

AUTOMOTIVE PARTS - DEALER 2015	PEVELY PLAZA A/P	PEVELY PLAZA A/P	PEVELY PLAZA A/P	RUEETHER FORD INC	WEBER CHEVROLET	O'REILLY AUTOMOTIVE STORES, INC.	FACTORY MOTOR PARTS
	#20 GANNON SQ PEVELY MO 63070	#20 GANNON SQ PEVELY MO 63070	#20 GANNON SQ PEVELY MO 63070	1325 MCNUTT ST. HERCULANEUM MO 63048	12015 OLIVE BLVD ST. LOUIS MO 63141	233 S. PATTERSON SPRINGFIELD MO 65802	11109 LINDBERGH BUS CTR. ST. LOUIS MO 63123
TIME REQUIRED FOR DELIVERY FROM TIME OF ORDER	40 MINUTES	40 MINUTES	40 MINUTES	1 HOUR	4 HOURS	1 HOUR ON MOST STOCKED ITEMS, NEXT DAY ON MOST NON-STOCK ITEMS	DAILY DELIVERY
TIME REQUIRED FOR ORDER OF PARTS YOU DO NOT STOCK FROM TIME OF ORDER	VARIES	VARIES	VARIES	24 HOURS	DAILY BEFORE 3:30 PM	NEXT DAY ON MOST NON-STOCK ITEMS	3-7 DAYS
WILL YOU PROVIDE YOUR NORMAL DELIVERY SERVICE AT NO CHARGE?	YES	YES	YES	YES		YES	YES
IF YES, IS THERE A MINIMUM ORDER REQUIREMENT?	NO	NO	NO	NO	NO	NO	NO
CHARGE FOR DELIVERY SERVICE (PER DELIVERY)	N/A	N/A	N/A	\$0.00	N/A	N/A	NO
MINIMUM ORDER REQUIRED?	NO	NO	NO	NO	NO	NO	NO
HOW MANY MILES FROM COUNTY LOCATION TO YOUR PARTS COUNTER	12 MILES	12 MILES	12 MILES	13 MILES	45 MILES	7-12 MILES	30 MILES
TIME REQUIRED FOR ORDER OF PARTS YOU DO NOT STOCK FROM TIME OF ORDER	VARIES DEPENDING ON THEIR LOCATION	VARIES DEPENDING ON THEIR LOCATION	VARIES DEPENDING ON THEIR LOCATION	24 HOURS	1 TO 5 DAYS	NEXT DAY ON MOST NON-STOCK ITEMS	3-7 DAYS
VALUE OF PARTS STOCKED	\$400,000.00	\$400,000.00	\$400,000.00	\$275,000.00	\$2,300,000.00	\$400,000.00 IN DCS	\$3,000,000.00
BUSINESS HOURS	7AM TO 7PM	7AM TO 7PM	7AM TO 7PM	M-F 7:30AM-6PM	7AM-6PM	7:30AM-10PM MONDAY- SATURDAY 8AM- 9PM SUNDAY	M-F 7:30-5:30 S 8-3
IN EMERGENCY, CAN WE CALL AFTER REGULAR BUSINESS HOURS?				YES	YES	YES	YES
MANUFACTURER	FORD/MOTORCRAFT	MOPAR-OE	AC-DELCO A-42	FORD/MOTORCRAFT	GM	SEE ATTACHED LINE CARD	AC DELCO MOTORCRAFT
PARTS CATEGORY	FILTERS	FILTERS	FILTERS	ENGINES	ENGINES	ENGINES	FILTERS
PRICING SHEET BID	N/A	N/A	N/A	\$100 OVER COST	DEALER NET TRUCKLOAD COST	LIST PRICE	ACD MTC
PER CENT DISCOUNT	30%	10%	35%	\$100 OVER COST	\$75.00	41%	35%

MANUFACTUER	FORD/MOTORCRAFT	MOPAR-OE	AC-DELCO A-42	FORD/MOTORCRAFT	GM	SEE ATTACHED LINE CARD	AC DELCO MOTORCRAFT
PARTS CATEGORY	REMANUFACTURED	PARTS	PARTS	TRANSMISSIONS	TRANSMISSIONS	TRANSMISSIONS	PARTS
PRICING SHEET BID	N/A	N/A	N/A	\$100 OVER COST	DEALER NET TRUCKLOAD COST	LIST PRICE	ACD MTC
PER CENT DISCOUNT	30%	10%	30%	\$100 OVER COST	\$75.00	\$41.00	35%
MANUFACTUER	FORD/MOTORCRAFT	MOPAR-OE	AC-DELCO A-42	FORD/MOTORCRAFT	GM	SEE ATTACHED LINE CARD	AC DELCO MOTORCRAFT
PARTS CATEGORY	ELECTRONICS	REMANUFACTURED	REMANUFACTURED	FILTERS	FILTERS	FILTERS	REMANUFACTURED
PRICING SHEET BID	N/A	N/A	N/A	N/A	LIST	LIST PRICE	ADC MTC
PER CENT DISCOUNT	30%	10%	30%	-25%	-32%	41%	35%
MANUFACTUER	FORD/MOTORCRAFT	MOPAR-OE	AC-DELCO A-42	FORD/MOTORCRAFT	GM	SEE ATTACHED LINE CARD	AC DELCO MOTORCRAFT
PARTS CATEGORY	ACCESSORIES	ELECTRONICS	ELECTRONICS	PARTS	PARTS	PARTS	ELECTRONICS
PRICING SHEET BID	N/A	N/A	N/A	N/A	LIST	LIST PRICE	ACD MTC
PER CENT DISCOUNT	25%	10%	33%	-25%	-32%	41%	35%
MANUFACTUER	FORD/MOTORCRAFT	MOPAR-OE	AC-DELCO A-42	FORD/MOTORCRAFT	GM	SEE ATTACHED LINE CARD	
PARTS CATEGORY	MTP W/P	ACCESSORIES	ACCESSORIES	REMANUFACTURED	REMANUFACTURED	REMANUFACTURED	
PRICING SHEET BID	N/A	N/A	N/A	N/A	LIST	LIST PRICE	
PER CENT DISCOUNT	25%	10%	25%	-25%	-32%	41%	
MANUFACTUER	FORD/MOTORCRAFT		AC-DELCO A-42	FORD/MOTORCRAFT	GM	SEE ATTACHED LINE CARD	
PARTS CATEGORY	MTS PLUGS		A41 SPARK PLUGS	ELECTRONICS	ELECTRONICS	ELECTRONICS	
PRICING SHEET BID	N/A		N/A	N/A	LIST	LIST PRICE	
PER CENT DISCOUNT	30%		33%	-25%	-32%	41%	
MANUFACTUER	FORD/MOTORCRAFT		AC-DELCO A-42	FORD/MOTORCRAFT	GM	SEE ATTACHED LINE CARD	
PARTS CATEGORY	MTV BELTS/HOSES		A43 FUEL PUMPS	ACCESSORIES	ACCESSORIES	ACCESSORIES	
PRICING SHEET BID	N/A		N/A	N/A	COST	LIST PRICE	
PER CENT DISCOUNT	30%		30%	-25%	10%	41%	
MANUFACTUER	FORD/MOTORCRAFT		AC-DELCO A-42				
PARTS CATEGORY	MTW WIRES		D35 BELTS/HOSES				
PRICING SHEET BID	N/A		N/A				
PER CENT DISCOUNT	30%		30%				
MANUFACTUER	FORD/MOTORCRAFT		AC-DELCO A-42				
PARTS CATEGORY	MTA A/O		D14/D17 BRAKES				
PRICING SHEET BID	N/A		N/A				
PER CENT DISCOUNT	30%		45%				

## BID TABULATION - AUTOMOTIVE PARTS - DEALER 2015

MANUFACTURER	FORD/MOTORCRAFT		AC-DELCO A-42					
PARTS CATEGORY	MTD FWD		D16 WIRE & CABLE					
PRICING SHEET BID	N/A		N/A					
PER CENT DISCOUNT	30%		35%					
MANUFACTURER	FORD/MOTORCRAFT		AC-DELCO A-42					
PARTS CATEGORY	MTE ABS SENSORS		D36 POWER STEERING					
PRICING SHEET BID	N/A		N/A					
PER CENT DISCOUNT	30%		35%					
MANUFACTURER	FORD/MOTORCRAFT		AC-DELCO A-42					
PARTS CATEGORY	MFP FUEL PUMPS		D11 WINDOW REG					
PRICING SHEET BID	N/A		N/A					
PER CENT DISCOUNT	30%		30%					
MANUFACTURER	FORD/MOTORCRAFT		AC-DELCO A-42					
PARTS CATEGORY	MKB BRAKES		D25 WATER PUMP-OE					
PRICING SHEET BID	N/A		N/A					
PER CENT DISCOUNT	30%		30%					
MANUFACTURER			AC-DELCO A-42					
PARTS CATEGORY			D26 WATER PUMP					
PRICING SHEET BID			N/A					
PER CENT DISCOUNT			30%					
MANUFACTURER			AC-DELCO A-42					
PARTS CATEGORY			W1X FILTERS					
PRICING SHEET BID			N/A					
PER CENT DISCOUNT			55%					
NOTARIZED WORK AFFIDAVIT COMPLETED	NO	NO	NO	YES	YES	YES	YES	
COPY OF INSURANCE PROVIDED	NO	NO	NO	NO	YES	YES	YES	
TAX RECEIPTS OR NOTARIZED LETTER STATING NO REAL OR PERSONAL PROPERTY OWNED IN JEFFERSON COUNTY	NO	NO	NO	NO	YES	YES	YES	
COOPERATIVE BID FORM (Y/N)	Y	Y	Y	Y	Y	Y	Y	
COOPERATIVE CONTACT INFO:	YES	YES	YES	YES	YES	YES	YES	
COMPANY INFORMATION AND SIGNATURE	YES	YES	YES	YES	YES	NO	YES	
BID DEPOSIT REQUIRED	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
COMMENTS:						SEE ATTACHED		



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

**Invitation for Bid: AUTOMOTIVE PARTS DEALER 2015**

**Date Issued: 5-18-15**

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, JUNE 16, 2015, AT 2:00 P.M. LOCAL TIME.

<b>Specification</b>	<b>DAVID MIKUSCH</b>
<b>Contact:</b>	Department of Fleet Services 636-797-6017 dmikusch@jeffcomo.org
<b>Contract</b>	<b>VICKIE PRATT</b>
<b>Contact:</b>	Department of Administrative Services 636-797-5380

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

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

**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. Discounts will remain firm, prius are subject to change without notice.~~

O'REILLY AUTOMOTIVE STORES, INC. Vanessa Creek  
dba O'REILLY AUTO PARTS Vanessa Creek  
Company Name Authorized Agent (Print)  
233 S. Patterson Vanessa Creek  
Address Signature  
Springfield MO 65801 Bid Analyst II  
City/State/Zip Code Title  
417-829-5879 4/8/15 44-0618012  
Telephone # Date Tax ID #  
probids@oreillyauto.com 800-925-0899  
E-mail Fax #

**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](http://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](http://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. Discounts will remain firm for the contract period. Prices are subject to change with industry fluctuations. Due to the number of manufacturers O'Reilly represents, notice of price change is not available.~~

#### **2.5 MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT: *available***

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.

**2.15 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.

Telephone Number will be provided upon award of contract  
**GENERAL**

Pricing is based on pickup at parts counter plus delivery, if required, to the County's place of business.

List Price.

Contract shall be based on net price resulting from percentage discount from specified ~~Manufacturers Price 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 "Manufacturers Price Sheet" price lists will be required to be provided the County when requested.~~

Vendor is instructed to contact DAVID MIKUSCH, MANAGER of FLEET SERVICES at 636-797-6017 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 that 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 one additional 12-month periods at the same discounts, terms and conditions.

### **QUALITY**

Parts bid shall be of equal quality, compatible, and interchangeable to original equipment manufacturers and must not void any manufactures warranty.

### **LOCATIONS**

The County has maintenance sheds at the following locations:

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

5275 Hwy B near Hillsboro

6460 Hwy MM in House Springs

## Pricing/Catalog

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

- 1) Please navigate your browser to [www.firstcallonline.com](http://www.firstcallonline.com)
- 2) In the upper portion of the screen, select "Parts Lookup".
- 3) The username and password for this proposal will be: un - jeffersonco / pw - jefferson
- 4) From this point you can look up parts by application, interchange, etc.
- 5) For any technical assistance please call: 1-800-934-2451.

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

The screenshot shows the FirstCall Online Parts Lookup interface. On the left, a sidebar displays vehicle information for a 2008 Ford F-150 and various filters. The main content area shows a list of brake rotor parts. A red box highlights the 'List Price' and 'Your Cost' for a specific part, which are \$149.14 and \$87.99 respectively. The interface includes sections for 'PARTS AVAILABLE AT STORE' and 'PARTS AVAILABLE AT WAREHOUSE'. Buttons for 'Add' and 'Feedback' are visible. A message at the bottom right says 'CLICK HERE AFTER YOU ADD YOUR PART TO PROCEED ONTO YOUR QUOTE'.

## Length of Discount Guarantee

The initial term of the contract will be for 12 months with options to renew for continuing 12 month periods. Discounts shall be firm for a 12 month period.

### **Transportation Terms**

Transportation terms shall be FOB Destination, shipped by O'Reilly company vehicle. In cases of factory order items, standard shipping rates will apply.

### **Payment Terms and Invoices**

Standard terms are 2% 10<sup>th</sup>, net 20.

### **Distribution**

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

### **Products**

All products O'Reilly carries will be included in this contract. A complete line card has been included for your reference.

### **Core Charges**

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

### **Delivery Time**

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

### **Return Policy**

O'Reilly will return any item that was purchased through the contract for full credit that has been purchased in the last thirty days, and in new and resalable condition. All returns will be picked up within seven days of notification, by writing, fax, or email.

### **Services**

Additional value added services O'Reilly provides includes the following:

- Used Battery and Oil Recycling
- Battery Testing
- Custom Hydraulic Hose
- Electrical & Module Testing
- Drum, Rotor, and Flywheel Resurfacing
- Machine Shop Services