>Paint</td>
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<td>WD-40</td>
<td>Lubricants</td>
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<td>Winter-Eez</td>
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<td>Windshield Washer Fluid</td>
<td>Tire Repair</td>
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<tr>
<td>Winter-Eez</td>
<td>Anti-Freeze/Coolants</td>
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<td>Xtra Seal</td>
<td>Oil Additives</td>
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<tr>
<td>Z-Rex</td>
<td>Oil Additives</td>
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</tbody>
</table>

**SPECIALTY PRODUCTS**

**Agriculture**
- ANCA Brake/Lift Select
- Diesel Fuel Management
- Electric Trailer Brake Scopec
- Trailer Brake Assemblies & Parts
- Gaskets
- Transfer Pumps, Meters & Nozzles
- Belts
- Hoses
- Hydraulics
- Fluid Transfer Filters
- Tractor Accessories
- Farm & Implement Paint
- Bearings & Seals
- Trailer Rims
- Mile Marker 4 X 4 Locking Hubs
- Whistles
- 4/C Compressors
- Radiators
- Water Pumps

**National**
- Bearings & Seals
- Water Pumps
- Tractor Lighting
- Tractor Lighting
- Diesel Exhaust Fluid
- Diesel Exhaust Fluid Equipment
- U-Joints & PTO Components

**Precision**
- Reese Towbar
- Super Start Batteries
- Speco Brake & Parts
- Hitch Pins
- Drum Brakes
- Fuel Transfer Pumps
- Alternators
- Starters
- Air Filters
- Cabin Filters
- Fuel Filters
- Oil Filters
- Hydraulic Filters

**Performance**
- Accel Ignition
- AEM Filters
- Airaid Filters
- Auto Meter Gauges
- Auto Racing Products (ARP)
- BMW Transmission Kits
- B&K Performance
- Bilstein Shocks & Struts
- Bully Dog Programmers
- Comp Cams
- Design Engineering
- Edelbrock
- Edge Products Programmers
- Energy Suspension
- Equis Gauges
- FLEX-A-LITE Fans
- Flowmaster Exhaust
- Flowtech Exhaust
- Gearbox Steer/Wheel
- Holley
- Hurst Shifters
- Hypertech Performance Programmers
- Introtix
- KEN Filters
- Mallory Ignition
- Marshall Genuine Products
- Mr. Gasket Performance
- MSD Ignition
- Performance Friction
- Porter-Cable
- Russell
- Spectra Performance
- Superchips
- Trail Master Shocks
- YDD Gauges

**Marine**
- Attwood Marine Products
- Dual-Marine Radios & Speakers
- Kidde-Marine Fire Extinguishers
- Mercury Quicksilver Marine Lubricants
- Sierra Marine Products
- Valtor Marine Accessories
- Wilson Starters & Alternators, Trim & Tilt Motors
- WIX Filters
April 3, 2020

Jefferson County Department of Administrative Services
Attn: David Mikusch, Jackie Talarksi
729 Maple St.
Hillsboro, MO. 63050

RE: 20-0027, Automotive Parts and Supplies 2020
Bid Opening: April 7, 2020 2:00 PM

Dear David and Jackie,

O’Reilly Auto Parts thanks you for inviting us to provide a response for IFB 20-0027 for Automotive Parts and Supplies 2020. The County already purchases from O’Reilly under the authorization of NCPA cooperative contract #26-19 effective through 11/31/2022. Enclosed you will find our prepared response in which O’Reilly is proposing to offer Jefferson County a minimum discount of at least 41% off of List price for all parts, tools, diagnostic equipment, automotive paints, accessories and supplies available in our catalog in compliance with the NCPA cooperative contract. Should you chose O’Reilly as your supplier, please send me an award notification. We look forward to hearing from you.

We have noted exceptions in our bid response on the following pages:
- Page 1 of 13 – Paragraph above the Vendor Information
- Page 2 of 13 – Item 1
- Page 4 of 13 – Item 1.12
- Page 5 of 13 – Item 2.4
- Page 6 of 13 – Item 2.9
- Page 7 of 13 – Item 2.16
- Page 11 of 13 – Third and fourth sentences.

Respectfully,

Roanen T.W. Barron
Senior Bid Analyst
Phone: 417-829-5879
Fax: 417-874-7199
rbarron8@oreillyauto.com