

INTRODUCED BY: COUNCIL MEMBER (s) Reuter

1 AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND
2 SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE
3 RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR
4 PROPOSALS FOR AUTOMOTIVE PARTS AND SUPPLIES 2014; AND
5 AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE ANY
6 NECESSARY AGREEMENTS OR CONTRACTS TO EFFECTUATE THE
7 AWARD OF THE BIDS AND PROPOSALS.

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

11 BID NAME

12 Automotive Parts and Supplies 2014

NUMBER OF BIDS RECEIVED

14 7

15 DATE OF BID OPENING

16 4-8-14

17 **WHEREAS**, after reviewing the bids and proposals set forth above, the
18 Department of Public Works has determined that certain bids and proposals represent the

FILED

MAY 02 2014

- 1 lowest and best bid for the respective items or services and met the bid or proposal
- 2 specifications issued by the County; and

3 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best
4 interest of the County to award the bids and proposals to Auto Tire & Parts Company, B
5 & A Auto Parts, Factory Motor Parts, Reuther Ford Inc., Weir Chevrolet & Buick GMC
6 Inc., and Weir Wholesale Parts LLC for a term from 05-03-14 to 05-02-15 upon approval
7 by the County Council and County Executive for the total amount up to **\$100,000.00**
8 subject to budgetary limitations.

9 BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI,
10 COUNCIL, AS FOLLOWS:

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

14 BID NAME

15 Automotive Parts and Supplies 201s

16 TERM

17 05-03-14 to 05-02-15

18 Upon approval by the County Council and County Executive

19 AMOUNT

20 Up to \$100,000.00

21 subject to budgetary limitations

22 AWARDED BIDDERS

Auto Tire & Parts Company (A1)

B & A Auto Parts (A2)

Factory Motor Parts (A3)

Reuther Ford Inc. (A4)

Weir Chevrolet & Buick GMC Inc. (A5)

Weir Wholesale Parts LLC (A6)

7 Section 2. The Jefferson County, Missouri, Council hereby authorizes the
8 County Executive to execute the agreement incorporated by Reference as Exhibit "A1 to
9 A6" and any agreements or contracts necessary to effectuate the award of the bids and
10 proposals set forth in this Ordinance. The County Executive is further authorized to take
11 any and all actions necessary to carry out the intent of this Ordinance. An unexecuted
12 copy of the Agreement is attached hereto as Exhibit "A1 to A6" and incorporated herein,
13 by reference.

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

18 Section 4. This Ordinance shall be in full force and effect from and after its
19 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
20 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, Don Bickowski	<u>Yes</u>
Council Member District 2, Renee Reuter	<u>Yes</u>
Council Member District 3, Robert Boyer	<u>Absent</u>
Council Member District 4, George Engelbach	<u>Yes</u>
Council Member District 5, Terri Kreitler	<u>Yes</u>
Council Member District 6, Cliff Lane	<u>Yes</u>
Council Member District 7, Kelly Waymon	<u>Yes</u>

THE ABOVE BILL ON THIS 28th DAY OF April, 2014:

PASSED FAILED



Renee Reuter, County Council Chair


Pat Schlette
Pat Schlette, Council Administrative Assistant

THIS BILL WAS APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 29th DAY OF April, 2014.

THIS BILL WAS VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS DAY OF , 2014.

Kenneth B. Waller
Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:

Wes Wagner
Wes Wagner, County Clerk

BY: Amy Ainslie

First Reading: 04-28-2014



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 Date Issued: 3-12-14
2014

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, APRIL 8, 2014, AT 2:00 P.M. LOCAL TIME.

Specification Contact: **JASON JONAS**
Department of Public Works
636-797-5369
jjonas@jeffcomo.org

Contract Contact: **VICKIE PRATT**
Department of Administrative Services
636-797-5382

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

Contract Term:
UPON APPROVAL OF THE COUNTY COUNCIL AND COUNTY EXECUTIVE

Vendor Information:

SAMPLE ENVELOPE

<i>VENDOR NAME</i>	
<i>VENDOR ADDRESS</i>	
<i>CONTACT NUMBER</i>	DEPARTMENT OF THE COUNTY CLERK
	JEFFERSON COUNTY MISSOURI
	729 MAPLE ST / PO BOX 100
	HILLSBORO MO 63050-0100
<i>SEALED BID: (BID NAME)</i>	

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.

Auto Tire & Parts Co. Michael Himmelberg
Company Name Authorized Agent (Print)

120 Fletcher St. MH
Address Signature

Desoto MO 63020 VP
City/State/Zip Code Title

636-586-8844 43-0865285
Telephone # Date Tax ID #

atp@mvp.net 636-586-1433
E-mail Fax #

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REQUIRED DOCUMENTS*

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)

Bid deposits/bonds must be in the exact amount as stipulated in the bid.

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

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

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

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).

***BIDS WILL BE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED**

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 triplicate (three copies) with 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. 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) 797-5382, 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 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, 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: 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 Co. (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 Auto Tire & Parts Co. (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

Michael Himmelberg
Printed Name

VP
Title

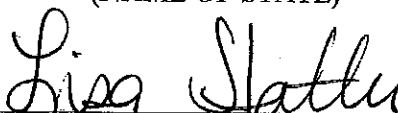
3/21/14

Date

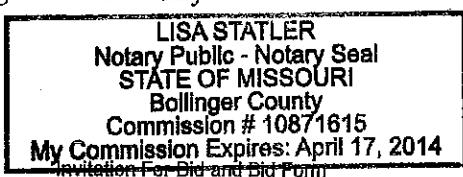
Subscribed and sworn to before me this 21st of March, 2014 I am
(DAY) (MONTH, YEAR)

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

Missouri and my commission expires on April 17, 2014.
(NAME OF STATE) (DATE)


Signature of Notary

March 21, 2014
Date



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.

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

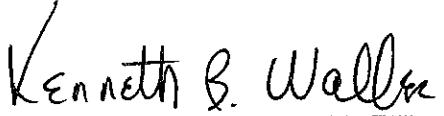
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name 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).

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this _____ day of _____ 2014:

Company Name

County of Jefferson, State of Missouri

Signature

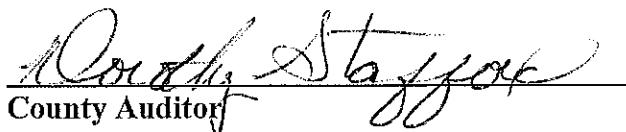

Kenneth B. Waller

Print

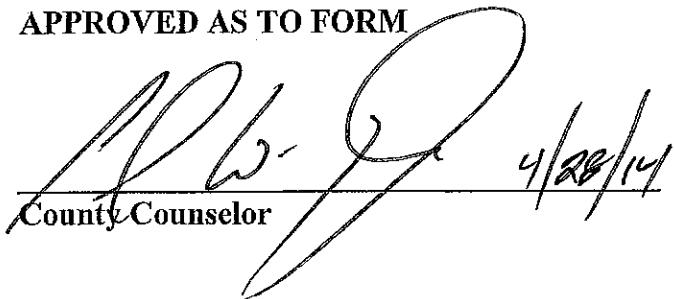
Company Address: _____

Phone: _____

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.


Dorothy Staggs
County Auditor

APPROVED AS TO FORM


County Counselor

SPECIFICATIONS

AUTOMOTIVE PARTS AND SUPPLIES

GENERAL REQUIREMENTS

All parts offered must be first line, premium quality.

This bid is for the purchase of small dollar amount repair parts, automotive/small truck type only, considered normal distributor stock.

The County reserves the right to bid out automotive supplies and repair parts when requirements exceed these guidelines or for special parts which are normally only dealer item.

INVOICE AND PAYMENT

Supplier shall submit monthly statement with original copy of invoice (HANDWRITTEN WILL NOT BE ACCEPTED) showing the description, quantity shipped, unit and total manufacturer's list price. The quoted discount shall be shown on the invoice and applied to derive the net cost. The department will process payments monthly against these statements.

The supplier should submit to the County, for each department by the 15th of the month, a copy of all invoices for purchase in the prior month.

SHIPMENTS/PICK-UPS

No merchandise should be released unless signed for with a readable signature by the person picking up or accepting the order.

No order should be accepted or delivered without a purchase order number. The Purchase order number should be shown on all shipping papers, invoices, etc.

Each shipment shall be accompanied by one priced invoice to serve as packing list.

DELIVERY

How many delivery vehicles do you currently maintain in service? 92

Will you provide your normal delivery service at no charge? YES ✓ NO _____

If yes, is there a minimum order requirement? YES _____ NO ✓

MINIMUM \$ _____

If you charge for delivery service.

State amount: \$ _____ per delivery.

Minimum order required? YES _____ NO _____ \$ _____

What are your regular business hours?

	<u>OPEN</u>	<u>CLOSE</u>
Monday	<u>7:00</u>	<u>6:00</u> A.M.
Tuesday	<u>7:00</u>	<u>6:00</u>
Wednesday	<u>7:00</u>	<u>6:00</u>
Thursday	<u>7:00</u>	<u>6:00</u>
Friday	<u>7:00</u>	<u>6:00</u>
Saturday	<u>8:00</u>	<u>2:00</u>
Sunday	_____	_____

In emergency, can we call you after regular hours? YES NO _____

If yes, name party to call:

Ron Pearson

Telephone Number 634 - 337 - 8312

GENERAL

Pricing is based on pick-up at vendor's place of business.

Contract shall be based on net price resulting from percentage discount from "JOBBER BLUE SHEET" price lists.

Bidder must supply the County with a toll free telephone number for placing orders.

Do not use chain discounts; show one discount only.

Price increase/decrease by the manufacturer will be allowed under this contract; however, the percentage

discount shall remain the same. The County shall be notified prior to any price increase or decrease.

Current "JOBBER BLUE SHEET" price lists will be required to be on file at the County.

Vendor is instructed to contact Jason Jonas, P.E., Director of Public Works (636) 797-5369, regarding any and all questions concerning this contract.

OBSOLESCENCE PROGRAM

Supplier shall provide a program to review County inventory stock every 6 months. Parts for vehicles or equipment which are no longer needed, are out of date, or obsolete shall be taken back for exchange for current stock needs.

TERM OF CONTRACT

This contract will remain in effect for 12 months from the date of acceptance.

CONTRACT RENEWAL

The County of Jefferson reserves the right to renew this contract for another 12 month period at the same discounts, terms and conditions.

TECHNICAL SPECIFICATIONS & DISCOUNT SHEET

AUTOMOTIVE PARTS - SUPPLIES

Brands bid should be of equal quality to original equipment manufacturer. Bidder shall complete spaces provided for brands bid and percentage discount from manufacturer's list price. Bidder may insert more than one brand per item, if desired.

The County has maintenance sheds at the following locations:

2960 Lee Pyle Road off Hwy 67 south of 110 in DeSoto.

5275 Hwy B in Hillsboro

6460 Hwy MM in House Springs

355 Elm in Hillsboro

BID ONE DISCOUNT FOR ITEMS LISTED

DESCRIPTION	BRAND(S) NAME	PER CENT DISCOUNT
<u>AIR CONDITIONER</u> - Compressor, dryers, clutch fans, thermostatic Freon	Napa	J-10 upto J-20
<u>ALTERNATORS, GENERATORS, STARTERS</u> drives	Napa	J-5 upto J-20
<u>BEARINGS</u> - all roller and ball	Napa	J-19
<u>Throw out bearing</u>	Napa	J-18
<u>BRAKES</u> Brake pads with premium lining	Napa	J-5
<u>BRAKES, HYDRAULIC</u> - Parts, cylinder kits	Napa	J-15
<u>CARBURETORS</u> - Carburetor rebuild kits	Napa	J-17
<u>CHASSIS PARTS</u> - King pins, ball joints, suspensions, spring shackle, tie rods, components	Napa	J-10 up to J-19
<u>CLUTCH AND PRESSURE PLATES</u> - Rebuilt pressure plate,	Napa	J-10
Rebuilt clutch disc, with H.D. organic lining	Napa	J-10
Rebuilt clutch disc, with H.D. ceramic buttons	Napa	J-10
<u>ENGINE PARTS</u> - Pistons, rings, bearings, valves, rods, crankshaft, oil pump	Sealed Power	J-25
<u>EXHAUST SYSTEMS</u> - Mufflers, pipes, hangers, Exhaust sealing clamps	Napa	J-10

BID ONE DISCOUNT FOR ITEMS LISTED

DESCRIPTION	BRAND(S) NAME BID	PER CENT DISCOUNT
<u>FILTERS</u> - Oil, air, fuel WIX, NAPA or HASTINGS only	Napa	J-57
<u>GASKETS</u> - Seals, packing	Fel-pro	J-10
<u>GEARS</u> - Sprockets, chains	Napa	J-10
<u>IGNITION</u> - Electrical, distributors, rotors, coils, switches, brushes, points, regulators	Napa-Echlin	J-17
<u>IGNITION</u> - wire set, cables, ignition wire	Napa-Beldin	J-10
<u>BATTERIES</u> - Group 31 with 200 RC or more 1000 CCA or more, with 36 month warranty	Napa	J-40
<u>GLOW PLUGS</u> -	Champion	J-15
<u>LAMPS</u> - Headlights, bulbs	Napa	J-10 up to J-22
<u>PUMPS - FUEL</u> - NEW	Napa	J-13
<u>PUMPS - WATER</u> - NEW	Napa	J-10
<u>PUMPS - WATER</u> - REBUILT	Napa	J-10
<u>RUBBER PRODUCTS</u> - V-belts, hoses, clamps	Napa-Gates	J-14
<u>SHOCK ABSORBERS</u> -	Napa	J-12
<u>SPARK PLUGS</u> - Regular, resister	Champion	J-15
<u>TRANSMISSION</u> - automatic overhaul kits	ATP	J-18
<u>UNIVERSAL JOINTS</u> -	Napa	J-2 up to J-12

SAMPLE PRICING SHEET

The items listed below should be priced showing current price, discount and net price after using discount offered on the proceeding pages. Brand(s) number should also be shown. This is a sample price sheet for evaluation purposes, and should indicate actual prices.

<u>DESCRIPTION</u>	<u>LIST PRICE</u>	<u>LESS % DISCOUNT</u>	<u>NET AMOUNT</u>
<u>Brakes</u> - 1 Set (one axle) SS-7574-X metallic brake pads with premium lining			
Brand <u>Napa</u> No. <u>SS-7574X</u>	\$ <u>82.49</u>	61.3 %	\$ <u>31.91</u>
1 Set (one axle) SS-8269-X metallic brake pads with premium lining			
Brand <u>Napa</u> No. <u>SS-8269X</u>	\$ <u>89.99</u>	61.3 %	\$ <u>34.81</u>
1 Set (one axle) SS-7950-X metallic brake pads with premium lining			
Brand <u>Napa</u> No. <u>SS-7950X</u>	\$ <u>89.99</u>	61.3 %	\$ <u>34.81</u>
<u>Muffler and sealing clamps</u> for a 2006 Ford 3/4 Ton 4WD 5.4 l			
Brand <u>Napa</u> No. <u>733-5794</u>	\$ <u>6.29</u>	61.7 %	\$ <u>2.41</u>
<u>Clutch and Pressure Plates</u> -			
14" Rebuilt clutch disc, 1-1/2" ten spline with H.D. organic lining part # E1023			
Brand _____ No. _____	\$ _____	% _____	\$ _____
14" Rebuilt clutch disc 1-1/2" ten spline with H.D. ceramic buttons Part # E1023CB6			
Brand _____ No. _____	\$ _____	% _____	\$ _____
<u>Oil filter</u> for 2007 International DT466 (wix 57744)			
Brand <u>Napa</u> No. <u>7744XD</u>	\$ <u>102.74</u>	85 %	\$ <u>15.29</u>
<u>Batteries</u> - Group 31 with 200 RC or more 1250 CCA or more, with 36 month warranty.			
Brand <u>BATT.</u> No. <u>7236</u>	\$ <u>173.99</u>	59.7 %	\$ <u>69.99</u>
<u>Alternator</u> - 2001 Crown Vic. 213-3130			
Brand <u>Napa</u> No. <u>213-3130</u>	\$ <u>263.50</u>	56.3 %	\$ <u>123.99</u>

Oil Filters 2007 Impala, NAPA 1522

Brand Napa No. 1522 \$ 11.54 83 % \$ 1.98

Air Filters 2005 International DT466 (wix 46870)

Brand Napa No. 6870 \$ 142.49 .85 % 21.29

NOTE:

Bidder is encouraged to offer discount from list prices' on other low value commonly used miscellaneous automotive supplies and repair parts. List below the catalogs and/or price sheets and numbers and the percent discount that would apply.



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

A 2

Invitation for Bid: AUTOMOTIVE PARTS AND SUPPLIES Date Issued: 3-12-14
2014

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, APRIL 8, 2014, AT 2:00 P.M. LOCAL TIME.

Specification Contact:
JASON JONAS
Department of Public Works
636-797-5369
jjonas@jeffcomo.org

Contract Contact:
VICKIE PRATT
Department of Administrative Services
636-797-5382

SAMPLE ENVELOPE

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

SEALED BID: *(BID NAME)*

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

Contract Term:
UPON APPROVAL OF THE COUNTY COUNCIL AND COUNTY EXECUTIVE

Vendor Information:

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.

<u>B&A Auto Parts</u>	<u>Daniel Kennedy</u>
Company Name	Authorized Agent (Print)
<u>146 7th Street</u>	<u>Daniel Kennedy</u>
Address	Signature
<u>Hillsboro, Mo 63050</u>	<u>Owner</u>
City/State/Zip Code	Title
<u>636-789-2888</u>	<u>7/25/11</u>
Telephone #	Date
	<u>01153477</u>
	Tax ID #
<u>bandaauto.parts@yahoo.com</u>	<u>636-794-1014</u>
E-mail	Fax #

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REQUIRED DOCUMENTS*

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)

Bid deposits/bonds must be in the exact amount as stipulated in the bid.

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

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

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

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).

***BIDS WILL BE REJECTED IF REQUIRED DOCUMENTATION IS
NOT INCLUDED OR COMPLETED**

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) 797-5382, 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. 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. 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. 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

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 triplicate (three copies) with 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. 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

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 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, 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: 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 Daniel Kennedy (Name of Business Entity Authorized Representative) as Owner (Position/Title) first being duly sworn on my oath, affirm B&A 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 Automotive Parts and 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 B&A 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 Automotive Parts and 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.)

Daniel Kennedy
Authorized Representative's Signature

Daniel Kennedy
Printed Name

Owner
Title

4-7-2014
Date

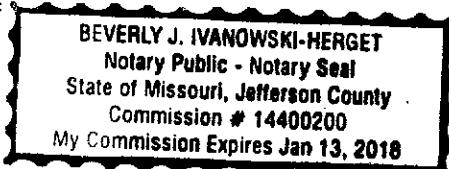
Subscribed and sworn to before me this 7th of April 2014. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of Jefferson, State of
(NAME OF COUNTY)
Missouri and my commission expires on Jan 13, 2018.
(NAME OF STATE) (DATE)

Beverly J. Ivanowski-Herget
Signature of Notary

Date

4-7-2014



AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that B&A Auto 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.

Daniel Kennedy
Authorized Business Entity
Representative's Name
(Please Print)

Daniel Kennedy
Authorized Business Entity
Representative's Signature

B&A Auto Parts
Business Entity Name

4-7-2014
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).

SPECIFICATIONS

AUTOMOTIVE PARTS AND SUPPLIES

GENERAL REQUIREMENTS

All parts offered must be first line, premium quality.

This bid is for the purchase of small dollar amount repair parts, automotive/small truck type only, considered normal distributor stock.

The County reserves the right to bid out automotive supplies and repair parts when requirements exceed these guidelines or for special parts which are normally only dealer item.

INVOICE AND PAYMENT

Supplier shall submit monthly statement with original copy of invoice (HANDWRITTEN WILL NOT BE ACCEPTED) showing the description, quantity shipped, unit and total manufacturer's list price. The quoted discount shall be shown on the invoice and applied to derive the net cost. The department will process payments monthly against these statements.

The supplier should submit to the County, for each department by the 15th of the month, a copy of all invoices for purchase in the prior month.

SHIPMENTS/PICK-UPS

No merchandise should be released unless signed for with a readable signature by the person picking up or accepting the order.

No order should be accepted or delivered without a purchase order number. The Purchase order number should be shown on all shipping papers, invoices, etc.

Each shipment shall be accompanied by one priced invoice to serve as packing list.

DELIVERY

How many delivery vehicles do you currently maintain in service? 2.

Will you provide your normal delivery service at no charge? YES ✓ NO _____

If yes, is there a minimum order requirement? YES _____ NO ✓

MINIMUM \$ N/A

If you charge for delivery service.

State amount: \$ _____ per delivery.

Minimum order required? YES _____ NO _____ \$ _____

What are your regular business hours?

	<u>OPEN</u>	<u>CLOSE</u>
Monday	7:30	6:00 P.M
Tuesday	7:30	6:00
Wednesday	7:30	6:00
Thursday	7:30	6:00
Friday	7:30	6:00
Saturday	9:00	1:00
Sunday	Closed	Closed

In emergency, can we call you after regular hours? YES NO _____

If yes, name party to call:

Daniel Kennedy

Telephone Number 636 - 543 - 1311

GENERAL

Pricing is based on pick-up at vendor's place of business.

Contract shall be based on net price resulting from percentage discount from "JOBBER BLUE SHEET" price lists.

Bidder must supply the County with a toll free telephone number for placing orders.

Do not use chain discounts; show one discount only.

Price increase/decrease by the manufacturer will be allowed under this contract; however, the percentage

discount shall remain the same. The County shall be notified prior to any price increase or decrease.

Current "JOBBER BLUE SHEET" price lists will be required to be on file at the County.

Vendor is instructed to contact Jason Jonas, P.E., Director of Public Works (636) 797-5369, regarding any and all questions concerning this contract.

OBSOLESCENCE PROGRAM

Supplier shall provide a program to review County inventory stock every 6 months. Parts for vehicles or equipment which are no longer needed, are out of date, or obsolete shall be taken back for exchange for current stock needs.

TERM OF CONTRACT

This contract will remain in effect for 12 months from the date of acceptance.

CONTRACT RENEWAL

The County of Jefferson reserves the right to renew this contract for another 12 month period at the same discounts, terms and conditions.

TECHNICAL SPECIFICATIONS & DISCOUNT SHEET

AUTOMOTIVE PARTS - SUPPLIES

Brands bid should be of equal quality to original equipment manufacturer. Bidder shall complete spaces provided for brands bid and percentage discount from manufacturer's list price. Bidder may insert more than one brand per item, if desired.

The County has maintenance sheds at the following locations:

2960 Lee Pyle Road off Hwy 67 south of 110 in DeSoto.

5275 Hwy B in Hillsboro

6460 Hwy MM in House Springs

355 Elm in Hillsboro

BID ONE DISCOUNT FOR ITEMS LISTED

DESCRIPTION	BRAND(S) NAME	PER CENT DISCOUNT
<u>AIR CONDITIONER</u> - Compressor, dryers, clutch fans, thermostatic Freon #408562	Delphi	40
L: 80.17 C: 48.10		
<u>ALTERNATORS, GENERATORS, STARTERS</u> drives # 7795A	Remy	49
L: 284.99 C: 145.36		
<u>BEARINGS</u> - all roller and ball # 204-FF	Federal Mogul	63
L: 52.49 C: 19.42		
<u>Throw out bearing</u> # 614014	Federal Mogul	63
L: 77.99 C: 28.85		
<u>BRAKES</u> Brake pads with premium lining # PXD699H	GRI	50
L: 69.99 C: 34.99		
<u>BRAKES, HYDRAULIC</u> - Parts, cylinder kits # C506	Raybestos	59
L: 10.39 C: 4.25		
<u>CARBURETORS</u> - Carburetor rebuild kits # EC-975	Tomco	54
L: 62.99 C: 28.97		
<u>CHASSIS PARTS</u> - King pins, ball joints, suspensions, spring shackle, tie rods, # 505-1259 components	Raybestos	59
L: 122.99 C: 50.42		
<u>CLUTCH AND PRESSURE PLATES</u> - Rebuilt pressure plate, # 04064	AMS	40
L: 161.68 C: 97.01		
Rebuilt clutch disc, with H.D. organic lining	Full Kit PP1 Cover Tool/T/O Brss	
Rebuilt clutch disc, with H.D. ceramic buttons	AMS	40
AMS	40	
<u>ENGINE PARTS</u> - Pistons, rings, bearings, valves, rods, crankshaft, oil pump # 601-1047	Federal Mogul	51
L: 90.55 C: 44.36		
<u>EXHAUST SYSTEMS</u> - Mufflers, pipes, hangers, Exhaust sealing clamps # 15649	AP	59
L: 80.99 C: 33.21		

BID ONE DISCOUNT FOR ITEMS LISTED

DESCRIPTION	BRAND(S) NAME	PER CENT DISCOUNT
<u>FILTERS</u> - Oil air, fuel # 85522mP WIX, NAPA or HASTINGS only L: 12.43 C: 3.10	WIX	75
<u>GASKETS</u> - Seals, packing # 3087 L: 21.39 C: 8.12	National	62
<u>GEARS</u> - Sprockets, chains # S-847 L: 98.99 C: 44.54	Cloves	55
<u>IGNITION</u> - Electrical, distributors, rotors, coils, switches, brushes, points, regulators # 52-1826 L: 143.88 C: 79.19	Wells	45
<u>IGNITION</u> - wire set, cables, ignition wire # 35-6395 L: 48.99 C: 24.01	General Wire	51
<u>BATTERIES</u> - Group 31 with 200 RC or more 1000 CCA or more, with 36 month warranty 31HDP30 L: 190.99 C: 99.31	East Penn	48
<u>GLOW PLUGS</u> - # 1113. L: 30.40 C: 17.63	Auto Lite	42
<u>LAMPS</u> - Headlights, bulbs 9003B1 L: 13.79 C: 8.00	Phillips	42
<u>PUMPS - FUEL</u> - NEW # FG0939 L: 546.90 C: 306.26	Delphi	44
<u>PUMPS - WATER</u> - NEW # 51-1743 L: 78.99 C: 41.07	GMB	48
<u>PUMPS - WATER</u> - REBUILT # 10-0583 L: 57.08 C: 30.82	Cardone	46
<u>RUBBER PRODUCTS</u> - V-belts, hoses, clamps # K060923 L: 68.49 C: 28.08	Gates	59
<u>SHOCK ABSORBERS</u> - # 1941602 L: 186.88 C: 99.05	KYB	47
<u>SPARK PLUGS</u> - Regular, resistor # B45TS L: 4.51 C: 2.20	A/C Delco	51
<u>TRANSMISSION</u> - automatic overhaul kits # 753024 L: 241.35 C: 130.33	Pioneer	46
<u>UNIVERSAL JOINTS</u> - # 218-0153 L: 29.14 C: 13.40	GMB	54

SAMPLE PRICING SHEET

The items listed below should be priced showing current price, discount and net price after using discount offered on the proceeding pages. Brand(s) number should also be shown. This is a sample price sheet for evaluation purposes, and should indicate actual prices.

<u>DESCRIPTION</u>	<u>LIST PRICE</u>	<u>LESS % DISCOUNT</u>	<u>NET AMOUNT</u>
Brakes - 1 Set (one axle) SS-7574-X metallic brake pads with premium lining			
Brand <u>PDP</u> No. <u>PXD 699H</u>	<u>\$ 69.99</u>	<u>- 50 %</u>	<u>\$ 34.99</u>

1 Set (one axle) SS-8269-X metallic brake pads with premium lining			
Brand <u>PDP</u> No. <u>PXD1159H</u>	<u>\$ 68.99</u>	<u>- 50 %</u>	<u>\$ 34.99</u>

1 Set (one axle) SS-7950-X metallic brake pads with premium lining			
Brand <u>PDP</u> No. <u>PXD1047H</u>	<u>\$ 74.49</u>	<u>- 50 %</u>	<u>\$ 37.24</u>

Muffler and sealing clamps for a 2006 Ford 3/4 Ton 4WD 5.4 l			
Brand <u>AP</u> No. <u>16254</u>	<u>\$ 193.99</u>	<u>- 63 %</u>	<u>\$ 71.77</u>
	<u>3.99</u>	<u>- 62 %</u>	<u>\$ 1.51</u>

Clutch and Pressure Plates -

14" Rebuilt clutch disc, 1-1/2" ten spline with H.D. organic lining
part # E1023

Brand <u>HCL</u> No. <u>RC1047604X</u>	<u>\$ 590.73</u>	<u>- 40 %</u>	<u>\$ 354.44</u>
	<u>71.00 core</u>		

14" Rebuilt clutch disc 1-1/2" ten spline with H.D. ceramic buttons Part # E1023CB6	<u>RC1686640X (Gas)</u>	<u>651.87</u>	<u>- 40 %</u>	<u>\$ 391.12</u>
	<u>71.00 core</u>			
Brand <u>HCL</u> No. <u>RC1686607X (Diesel)</u>	<u>\$ 551.50</u>	<u>- 40 %</u>	<u>\$ 330.90</u>	
	<u>71.00 core</u>			

Oil filter for 2007 International DT466 (wix 57744)

Brand <u>WIX</u> No. <u>84744XD</u>	<u>\$ 106.99</u>	<u>- 76 %</u>	<u>\$ 25.67</u>
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Batteries - Group 31 with 200 RC or more 1250 CCA or more,
with 36 month warranty.

Brand <u>East Penn</u> No. <u>31HDP30</u>	<u>190.99</u>	<u>- 48 %</u>	<u>\$ 99.31</u>
	<u>190.99</u>	<u>- 48 %</u>	<u>\$ 99.31</u>

Alternator - 2001 Crown Vic. 213-3130

Brand <u>ERE</u> No. <u>7795A</u>	<u>\$ 284.99</u>	<u>- 49 %</u>	<u>\$ 145.34</u>
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Oil Filters 2007 Impala NAPA 1522

Brand WIX No. 85522 \$ 13.39 - 75 % \$ 3.35

Air Filters 2005 International DT466 (wix 46870)

Brand WIX No. 88870 \$ 147.99 - 76 % \$ 35.52

NOTE:

Bidder is encouraged to offer discount from list prices' on other low value commonly used (Red Line) miscellaneous automotive supplies and repair parts. List below the catalogs and/or price sheets and numbers and the percent discount that would apply.

<u>WIX - R85522MP</u>	<u>4.49 - 60%</u>	<u>\$ 1.77</u>
<u>WIX - R85372MP</u>	<u>4.49 - 60%</u>	<u>\$ 1.77</u>
<u>WIX - R83115</u>	<u>20.79 - 59%</u>	<u>\$ 8.56</u>
<u>WIX - R88134</u>	<u>7.59 - 59%</u>	<u>\$ 3.13</u>
<u>Brake Parts Inc - 54060</u>	<u>78.99 - 45%</u>	<u>\$ 35.31</u>
<u>GRI - Ceramic Pad</u>	<u>51.49 - 45%</u>	<u>\$ 28.43</u>
<u>BCW - 2939</u>	<u>60.99 - 59%</u>	<u>\$ 24.74</u>
<u>ACDelco - RK8678</u>	<u>28.8 - 44%</u>	<u>\$ 16.00</u>
<u>II - RK8685</u>	<u>30.71 - 44%</u>	<u>\$ 17.06</u>
<u>Fenco - R513137</u>	<u>145.99 - 47%</u>	<u>\$ 77.84</u>
<u>RDS - AX-8619</u>	<u>76.99 - 41%</u>	<u>\$ 45.46</u>
<u>Wells - 85236</u>	<u>16.99 - 44%</u>	<u>\$ 9.52</u>
<u>Bravo - B9007</u>	<u>10.99 - 48%</u>	<u>\$ 5.75</u>
<u>Cardone - 20282</u>	<u>69.99 - 51%</u>	<u>\$ 34.60</u>
<u>Plews/Edelmann - 36133</u>	<u>38.58 - 40%</u>	<u>\$ 23.15</u>
<u>Trico - R155-220</u>	<u>9.39 - 61%</u>	<u>\$ 3.63</u>

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 8th day of April 2014:

B+A Auto Parts
Company Name

Daniel Kennedy
Signature
Daniel Kennedy
Print

Company Address: _____
146 7th Street
Hillsboro, Mo 63050
Phone: 636-543-1311

County of Jefferson, State of Missouri

Kenneth B. Waller
Kenneth B. Waller County Executive

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.

Dorothy Staggs
County Auditor

APPROVED AS TO FORM

PLW 4/28/14
County Counselor



Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
BZS (14) 55 59 15 80

Policy Period:
From 08/15/2013 To 08/15/2014
12:01 am Standard Time
at Insured Mailing Location

Commercial Protector Common Policy Declarations

Named Insured & Mailing Address

B & A AUTO PARTS DBA CAR QUEST OF
HILLSBORO
146 7TH ST
HILLSBORO, MO 63050

Agent Mailing Address & Phone No.

(636) 931-1200
CUSTOM INSURANCE SERVICES INC
200 Mississippi Ave
Crystal City, MO 63019-1660

Named Insured Is: OTHER

Named Insured Business Is: AUTO PARTS STORE

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

SUMMARY OF COVERAGE PARTS AND CHARGES

These Declarations together with the Businessowners Coverage Form (and other applicable forms and endorsements, if any, issued to form a part of them) complete this policy.

COVERAGE PART

CHARGES

Commercial Protector \$2,763.00

*Total Charges for all of the above coverage parts: \$2,763.00
Certified Acts of Terrorism Coverage: \$8.00 (Included)*

Note: This is not a bill

IMPORTANT MESSAGES

- Equipment Breakdown Enhancement Is Included - See Policy Forms and Endorsements summary

Servicing Office FAIRFIELD UMBRELLA / EXCESSTEAM
and Issue Date 08/15/13

Authorized Representative

To report a claim, call your Agent or 1-877-263-7890

DS 70 21 01 08



Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
BZS (14) 55 59 15 80

Policy Period:
From 08/15/2013 To 08/15/2014
12:01 am Standard Time
at Insured Mailing Location

Common Policy Declarations

Named Insured

Agent

B & A AUTO PARTS DBA CAR QUEST OF
HILLSBORO (636) 931-1200
CUSTOM INSURANCE SERVICES INC

SUMMARY OF LOCATION(S) AND PREMIUM(S)

0001 146 7th St, Hillsboro, MO 63050-5042 \$2,665.00

POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
BP 00 03 01 06	Businessowners Coverage Form
BP 01 11 08 05	Missouri Changes
BP 01 57 10 08	Missouri Changes - Pollution Exclusion Endorsement
BP 01 59 08 08	Water Exclusion Endorsement
BP 05 17 01 06	Exclusion - Silica Or Silica-Related Dust
BP 05 23 01 08	Cap On Losses From Certified Acts Of Terrorism
BP 05 77 01 06	Fungi or Bacteria Exclusion (Liability)
BP 06 01 01 07	Exclusion of Loss Due to Virus or Bacteria
BP 12 03 01 06	Loss Payable Provision
BP 79 19 07 10	Businessowners Property Extension Endorsement
BP 79 74 02 08	Amendment of Pollution Exclusion (Premises)
BP 79 96 07 10	Businessowners Liability Extension Endorsement
BP 80 15 06 09	Mechanics Professional Liability Coverage
BP 80 60 01 07	Peak Season Endorsement
BP 81 15 01 07	Exclusion - Asbestos
BP 81 18 01 07	Medical Expense At Your Request Endorsement
BP 82 37 01 07	Equipment Breakdown Enhancement Endorsement
BP 82 46 06 09	Employment - Related Practices Liability Coverage
BP 88 04 06 09	Exclusion - Professional Services
BP 88 14 06 09	Earthquake

In witness whereof, we have caused this policy to be signed by our authorized officers.

Dexter Legg
Secretary

Paul Condrin
President

To report a claim, call your Agent or 1-877-263-7890
DS 70 21 01 08



Coverage Is Provided In:
Ohio Security Insurance Company

**Commercial Protector Common
Policy Declarations**

Policy Number:
BZS (14) 55 59 15 80

Policy Period:
From 08/15/2013 To 08/15/2014
12:01 am Standard Time
at Insured Mailing Location

Named Insured

Agent

B & A AUTO PARTS DBA CAR QUEST OF
HILLSBORO

(636) 931-1200
CUSTOM INSURANCE SERVICES INC

POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
BP 88 15 03 12	Identity Recovery Coverage For Defined Individuals
BP 88 16 06 09	Business Income Changes - 24 Hour Time Period
BP 88 27 01 11	Limited Cyber Liability - Amendment of Personal and Advertising Injury
BP 88 48 03 11	Missouri Changes - Employee Dishonesty and Loss Payment
BP 88 52 03 12	Missouri Changes - Identity Recovery Coverage
IL 88 10 10 10	Amendment of Limit of Insurance

To report a claim, call your Agent or 1-877-263-7890

DS 70 21 01 08



Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
BZS (14) 55 59 15 80

Policy Period:
From 08/15/2013 To 08/15/2014
12:01 am Standard Time
at Insured Mailing Location

Commercial Protector
Policy Declarations

Named Insured

Agent

B & A AUTO PARTS DBA CAR QUEST OF

(636) 931-1200

CUSTOM INSURANCE SERVICES INC

SUMMARY OF LIMITS AND CHARGES

Businessowners Liability Limits of Insurance	DESCRIPTION	LIMIT
	<u>Liability and Medical Expenses - Occurrence</u>	<u>1,000,000</u>
	<u>Aggregate</u>	<u>2,000,000</u>
	<u>Broadened Coverage For Damage To Premises Rented To You</u>	<u>1,000,000</u>
	<u>Medical Expenses (Any One Person)</u>	<u>15,000</u>

Explanation of Charges	DESCRIPTION	PREMIUM
	<u>Businessowners Location(s) Total</u>	<u>\$2,665.00</u>
	<u>Businessowners Other Coverage(s) Total</u>	<u>\$90.00</u>
	<u>Certified Acts of Terrorism Coverage</u>	<u>\$8.00</u>

Total Charges: \$2,763.00

Note: This is not a bill

To report a claim, call your Agent or 1-877-263-7890

DS 70 22 01 08



Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
BZS (14) 55 59 15 80

Policy Period:
From 08/15/2013 To 08/15/2014
12:01 am Standard Time
at Insured Mailing Location

**Commercial Protector
Declarations Schedule**

Named Insured

Agent

B & A AUTO PARTS DBA CAR QUEST OF

(636) 931-1200

CUSTOM INSURANCE SERVICES INC

SUMMARY OF COVERAGES BY LOCATION

0001 146 7th St, Hillsboro, MO 63050-5042

**Property
Characteristics**

Construction: Frame

**Business
Personal
Property Coverage**

Occupancy: Automobile Accessories - No Repairs, Services or
Recapping - Retail

DESCRIPTION

<u>Limit of Insurance</u>	<u>\$313,500</u>
Covered Causes of Loss	
Special Form	
Earthquake and Volcanic Eruption including Masonry Veneer	
<u>Deductible</u>	<u>\$1,000</u>
<u>Deductible - Earthquake and Volcanic Eruption</u>	<u>10%</u>
Premium	\$2,665.00

SUMMARY OF OTHER COVERAGES

**Employee
Dishonesty
Including
Forgery and
Alteration**

DESCRIPTION

<u>Limit of Insurance</u>	<u>\$25,000</u>
<u>Number of Employees</u>	<u>4</u>
<u>Deductible</u>	<u>\$500</u>

Premium **Included**

To report a claim, call your Agent or 1-877-263-7890

DS 70 23 01 08



Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
BZS (14) 55 59 15 80

Policy Period:
From 08/15/2013 To 08/15/2014
12:01 am Standard Time
at Insured Mailing Location

**Commercial Protector
Declarations Schedule**

Named Insured

Agent

B & A AUTO PARTS DBA CAR QUEST OF

(636) 931-1200

CUSTOM INSURANCE SERVICES INC

SUMMARY OF OTHER COVERAGES - continued

Employment Related Practices	DESCRIPTION	Premium	\$69.00
	Aggregate Limit - Damages		\$12,500
	Aggregate Limit - Defense Expense		\$12,500
	Each Claim Limit - Damages		\$12,500
	Each Claim Limit - Defense Expense		\$12,500
	Number of Employees		4
	Retroactive Date		08/15/2013
	Deductible		\$5,000
	Coinsurance		0%
Property Extension Endorsement	DESCRIPTION	Premium	\$9.00
	See Endorsement		
Identity Recovery Coverage for Defined Individuals	DESCRIPTION	Premium	\$12.00
	See Endorsement		
Businessowners Location(s) Total			\$2,665.00
Businessowners Other Coverage(s) Total			\$90.00
Businessowners Schedule Total			\$2,755.00

To report a claim, call your Agent or 1-877-263-7890

DS 70 23 01 08

Jefferson County Missouri
Jefferson County Administration Center
729 Maple Street
Hillsboro, MO 63050

Information for Personal Property Account 537715, Tax Year 2013
Generated 4/8/2014 at 11:27:43

Account Information		
Tax Year 2013	Return Status Completed	Date Returned 02/04/2013
Tax Code R3HFVAHSHI - R3HFVAHSHI	City HILLSBORO	Account Type BUSINESS
Owner Name and Address B & A AUTO PARTS 146 SEVENTH ST HILLSBORO, MO 63050	Tax Rate 7.2376	Total Tax \$91.92
Site Address	Mailing Name and Address	

Item Information			
Item	Product Code	Quantity	Assessed Value
BUSINESS VALUE		1	670
1997 GMC SONOMA PU		1	600
Total			1,270

Tax Payment Information	
Tax Billed	\$91.92
Penalty Billed	\$0.00
Cost Billed	\$0.00
Total Billed	\$91.92
Total Paid	\$91.92
Total Unpaid	\$0.00
Date Paid	12/31/2013
Paid By	B & A AUTO PARTS

Payment History		
Tax Year	Total Due	Total Paid
2013	\$91.92	\$91.92
2012	\$74.99	\$74.99

Taxing Bodies		
District	Tax Rate	Extension
VALLE AMBULANCE	0.452100	\$5.74
CITY OF HILLSBORO	0.546600	\$6.94
JEFFERSON COLLEGE	0.340200	\$4.32
COUNTY TAX	0.029000	\$0.37
HILLSBORO FIRE	0.642900	\$8.16
HEALTH UNIT TAX	0.075000	\$0.95
MENTAL HEALTH TAX	0.093900	\$1.19
PARK TAX	0.028000	\$0.36

Taxing Bodies		
HILLSBORO SPECIAL	0.198700	\$2.52
HILLSBORO SCHOOL	4.707300	\$59.80
JC DEV DISABILITIES	0.093900	\$1.19
STATE TAX	0.030000	\$0.38
Total	7.237600	\$91.92

Images

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Jefferson County Missouri
Jefferson County Administration Center
729 Maple Street
Hillsboro, MO 63050

Information for Personal Property Account 537715, Tax Year 2012
Generated 4/8/2014 at 11:30:21

Account Information		
Tax Year 2012	Return Status Completed	Date Returned 03/05/2012
Tax Code R3HFVAHSHI - R3HFVAHSHI	City HILLSBORO	Account Type BUSINESS
Owner Name and Address B & A AUTO PARTS 146 SEVENTH ST HILLSBORO, MO 63050	Tax Rate 7.2325	Total Tax \$68.71
Site Address	Mailing Name and Address	

Item Information			
Item	Product Code	Quantity	Assessed Value
BUSINESS VALUE		1	950
Total			950

Tax Payment Information	
Tax Billed	\$68.71
Penalty Billed	\$6.28
Cost Billed	\$0.00
Total Billed	\$74.99
Total Paid	\$74.99
Total Unpaid	\$0.00
Date Paid	01/11/2013
Paid By	B & A AUTO PARTS

Payment History		
Tax Year	Total Due	Total Paid
2013	\$91.92	\$91.92
2012	\$74.99	\$74.99

Taxing Bodies		
District	Tax Rate	Extension
VALLE AMBULANCE	0.451900	\$4.29
CITY OF HILLSBORO	0.541100	\$5.14
JEFFERSON COLLEGE	0.338600	\$3.22
COUNTY TAX	0.031500	\$0.30
HILLSBORO FIRE	0.642400	\$6.10
HEALTH UNIT TAX	0.074700	\$0.71
MENTAL HEALTH TAX	0.093500	\$0.89
PARK TAX	0.027900	\$0.27
HILLSBORO SPECIAL	0.197100	\$1.87

Taxing Bodies		
HILLSBORO SCHOOL	4.710300	\$44.74
JC DEV DISABILITIES	0.093500	\$0.89
STATE TAX	0.030000	\$0.29
Total	7.232500	\$68.71

Images
No images found.

[Tutorial Home](#) | [Exit Tutorial](#) | [Log Out](#)

Knowledge Check 5 of 5

Knowledge Check Results



Congratulations!



Daniel Kennedy (DKEN2952), your score is 66.67%

Daniel Kennedy, you successfully completed this tutorial and passed the E-Verify Knowledge Check on April 07, 2014.

Use your browser's print capability to obtain a copy of this page for your records.

To use E-Verify, select 'Exit Tutorial.'



REMINDER: You must visit 'View Essential Resources' to read the E-Verify User Manual, and you must print and clearly display the 'Notice of E-Verify Participation' and 'Right to Work' posters in all languages supplied by DHS.

Company ID Number: 525835

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR E-VERIFY EMPLOYER AGENTS

ARTICLE I

PURPOSE AND AUTHORITY

The parties to this Agreement are the Department of Homeland Security (DHS), and **B & A Auto Parts** (E-Verify Employer Agent). The purpose of this Agreement is to set forth terms by which SSA and DHS will provide information to **B & A Auto Parts** (E-Verify Employer Agent) on behalf of the E-Verify Employer Agent's client (the Employer). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, SSA, the Employer, and the E-Verify Employer Agent. References to the Employer include the E-Verify Employer Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

The Employer is not a party to this MOU. The E-Verify program requires an initial agreement between DHS and the E-Verify Employer Agent as part of the enrollment process. After agreeing to the MOU as set forth herein, completing the tutorial, and obtaining access to E-Verify as a E-Verify Employer Agent, the E-Verify Employer Agent will be given an opportunity to add a client once logged into E-Verify. All parties, including the Employer, will then be required to sign and submit a new MOU. The responsibilities of the parties remain the same in each MOU.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the E-Verify Employer Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers

Company ID Number: 525835

provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the E-Verify Employer Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program 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).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer (through the E-Verify Employer Agent) access to selected data from DHS's databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

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

2. DHS agrees to provide to the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer (through the E-Verify Employer Agent) at the E-Verify website and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

Company ID Number: 525835

4. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer (through the E-Verify Employer Agent) 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.

5. DHS agrees to issue the E-Verify Employer Agent a user identification number and password that will be used exclusively by the E-Verify Employer Agent, on behalf of the Employer, to verify information provided by employees with DHS's databases.

6. DHS agrees to safeguard the information provided to DHS by the Employer (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, 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 Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide 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.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer shall display the notices supplied by DHS (through the E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer shall provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.

4. The Employer shall comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only

Company ID Number: 525835

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 1-888-464-4218.

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the 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 photocopy must be of sufficient quality to allow for verification of the photo and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

5. Participation in E-Verify does not exempt the Employer from the 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, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 4 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

6. The Employer shall initiate E-Verify verification procedures (through the E-Verify Employer Agent), for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is 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. Employers may initiate verification, through the E-Verify Employer Agent, by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer

Company ID Number: 525835

(through the E-Verify Employer Agent) performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

7. The Employer may not use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify (through its E-Verify Employer Agent) for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

8. The Employer (through the E-Verify Employer Agent) shall follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

9. The Employer shall not 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(l)) 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 non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, 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, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work, or otherwise mistreating an employee) 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 a photo non-match 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 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

10. The Employer shall 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, or

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recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer shall not engage in such illegal practices as 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 unfair immigration-related 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).

11. The Employer shall 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.
12. The Employer will use the information it receives from SSA or DHS (through its E-Verify Employer Agent) pursuant to E-Verify and this MOU 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.
13. The information that the Employer receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that 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.
14. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, 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 timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. EMPLOYERS THAT ARE FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. If the Employer 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 existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

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a. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: 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 with the FAR E-Verify clause in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the E-Verify system and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: 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 initiate 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 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. 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 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate 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. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause 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 pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II, part D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause 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 new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS



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and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: A Federal contractor with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.4, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.4, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.4, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.4, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.4, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal contractors. Nothing in this section shall be construed 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 with the FAR E-Verify clause.

2. If the Employer is a Federal contractor with the FAR E-Verify clause, 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.

E. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures
3. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

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- A. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor with the FAR E-Verify clause.
- B. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of the program.
4. The E-Verify Employer Agent agrees to obtain the necessary equipment to utilize E-Verify.
5. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.4 above.
6. The E-Verify Employer Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The E-Verify Employer Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the E-Verify Employer Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.
7. The E-Verify Employer Agent agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

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 tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer (through the E-Verify Employer Agent), will transmit the Social Security Number to SSA for verification again if this review

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indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer shall not ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer shall refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer shall provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. 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. The Employer agrees to check the E-Verify system regularly for case updates.

6. If an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer shall send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or

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- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. If the Employer (through the E-Verify Employer Agent) determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer (through the E-Verify Employer Agent) must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer or the E-Verify Employer Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of the parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials. An E-Verify Employer Agent for an Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires the Employer's participation in E-Verify is terminated or completed. In such a circumstance, the E-Verify Employer Agent must provide written notice to DHS. If the E-Verify Employer Agent fails to provide such notice, that Employer will remain a participant in the E-Verify program on behalf of the Employer, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all the Employer's newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is 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 E-Verify

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Employer Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The E-Verify Employer Agent understands that if the Employer is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect the Employer's performance of its contractual responsibilities.

C. 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 they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. 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 E-Verify Employer Agent, the Employer, or their agents, officers, or employees.

E. 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 E-Verify Employer Agent or 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 E-Verify Employer Agent or the Employer.

F. 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).

G. The foregoing constitutes the full agreement on this subject between DHS and the E-Verify Employer Agent.



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The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the E-Verify Employer Agent and DHS respectively. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer B & A Auto Parts

Daniel Kennedy

Name (Please Type or Print)	Title
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<i>Electronically Signed</i>	03/25/2012
------------------------------	------------

Signature	Date
-----------	------

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)	Title
-----------------------------	-------

<i>Electronically Signed</i>	03/25/2012
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Signature	Date
-----------	------

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	B & A Auto Parts
Company Facility Address:	146 7th Street
	Hillsboro, MO 63050
Company Alternate Address:	146 7th Street
	Hillsboro, MO 63050



Company ID Number: 525835

County or Parish:	JEFFERSON
Employer Identification Number:	21287112
North American Industry Classification Systems Code:	441
Administrator:	
Number of Employees:	1 to 4
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">• MISSOURI 1 site(s)	



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

Name: **Daniel E Kennedy**

Telephone Number: **(636) 794 - 0900**

Fax Number: **(636) 794 - 1014**

E-mail Address: **bandaautoparts@att.net**



**JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG**

EXHIBIT

43

Invitation for Bid: AUTOMOTIVE PARTS AND SUPPLIES **Date Issued:** 3-12-14
2014

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, APRIL 8, 2014, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

**Contract
Contact:** VICKIE PRATT
Department of Administrative Services
636-797-5382

**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:
UPON APPROVAL OF THE
COUNTY COUNCIL AND
COUNTY EXECUTIVE

Vendor Information:

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.

Factory Motor Parts Dana Carney
Company Name Authorized Agent (Print)

11109 Lindbergh Business Dr. Dana Cane Signature
Address

St. Louis MO 63123 Fleet Contract Specialist
City/State/Zip Code Title

719-599-0237 3/18/14 41-0639421
Telephone # Date Tax ID #

d.corney@fmplco.com 719-434-2417
E-mail Fax #

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REQUIRED DOCUMENTS*

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)

Bid deposits/bonds must be in the exact amount as stipulated in the bid.

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

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

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

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).

***BIDS WILL BE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED**

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 triplicate (three copies) with 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. 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 set out 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 set out 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) 797-5382, 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 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, 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 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: Corporation.

2.24 INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Incorporated in the State of MO.

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 HANSEN (Name of Business Entity Authorized Representative) as DIRECTOR OF FLEET (Position/Title) first being duly sworn on my oath, affirm FACTORY MOTOR 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 (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 FACTORY MOTOR 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 (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

JEFF HANSEN

Printed Name

DIRECTOR - FLEET

Title

Date

3-18-14

Subscribed and sworn to before me this 18th of March, 2014. I am

(DAY)

(MONTH, YEAR)

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

Colorado
(NAME OF STATE)

and my commission expires on 12-2014.

(DATE)

Dana Carney

Signature of Notary

Date

3/18/14

DANA CARNEY
Notary Public
State of Colorado

AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Factory Motor 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.

Dawn Carney
Authorized Business Entity
Representative's Name
(Please Print)

Dawn Carney
Authorized Business Entity
Representative's Signature

Factory Motor Parts
Business Entity Name

3/19/14
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).

SPECIFICATIONS

AUTOMOTIVE PARTS AND SUPPLIES

GENERAL REQUIREMENTS

All parts offered must be first line, premium quality.

This bid is for the purchase of small dollar amount repair parts, automotive/small truck type only, considered normal distributor stock.

The County reserves the right to bid out automotive supplies and repair parts when requirements exceed these guidelines or for special parts which are normally only dealer item.

INVOICE AND PAYMENT

Supplier shall submit monthly statement with original copy of invoice (HANDWRITTEN WILL NOT BE ACCEPTED) showing the description, quantity shipped, unit and total manufacturer's list price. The quoted discount shall be shown on the invoice and applied to derive the net cost. The department will process payments monthly against these statements.

The supplier should submit to the County, for each department by the 15th of the month, a copy of all invoices for purchase in the prior month.

SHIPMENTS/PICK-UPS

No merchandise should be released unless signed for with a readable signature by the person picking up or accepting the order.

No order should be accepted or delivered without a purchase order number. The Purchase order number should be shown on all shipping papers, invoices, etc.

Each shipment shall be accompanied by one priced invoice to serve as packing list.

DELIVERY

How many delivery vehicles do you currently maintain in service? 23.

Will you provide your normal delivery service at no charge? YES X NO _____

If yes, is there a minimum order requirement? YES _____ NO X

MINIMUM \$ NA

If you charge for delivery service.

State amount: \$ NA per delivery.

Minimum order required? YES NO X \$ NA

What are your regular business hours?

	<u>OPEN</u>	<u>CLOSE</u>
Monday	<u>7:30 A.M.</u>	<u>5:30 P.M.</u>
Tuesday	<u>7:30 A.M.</u>	<u>5:30 P.M.</u>
Wednesday	<u>7:30 A.M.</u>	<u>5:30 P.M.</u>
Thursday	<u>7:30 A.M.</u>	<u>5:30 P.M.</u>
Friday	<u>7:30 A.M.</u>	<u>5:30 P.M.</u>
Saturday	<u>8 A.M.</u>	<u>1 P.M.</u>
Sunday	<u>Closed</u>	<u>Closed</u>

In emergency, can we call you after regular hours? YES X NO

If yes, name party to call:

Steve Switzer

Telephone Number (619) 363-4237

GENERAL

Pricing is based on pick-up at vendor's place of business.

Contract shall be based on net price resulting from percentage discount from "JOBBER BLUE SHEET" price lists.

Bidder must supply the County with a toll free telephone number for placing orders.

Do not use chain discounts; show one discount only.

Price increase/decrease by the manufacturer will be allowed under this contract; however, the percentage

discount shall remain the same. The County shall be notified prior to any price increase or decrease.

Current "JOBBER BLUE SHEET" price lists will be required to be on file at the County.

Vendor is instructed to contact Jason Jonas, P.E., Director of Public Works (636) 797-5369, regarding any and all questions concerning this contract.

OBSOLESCENCE PROGRAM

Supplier shall provide a program to review County inventory stock every 6 months. Parts for vehicles or equipment which are no longer needed, are out of date, or obsolete shall be taken back for exchange for current stock needs.

TERM OF CONTRACT

This contract will remain in effect for 12 months from the date of acceptance.

CONTRACT RENEWAL

The County of Jefferson reserves the right to renew this contract for another 12 month period at the same discounts, terms and conditions.

TECHNICAL SPECIFICATIONS & DISCOUNT SHEET

AUTOMOTIVE PARTS - SUPPLIES

Brands bid should be of equal quality to original equipment manufacturer. Bidder shall complete spaces provided for brands bid and percentage discount from manufacturer's list price. Bidder may insert more than one brand per item, if desired.

The County has maintenance sheds at the following locations:

2960 Lee Pyle Road off Hwy 67 south of 110 in DeSoto.

5275 Hwy B in Hillsboro

6460 Hwy MM in House Springs

355 Elm in Hillsboro

BID ONE DISCOUNT FOR ITEMS LISTED

DESCRIPTION	BRAND(S) NAME	PER CENT DISCOUNT
<u>AIR CONDITIONER</u> - Compressor, dryers, clutch fans, thermostatic Freon	<u>AcDelco</u>	<u>8%</u>
<u>ALTERNATORS, GENERATORS, STARTERS</u> drives	<u>AcDelco</u>	<u>10%</u>
	<u>MPA</u>	<u>12%</u>
<u>BEARINGS</u> - all roller and ball	<u>BCA</u>	<u>14%</u>
<u>Throw out bearing</u>	<u>BCA</u>	<u>14%</u>
<u>BRAKES</u> Brake pads with premium lining	<u>AcDelco</u>	<u>15%</u>
	<u>Bendix</u>	<u>15%</u>
<u>BRAKES, HYDRAULIC</u> - Parts, cylinder kits	<u>Bendix</u>	<u>15%</u>
<u>CARBURETORS</u> - Carburetor rebuild kits	<u>AcDelco</u>	<u>3%</u>
<u>CHASSIS PARTS</u> - King pins, ball joints, suspensions, spring shackle, tie rods, components	<u>AcDelco</u>	<u>15%</u>
	<u>mevotech</u>	<u>10%</u>
	<u>moog</u>	<u>15%</u>
<u>CLUTCH AND PRESSURE PLATES</u> - Rebuilt pressure plate,	<u>No bid</u>	<u> </u>
Rebuilt clutch disc, with H.D. organic lining	<u>No bid</u>	<u> </u>
Rebuilt clutch disc, with H.D. ceramic buttons	<u>No bid</u>	<u> </u>
<u>ENGINE PARTS</u> - Pistons, rings, bearings, valves, rods, crankshaft, oil pump	<u>No bid</u>	<u> </u>
<u>EXHAUST SYSTEMS</u> - Mufflers, pipes, hangers, Exhaust sealing clamps	<u>No bid</u>	<u> </u>

BID ONE DISCOUNT FOR ITEMS LISTED

DESCRIPTION	BRAND(S) NAME BID	PER CENT DISCOUNT
<u>FILTERS</u> - Oil, air, fuel WIX, NAPA or HASTINGS only	<u>No bid</u>	_____
<u>GASKETS</u> - Seals, packing	<u>Felpro</u>	<u>5%</u>
<u>GEARS</u> - Sprockets, chains	<u>No bid</u>	_____
<u>IGNITION</u> - Electrical, distributors, rotors, coils, switches, brushes, points, regulators	<u>Standard</u>	<u>18%</u>
<u>IGNITION</u> - wire set, cables, ignition wire	<u>Standard</u> <u>FVP</u>	<u>18%</u> <u>10%</u>
<u>BATTERIES</u> - Group 31 with 200 RC or more 1000 CCA or more, with 36 month warranty	<u>AcDelco</u>	<u>10%</u>
<u>GLOW PLUGS</u> -	<u>AcDelco</u>	<u>20%</u>
<u>LAMPS</u> - Headlights, bulbs	<u>Wagner</u>	<u>20%</u>
<u>PUMPS - FUEL</u> - NEW	<u>AcDelco</u>	<u>4%</u>
<u>PUMPS - WATER</u> - NEW	<u>AcDelco</u>	<u>13%</u>
<u>PUMPS - WATER</u> - REBUILT	<u>AcDelco</u>	<u>13%</u>
<u>RUBBER PRODUCTS</u> - V-belts, hoses, clamps	<u>Goodyear</u>	<u>5%</u>
<u>SHOCK ABSORBERS</u> -	<u>KYB</u>	<u>20%</u>
<u>SPARK PLUGS</u> - Regular, resister	<u>AcDelco</u>	<u>20%</u>
<u>TRANSMISSION</u> - automatic overhaul kits	<u>No bid</u>	_____
<u>UNIVERSAL JOINTS</u> -	<u>AcDelco</u>	<u>15%</u>

SAMPLE PRICING SHEET

The items listed below should be priced showing current price, discount and net price after using discount offered on the proceeding pages. Brand(s) number should also be shown. This is a sample price sheet for evaluation purposes, and should indicate actual prices.

<u>DESCRIPTION</u>	<u>LIST PRICE</u>	<u>LESS % DISCOUNT</u>	<u>NET AMOUNT</u>
<u>Brakes</u> - 1 Set (one axle) SS-7574-X metallic brake pads with premium lining	Jobber		
Brand <u>Bendix</u> No. <u>MKD699</u>	\$ <u>47.41</u>	- <u>15</u> %	\$ <u>40.30</u>
1 Set (one axle) SS-8269-X metallic brake pads with premium lining			
Brand <u>Bendix</u> No. <u>MKD1159</u>	\$ <u>47.41</u>	- <u>15</u> %	\$ <u>40.30</u>
1 Set (one axle) SS-7950-X metallic brake pads with premium lining			
Brand <u>Bendix</u> No. <u>MKD1047</u>	\$ <u>47.41</u>	- <u>15</u> %	\$ <u>40.30</u>
<u>Muffler and sealing clamps</u> for a 2006 Ford 3/4 Ton 4WD 5.4 l			
Brand <u>No Bid</u> No. _____	\$ _____	- _____ %	\$ _____
<u>Clutch and Pressure Plates</u> -			
14" Rebuilt clutch disc, 1-1/2" ten spline with H.D. organic lining part # E1023			
Brand <u>No Bid</u> No. _____	\$ _____	- _____ %	\$ _____
14" Rebuilt clutch disc 1-1/2" ten spline with H.D. ceramic buttons Part # E1023CB6			
Brand <u>No Bid</u> No. _____	\$ _____	- _____ %	\$ _____
<u>Oil filter</u> for 2007 International DT466 (wix 57744)			
Brand <u>No Bid</u> No. _____	\$ _____	- _____ %	\$ _____
<u>Batteries</u> - Group 31 with 200 RC or more 1250 CCA or more, with 36 month warranty.			
Brand <u>FVP</u> No. <u>8DBWS312</u>	\$ <u>218.78</u>	- <u>10</u> %	\$ <u>196.90</u>
<u>Alternator</u> - <u>2001</u> Crown Vic. 213-3130			
Brand <u>MPA</u> No. <u>7795610</u>	\$ <u>133.20</u>	- <u>12</u> %	\$ <u>117.22</u>

Oil Filters 2007 Impala NAPA 1522

Brand No. *Bid* No. _____ \$ _____ - % _____ \$ _____

Air Filters 2005 International DT466 (wix 46870)

Brand NO Bid No. \$ - % \$

NOTE:

Bidder is encouraged to offer discount from list prices' on other low value commonly used miscellaneous automotive supplies and repair parts. List below the catalogs and/or price sheets and numbers and the percent discount that would apply.

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as
of this 24th day of April 2014:

Factory Motor Parts
Company Name

Dana Carney
Signature
Dana Carney
Print

County of Jefferson, State of Missouri

Kenneth B. Waller
Kenneth B. Waller County Executive

Company Address: _____

11109 Lindbergh Bus. Ctr.
St. Louis, MO 63123

Phone: 719-599-0237

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.

Dorothy Stefford
County Auditor

APPROVED AS TO FORM

R. G. J. 9/28/14
County Counselor

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this _____ day of _____ 2014:

County of Jefferson, State of Missouri

Company Name

Signature

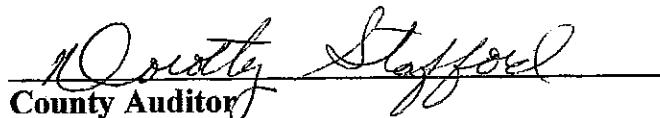
Kenneth B. Waller County Executive

Print

Company Address: _____

Phone: _____

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.


Dorothy Stafford
County Auditor

APPROVED AS TO FORM

County Counselor

FACTORYMOTORPARTS™

March 18, 2014

Re: Automotive Parts and Supplies 2014

Factory Motor Parts does not own any real or personal property in Jefferson County.

Thank You,



Jeff Hansen

Director, Fleet Channel

FACTORYMOTORPARTS

1380 Corporate Center Curve

Eagan, MN 55121

Email: j.hansen@fmpco.com

Phone: (651) 405-7816

Mobile: (609) 577-5014

State of Colorado

County of El Paso

Notary Signature

3-18-2014



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/14/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRS 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 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 1-515-457-8849
Arthur J. Gallagher Risk Management Services, Inc.
1415 28th Street, Suite 300
West Des Moines, IA 50266

CONTACT NAME: Regina Chock	FAX (A/C No): 515-457-8964
PHONE (A/C No. Ext): 515-440-8435	
E-MAIL ADDRESS: regina.chock@ajg.com	
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: EMC PROP & CAS INS CO	25186
INSURER B: EMPLOYERS MUT CAS CO	21415
INSURER C: EMCASCO INS CO	21407
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Elliott Auto Supply Co., Inc.
Factory Motor Parts
1380 Corporate Center Curve, Ste 200
Eagan, MN 55121

COVERAGES

CERTIFICATE NUMBER: 36943857

REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		2D39543	11/15/13	11/15/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					
	GENL AGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY		2E39543	11/15/13	11/15/14	COMBINED SINGLE LIMIT (ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	X ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEOULED AUTOS X HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$10,000		2J39543	11/15/13	11/15/14	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	2P39543	11/15/13	11/15/14	X WC STATU- TORY LIMITS <input checked="" type="checkbox"/> OTH- ER
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	2N39543	11/15/13	11/15/14	EL. EACH ACCIDENT \$ 500,000 EL. DISEASE - EA EMPLOYEE \$ 500,000 EL. DISEASE - POLICY LIMIT \$ 500,000
A	GARAGE LIABILITY		2E39543	11/15/13	11/15/14	Auto Only - Ea Acc 500,000 Other Than - Ea Acc 1,000,000 Auto Only - Agg 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

County of Jefferson
State of Missouri
729 Maple Street
Hillsboro, MO 63050

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

M. M.

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E-Verify Employment Eligibility Verification

You have been successfully logged out.

WARNING - You are about to access a Department of Homeland Security (DHS) computer system. This DHS computer system and the data therein are property of the U.S. Government and provided for official U.S. Government information and use. Access to this system is restricted to authorized users only. Unauthorized access, use, or modification of this computer system or of the data contained herein, or in transit to/from this system, may constitute a violation of section 1030 of title 18 of the U.S. Code and other federal or state criminal laws. Anyone who accesses a Federal computer system without authorization or exceeds his or her access authority, or obtains, alters, damages, destroys, or discloses information, or prevents authorized use of information on the computer system, may be subject to administrative penalties, fines or imprisonment.

This DHS computer system and any related equipment is subject to monitoring for administrative oversight, law enforcement, criminal investigative purposes, inquiries into alleged wrongdoing or misuse, and to ensure proper performance of applicable security features and procedures. As part of this monitoring, DHS may acquire, access, retain, intercept, capture, retrieve, record, read, inspect, analyze, audit, copy and disclose any information processed, transmitted, received, communicated, and stored within the computer system. If monitoring reveals possible misuse or criminal activity, notice of such may be provided to appropriate supervisory personnel and law enforcement officials. DHS may conduct these activities in any manner without further notice.

Accordingly, there can be no expectation of privacy in the course of your use of this computer system. The use of a password or any other security measure does not establish an expectation of privacy. There is no expectation of privacy in any media, peripherals or other devices placed in or connected to the computer system.

By clicking "I agree" below or by using this system, you consent to the terms set forth in this notice.

I agree



[U.S. Department of Homeland Security | U.S. Citizenship and Immigration Services](#)

[Download Viewers](#)



**JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG**

EXHIBIT

44

Invitation for Bid: AUTOMOTIVE PARTS AND SUPPLIES **Date Issued:** 3-12-14
2014

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, APRIL 8, 2014, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

Contract Contact: VICKIE PRATT
Department of Administrative Services
636-797-5382

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

SAMPLE ENVELOPE

TENDER NAME

VENDOR ADDRESS

CONTACT NUMBER

DEPARTMENT OF THE COUNTY CLERK

JEFFERSON COUNTY MISSOURI

729 MAPLE ST / PO BOX 100

HILLSBORO MO 63050-0109

SEALED BID: (BID NAME)

Contract Term:
UPON APPROVAL OF THE
COUNTY COUNCIL AND
COUNTY EXECUTIVE

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.

REUTTER FORD INC. WARREN KORNBLUM
Company Name Authorized Agent (Print)
1325 McNOTT Warren Kornblum
Address Signature
Herculaneum Mo 63048 PARTS MANAGER
City/State/Zip Code Title
636-464-9000 06-07-1994 14996723
Telephone # Date Tax ID #
E-mail REUTTER-Auto.Com 636-464-2085
Fax #

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Bidders Response and Contract	Page 5
Affidavit	Page 9
Specifications	Page 11

REQUIRED DOCUMENTS*

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)

Bid deposits/bonds must be in the exact amount as stipulated in the bid.

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**

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

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

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).

***BIDS WILL BE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED**

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 triplicate (three copies) with 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. 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) 797-5382, 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. 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. 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. 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 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, 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: 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 WARREN Robison (Name of Business Entity Authorized Representative) as PARTS MANAGER (Position/Title) first being duly sworn on my oath, affirm REUTHER 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 AUTO REPAIR (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 REUTHER 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 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.)

Warren E. Robison Jr.
Authorized Representative's Signature

WARREN E. ROBISON JR
Printed Name

PARTS MANAGER
Title

March 21, 2014
Date

Subscribed and sworn to before me this 21ST of March, 2014. I am

(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of St. Louis, State of

(NAME OF COUNTY)

MISSOURI and my commission expires on 06-24-2014.

(NAME OF STATE) (DATE)

Steven C. Reuther
Signature of Notary

March 21, 2014
Date

STEVEN C. REUTHER Notary Public - Notary Seal State of Missouri Commissioned for St. Louis County My Commission Expires: June 24, 2014 Commission Number: 10422032

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.

WARREN Robinson
Authorized Business Entity
Representative's Name
(Please Print)

Dawn E. Rob
Authorized Business Entity
Representative's Signature

REUTHER FORD INC
Business Entity Name

03-21-2014
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).

SPECIFICATIONS

AUTOMOTIVE PARTS AND SUPPLIES

GENERAL REQUIREMENTS

All parts offered must be first line, premium quality.

This bid is for the purchase of small dollar amount repair parts, automotive/small truck type only, considered normal distributor stock.

The County reserves the right to bid out automotive supplies and repair parts when requirements exceed these guidelines or for special parts which are normally only dealer item.

INVOICE AND PAYMENT

Supplier shall submit monthly statement with original copy of invoice (HANDWRITTEN WILL NOT BE ACCEPTED) showing the description, quantity shipped, unit and total manufacturer's list price. The quoted discount shall be shown on the invoice and applied to derive the net cost. The department will process payments monthly against these statements.

The supplier should submit to the County, for each department by the 15th of the month, a copy of all invoices for purchase in the prior month.

SHIPMENTS/PICK-UPS

No merchandise should be released unless signed for with a readable signature by the person picking up or accepting the order.

No order should be accepted or delivered without a purchase order number. The Purchase order number should be shown on all shipping papers, invoices, etc.

Each shipment shall be accompanied by one priced invoice to serve as packing list.

DELIVERY

How many delivery vehicles do you currently maintain in service? 2.

Will you provide your normal delivery service at no charge? YES X NO

Yes, is there a minimum order requirement? YES NO X

MINIMUM \$ 0

If you charge for delivery service.

State amount: \$ ←0→ per delivery.

Minimum order required? YES NO X \$

What are your regular business hours?

	<u>OPEN</u>	<u>CLOSE</u>
Monday	<u>7:30 A.M.</u>	<u>6:00 P.M.</u>
Tuesday	<u>7:30 A.M.</u>	<u>6:00 P.M.</u>
Wednesday	<u>7:30 A.M.</u>	<u>6:00 P.M.</u>
Thursday	<u>7:30 A.M.</u>	<u>6:00 P.M.</u>
Friday	<u>7:30 A.M.</u>	<u>6:00 P.M.</u>
Saturday	<u>9:00 A.M.</u>	<u>2:00 P.M.</u>
Sunday	<u>Closed</u>	<u>Closed</u>

In emergency, can we call you after regular hours? YES X NO

If yes, name party to call:

WARREN ROBINSON

Telephone Number 314 - 704 - 7622

GENERAL

Pricing is based on pick-up at vendor's place of business.

Contract shall be based on net price resulting from percentage discount from "JOBBER BLUE SHEET" price lists.

Bidder must supply the County with a toll free telephone number for placing orders.

Do not use chain discounts; show one discount only.

Price increase/decrease by the manufacturer will be allowed under this contract; however, the percentage

discount shall remain the same. The County shall be notified prior to any price increase or decrease.

Current "JOBBER BLUE SHEET" price lists will be required to be on file at the County.

Vendor is instructed to contact Jason Jonas, P.E., Director of Public Works (636) 797-5369, regarding any and all questions concerning this contract.

OBSOLESCENCE PROGRAM

Supplier shall provide a program to review County inventory stock every 6 months. Parts for vehicles or equipment which are no longer needed, are out of date, or obsolete shall be taken back for exchange for current stock needs.

TERM OF CONTRACT

This contract will remain in effect for 12 months from the date of acceptance.

CONTRACT RENEWAL

The County of Jefferson reserves the right to renew this contract for another 12 month period at the same discounts, terms and conditions.

TECHNICAL SPECIFICATIONS & DISCOUNT SHEET

AUTOMOTIVE PARTS - SUPPLIES

Brands bid should be of equal quality to original equipment manufacturer. Bidder shall complete spaces provided for brands bid and percentage discount from manufacturer's list price. Bidder may insert more than one brand per item, if desired.

The County has maintenance sheds at the following locations:

2960 Lee Pyle Road off Hwy 67 south of 110 in DeSoto.

5275 Hwy B in Hillsboro

6460 Hwy MM in House Springs

355 Elm in Hillsboro



BID ONE DISCOUNT FOR ITEMS LISTED

DESCRIPTION	BRAND(S) NAME	PER CENT DISCOUNT
AIR CONDITIONER - Compressor, dryers, clutch fans, thermostatic Freon	<u>Ford/MotorCraft</u>	<u>25%</u>
ALTERNATORS, GENERATORS, STARTERS drives	<u>Ford/MotorCraft</u>	<u>25%</u>
BEARINGS - all roller and ball	<u>Ford/MotorCraft</u>	<u>25%</u>
Throw out bearing	<u>Ford/MotorCraft</u>	<u>25%</u>
BRAKES Brake pads with premium lining	<u>Ford/MotorCraft</u>	<u>25%</u>
BRAKES, HYDRAULIC - Parts, cylinder kits	<u>Ford/MotorCraft</u>	<u>25%</u>
CARBUREATORS - Carburetor rebuild kits	<u>Ford/MotorCraft</u>	<u>25%</u>
CHASSIS PARTS - King pins, ball joints, suspensions, spring shackle, tie rods, components	<u>Ford/MotorCraft</u>	<u>25%</u>
CLUTCH AND PRESSURE PLATES - Rebuilt pressure plate,	<u>Ford/MotorCraft</u>	<u>25%</u>
Rebuilt clutch disc, with H.D. organic lining	<u>Ford/MotorCraft</u>	<u>25%</u>
Rebuilt clutch disc, with H.D. ceramic buttons	<u>Ford/MotorCraft</u>	<u>25%</u>
ENGINE PARTS - Pistons, rings, bearings, valves, rods, crankshaft, oil pump	<u>Ford/MotorCraft</u>	<u>25%</u>
EXHAUST SYSTEMS - Mufflers, pipes, hangers, Exhaust sealing clamps	<u>Ford/MotorCraft</u>	<u>25%</u>

BID ONE DISCOUNT FOR ITEMS LISTED

DESCRIPTION

**BRAND(S) NAME
BID**

**PER CENT
DISCOUNT**

FILTERS - Oil, air, fuel
WIX, NAPA or HASTINGS only

Ford/Motorcraft 25%

GASKETS - Seals, packing

Ford/Motorcraft 25%

GEARS - Sprockets, chains

Ford/Motorcraft 25%

IGNITION - Electrical, distributors,
rotors, coils, switches, brushes,
points, regulators

Ford/Motorcraft 25%

IGNITION - wire set,
cables, ignition wire

Ford/Motorcraft 25%

BATTERIES - Group 31 with 200
RC or more 1000 CCA or more,
with 36 month warranty

Ford/Motorcraft 25%

GLOW PLUGS -

Ford/Motorcraft 25%

LAMPS - Headlights, bulbs

Ford/Motorcraft 25%

PUMPS - FUEL - NEW

Ford/Motorcraft 25%

PUMPS - WATER - NEW

Ford/Motorcraft 25%

PUMPS - WATER - REBUILT

Ford/Motorcraft 25%

RUBBER PRODUCTS - V-belts, hoses, clamps

Ford/Motorcraft 25%

SHOCK ABSORBERS -

Ford/Motorcraft 25%

SPARK PLUGS - Regular, resister

Ford/Motorcraft 25%

TRANSMISSION - automatic overhaul kits

Ford/Motorcraft 25%

UNIVERSAL JOINTS -

Ford/Motorcraft 25%

SAMPLE PRICING SHEET

The items listed below should be priced showing current price, discount and net price after using discount offered on the proceeding pages. Brand(s) number should also be shown. This is a sample price sheet for evaluation purposes, and should indicate actual prices.

DESCRIPTION

	<u>LIST PRICE</u>	<u>LESS % DISCOUNT</u>	<u>NET AMOUNT</u>
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Brakes - 1 Set (one axle) SS-7574-X
metallic brake pads with premium lining

Brand	<u>MotorCraft</u> No. <u>BR1269</u>	<u>\$ 68.68 - 25%</u>	<u>\$ 51.51</u>
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1 Set (one axle) SS-8269-X
metallic brake pads with premium lining

Brand	<u>MotorCraft</u> No. <u>BRSD777</u>	<u>\$ 79.98 - 25%</u>	<u>\$ 59.98</u>
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1 Set (one axle) SS-7950-X
metallic brake pads with premium lining

Brand	<u> </u> No. <u> </u>	<u>\$ 9 - %</u>	<u>\$ </u>
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Muffler and sealing clamps for a 2006 Ford 3/4 Ton 4WD 5.4 l

Brand	<u>Ford</u> No. <u>6C3Z5230G</u>	<u>\$ 98.34 - 25%</u>	<u>\$ 74.12</u>
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Clutch and Pressure Plates -

14" Rebuilt clutch disc, 1-1/2" ten spline with H.D. organic lining
part # E1023

Brand	<u>Ford</u> No. <u>YC3Z7L596AA</u>	<u>\$ 78.94 - 25%</u>	<u>\$ 59.24</u>
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14" Rebuilt clutch disc 1-1/2" ten spline with H.D. ceramic buttons
Part # E1023CB6

Brand	<u> </u> No. <u> </u>	<u>\$ - %</u>	<u>\$ </u>
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Oil filter for 2007 International DT466 (wix 57744)

Brand	<u>MotorCraft</u> No. <u>E11995</u>	<u>\$ 15.07 - 25%</u>	<u>\$ 11.30</u>
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Batteries - Group 31 with 200 RC or more 1250 CCA or more,
with 36 month warranty.

Brand	<u>MotorCraft</u> No. <u>BXT65-250</u>	<u>\$ 129.95 - 15%</u>	<u>\$ 110.45</u>
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Alternator - 2001 Crown Vic. 213-3130

Brand	<u>MotorCraft</u> No. <u>F8N210V546M0R01</u>	<u>\$ 251.20 - 25%</u>	<u>\$ 188.40</u>
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Oil Filters 2007 Impala NAPA 1522

Brand MotorCraft No. F1321 \$ 842 - 30% % \$ 580

Air Filters 2005 International DT466 (wix 46870)

Brand MotorCraft No. FA1778 \$ 7911 - 25% % \$ 5938

NOTE:

Bidder is encouraged to offer discount from list prices' on other low value commonly used miscellaneous automotive supplies and repair parts. List below the catalogs and/or price sheets and numbers and the percent discount that would apply.

MotorCraft FILTER - OIL - 25%
AIR - 25%
FUEL 25%

MotorCraft WiperBlades - 25%

MotorCraft Fuel Caps - 25%
RADIATOR CAPS - 25%
BELTS - 25%
Hoses - 25%

MotorCraft SPARK Plugs - 25%
WIRES - 25%

Ford/MotorCraft Engines 100% overlast
TRANSMISSION 100% overlast

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as
of this 21ST day of March 2014:

Reutter Ford Inc
Company Name

County of Jefferson, State of Missouri

Warren E. Robinson Jr.
Signature
WARREN E. ROBINSON JR.
Print

Kenneth B. Waller
Kenneth B. Waller 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.

Dorothy Stafford
County Auditor

APPROVED AS TO FORM

PLG-JJ 4/20/14
County Counselor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/1/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs 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 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

Zurich - Account Service Center
7045 College Blvd
Overland Park, KS 66211
Fax: 888-734-6776 Ph: 877-225-5276

CONTACT NAME: Zurich - Account Service Center

PHONE (A/C No. EXT): 877-225-5276 FAX (A/C No.): 888-734-6776

E-MAIL ADDRESS: service.center@zurichna.com

INSURER(S) AFFORDING COVERAGE NAIC #

INSURER A: Universal Underwriters Insurance Company 41181

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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.

INSR TR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	281126	03/01/2014	03/01/2015	EACH OCCURENCE	\$300,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> COMP/COLL DED	<input type="checkbox"/>	<input type="checkbox"/>	281126	03/01/2014	03/01/2015	COMBINED SINGLE LIMIT (Ea Accident)	\$300,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$0	<input type="checkbox"/>	<input type="checkbox"/>	281126	03/01/2014	03/01/2015	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	Y/N	N/A				<input type="checkbox"/> WC STATUS- TORY LIMITS	<input type="checkbox"/> OTH- ER
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$
							E.L. DISEASE -EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	CARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO	<input type="checkbox"/>	<input type="checkbox"/>	281126	03/01/2014	03/01/2015	OTHER THAN AUTO ONLY EACH ACC:	\$300,000
A	Customer Auto - Legal Liability	<input type="checkbox"/>	<input type="checkbox"/>	281126	03/01/2014	03/01/2015		\$7,095,180

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Reason for Certificate: General Liability

30 Day notice of cancellation applies, except for cancellation due to non payment of premium.

See Additional Remarks Schedule Attached

CERTIFICATE HOLDER

CANCELLATION

EUTHER FORD

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

Nancy D. Mueller

Attn:
ax:

JEFFERSON COUNTY, MISSOURI

PAID

2013 REAL ESTATE

TW ARA SECT Q BLK PARCEL EXT

10-9-0-30-0-3-001-001-10

VALUE

0 RESI

0 AGRU

696,000 COMM

696,000 TOTL

TAX RT 5.4668200

BOOK

PAGE

ACRES TWN 41 RNG 6 DOCUMENT #

REUTHER LAND DEVELOPMENT LLC

1325 MCNUTT ST

HERCULANEUM, MO 63048

2013 REAL ESTATE

<u>TAX DISTRICT</u>	<u>TAX</u>
CITY OF HERCULANEUM	4,820.50
COUNTY TAX	201.84
FESTUS SCHOOL	26,030.40
FESTUS SPECIAL	1,255.58
HEALTH UNIT TAX	522.00
JC DEV DISABILITIES	653.54
JEFFERSON COLLEGE	2,367.79
JOACHIM-PLATTIN AMB	1,149.79
MENTAL HEALTH TAX	653.54
MERCHANT SUR TAX	1,670.40
PARK TAX	194.88
STATE TAX	208.80
TOTAL TAXES	38,729.06
TOTAL PAID	39,729.06

** DATE PAID 12/24/2013 **

BETH MAHN
 COUNTY COLLECTOR
 HILLSBORO, MO 63050

JEFFERSON COUNTY, MISSOURI

PAID

2012 REAL ESTATE

TW ARA SECT Q BLK PARCEL EXT
10-9.0-30.0-3-001-001.10

VALUE
0 RESI
0 AGR
696,000 COMM
696,000 TOTL

ACRES
DOCUMENT #
TWN 41
RNG 6

TAX RT 5.449800

BOOK
PAGE

REUTHER LAND DEVELOPMENT LLC
1325 MCNUTT ST
HERCULANEUM, MO 63046

2012 REAL ESTATE

TAX DISTRICT

CITY OF HERCULANEUM

COUNTY TAX

FESTUS SCHOOL

FESTUS SPECIAL

HEALTH UNIT TAX

JC DEV DISABILITIES

JEFFERSON COLLEGE

JOACHIM-PLATTIN AMB

MENTAL HEALTH TAX

MERCHANT SUR TAX

PARK TAX

STATE TAX

TOTAL TAXES

39,601.01

TOTAL PAID:

39,601.01

** DATE PAID 12/31/2012 **

BETH MAHN
COUNTY COLLECTOR
HILLSBORO, MO 63050

Phone: 797-5466 (LOCAL)

JEFFERSON COUNTY MISSOURI

TAXES ARE DUE DECEMBER 31 AFTER DEC. 31

CURR NO	RECEIPT //	STATE..
0E7190	RECEIPT //	004/006
2011 REAL ESTATE		2008.60
TY ARA SECT 0 BLK PARCEL EXT	COUNTY.	229.68
01 9.0 30.0 3 001 001.10	HEALTH.	516.43
PT W1/2 S11/4	FS ROAD	1,222.19
	JP AMBL	1,149.10
	JC COLL	2,339.95
	RS SCHL	26,030.40
	DEV DIS	645.58
ACRES 5.00 TWN 41 RNG 6	PARK...	194.18
DOCUMENT# 10R036109	ST SPEC	.00
	SUR TAX	1,670.40
REUTHER LAND DEVELOPMENT LLC	MENTL H	646.58
1325 MCNUTT ST	LIBRARY	.00
HERCULANEUM	HE CITY	4,745.33
BOOK PAGE	TOTAL...	39,599.61
63048	INTEREST	.00
MAKE PAYABLE TO: BETH MAHN PO. BOX 100 HILLSBRO. MO 63050	PENALTY.	.00
	AMT PAID	39,599.61
2011 REAL ESTATE	RECEIPT //	004/006
TY ARA SECT 0 BLK PARCEL EXT	COUNTY.	216.00
01 9.0 31.0 4 001 005.01	HEALTH.	237.60
ROLLAND HILLS	ROAD	534.24
LOT 1	JP AMBL	1,522.80
	RA COLE	952.56
	CE SCHL	2,420.64
	RF FIRE	33,151.68
ACRES 8.00 TWN 43 RNG 6	DEV DIS	5,122.80
DOCUMENT# 10R042379	PARK...	668.08
	ST SPEC	200.00
REUTHER LAND MANAGEMENT LLC	SUR TAX	1,728.00
1325 MCNUTT ST	MENTL H	668.00
HERCULANEUM	LIBRARY	1,252.80
NO 63048	AR CITY	2,860.56
MAKE PAYABLE TO: BETH MAHN PO. BOX 100 HILLSBRO. MO 63050	TOTAL...	51,538.32
	INTEREST	.00
	PENALTY.	.00
	AMT PAID	51,538.32

JEFFERSON COUNTY MISSOURI

TAXES ARE DELINQUENT AFTER DEC. 31

CURR NO	RECEIPT //	STATE..
016373	RECEIPT //	004/006
2011 REAL ESTATE	COUNTY.	216.00
TY ARA SECT 0 BLK PARCEL EXT	HEALTH.	237.60
01 9.0 31.0 4 001 005.01	ROAD	534.24
	JP AMBL	1,522.80
	RA COLE	952.56
	CE SCHL	2,420.64
	RF FIRE	33,151.68
720,000 COMM	7.1581	5,122.80
720,000 TOTAL	DEV DIS	668.08
63048	PARK...	200.00
	ST SPEC	.00
REUTHER LAND MANAGEMENT LLC	SUR TAX	1,728.00
1325 MCNUTT ST	MENTL H	668.00
HERCULANEUM	LIBRARY	1,252.80
NO 63048	AR CITY	2,860.56
MAKE PAYABLE TO: BETH MAHN PO. BOX 100 HILLSBRO. MO 63050	TOTAL...	51,538.32
	INTEREST	.00
	PENALTY.	.00
	AMT PAID	51,538.32

JEFFERSON COUNTY, MISSOURI

RECEIPT PERSONAL PROPERTY 2011

DRR#	098465	STATE..	22.89
CC#	098465	COUNTY..	25.18
LINE	76,300	HEALTH.	56.61
LX RT	5.4496	FS ROAD	133.98
		JP AMBL	125.97
		JC COLL	256.52
		R6 SCHL	2,853.62
		FIRE	.00
		DEV DIS	70.88
		PARK..	21.29
		STL CO.	.00
		MENTL H	70.88
		LIBRARY	.00
		HE CITY	520.21
		LATE BN	.00
		RRS FORD INC DBA FORD &	
		MCNUTT RD	
		LANEUM MO 63048	

** DATE PAID	2011-12-30	**
2011 PERSONAL PROPERTY	-----	
2011 BUSINESS VALUE	976300	
		TOTAL: ..
		INTEREST .. .00
		PENALTY .. .00
		AMT PAID 4,158.03

EETH-MATIN - - - - -
COUNTY COLLECTOR
HILLSBORO, MO 63050
Phone: 797-5406 (LOCAL)

JEFFERSON COUNTY, MISSOURI

PAID

2012 PERSONAL PROPERTY

		<u>TAX DISTRICT</u>	<u>TAX</u>
ACCT #	098465	CITY OF HERCULANEUM	
VALUE	58,690	COUNTY TAX	
TAX RT	5.449800	18.49	
		2,195.01	
		103.76	
		43.84	
		54.88	
		198.72	
		93.61	
		54.88	
		16.37	
		17.61	
		TOTAL TAXES 3,198.49	
		TOTAL PAID 3,198.49	

** DATE PAID 12/31/2012 ** STATE TAX

REUTHERS FORD INC DBA FORD &
1325 MCNUTT RD
HERCULANEUM, MO 63043

BUSINESS/FARE	Total Value:
	59,690
	59,690

BETH MAHN
COUNTY COLLECTOR
HILLSBORD, MO 65050

Phone: 797-5406 (LOCAL)



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

EXHIBIT

A5

Invitation for Bid: **AUTOMOTIVE PARTS AND SUPPLIES** Date Issued: **3-12-14**
2014

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, APRIL 8, 2014, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

JASON JONAS
Department of Public Works
636-797-5369
jjonas@jeffcomo.org

**Contract
Contact:**

VICKIE PRATT
Department of Administrative Services
636-797-5382

**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)*

Contract Term:
UPON APPROVAL OF THE
COUNTY COUNCIL AND
COUNTY EXECUTIVE

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:**

Weir Chevrolet Buick GMC Inc JANIS M. LEE
Company Name Authorized Agent (Print)
1107 S main JANIS M. LEE
Address Signature
Red Bud, IL 62278 SECRETARY/TREASURER
City/State/Zip Code Title
618-282-3111 3-27-14 31-0901499
Telephone # Date Tax ID #
parts@weirparts.com 618-282-6964
E-mail Fax #

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Bid Requirements	Page 3
Bidders Response and Contract	Page 5
Affidavit	Page 9
Specifications	Page 11

REQUIRED DOCUMENTS*

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)

Bid deposits/bonds must be in the exact amount as stipulated in the bid.

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

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

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

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).

***BIDS WILL BE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED**

1.0 BID REQUIREMENTS

Bidder shall initial all pages and return where the Bid Document denotes "BIDDER'S INITIALS: *JL*"

1.1 BID SUBMISSION:

Submit bid form in triplicate (three copies) with 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. 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) 797-5382, 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 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, 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 Illinoi's.

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 JANIS M. LEE (Name of Business Entity Authorized Representative) as SECRETARY/TREASURER (Position/Title) first being duly sworn on my oath, affirm Weir Chevrolet Buick GMC 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 Jefferson County, mo (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 Weir Chevrolet Buick GMC 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 Jefferson County, mo (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.)

JANIS M. LEE
Authorized Representative's Signature

JANIS M. LEE
Printed Name

SECRETARY/TREASURER
Title

3-28-14
Date

Subscribed and sworn to before me this 28th of March 14. I am

(DAY)

(MONTH, YEAR)

commissioned as a notary public within the County of St. Clair, State of

(NAME OF COUNTY)

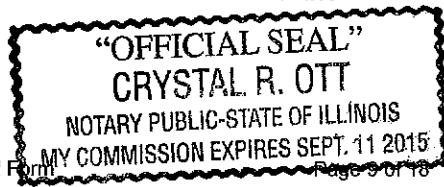
Illinois
(NAME OF STATE)

and my commission expires on 9-11-15.

(DATE)

CRYSTAL R. OTT
Signature of Notary

3/28/14
Date





AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Weir Chevrolet Buick GMC 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.

JANIS M. LEE
Authorized Business Entity
Representative's Name
(Please Print)

James M. Lee
Authorized Business Entity
Representative's Signature

Weir Chevrolet Buick GMC Inc
Business Entity Name

3-28-14
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).

SPECIFICATIONS

AUTOMOTIVE PARTS AND SUPPLIES

GENERAL REQUIREMENTS

All parts offered must be first line, premium quality.

This bid is for the purchase of small dollar amount repair parts, automotive/small truck type only, considered normal distributor stock.

The County reserves the right to bid out automotive supplies and repair parts when requirements exceed these guidelines or for special parts which are normally only dealer item.

INVOICE AND PAYMENT

Supplier shall submit monthly statement with original copy of invoice (HANDWRITTEN WILL NOT BE ACCEPTED) showing the description, quantity shipped, unit and total manufacturer's list price. The quoted discount shall be shown on the invoice and applied to derive the net cost. The department will process payments monthly against these statements.

The supplier should submit to the County, for each department by the 15th of the month, a copy of all invoices for purchase in the prior month.

SHIPMENTS/PICK-UPS

No merchandise should be released unless signed for with a readable signature by the person picking up or accepting the order.

No order should be accepted or delivered without a purchase order number. The Purchase order number should be shown on all shipping papers, invoices, etc.

Each shipment shall be accompanied by one priced invoice to serve as packing list.

DELIVERY

How many delivery vehicles do you currently maintain in service? 56

Will you provide your normal delivery service at no charge? YES X NO _____

If yes, is there a minimum order requirement? YES _____ NO X

MINIMUM \$ N/A

If you charge for delivery service.

State amount: \$ N/A per delivery.

Minimum order required? YES NO X \$ N/A

What are your regular business hours?

	<u>OPEN</u>	<u>CLOSE</u>
Monday	<u>6</u> A.M.	<u>5</u> P.M.
Tuesday	<u>6</u> A.M.	<u>5</u> pm
Wednesday	<u>6</u> A.M.	<u>5</u> pm
Thursday	<u>6</u> A.M.	<u>5</u> pm
Friday	<u>6</u> am	<u>5</u> pm
Saturday	<u>N/A</u>	<u>N/A</u>
Sunday	<u>N/A</u>	<u>N/A</u>

In emergency, can we call you after regular hours? YES X NO

If yes, name party to call:

Leave voice mail

Telephone Number 800 - 334 - 1379

GENERAL

Pricing is based on pick-up at vendor's place of business.

Contract shall be based on net price resulting from percentage discount from "JOBBER BLUE SHEET" price lists.

Bidder must supply the County with a toll free telephone number for placing orders.

Do not use chain discounts; show one discount only.

Price increase/decrease by the manufacturer will be allowed under this contract; however, the percentage

discount shall remain the same. The County shall be notified prior to any price increase or decrease.

Current "JOBBER BLUE SHEET" price lists will be required to be on file at the County.

Vendor is instructed to contact Jason Jonas, P.E., Director of Public Works (636) 797-5369, regarding any and all questions concerning this contract.

OBSOLESCENCE PROGRAM

Supplier shall provide a program to review County inventory stock every 6 months. Parts for vehicles or equipment which are no longer needed, are out of date, or obsolete shall be taken back for exchange for current stock needs.

TERM OF CONTRACT

This contract will remain in effect for 12 months from the date of acceptance.

CONTRACT RENEWAL

The County of Jefferson reserves the right to renew this contract for another 12 month period at the same discounts, terms and conditions.

TECHNICAL SPECIFICATIONS & DISCOUNT SHEET

AUTOMOTIVE PARTS - SUPPLIES

Brands bid should be of equal quality to original equipment manufacturer. Bidder shall complete spaces provided for brands bid and percentage discount from manufacturer's list price. Bidder may insert more than one brand per item, if desired.

The County has maintenance sheds at the following locations:

2960 Lee Pyle Road off Hwy 67 south of 110 in DeSoto.

5275 Hwy B in Hillsboro

6460 Hwy MM in House Springs

355 Elm in Hillsboro



BID ONE DISCOUNT FOR ITEMS LISTED

DESCRIPTION	BRAND(S) NAME	PER CENT DISCOUNT
AIR CONDITIONER - Compressor, dryers, clutch fans, thermostatic Freon	GM	L-30%
ALTERNATORS, GENERATORS, STARTERS drives	GM	L-30%
BEARINGS - all roller and ball	GM	L-30%
Throw out bearing	GM	L-30%
BRAKES Brake pads with premium lining	GM	L-30%
BRAKES, HYDRAULIC - Parts, cylinder kits	GM	L-30%
CARBURETORS - Carburetor rebuild kits	GM	L-30%
CHASSIS PARTS - King pins, ball joints, suspensions, spring shackle, tie rods, components	GM	L-30%
CLUTCH AND PRESSURE PLATES - Rebuilt pressure plate,	GM	L-30%
Rebuilt clutch disc, with H.D. organic lining	GM	L-30%
Rebuilt clutch disc, with H.D. ceramic buttons	GM	L-30%
ENGINE PARTS - Pistons, rings, bearings, valves, rods, crankshaft, oil pump	GM	L-30%
EXHAUST SYSTEMS - Mufflers, pipes, hangers, Exhaust sealing clamps	GM	L-30%

BID ONE DISCOUNT FOR ITEMS LISTED

DESCRIPTION	BRAND(S) NAME BID	PER CENT DISCOUNT
<u>FILTERS</u> - Oil, air, fuel WIX, NAPA or HASTINGS only	<u>—</u>	<u>—</u>
<u>GASKETS</u> - Seals, packing	<u>Gm</u>	<u>L-30%</u>
<u>GEARS</u> - Sprockets, chains	<u>Gm</u>	<u>L-30%</u>
<u>IGNITION</u> - Electrical, distributors, rotors, coils, switches, brushes, points, regulators	<u>Gm</u>	<u>L-30%</u>
<u>IGNITION</u> - wire set, cables, ignition wire	<u>Gm</u>	<u>L-30%</u>
<u>BATTERIES</u> - Group 31 with 200 RC or more 1000 CCA or more, with 36 month warranty	<u>Gm</u>	<u>L-30%</u>
<u>GLOW PLUGS</u> -	<u>Gm</u>	<u>L-30%</u>
<u>LAMPS</u> - Headlights, bulbs	<u>Gm</u>	<u>L-30%</u>
<u>PUMPS - FUEL</u> - NEW	<u>Gm</u>	<u>L-30%</u>
<u>PUMPS - WATER</u> - NEW	<u>Gm</u>	<u>L-30%</u>
<u>PUMPS - WATER</u> - REBUILT	<u>Gm</u>	<u>L-30%</u>
<u>RUBBER PRODUCTS</u> - V-belts, hoses, clamps	<u>Gm</u>	<u>L-30%</u>
<u>SHOCK ABSORBERS</u> -	<u>Gm</u>	<u>L-30%</u>
<u>SPARK PLUGS</u> - Regular, resister	<u>Gm</u>	<u>L-30%</u>
<u>TRANSMISSION</u> - automatic overhaul kits	<u>Gm</u>	<u>L-30%</u>
<u>UNIVERSAL JOINTS</u> -	<u>Gm</u>	<u>L-30%</u>

SAMPLE PRICING SHEET

The items listed below should be priced showing current price, discount and net price after using discount offered on the proceeding pages. Brand(s) number should also be shown. This is a sample price sheet for evaluation purposes, and should indicate actual prices.

DESCRIPTION	LIST PRICE	LESS % DISCOUNT	NET AMOUNT
Brakes - 1 Set (one axle) SS-7574-X metallic brake pads with premium lining			
Brand <u> </u> No. <u> </u>	\$ <u> </u> - <u> </u> %	\$ <u> </u>	
1 Set (one axle) SS-8269-X metallic brake pads with premium lining			
Brand <u> </u> No. <u> </u>	\$ <u> </u> - <u> </u> %	\$ <u> </u>	
1 Set (one axle) SS-7950-X metallic brake pads with premium lining			
Brand <u> </u> No. <u> </u>	\$ <u> </u> - <u> </u> %	\$ <u> </u>	
Muffler and sealing clamps for a 2006 Ford 3/4 Ton 4WD 5.4 l			
Brand <u> </u> No. <u> </u>	\$ <u> </u> - <u> </u> %	\$ <u> </u>	
Clutch and Pressure Plates -			
14" Rebuilt clutch disc, 1-1/2" ten spline with H.D. organic lining part # E1023			
Brand <u> </u> No. <u> </u>	\$ <u> </u> - <u> </u> %	\$ <u> </u>	
14" Rebuilt clutch disc 1-1/2" ten spline with H.D. ceramic buttons Part # E1023CB6			
Brand <u> </u> No. <u> </u>	\$ <u> </u> - <u> </u> %	\$ <u> </u>	
Oil filter for 2007 International DT466 (wix 57744)			
Brand <u> </u> No. <u> </u>	\$ <u> </u> - <u> </u> %	\$ <u> </u>	
Batteries - Group 31 with 200 RC or more 1250 CCA or more, with 36 month warranty.			
Brand <u> </u> No. <u> </u>	\$ <u> </u> - <u> </u> %	\$ <u> </u>	
Alternator - 2001 Crown Vic. 213-3130			
Brand <u> </u> No. <u> </u>	\$ <u> </u> - <u> </u> %	\$ <u> </u>	

Oil Filters 2007 Impala NAPA 1522

Brand — No. — \$ — % —

Air Filters 2005 International DT466 (wix 46870)

Brand — No. — \$ — % —

NOTE:

Bidder is encouraged to offer discount from list prices' on other low value commonly used miscellaneous automotive supplies and repair parts. List below the catalogs and/or price sheets and numbers and the percent discount that would apply.

GM Engines & Transmissions (Dealer net T/L cost plus \$100
plus core)

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this _____ day of _____ 2014:

Company Name

County of Jefferson, State of Missouri

Signature

Kenneth B. Waller
Kenneth B. Waller County Executive

Print

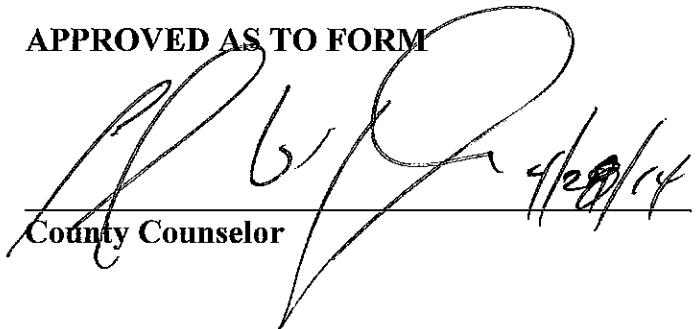
Company Address: _____

Phone: _____

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.

North St. Joe
County Auditor

APPROVED AS TO FORM



County Counselor



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 Date Issued: 3-12-14
2014

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, APRIL 8, 2014, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

JASON JONAS
 Department of Public Works
 636-797-5369
 jjonas@jeffcomo.org

**Contract
Contact:**

VICKIE PRATT
 Department of Administrative Services
 636-797-5382

**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)

**Contract Term:
UPON APPROVAL OF THE
COUNTY COUNCIL AND
COUNTY EXECUTIVE**

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:**

<u>Weir Wholesale Parts LLC</u>	<u>JANIS M. LEE</u>
Company Name	Authorized Agent (Print)
<u>PO Box 69</u>	<u>JANIS M. LEE</u>
Address	Signature
<u>Red Bud, IL 62278</u>	<u>SECRETARY/TREASURER</u>
City/State/Zip Code	Title
<u>618-282-7773</u>	<u>3-28-14</u>
Telephone #	Date
<u>parts@weirparts.com</u>	<u>07-0714356</u>
E-mail	Fax #

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Bidders Response and Contract	Page 5
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REQUIRED DOCUMENTS*

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)

Bid deposits/bonds must be in the exact amount as stipulated in the bid.

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

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

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

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).

***BIDS WILL BE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED**

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 triplicate (three copies) with 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. 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) 797-5382, 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. 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. 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. 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 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, 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. Invoicees 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: Corporation. Limited Liability Company

2.24 INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Incorporated in the State of Illinois.

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 JANIS M. LEE (Name of Business Entity Authorized Representative) as SECRETARY/TREASURER (Position/Title) first being duly sworn on my oath, affirm Weir Wholesale Parts LLC (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 Jefferson Co., mo (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 Weir Wholesale LLC (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 Jefferson County, mo (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.)

JANIS M. LEE
Authorized Representative's Signature

JANIS M. LEE
Printed Name

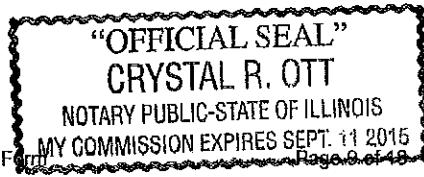
CONTROLLER, SEC/TREAS. 3-28-14
Title Date

Subscribed and sworn to before me this 28th of March 2014, I am
(DAY) (MONTH, YEAR)

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

Illinois and my commission expires on 9-11-15.
(NAME OF STATE) (DATE)

CRYSTAL R. OTT 3/28/14
Signature of Notary Date



AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Weir Wholesale Parts LLC (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.

JANIS M. LEE
Authorized Business Entity
Representative's Name
(Please Print)

JANIS M. LEE
Authorized Business Entity
Representative's Signature

WEIR WHOLESALE PARTS LLC 3-28-14
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).

SPECIFICATIONS

AUTOMOTIVE PARTS AND SUPPLIES

GENERAL REQUIREMENTS

All parts offered must be first line, premium quality.

This bid is for the purchase of small dollar amount repair parts, automotive/small truck type only, considered normal distributor stock.

The County reserves the right to bid out automotive supplies and repair parts when requirements exceed these guidelines or for special parts which are normally only dealer item.

INVOICE AND PAYMENT

Supplier shall submit monthly statement with original copy of invoice (HANDWRITTEN WILL NOT BE ACCEPTED) showing the description, quantity shipped, unit and total manufacturer's list price. The quoted discount shall be shown on the invoice and applied to derive the net cost. The department will process payments monthly against these statements.

The supplier should submit to the County, for each department by the 15th of the month, a copy of all invoices for purchase in the prior month.

SHIPMENTS/PICK-UPS

No merchandise should be released unless signed for with a readable signature by the person picking up or accepting the order.

No order should be accepted or delivered without a purchase order number. The Purchase order number should be shown on all shipping papers, invoices, etc.

Each shipment shall be accompanied by one priced invoice to serve as packing list.

DELIVERY

How many delivery vehicles do you currently maintain in service? 56.

Will you provide your normal delivery service at no charge? YES X NO _____

If yes, is there a minimum order requirement? YES _____ NO X

MINIMUM \$ N/A

If you charge for delivery service.

State amount: \$ N/A per delivery.

Minimum order required? YES NO X \$ N/A

What are your regular business hours?

	<u>OPEN</u>	<u>CLOSE</u>
Monday	<u>6</u>	<u>5</u> A.M.
Tuesday	<u>6</u>	<u>5</u>
Wednesday	<u>6</u>	<u>5</u>
Thursday	<u>6</u>	<u>5</u>
Friday	<u>6</u>	<u>5</u>
Saturday	<u>N/A</u>	<u>N/A</u>
Sunday	<u>N/A</u>	<u>N/A</u>

In emergency, can we call you after regular hours? YES X NO

If yes, name party to call:

Leave voice mail

Telephone Number 855 - 712 - 8831

GENERAL

Pricing is based on pick-up at vendor's place of business.

Contract shall be based on net price resulting from percentage discount from "JOBBER BLUE SHEET" price lists.

Bidder must supply the County with a toll free telephone number for placing orders.

Do not use chain discounts; show one discount only.

Price increase/decrease by the manufacturer will be allowed under this contract; however, the percentage

discount shall remain the same. The County shall be notified prior to any price increase or decrease.

Current "JOBBER BLUE SHEET" price lists will be required to be on file at the County.

Vendor is instructed to contact Jason Jonas, P.E., Director of Public Works (636) 797-5369, regarding any and all questions concerning this contract.

OBSOLESCENCE PROGRAM

Supplier shall provide a program to review County inventory stock every 6 months. Parts for vehicles or equipment which are no longer needed, are out of date, or obsolete shall be taken back for exchange for current stock needs.

TERM OF CONTRACT

This contract will remain in effect for 12 months from the date of acceptance.

CONTRACT RENEWAL

The County of Jefferson reserves the right to renew this contract for another 12 month period at the same discounts, terms and conditions.

TECHNICAL SPECIFICATIONS & DISCOUNT SHEET

AUTOMOTIVE PARTS - SUPPLIES

Brands bid should be of equal quality to original equipment manufacturer. Bidder shall complete spaces provided for brands bid and percentage discount from manufacturer's list price. Bidder may insert more than one brand per item, if desired.

The County has maintenance sheds at the following locations:

2960 Lee Pyle Road off Hwy 67 south of 110 in DeSoto.

5275 Hwy B in Hillsboro

6460 Hwy MM in House Springs

355 Elm in Hillsboro

BID ONE DISCOUNT FOR ITEMS LISTED

DESCRIPTION	BRAND(S) NAME BID	PER CENT DISCOUNT
AIR CONDITIONER - Compressor, dryers, clutch fans, thermostatic Freon	<u>Motorcraft</u>	<u>-27</u>
ALTERNATORS, GENERATORS, STARTERS drives	<u>Motorcraft</u>	<u>-27</u>
BEARINGS - all roller and ball	<u>Ford</u>	<u>-27</u>
Throw out bearing	<u>Ford</u>	<u>-27</u>
BRAKES Brake pads with premium lining	<u>Motorcraft</u>	<u>-27</u>
BRAKES, HYDRAULIC - Parts, cylinder kits	<u>Ford</u>	<u>-27</u>
CARBURETORS - Carburetor rebuild kits	<u>Motorcraft</u>	<u>-27</u>
CHASSIS PARTS - King pins, ball joints, suspensions, spring shackle, tie rods, components	<u>Ford</u>	<u>-27</u>
CLUTCH AND PRESSURE PLATES - Rebuilt pressure plate,	<u>Ford</u>	<u>C + 10%</u>
Rebuilt clutch disc, with H.D. organic lining	<u>Ford</u>	<u>C + 10%</u>
Rebuilt clutch disc, with H.D. ceramic buttons	<u>Ford</u>	<u>C + 10%</u>
ENGINE PARTS - Pistons, rings, bearings, valves, rods, crankshaft, oil pump	<u>Ford</u>	<u>-27</u>
EXHAUST SYSTEMS - Mufflers, pipes, hangers, Exhaust sealing clamps	<u>Ford</u>	<u>-27</u>

BID ONE DISCOUNT FOR ITEMS LISTED

DESCRIPTION	BRAND(S) NAME BID	PER CENT DISCOUNT
<u>FILTERS</u> - Oil, air, fuel WIX, NAPA or HASTINGS only	<u>Motorcraft</u>	<u>-27</u>
<u>GASKETS</u> - Seals, packing	<u>Ford</u>	<u>-27</u>
<u>GEARS</u> - Sprockets, chains	<u>Ford</u>	<u>-27</u>
<u>IGNITION</u> - Electrical, distributors, rotors, coils, switches, brushes, points, regulators	<u>Motorcraft</u>	<u>-27</u>
<u>IGNITION</u> - wire set, cables, ignition wire	<u>Motorcraft</u>	<u>-27</u>
<u>BATTERIES</u> - Group 31 with 200 RC or more 1000 CCA or more, with 36 month warranty	<u>Motorcraft</u>	<u>C+10</u>
<u>GLOW PLUGS</u> -	<u>Motorcraft</u>	<u>-27</u>
<u>LAMPS</u> - Headlights, bulbs	<u>Ford</u>	<u>-27</u>
<u>PUMPS - FUEL</u> - NEW	<u>Motorcraft</u>	<u>-27</u>
<u>PUMPS - WATER</u> - NEW	<u>Motorcraft</u>	<u>-27</u>
<u>PUMPS - WATER</u> - REBUILT	<u>N/A</u>	<u>N/A</u>
<u>RUBBER PRODUCTS</u> - V-belts, hoses, clamps	<u>Motorcraft</u>	<u>-27</u>
<u>SHOCK ABSORBERS</u> -	<u>Motorcraft</u>	<u>-27</u>
<u>SPARK PLUGS</u> - Regular, resister	<u>Motorcraft</u>	<u>-27</u>
<u>TRANSMISSION</u> - automatic overhaul kits	<u>Ford</u>	<u>-27</u>
<u>UNIVERSAL JOINTS</u> -	<u>Ford</u>	<u>-27</u>

SAMPLE PRICING SHEET

The items listed below should be priced showing current price, discount and net price after using discount offered on the proceeding pages. Brand(s) number should also be shown. This is a sample price sheet for evaluation purposes, and should indicate actual prices.

DESCRIPTION	LIST PRICE	LESS % DISCOUNT	NET AMOUNT
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Brakes - 1 Set (one axle) SS-7574-X
metallic brake pads with premium lining

Brand No. \$ - % \$

1 Set (one axle) SS-8269-X
metallic brake pads with premium lining

Brand No. \$ - % \$

1 Set (one axle) SS-7950-X
metallic brake pads with premium lining

Brand No. \$ - % \$

Muffler and sealing clamps for a 2006 Ford 3/4 Ton 4WD 5.4 l

Brand No. \$ - % \$

Clutch and Pressure Plates -

14" Rebuilt clutch disc, 1-1/2" ten spline with H.D. organic lining
part # E1023

Brand No. \$ - % \$

14" Rebuilt clutch disc 1-1/2" ten spline with H.D. ceramic buttons
Part # E1023CB6

Brand No. \$ - % \$

Oil filter for 2007 International DT466 (wix 57744)

Brand No. \$ - % \$

Batteries - Group 31 with 200 RC or more 1250 CCA or more,
with 36 month warranty.

Brand No. \$ - % \$

Alternator - 2001 Crown Vic. 213-3130

Brand No. \$ - % \$

Oil Filters 2007 Impala NAPA 1522

Brand No. \$ % \$

Air Filters 2005 International DT466 (wix 46870)

Brand No. \$ % \$

NOTE:

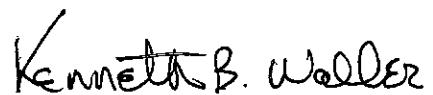
Bidder is encouraged to offer discount from list prices' on other low value commonly used miscellaneous automotive supplies and repair parts. List below the catalogs and/or price sheets and numbers and the percent discount that would apply.

Engines + Transmissions are sold @
cost + \$100. -

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this _____ day of _____ 2014:

County of Jefferson, State of Missouri

Company Name



Signature

Kenneth B. Waller
Kenneth B. Waller County Executive

Print

Company Address: _____

Phone: _____

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.



Dorothy Stafford
County Auditor

APPROVED AS TO FORM

County Counselor

