BILL NO.: 20-0510 ORDINANCE NO.: 20- 0255

INTRODUCED BY: COUNCIL MEMBER (s) Hendrickson

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

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

BID NAME

Automotive Parts and Supplies 2020

NUMBER OF BIDS RECEIVED

4

DATE OF BID OPENING

4-7-2020

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

FILED

MAY 15 2020

KEN WALLER
COUNTY CLERK, JEFFERSON COUNTY, MO

Jefferson County, Missouri
Contract# 20-0027

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

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

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

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

BID NAME

Automotive Parts and Supplies 2020

TERM

Date of approval to 5-10-21

Upon approval by the County Council and County Executive

AMOUNT

Up to $75,000.00 per term,

for total amount not to exceed $75,000.00 for the term,

subject to budgetary limitations

AWARDED BIDDERS

Auto Tire and Parts (A1)

Reuther Ford Inc. (A2)

Pevely Plaza Auto Parts (A3)

O'Reilly Auto Parts (A4)

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

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

Section 4. This Ordinance shall be in full force and effect from and after its date of approval. If any part of this Ordinance is invalid for any reason, such invalidity shall not affect the remainder of this Ordinance.

THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:

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

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

✓ **PASSED** ____ **FAILED**

Phil Hendrickson

Phil Hendrickson, County Council Chair

Pat Schlette

Pat Schlette, Council Executive Assistant

THIS BILL WAS X APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 14th DAY OF May, 2020.

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

Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:

Ken Waller, County Clerk

BY: _____

Reading Date: 05-11-2020

ORDINANCE
No. 20-0255

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

BID #: 20-0027

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

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

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

EXHIBIT A1
PENGAD 800-631-6989

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

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

SAMPLE ENVELOPE

VENDOR NAME
VENDOR ADDRESS
CONTACT NUMBER

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

SEALED BID: *(BID NAME)*

Contract Term:
ONE YEAR CONTRACT WITH A ONE YEAR RENEWAL OPTION 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:

Auto Tire and Parts	Michael Himmelberg
Company Name	**Authorized Agent (Print)**
212 S. Kingshighway	
Address	**Signature**
Cape Girardeau, MO 63701	Vice President
City/State/Zip Code	**Title**
573-334-9131	3/20/20 43-0865285
Telephone #	**Date** **Tax ID #**
mhimmelberg@atpnapa.com	573-334-9946
E-mail	**Fax #**

Bidder's Initials MH

TABLE OF CONTENTS:

REQUIRED DOCUMENTS

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

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

Or

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

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

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

5. **Cooperative Bid Form (last page)**

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

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

***BIDS MAYBE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY**

1.0 BID REQUIREMENTS

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

1.1 BID SUBMISSION:

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

1.2 BASIS OF BID AWARD:

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

1.3 BID AWARD:

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

1.4 BID PREPARATION:

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

1.5 MODIFICATION OR WITHDRAWAL OF BIDS:

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

1.6 LATE BIDS:

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

1.7 BID DEPOSITS/BONDS:

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

1.8 MATERIAL AVAILABILITY:

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

1.9 ALTERNATE BIDS:

Alternate Bids for items will be accepted except when stated **"NO SUBSTITUTIONS"**. Bidders must submit complete specifications on all alternate bids with the bid form. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. The County may accept or reject alternate bids; whatever is most advantageous to the County.

1.10 INCORPORATION OF DOCUMENTS:

The terms of the Bid Invitation, Bid Specifications, Bid Form are and shall be incorporated into the contract as if fully setout therein. The Bid, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

1.11 ADDENDA:

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

1.12 INSURANCE:

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

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

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

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

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

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

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

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

1.13 BID SUBMISSIONS

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

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 Missouri.

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

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

AFFIDAVIT OF WORK AUTHORIZATION

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

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

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

Authorized Representative's Signature

Michael Himmelberg
Printed Name

Vice President
Title

3/20/20
Date

Subscribed and sworn to before me this 20th (DAY) of March, 2020 (MONTH, YEAR) I am commissioned as a notary public within the County of Cape Girardeau (NAME OF COUNTY), State of Missouri (NAME OF STATE) and my commission expires on 4-17-22 (DATE).

Signature of Notary

3/20/20
Date

LISA STATLER
Notary Public - Notary Seal
STATE OF MISSOURI
Cape Girardeau County
Commission # 14871615
My Commission Expires: 04/17/2022

AFFIDAVIT OF WORK AUTHORIZATION
(Continued)

CURRENT BUSINESS ENTITY STATUS

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

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

Authorized Business Entity Representative's Signature

Auto Tire and Parts
Business Entity Name

3-20-20
Date

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

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

AND

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

Automotive Parts and Supplies
Bid Specifications
2/20/2020

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

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

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

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

Auto Tire and Parts
Company Name

County of Jefferson, State of Missouri

Signature

Dennis J. Gannon County Executive

Michael Himmelberg
Print

Company Address:

212 S. Kingshighway
Cape Girardeau MO 63701

Phone: 573-334-9131

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

County Auditor

APPROVED AS TO FORM

County Counselor

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

Auto Tire and Parts
Company Name

Signature
Michael Himmelberg
Print

Company Address:
212 S. Kingshighway
Cape Girardeau MO 63701

Phone: 573-334-9131

County of Jefferson, State of Missouri

Dennis J. Gannon
Dennis J. Gannon 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.

Kristy L Appell
County Auditor

APPROVED AS TO FORM

County Counselor

COOPERATIVE BID FORM

Bid Name: Automotive Parts and Supplies 2020

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

COOPERATIVE PROCUREMENT CONTRACT

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

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

Yes X **No**_____

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

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

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

MINIMUM DOLLAR VALUE PER ORDER: **$** N/A

BY: _____

TITLE: _____

COMPANY: _____

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone_____ **E-mail**_____

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

JEFFERSON CO BID

DESCRIPTION		% DISCOUNT OFF OF LIST PRICE
ELECTRICAL COMPONENTS		
	ALTERNATORS	56
	STARTERS	45
	LIGHTS	60
	WIRING	60
	SENSORS	60
	SWITCHES	60
	LIGHT BULBS	52
	COILS	52
	IGNITION COMPONENTS	60
COOLING SYSTEM		
	WATER PUMPS	39
	RADIATORS	40
	HOSES	62.5
BRAKE COMPONENTS		
	PADS	61.32
	ROTORS	52.6
	DRUMS	37
	CALIPERS	40
SUSPENSION STEERING PARTS		40
EXHAUST COMPONENTS		50
ENGINE COMPONENTS		60
AIR CONDITIONING		40
BATTERIES		40
	HD BATTERIES	59
	AUTOMOTIVE BATTERIES	40
AUTO & LIGHT TRUCK OIL FILTERS		MINIMUM 75%
AUTO & LIGHT TRUCK AIR FILTERS		75.1
AUTO & LIGHT TRUCK FUEL FILTERS		74.4
HEAVY TRUCK & EQUIPMENT OIL FILTERS		78.6
HEAVY TRUCK & EQUIPMENT AIR FILTERS		79.01
HEAVY TRUCK & EQUIPMENT FUEL FILTERS		79.12
EQUIPMENT AND TOOLS		33
% DISCOUNT ON ALL OTHER PARTS		33

AUTOTIR-01

MMONAHAN

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/20/2020

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

PRODUCER
Arnold Insurance Company
875 N Kingshighway St
Cape Girardeau, MO 63701

CONTACT NAME:
PHONE (A/C, No, Ext): (573) 651-0509 FAX (A/C, No): (573) 651-4456
E-MAIL ADDRESS: info@arnoldic.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Western Ins Co	
INSURER B : Employers Mutual Casualty Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Auto Tire & Parts Company Inc
Cape Warehouse Inc.
PO BOX 560
Cape Girardeau, MO 63702

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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:			CPA3222597	7/1/2019	7/1/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			CPA3222597	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CPA3222597	7/1/2019	7/1/2020	EACH OCCURRENCE	$ 6,000,000
							AGGREGATE	$ 6,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		EIG2815490	7/1/2019	7/1/2020	X PER STATUTE X OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

County of Jefferson
State of Missouri
PO Box 100
729 Maple St
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

TAXATION DIVISION
PO BOX 3666
JEFFERSON CITY, MO 65105-3666

Missouri
DEPARTMENT OF REVENUE

Telephone: 573-751-9268
Fax: 573-522-1265
E-mail: taxclearance@dor.mo.gov

AUTO TIRE & PARTS CO INC
PO BOX 560
CAPE GIRARDEAU, MO 63702-0560

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

CERTIFICATE OF NO TAX DUE

MISSOURI ID: 10119418
Notice Number 2012311981

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

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

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

TAXATION DIVISION

JEFFERSON COUNTY TAX RECEIPT
2019 PERSONAL PROPERTY

ACCOUNT #: 379933

RECEIPT#: 2019110313

TOTAL VALUATION [illegible]

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

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

PROPERTY DESCRIPTION

[illegible]	[illegible]	2003 FORD TRUCK RANGER V6 REGULAR CAB	[illegible]
[illegible]	[illegible]	2010 DODGE TRUCK GRAND CARAVAN GRAND CARAVAN [illegible]	[illegible]
[illegible]	[illegible]	[illegible] APRIL	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
		Total Value	[illegible]

TAX DISTRICT	TAX
CITY OF DESOTO	56.48
COUNTY TAX	0.28
DESOTO SCHOOL	275.68
HEALTH UNIT TAX	6.74
JC DEV DISABILITIES	5.71
JEFFERSON COLLEGE	20.71
MENTAL HEALTH TAX	5.71
PARK TAX	[illegible]
ROAD & BRIDGE TAX	[illegible]
STATE TAX	[illegible]
[illegible]	[illegible]
TOTAL TAXES	408.84
TOTAL PAID	408.84

PAID

Validated By:
BETH MAHN, Jefferson County Collector
Kristy Apprill, Jefferson County Auditor

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

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

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

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

PERSONAL PROPERTY

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

JEFFERSON COUNTY TAX RECEIPT
2019 PERSONAL PROPERTY

ACCOUNT #: 519051

RECEIPT#: 2019110762

TOTAL VALUATION: [illegible]

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

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

TAX DISTRICT	TAX
COUNTY TAX	[illegible]
HEALTH UNIT TAX	5.57
HIGH RIDGE FIRE	48.93
JC DEV DISABILITIES	4.72
JEFFERSON COLLEGE	17.12
LIBRARY [illegible]	14.47
MENTAL HEALTH TAX	4.72
[illegible] JEFFERSON AUB	[illegible]
[illegible] SCHOOL	[illegible]
[illegible] TAX	[illegible]
[illegible] RIDGE TAX	[illegible]
[illegible] TAX	[illegible]
TOTAL TAXES	361.16
TOTAL PAID	361.16

PROPERTY DESCRIPTION

[illegible]	[illegible]	2001 FORD TRUCK RANGER XLT REGULAR CAB [illegible]	[illegible]
[illegible]	[illegible]	2001 FORD TRUCK F450 SUPER DUTY [illegible] CAB [illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
		Total Value	[illegible]

PAID

Validated By:

BETH MAHN, Jefferson County Collector

Kristy Appill, Jefferson County Auditor

DATE: 12/31/2019 STATEMENT TOTAL: 361.16 TOTAL PAID: 361.16 RECEIPT# 2019110762

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

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

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

PERSONAL PROPERTY

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

[illegible] COUNTY, MISSOURI

PAID

-------- 2019 REAL ESTATE --------

TW ARA SECT Q BLK PARCEL EXT

03-6 0-13 0-2-004-002

HIGH RIDGE SHOPPING CENTER
LOT 1

ACRES TWN 43 RNG 4

DOCUMENT #

ATP REAL ESTATE LLC
PO BOX 560
CAPE GIRARDEAU, MO 63702-0560

VALUE	
0	RESI
0	AGRI
97,500	COMM
97,500	TOTL

TAX RT 7 308600

BOOK	038
PAGE	011

2019 REAL ESTATE

TAX DISTRICT	TAX
COUNTY TAX	4 39
HEALTH UNIT TAX	104 62
HIGH RIDGE FIRE	919 23
JC DEV DISABILITIES	88 73
JEFFERSON COLLEGE	321 56
LIBRARY / R1	271 83
MENTAL HEALTH TAX	88 73
MERCHANT SUR TAX	234 00
NORTH JEFFERSON AMB	317 95
NORTHWEST SCHOOL	4,377 46
PARK TAX	26 52
ROAD & BRIDGE TAX	234 39
SHERIFF DEPARTMENT	341 25
STATE TAX	29 25
TOTAL TAXES	7,359.91
TOTAL PAID	7,359.91

** DATE PAID 12/31/2019 **

E-Verify

Company ID Number: 1388001

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

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

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

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

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

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

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

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

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

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

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

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

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

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

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

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

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

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

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

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

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

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

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

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(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 mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

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

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

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

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

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

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

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

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

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

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

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

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

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

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

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

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

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

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

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

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

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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

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

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

C. RESPONSIBILITIES OF SSA

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

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

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

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

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

D. RESPONSIBILITIES OF DHS

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

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

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

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

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

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

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

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

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

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

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

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

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

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

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

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

B. REFERRAL TO DHS

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

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

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

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

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

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

a. Scanning and uploading the document, or

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

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

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

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

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

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

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

B. TERMINATION

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

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

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

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

ARTICLE VI
PARTIES

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

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

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

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

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

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

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

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

E-Verify

Company ID Number: 1388001

Approved by:

Employer Auto Tire and Parts Co.,Inc.	
Name (Please Type or Print) Gregory Stroup	Title
Signature Electronically Signed	Date 03/06/2019
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature Electronically Signed	Date

E-Verify

Company ID Number: 1388001

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Auto Tire and Parts Co. Inc
Company Facility Address	212 S Kingshighway Cape Girardeau, MO 63703
Company Alternate Address	PO Box 560 Cape Girardeau, MO 63702
County or Parish	CAPE GIRARDEAU
Employer Identification Number	430865285
North American Industry Classification Systems Code	441
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	2

Company ID Number: 1388001

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

MISSOURI	2 site(s)

Company ID Number: 1388001

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

Name	Christina S Cheek
Phone Number	(573) 334 - 9131 ext. 271
Fax Number	(573) 334 - 9946
Email Address	ccheek@atpnapa.com

Name	Susan Eudy
Phone Number	(573) 334 - 9131 ext. 201
Fax Number	(573) 334 - 9946
Email Address	seudy@atpnapa.com

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

BID #: 20-0027

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

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

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

EXHIBIT
A2
PENGAD 800-631-6989

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

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

SAMPLE ENVELOPE

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

Contract Term:
ONE YEAR CONTRACT WITH A ONE YEAR RENEWAL OPTION 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:

Reuther Ford Inc.	Jeff Geist
Company Name	**Authorized Agent (Print)**
1325 Meramec St.	Jeff Geist
Address	**Signature**
Herculaneum, MO 63048	Parts Manager
City/State/Zip Code	**Title**
636-464-9000	3-3-2020 #149967 23
Telephone #	**Date** **Tax ID #**
Jeff@Reuther.com	636-464-1593
E-mail	**Fax #**

TABLE OF CONTENTS:

REQUIRED DOCUMENTS

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

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

Or

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

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

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

5. **Cooperative Bid Form (last page)**

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

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

***BIDS MAYBE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY**

1.0 BID REQUIREMENTS

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

1.1 BID SUBMISSION:

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

1.2 BASIS OF BID AWARD:

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

1.3 BID AWARD:

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

1.4 BID PREPARATION:

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

1.5 MODIFICATION OR WITHDRAWAL OF BIDS:

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

1.6 LATE BIDS:

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

1.7 BID DEPOSITS/BONDS:

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

1.8 MATERIAL AVAILABILITY:

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

1.9 ALTERNATE BIDS:

Alternate Bids for items will be accepted except when stated **"NO SUBSTITUTIONS".** Bidders must submit complete specifications on all alternate bids with the bid form. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. The County may accept or reject alternate bids; whatever is most advantageous to the County.

1.10 INCORPORATION OF DOCUMENTS:

The terms of the Bid Invitation, Bid Specifications, Bid Form are and shall be incorporated into the contract as if fully setout therein. The Bid, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

1.11 ADDENDA:

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

1.12 INSURANCE:

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

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

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

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

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

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

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

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

1.13 BID SUBMISSIONS

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

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 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 Jeff Geist (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 Automotive Parts & Supplies Bid (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that 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 Parts & Supplies Bid (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

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

Jeff Geist
Authorized Representative's Signature

Jeff Geist
Printed Name

Parts Manager
Title

3-3-2020
Date

Subscribed and sworn to before me this 3 (DAY) of March, 2020 (MONTH, YEAR). I am commissioned as a notary public within the County of Jefferson (NAME OF COUNTY), State of Missouri (NAME OF STATE) and my commission expires on 03-23-2022 (DATE).

Jane C. Smith
Signature of Notary

March 3, 2020
Date

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

JANE C. SMITH
My Commission Expires
March 23, 2022
Jefferson County
Commission #14519629

AFFIDAVIT OF WORK AUTHORIZATION
(Continued)

CURRENT BUSINESS ENTITY STATUS

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

Jeff Geist	Jeff Geist
Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
Reuther Ford Inc.	3-3-2020
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 subcontrator's name, then no additional pages of the MOU must be submitted).

Automotive Parts and Supplies
Bid Specifications
2/20/2020

This bid is for the purchase of automotive/small truck repair parts and accessories.
All parts are required to be delivered to the Jefferson County Fleet Services garage or the Jefferson County Highway Fleet garage located at 5275 Highway B, Hillsboro, Missouri 63050.
Parts for vehicles that are no longer needed, out of date, or obsolete shall be returned for exchange or credit to meet current stock needs.
All parts offered must be first line, premium quality parts.
Supplier must provide a listing/catalog of all parts to Jefferson County with the list price for each item specified or access to supplier's website.
All List Price increases/decreases must be communicated via writing to Jefferson County.
Questions pertaining to this bid may be directed to David Mikusch, Fleet Manager, at 636-797-6017.
Offered discounts on selected items may be increased for special programs and special pricing. Those special offerings should be communicated with Jefferson County.
Minimum dollar amount of order, if any $No Minimum
Length of time between order and delivery for stock items No minimum
If you cannot hold your discount for one full year, you will guarantee these discounts to remain in effect until Next Bid (Date your bid discounts expire)
In an emergency, can the County call your company after regular business hours? (Yes) No
If so, name of party to call Jeff Geist Telephone number 314-578-0890
Supplier Comments:

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

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

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this _____ day of _____2020:

Reuther Ford Inc.
Company Name

Jeff Geist
Signature

Jeff Geist
Print

Company Address: 1325 Meramec

Herculaneum MO

63048

Phone: 636-464-9000

County of Jefferson, State of Missouri

Dennis J Gannon
Dennis J. Gannon 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.

Kristy L Appell
County Auditor

APPROVED AS TO FORM

County Counselor

COOPERATIVE BID FORM

Bid Name: Reuther Ford

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

COOPERATIVE PROCUREMENT CONTRACT

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

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

Yes X **No**_____

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

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

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

MINIMUM DOLLAR VALUE PER ORDER: $ No Minimum

BY: Jeff Geist

TITLE: Parts Manager

COMPANY: Reuther Ford Inc.

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 636-464-9000 **E-mail** Jeff@Reuther.Com

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

ACORD®

CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY): 3/6/2020

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

PRODUCER
Lakenan
890 Rozier Street
Sainte Genevieve MO 63670

CONTACT NAME:
PHONE (A/C, No, Ext): 573-883-7446 FAX (A/C, No): 573-883-3981
E-MAIL ADDRESS: info@lakenan.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Owners Insurance Company	32700
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

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

COVERAGES

PROD / CUSTOMER ID: RUETFOR-01 CERTIFICATE #: 827180569 REVISION #:

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GARAGE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS USED IN GARAGE BUSINESS			75661994	3/1/2020	3/1/2021	AUTO ONLY (Ea accident)	$ 500,000
							OTHER THAN AUTO ONLY: EA ACCIDENT	$ 500,000
							OTHER THAN AUTO ONLY: AGGREGATE	$ 1,000,000
A	GARAGE KEEPERS LIABILITY [ ] LEGAL LIABILITY [ ] DIRECT BASIS [ ] PRIMARY [ ] EXCESS			5166199400	3/1/2020	3/1/2021	[X] COMP / OTC SPECIFIED PERILS LOC 1	$
							[ ] COMP / OTC SPECIFIED PERILS LOC	$
							[X] COLLISION LOC 1	$
							LOC	$
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			75661994	3/1/2020	3/1/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 1,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			5166199402	3/1/2020	3/1/2021	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under REMARKS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

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

AFFIDAVIT

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

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

REUTHER FORD, INC.
Name of Business

By: _____
Signature

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

Section 114.083.2 RSMo, "The possession of a retail sales license and **a statement from the Department of Revenue that the licensee owes no tax due under sections 144.010 to 144.510 or sections 143.919 to 143.261, RSMo** shall be prerequisite to the issuance of renewal of any City or County occupation license, which is required for conducting any business where good are sold or retail." This is effective January 01, 2009

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

REUTHER FORD, INC.
Name of Business

By: _____
Signature

Subscribed and sworn to before me this 9 day of April, 20 19.

_____
Notary Public

My Commission Expires:
3-23-2022

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI
JANE C. SMITH
My Commission Expires
March 23, 2022
Jefferson County
Commission #14519629

B18-0065

CITY OF HERCULANEUM, MISSOURI

BUSINESS LICENSE

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

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

REUTHER FORD INC.
1325 MCNUTT
HERCULANEUM, MISSOURI 63048

For: **November 1, 2018 through October 31, 2019**

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

William S. Hagaman

Mayor, City of Herculaneum, Missouri

Stephanie Noce

City Clerk

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

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

Issued to: DOUGLAS M. REUTHER

Doing business as: REUTHER FORD INC.

JEFFERSON COUNTY, MISSOURI

PAID

2017 PERSONAL PROPERTY

ACCT # 098465
VALUE 17,050
TAX RT 5.481100

REUTHER FORD INC
1325 MCNUTT ST
HERCULANEUM, MO 63048-1519

TAX DISTRICT	TAX
CITY OF HERCULANEUM	123.87
COUNTY TAX	1.31
FESTUS SCHOOL	638.57
FESTUS SPECIAL	30.69
HEALTH UNIT TAX	18.40
JC DEV DISABILITIES	15.60
JEFFERSON COLLEGE	56.54
JOACHIM-PLATTIN AMB	24.18
MENTAL HEALTH TAX	15.60
PARK TAX	4.65
STATE TAX	5.12
TOTAL TAXES	934.53
TOTAL PAID	934.53

** DATE PAID 12/28/2017 **

998024 Z - Business Value 1 17,050 Total Value: 17,050

Z - Business Value 1 17,050 Total Value: 17,050

BETH MAHN
COUNTY COLLECTOR
HILLSBORO, MO 63050

Phone: 636-797-5406

JEFFERSON COUNTY, MISSOURI **PAID**

2018 PERSONAL PROPERTY

ACCT # 098465
VALUE 16,090
TAX RT 5.482400

REUTHER FORD INC
1325 MCNUTT ST
HERCULANEUM, MO 63048-1519

TAX DISTRICT	TAX
CITY OF HERCULANEUM	116.89
FESTUS SCHOOL	602.78
FESTUS SPECIAL	28.96
HEALTH UNIT TAX	17.36
JC DEV DISABILITIES	14.72
JEFFERSON COLLEGE	53.35
JOACHIM-PLATTIN AMB	24.12
MENTAL HEALTH TAX	14.72
PARK TAX	4.39
STATE TAX	4.83
TOTAL TAXES	882.12
TOTAL PAID	882.12

** DATE PAID 12/31/2018 **

Z - Business Value	1	16,090
Total Value:		16,090

BETH MAHN
COUNTY COLLECTOR
HILLSBORO, MO 63050

Phone: 636-797-5406

JEFFERSON COUNTY, MISSOURI

PAID

------- 2019 REAL ESTATE -------

TW ARA SECT Q BLK PARCEL EXT

10-9.0-30.0-3-001-001.10

PT W1/2 SW1/4

ACRES TWN 41 RNG 6

DOCUMENT #

VALUE	
0	RESI
0	AGRI
743,500	COMM
743,500	TOTL

TAX RT 6.072500

BOOK

PAGE

REUTHER LAND DEVELOPMENT LLC
1325 MCNUTT ST
HERCULANEUM, MO 63048-1519

2019 REAL ESTATE

TAX DISTRICT	TAX
CITY OF HERCULANEUM	5,336.84
COUNTY TAX	33.46
FESTUS SCHOOL	32,302.10
FESTUS SPECIAL	1,327.15
HEALTH UNIT TAX	797.78
JC DEV DISABILITIES	676.59
JEFFERSON COLLEGE	2,452.06
JOACHIM-PLATTIN AMB	1,121.20
MENTAL HEALTH TAX	676.59
MERCHANT SUR TAX	1,784.40
PARK TAX	202.23
STATE TAX	223.05
TOTAL TAXES	**46,933.45**
TOTAL PAID	**46,933.45**

** DATE PAID 12/31/2019 **

BETH MAHN
COUNTY COLLECTOR
HILLSBORO, MO 63050

Phone: 636-797-5406

2018 REAL ESTATE
COUNTY OF JEFFERSON

SITE ADDRESS 1325 MCNUTT ST
HERCULANEUM MO 63048

Lending Code:

LEGAL DESCRIPTION			
10-9.0-30.0-3-001-001.10			
PT W1/2 SW1/4			
Section: 30	Township: 41	Range: 6	Acres: 6.000

VALUATION

0	RESI
0	AGRI
701,700	COMM
701,700	TOTAL

TAX RATE
5.7224

STATE TAX	$210.51
HEALTH UNIT TAX	$757.13
JOACHIM-PLATTIN AMB	$1,051.85
JEFFERSON COLLEGE	$2,326.84
FESTUS SCHOOL	$26,287.09
JC DEV DISABILITIES	$642.06
PARK TAX	$191.56
MERCHANT SUR TAX	$1,684.08
MENTAL HEALTH TAX	$642.06
CITY OF HERCULANEUM	$5,097.85
FESTUS SPECIAL	$1,263.06

**********AUTO**5-DIGIT 63028
REUTHER LAND DEVELOPMENT LLC
1325 MCNUTT ST
HERCULANEUM, MO 63048-1519

PAID
DEC 04 2018
18121

TOTAL TAX	40,154.09
INTEREST / PENALTY	0.00
FEES	0.00
AMOUNT PAID	0.00
TOTAL DUE IF PAID BY 12/31/2018	40,154.09

BETH MAHN
COUNTY COLLECTOR
HILLSBORO, MO 63050

NOTICE TO TAXPAYERS

You can now pay your taxes on-line at our web site

www.jeffcomo.org

KEEP THIS STATEMENT FOR YOUR RECORDS

If you do not have Internet access, you can pay your taxes via IVR by calling 1-877-690-3729. You will be asked for your bill number, the amount due and the Jefferson County Jurisdiction Code, which is 3515.

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

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

DO NOT SEND THE UPPER HALF OF THE BILL. RETURN ONLY THE LOWER STUB WITH PAYMENT.

JEFFERSON COUNTY, MISSOURI

PAID

2019 PERSONAL PROPERTY

ACCT # 098465
VALUE 15,680
TAX RT 6.072500

REUTHER FORD INC
1325 MCNUTT ST
HERCULANEUM, MO 63048-1519

TAX DISTRICT	TAX
CITY OF HERCULANEUM	112.55
COUNTY TAX	0.71
FESTUS SCHOOL	681.24
FESTUS SPECIAL	27.99
HEALTH UNIT TAX	16.82
JC DEV DISABILITIES	14.27
JEFFERSON COLLEGE	51.71
JOACHIM-PLATTIN AMB	23.65
MENTAL HEALTH TAX	14.27
PARK TAX	4.26
STATE TAX	4.70
TOTAL TAXES	952.17
TOTAL PAID	952.17

** DATE PAID 12/31/2019 **

Z - Business Value	1	15,680
Total Value:		15,680

BETH MAHN
COUNTY COLLECTOR
HILLSBORO, MO 63050

Phone: 636-797-5406

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

BID #: 20-0027

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

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

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

EXHIBIT
A3
PENGAD 800-631-6989

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

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

SAMPLE ENVELOPE

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

Contract Term:
ONE YEAR CONTRACT WITH A ONE YEAR RENEWAL OPTION 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:

Pevely Plaza Auto Parts	Bill Oesterle
Company Name	**Authorized Agent (Print)**
# 20 Gannon Square	Bill Oesterle
Address	**Signature**
Pevely, MO 63070	Fleet Sales Manager
City/State/Zip Code	**Title**
314-882-8666	03/12/2020 20-4310894
Telephone #	**Date** **Tax ID #**
boesterle@loweauto.com	636-475-3780
E-mail	**Fax #**

TABLE OF CONTENTS:

REQUIRED DOCUMENTS

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

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

Or

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

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

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

5. **Cooperative Bid Form (last page)**

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

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

***BIDS MAYBE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY**

1.0 BID REQUIREMENTS

Bidder shall initial all pages and return where the Bid Document denotes "BIDDER"S INITIALS: BO."

1.1 BID SUBMISSION:

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

1.2 BASIS OF BID AWARD:

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

1.3 BID AWARD:

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

1.4 BID PREPARATION:

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

1.5 MODIFICATION OR WITHDRAWAL OF BIDS:

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

1.6 LATE BIDS:

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

1.7 BID DEPOSITS/BONDS:

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

1.8 MATERIAL AVAILABILITY:

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

1.9 ALTERNATE BIDS:

Alternate Bids for items will be accepted except when stated **"NO SUBSTITUTIONS"**. Bidders must submit complete specifications on all alternate bids with the bid form. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. The County may accept or reject alternate bids; whatever is most advantageous to the County.

1.10 INCORPORATION OF DOCUMENTS:

The terms of the Bid Invitation, Bid Specifications, Bid Form are and shall be incorporated into the contract as if fully setout therein. The Bid, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

1.11 ADDENDA:

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

1.12 INSURANCE:

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

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

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

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

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

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

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

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

1.13 BID SUBMISSIONS

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

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 Missouri.

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

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

Pevely Plaza Auto Parts is not a contractor or subcontractor.

AFFIDAVIT OF WORK AUTHORIZATION

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

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

_____ _____
Authorized Representative's Signature Printed Name

_____ _____
Title Date

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

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

_____ and my commission expires on _____.
(NAME OF STATE) (DATE)

_____ _____
Signature of Notary Date

AFFIDAVIT OF WORK AUTHORIZATION
(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that NOT APPLICABLE (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 subcontrator's name, then no additional pages of the MOU must be submitted).

Automotive Parts and Supplies
Bid Specifications
2/20/2020

This bid is for the purchase of automotive/small truck repair parts and accessories.
All parts are required to be delivered to the Jefferson County Fleet Services garage or the Jefferson County Highway Fleet garage located at 5275 Highway B, Hillsboro, Missouri 63050.
Parts for vehicles that are no longer needed, out of date, or obsolete shall be returned for exchange or credit to meet current stock needs.
All parts offered must be first line, premium quality parts.
Supplier must provide a listing/catalog of all parts to Jefferson County with the list price for each item specified or access to supplier's website.
All List Price increases/decreases must be communicated via writing to Jefferson County.
Questions pertaining to this bid may be directed to David Mikusch, Fleet Manager, at 636-797-6017.
Offered discounts on selected items may be increased for special programs and special pricing. Those special offerings should be communicated with Jefferson County.
Minimum dollar amount of order, if any $ 0.00
Length of time between order and delivery for stock items 1 hour or less
If you cannot hold your discount for one full year, you will guarantee these discounts to remain in effect until 1 year from awarded date (Date your bid discounts expire)
In an emergency, can the County call your company after regular business hours? Yes No
If so, name of party to call Jim Modglin Telephone number 314-456-3057
Supplier Comments:
Will require the phone number of the person calling after hours to ensure the call is answered.
This pricing is the same as the St. Louis County contract and will honor this as a piggyback.

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

Description	**Percent Discount off of List Price**
Electrical Components (alternators, starters, lights, wiring, sensors, switches, light bulbs, coils, ignition components, etc.)	See attached list!
Cooling system components (water pumps, radiators, hoses, etc.)	See attached list!
Brake Components (pads, rotors, drums, calipers, etc.)	See attached list!
Suspension and Steering Parts	See attached list!
Exhaust Components	See attached list!
Engine Components	See attached list!
Air Conditioning Components	See attached list!
Batteries	See attached list!
Auto and Light Truck oil filters	See attached list!
Auto and Light Truck air filters	See attached list!
Auto and Light Truck fuel filters	See attached list!
Heavy Truck and Equipment Oil Filters	See attached list!
Heavy Truck and Equipment Air filters	See attached list!
Heavy Truck and Equipment Fuel filters	See attached list!
Equipment and tools	See attached list!
% discount on all other parts, supplies, and accessories	See attached list!

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this _____ day of _____2020:

Pevely Plaza Auto Parts
Company Name

Signature

Bill Oesterle
Print

Company Address: #20 Gannon Square

#20 Gannon Square

Phone: 314-882-8666

County of Jefferson, State of Missouri

Dennis J. Gannon 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.

County Auditor

APPROVED AS TO FORM

County Counselor

COOPERATIVE BID FORM

Bid Name: AUTOMOTIVE PARTS AND SUPPLIES 2020

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

COOPERATIVE PROCUREMENT CONTRACT

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

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

Yes X **No**_____

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

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

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

MINIMUM DOLLAR VALUE PER ORDER: $ 0.00

BY: Bill Oesterle

TITLE: Fleet Sales Manager

COMPANY: Pevely Plaza Auto Parts

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

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

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

3/9/2020

Pevely Plaza Auto Parts - Jefferson County Bid - Percent off list price

Section	Product/Line	ACDelco	Motorcraft	Power Stop	WIX	Standard	Wagner	KYB	MOOG	FELPRO	TYC	WALKER	Other
Electrical Components	Alternators	50%	51%										MPA 71%
	Starters	50%	51%										MPA 75%
	Lights										69%		Grote 50%
	Wiring	65%	31%			62%							
	Sensors	62%	51%			60%							
	Switches	45%	51%			62%							
	Light Bulbs	43%					83%						
	Coils	42%	51%			62%							
	Ignition	63%	31%			58%							
Cooling System	Water Pumps	65%	32%										
	Radiators	21%	47%										CSF 50%, TYC67%
	Hoses	64%	53%										
Brake Components	Pads	59%	33%	50%			73%						
	Rotors	65%	33%	50%									Best Brake 67%
	Drums	65%	33%										Best Brake 67%
	Calipers	62%	33%										
Steering & Suspension		39-61%	30-52%					60%	43%				FCS 50%
Exhaust												49%	
Engine Components		18%								58%			
A/C Components		40-62%	51%										4 Season 54%
Batteries		40%	29%										
Auto & Truck Oil Filters		57%	48%		77%								
Auto & Truck Air Filters		62%	48%		77%								
Auto & Truck Fuel Filters		62%	46%		77%								
Heavy Equip Oil Filters					80%								
Heavy Equip Air Filters					80%								
Heavy Equip Fuel Filters					80%								
Equipment & Tools													10%
All Other Parts and Supplies													30%

BO.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/28/2020

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

PRODUCER	CONTACT NAME: Gina Pohl	
AssuredPartners Cornerstone LLC 721 Emerson Road Suite 500 St Louis MO 63141	PHONE (A/C, No, Ext): (314) 373-2900	FAX (A/C, No): (314) 373-2901
	E-MAIL ADDRESS: ginap@cornerstoneinsurancegroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Acuity	14184
INSURED	INSURER B :	
Lowe Automotive Warehouse Inc. *see attached list of insureds* 1000 Camera Avenue Suite D St. Louis MO 63126	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2022815981 **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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			ZF1541	03/01/2020	03/01/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
							Employee Benefits	$ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ZF1541	03/01/2020	03/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Underinsured motorist	$ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			ZF1541	03/01/2020	03/01/2021	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ZF1541	03/01/2020	03/01/2021	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Description: Vendor Resgistration

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

J. Cody Wilson /

Additional Named Insureds

Other Named Insureds	
See Attached List of Named Insureds	Doing Business As
dba Eagle Automotive of Bloomington	Doing Business As
dba Eagle Automotive of Chicago	Doing Business As
dba Eagle Automotive of Milwaukee	Doing Business As
dba Eagle Automotive-West	Doing Business As
dba Jefferson County Auto Parts	Doing Business As
dba M.A.P. Automotive Warehouse, Inc.	Doing Business As
dba M.A.P. of Bloomington	Doing Business As
dba M.A.P. of Chicago	Doing Business As
dba M.A.P. of Milwaukee	Doing Business As
dba Pevely Auto Parts	Doing Business As
dba SEMO Automotive	Doing Business As
dba South County Auto Parts	Doing Business As
Eagle Automotive of Peoria	Doing Business As
Lowe Autographix	Corporation, Additional Named Insured
Lowe Automotive Distribution Inc.	Corporation, Additional Named Insured
Lowe Automotive Warehouse, Inc.	Corporation, Additional Named Insured
Lowe Automotive-Springfield	Corporation, Doing Business As
M.A.P. Automotive Inc.	Corporation, Additional Named Insured
MAP Automotive of Peoria	Doing Business As

Account Information

Account Number	445424	**Tax Code**	R5DFJPFSPV
Tax Year	2009	**Account Type**	BUSINESS
Return Status	Completed	**Tax Rate**	6.801100
Date Returned	6/19/2009		
City	PEVELY		
Owner Name	PEVELY PLAZA AUTO PARTS, 20 GANNON SQUARE PEVELY, MO, 63070		

Items

Item	Quantity	Assessed Value	Tax Amount
BUSINESS VALUE	0	30,000	$2,040.33
Total		30,000	$2,040.33

Billing Details

Tax Billed	$2,040.33
Penalty Billed	$562.05
Cost Billed	$100.00
Total Billed	$2,702.38
Amount Paid	$2,702.38
Total Unpaid	**$0.00**

Tax Due Amounts

If paid in...	Amount due is...
March 2020	$0.00
April 2020	$0.00
May 2020	$0.00
June 2020	$0.00
July 2020	$0.00
August 2020	$0.00
September 2020	$0.00
October 2020	$0.00
November 2020	$0.00
December 2020	$0.00

Tax Due amounts are for all unpaid years.

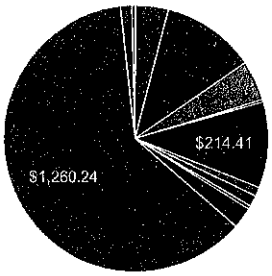
See Payment History section for year-by-year details.

Payment History

Tax Year	Total Due	Total Paid	Amount Unpaid	Date Paid
2019	$150.25	$150.25	$0.00	12/19/2019
2018	$149.55	$149.55	$0.00	12/7/2018
2017	$145.68	$145.68	$0.00	12/21/2017
2016	$147.67	$147.67	$0.00	12/14/2016
2015	$146.67	$146.67	$0.00	12/23/2015
2014	$167.62	$167.62	$0.00	12/15/2014
2013	$144.70	$144.70	$0.00	12/19/2013
2012	$1,148.38	$1,148.38	$0.00	12/31/2012
2011	$1,032.94	$1,032.94	$0.00	12/30/2011
2010	$1,013.87	$1,013.87	$0.00	12/31/2010
2009	$2,702.38	$2,702.38	$0.00	12/31/2010

Taxing Bodies

District	Tax Rate	Extension
JOACHIM-PLATTIN AMB	0.270000	$81.00
CITY OF PEVELY	0.770400	$231.12
JEFFERSON COLLEGE	0.336200	$100.86
COUNTY TAX	0.016700	$5.01
DUNKLIN FIRE	0.714700	$214.41
HEALTH UNIT TAX	0.074200	$22.26
MENTAL HEALTH TAX	0.092900	$27.87
PARK TAX	0.027900	$8.37
FESTUS SPECIAL	0.174400	$52.32
DUNKLIN SCHOOL	4.200800	$1,260.24
JC DEV DISABILITIES	0.092900	$27.87
STATE TAX	0.030000	$9.00



- JOACHIM-PLATTIN AMB
- CITY OF PEVELY
- JEFFERSON COLLEGE
- COUNTY TAX
- DUNKLIN FIRE
- HEALTH UNIT TAX
- MENTAL HEALTH TAX
- PARK TAX
- FESTUS SPECIAL

1/2

Data updated: 2020-03-31 14:10:00
wEdge Version 4.0.7324.18965

St. Louis County
Contract Change Order Request Form
Contract Change Order/Renewal/Administrative

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

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

3) Requesting Department/Requestor Name: Admin/Procurement

Instructions:

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

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

4) Authorized Staff Signature: John Tigert Digitally signed by John Tigert Date: 2019.03.22 13:11:39 -05'00'

(Unless authorized by Department Director or designee, requester shall cc the Department Director when emailing this form to Procurement)

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

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

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

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

Contractor Authorized Signature: [signature]

Name of Authorized Signature (Print): Bill Oesterle

Date: 4/5/19

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

1. Percent of Cumulative Change Order(s): _____% (One Time Buy Only)
(PRINT Total Amount of all Change Orders to Date to include this Change)
2. Vendor County Taxes current ____Y ____N JT 03/22/19 RMS
PCA/Date
3. Add Funds to Contract $ 360,000 Open Contract to Pay Invoices _____

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

Rev. 3/31/2017

DIVISION OF PROCUREMENT
CONTRACT PERFORMANCE REPORT AND RENEWAL SUMMARY

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

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

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

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

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

Estimate Contract Renewal Amount (annually): $ 360,000 **Prior Term Expenditures: $ 319,680**
Funding Source (includes Grants, Fund and Department):
1020-3100-3190-3191-517110-00000-0000-00000-0000

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

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

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

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

Product or Service Rating	Rate 1-5	Comments
Product(s) or service(s) meets your Department's needs	4	
Product(s) or service(s) meets the contract requirements	4	

Contract Rating	Rate 1-5	Comments
Compliance with contract requirement	4	
Timeliness of delivery	4	
Responsiveness to inquiries	4	
Problem resolution	4	
Employee courtesy	4	

RECEIVED 2019 MAR -1 PM 2:00

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

Submitted by: Ron Feltmann (Must be signed by Department Director)

Dept.: Dept. of Transportation, Fleet Management Date: February 26, 2019

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

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

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

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

4. An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer

shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section.

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

Lowe Automotive Group
1000 Camera Ave, Suite D
Saint Louis, MO 63126
Ph: 314-752-7477 Fax: 314-775-0199

To Whom It May Concern:

April 23, 2020

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

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

Regards,

Bill Oesterle
Lowe Automotive Group

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

BID #: 20-0027

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

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

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

EXHIBIT A4
PENGAD 800-631-6989

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

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

SAMPLE ENVELOPE

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

Contract Term:
ONE YEAR CONTRACT WITH A ONE YEAR RENEWAL OPTION 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~~ Discounts are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful Bidder. ~~Price increases for renewals are not authorized unless approved in writing by the County~~. Individual unit prices are subject to change without notice. Discounts will be held firm per NCPA cooperative contract 26-19 effective through 11/31/22 under which the County purchases with Vendor.

Vendor Information:

Company Name O'Reilly Automotive Stores, Inc, dba O'Reilly Auto Parts	Roanen Barron **Authorized Agent (Print)**
Address 233 S. Patterson Ave. See attached Jefferson County Locations list	**Signature**
Springfield, MO. 65802 **City/State/Zip Code**	Senior Bid Analyst **Title**
(417) 829-5879 **Telephone #**	4/3/2020 44-0618012 **Date** **Tax ID #**
probids@oreillyauto.com **E-mail**	(417) 874-7199 **Fax #**

TABLE OF CONTENTS:

REQUIRED DOCUMENTS

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

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

Or

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

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

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

5. **Cooperative Bid Form (last page)**

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

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

***BIDS MAYBE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY**

1.0 BID REQUIREMENTS

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

1.1 BID SUBMISSION:

Submit bid form in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic bids shall be accepted and shall be rejected. The Vendor prior to the submission dead line as stated on page 1 must submit all bids. Late bids will not be accepted and returned to the vendor unopened. The County reserves the right to request additional written or oral information from Respondents in order to obtain clarification. A fully executed Affidavit is required by Section 285.530 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) 797-5380, or by reviewing the County Web Site. (www.jeffcomo.org).

1.12 INSURANCE:

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

The County is covered under a blanket "Additional Insured" provision.

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

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

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

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

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

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

1.13 BID SUBMISSIONS

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

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

2.5

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

2.10

PAYMENT:

County will pay Supplier for goods upon delivery 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)~~ thirty (30) day prior notice in writing. In the event of any termination of the Agreement/Contract by the Vendor, the County may purchase such supplies and/or services similar to those terminated ~~and for the duration of the Agreement/Contract period the Vendor will be liable for all costs in excess of the established contract pricing.~~

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

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

D. Default: County may terminate the whole Contract or any part in either of the following circumstances:

D-1. If supplier fails to deliver the items required by the contract within the time specified; or

D-2. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, ~~and to recover from Supplier the excess cost for such similar items provided~~, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.

D-3. In the event of the Supplier's non-compliance with the provisions as set forth, this Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

2.17 NOTICE AND SERVICE THEREOF:

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

2.18 CONTRACT TERM:

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

2.19 COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended, including provisions of the Home Rule Charter of Jefferson County, Missouri requiring all workers

performing work under any contract with Jefferson County be paid a wage that is at least the prevailing hourly rate of wages for work of a similar character in Jefferson County.

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

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

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

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

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

2.24 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 Roanen Barron (Name of Business Entity Authorized Representative) as Senior Bid Analyst (Position/Title) first being duly sworn on my oath, affirm O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to 20-0027 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 O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to 20-0027 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.)

Authorized Representative's Signature

Roanen Barron
Printed Name

Senior Bid Analsyt
Title

4/3/2020
Date

Subscribed and sworn to before me this 3rd (DAY) of April 2020 (MONTH, YEAR). I am commissioned as a notary public within the County of Greene (NAME OF COUNTY), State of Missouri (NAME OF STATE) and my commission expires on 03/11/2022 (DATE).

Signature of Notary

04/03/2020
Date

AMANDA M. HEINZ
Notary Public – Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Mar. 11, 2022
Commission #14591842

AFFIDAVIT OF WORK AUTHORIZATION
(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that O'Reilly Automotive Stores, Inc. dba O'Reilly 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.

Roanen Barron Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
O'Reilly Automotive Stores, Inc. dbe O'Reilly Auto Parts Business Entity Name	4/3/2020 Date

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

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

AND

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

Automotive Parts and Supplies
Bid Specifications
2/20/2020

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

Description	**Percent Discount off of List Price**
Electrical Components (alternators, starters, lights, wiring, sensors, switches, light bulbs, coils, ignition components, etc.)	List less 41% or better
Cooling system components (water pumps, radiators, hoses, etc.)	List less 41% or better
Brake Components (pads, rotors, drums, calipers, etc.)	List less 41% or better
Suspension and Steering Parts	List less 41% or better
Exhaust Components	List less 41% or better
Engine Components	List less 41% or better
Air Conditioning Components	List less 41% or better
Batteries	List less 41% or better
Auto and Light Truck oil filters	List less 41% or better
Auto and Light Truck air filters	List less 41% or better
Auto and Light Truck fuel filters	List less 41% or better
Heavy Truck and Equipment Oil Filters	List less 41% or better
Heavy Truck and Equipment Air filters	List less 41% or better
Heavy Truck and Equipment Fuel filters	List less 41% or better
Equipment and tools	List less 41% or better
% discount on all other parts, supplies, and accessories	List less 41% or better

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 3rd **day of** April **2020:**

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

Company Name

Signature

Roanen Barron, Senior Bid Analyst

Print

Company Address:

233 S. Patterson Ave.

Springfield, MO. 65802

Phone: (417) 829-5879

County of Jefferson, State of Missouri

Dennis J. Gannon 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.

County Auditor

APPROVED AS TO FORM

County Counselor

COOPERATIVE BID FORM

Bid Name: Automotive Parts and Supplies 2020

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

COOPERATIVE PROCUREMENT CONTRACT

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

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

Yes X **No** _____

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

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

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

MINIMUM DOLLAR VALUE PER ORDER: $ N/A

BY: _____

TITLE: Roanen Barron, Senior Bid Analyst

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

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

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

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

O'Reilly Auto Parts

Jefferson County, MO. Locations

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

MEMORANDUM OF INSURANCE

Date 2/28/2020

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

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

Coverages

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

Co Ltr	Type of Insurance	Policy Number	Effective Expiration	Limits of Liability	
A	**General Liability** ☒ Commercial General Liability ☐ Claims Made ☒ Occurrence General Aggregate Limit applies per ☒ Policy ☐ Project ☐ Location	1728821	3/1/2020- 3/1/2021	Each Occurrence	$1,000,000
				Fire Damage	$1,000,000
				Medical Expense	$
				Pers. And Adv. Injury	$1,000,000
				General Aggregate	$2,000,000
				Products Comp/Op Aggregate	$2,000,000
A	**Automobile Liability** ☒ Any Automobile ☐ All Owned Automobiles ☐ Scheduled Automobiles ☐ Hired Automobiles ☐ Non-owned Automobiles	6631223- Entire Contract 6631224 – VA 6631225 - MA	3/1/2020- 3/1/2021	Combined Single Limit	$1,000,000
				Bodily Injury (per person)	$
				Bodily Injury (per accident)	$
				Property Damage (per accident)	$
				Comprehensive	$
B	**Excess Liability** ☒ Occurrence ☐ Claims Made	XEU G71496855 01	3/1/2020- 3/1/2021	Each Occurrence	$1,000,000
				Aggregate	$1,000,000
D,E,F,G	**Workers' Compensation and Employers Liability**	6559366-OH &WA QSI 23096073-CAT 1 23096074-CAT 2-4 23096075-CA 23096076-FL 23096077-MONO 23096078-HI	3/1/2020- 3/1/2021	☒ WC Statutory Limit ☐ Other	
				EL Each Accident	$1,000,000
				EL Disease – each employee	$1,000,000
				EL Disease – policy limit	$1,000,000
C	**Other** Property Replacement Cost		3/1/2020- 3/1/2021	Real & Personal $2,500,000 Limit	

Description of Operations/Locations/Vehicles/Special Items

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

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

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

TAXATION DIVISION
PO BOX 3666
JEFFERSON CITY, MO 65105-3666

Missouri
DEPARTMENT OF REVENUE

Telephone: 573-751-9268
Fax: 573-522-1265
E-mail: taxclearance@dor.mo.gov

OREILLY AUTOMOTIVE STORES INC
PO BOX 1156
SPRINGFIELD, MO 65801-1156

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

CERTIFICATE OF NO TAX DUE

MISSOURI ID: 10274073
Notice Number 2013057363

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

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

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

TAXATION DIVISION

Company ID Number: 181617

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

Employer OReilly Automotive Incorporated

Phillip Thompson	
Name (Please Type or Print)	Title
Electronically Signed	01/16/2009
Signature	Date

Department of Homeland Security – Verification Division

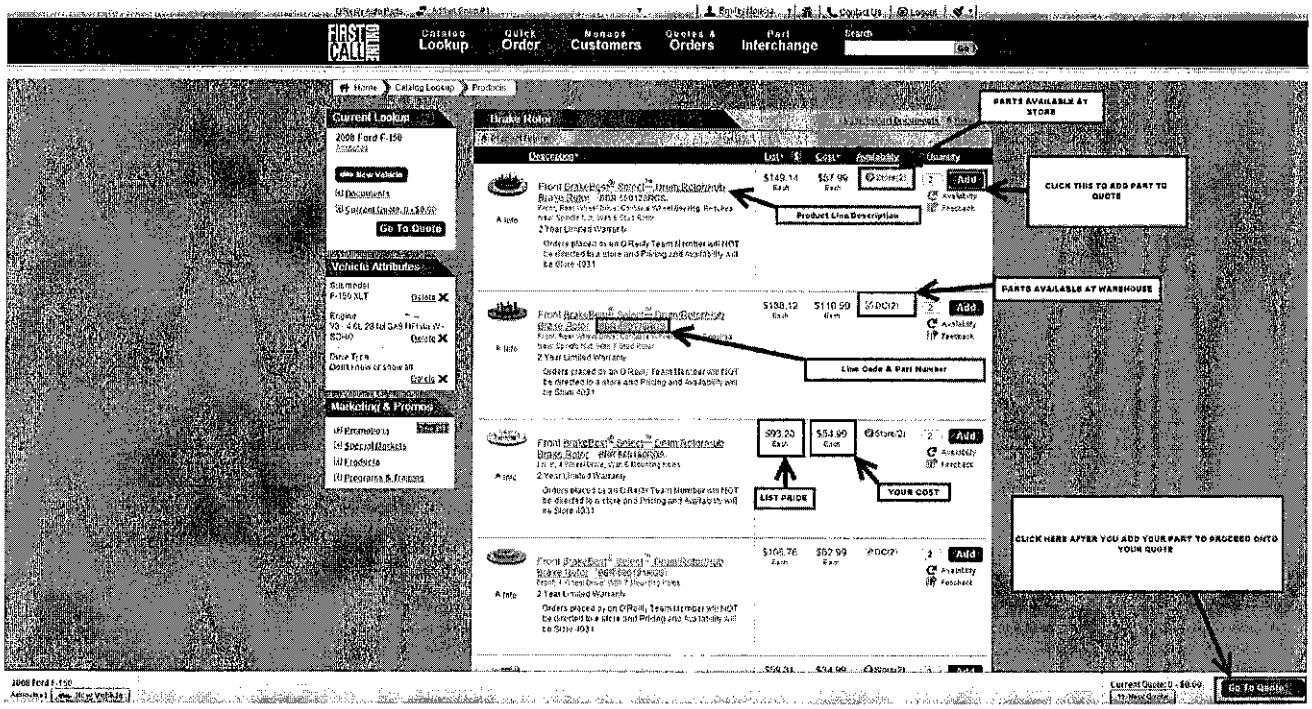
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	01/16/2009
Signature	Date

Pricing/Catalog

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

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

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



Warranty

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

Transportation Terms

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

Payment Terms and Invoices

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

Distribution

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

Core Charges

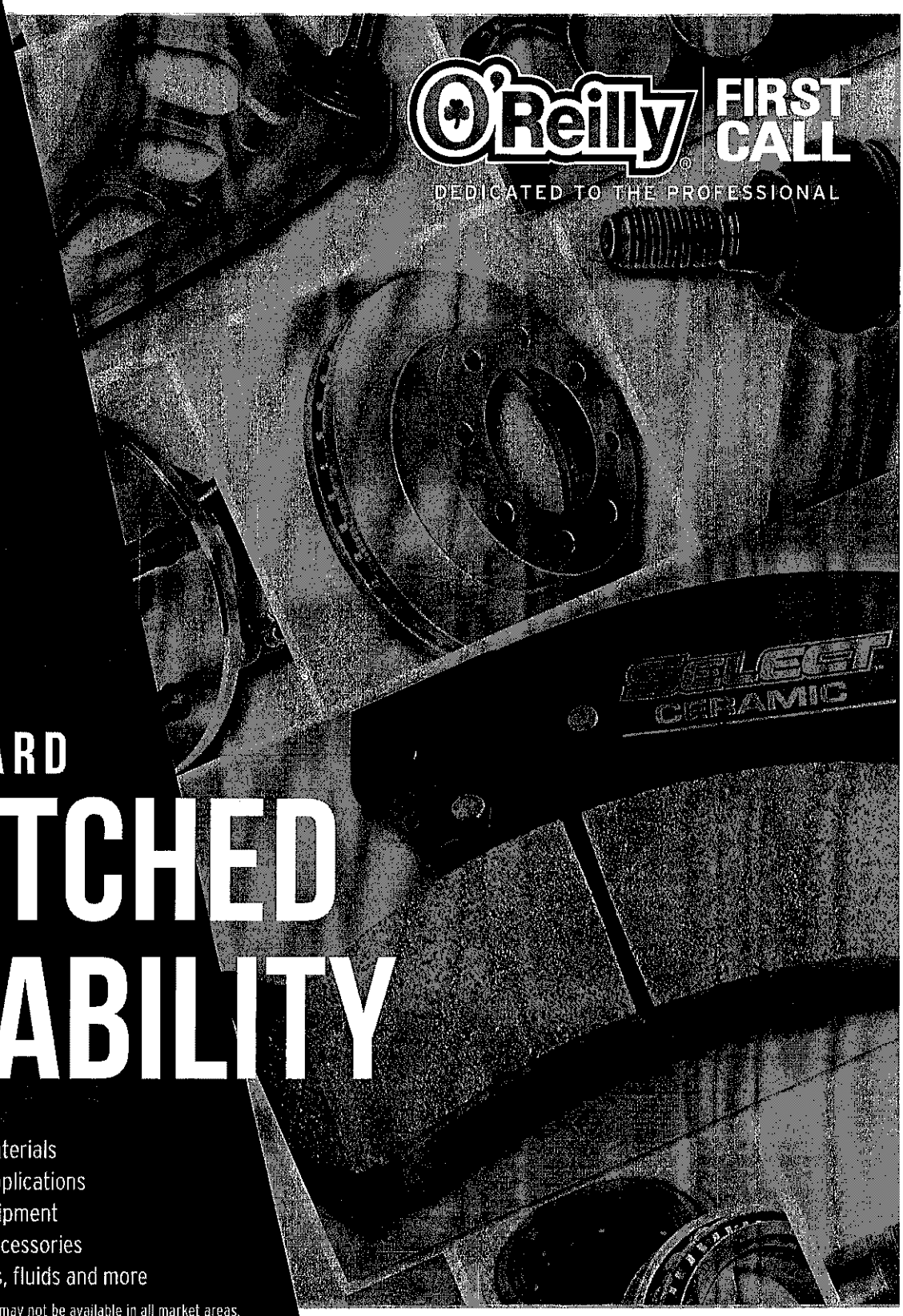
Core pick-ups will occur as needed, hourly, daily, or weekly. O'Reilly will tailor the pick-up schedule to the needs of each agency. Cores will be credited on the same day they are received. Any core that is damaged or returned in an otherwise non-rebuildable condition will be billed to the customer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

Delivery Time

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

Return Policy

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



O'Reilly FIRST CALL

DEDICATED TO THE PROFESSIONAL

2020 LINE CARD

UNMATCHED AVAILABILITY

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

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

PARTS | PAINT & BODY | FLEET | TOOLS | CHEMICALS

MAKE US YOUR FIRST CALL FOR ALL YOUR REPAIR NEEDS

QUALITY AUTO PARTS

Air Conditioning

Dorman Products	A/C Bypass Pulleys
	Temp Actuators
Import Direct	Blower Motors
	Compressors
Interdynamics	Oils & Refrigerants
Murray	Accumulators
	Blower Motors
	Compressors
	Condensers
	Hose Assemblies
	Receiver/Driers
Standard	Relays & Resistors
Tracer Products	Leak Detection

Brakes

AGS	Brake Lines & Fittings
Bosch	Brake Rotors
BrakeBest	Brake Boosters
	Brake Cables
	Brake Calipers
	Brake Hardware
	Brake Hoses
	Brake Pads
	Caliper Brackets
	Heavy-Duty Brake Parts
	Heavy-Duty Brake Shoes
	Reman Master Cylinders
	Wheel Cylinders & Kits
BrakeBest Select	Brake Pad Wear Sensors
	Brake Pads & Shoes
	Ceramic Brake Pads
	Brake Drums
	New Master Cylinders
	Brake Rotors
Cardone	ABS Modules
Dorman Products	ABS Sensors & Tone Rings
EBC	Motorcycle Brake Pads
	Motorcycle Brake Rotors
Import Direct	Brake Pad Wear Sensors
KIC	MD/HD Drums
MICO	Brake Locks
Performance Friction	Brake Rotors
	Motorcycle Brake Pads
	Severe-Duty Brake Pads
Standard	ABS Sensors
Wagner	OEx Brake Pads
	ThermoQuiet Brake Pads

Chassis

Dorman Products	Torsion Bars
Import Direct	Chassis Parts
	Control Arms
	Steering & Suspension
MasterPro	Control Arms/Chassis Parts
MOOG	Chassis Parts
Precision	Control Arms
Specialty Products	Alignment Products

Cooling

FLEX-A-LITE	Fans
Gates	Belt Tensioners
	Belts & Hoses
	Hydraulic Hose & Fittings
Import Direct	Blower Motors
	Cooling Fan Assemblies
	Fan Clutches
	Water Pump Kits
	Water Pumps
MasterPro	Belts & Hoses
	Hose Clamps
	Water Pumps
Murray	Blower Motors
	Cooling Fan Assemblies
	Fan Clutches
	Heater Cores
	Water Pumps
	Radiator Caps
	Radiators
	Thermostats
	Water Pump Kits
VDO	Fan Motors

Driveline

BCA	Bearings
Dorman Products	CV Boots
	Differential Covers
	Knuckle Hub Assemblies
	Transfer Case Motors

Driveline (continued)

Import Direct	New CV Shafts
MasterPro	Bearings & Seals
	Hub Assemblies
	U-Joints & CV Shafts
National	Seals
Pioneer	Accelerator, Detent, Clutch, Speedometer & Shift Cables
	AT Flexplates
	AT Overhaul Kits, Gaskets and Parts
	Flywheel Shims
Power Torque	Axle Kits
	Clutch Hydraulics
	Clutches & Flywheels
	Complete Rear Axles
	Complete Transmissions
	Differential Parts & Kits
	Filter Kits
	Ring & Pinion Kits
	Transfer Cases
Precision	Carrier Bearings
	Hub Assemblies
	New ATV CV Shafts
	New CV Shafts
	New Drive Shafts
	U-Joints
Spicer	4x4 Offroad Products
	HD U-Joints
	Ring & Pinion Kits
	U-Joints

Electrical

Bestest	Alternators
	Starters
Conduct-Tite	Accessories
	Butt Connectors
	Electrical Testing Tools
	Terminals
	Wiring
Dorman Products	Climate Control
	Hybrid Batteries
	Instrument Clusters
	Switches
Import Direct	Coil On Plug Boots
	Wire Sets
Littelfuse	Circuit Breakers
	Fuses
	SGF Smart Glow
Lockworks	Ignition Locks
Novita	Flashers
	Lighting Modules
Performance Tools	Multimeters
Standard	Battery Cables & Accessories
	Primary Wire Switches
	Switches & Sensors
Super Start	AG, Lawn & Garden Batteries
	AGM Batteries
	Automotive Batteries
	Battery Accessories
	Booster Cables
	Commercial Batteries
	Emergency Lighting Batteries
	Floor Scrubber Batteries
	Golf Cart Batteries
	Marine Batteries
	Powersports Batteries
Ultima	Alternators
	Starters
Ultima Select	Coil On Plug Boots
	New Alternators
	New Starters
	Wire Sets
Wilson	Alternators
	Starters

Engine

Clevite	Bearings
Cloyes	Timing components
Crankshaft Rebuilders	Remanufactured Crankshaft Kits
Dorman Products	Drain Plug Gaskets
	Drain Plugs
	Fluid Lines
	Fluid Reservoirs
	Harmonic Balancers
	Manifolds - Intake & Exhaust
	Timing Covers
	VVT Components
Fel-Pro	Gaskets
Gates	Timing Belt Kits
Mahle	Gaskets
	Pistons & Rings
Melling	Camshafts
	Oil Pumps
	Valvetrain Components

Engine (continued)

Power Torque	Cylinder Heads
	Engines
	Motor Mounts
Prime Line	Small Engine Parts
Spectra Premium	Oil Pans

Engine Management

ACDelco	Glow Plugs
	Ignition
	Spark Plugs
	Wire Sets
Autolite	Glow Plugs
	Spark Plugs
Blue Streak Electronics	Mass Air Flow Sensors
Bosch	Glow Plugs
	Oxygen Sensors
	Spark Plugs
Cardone	Distributors
	Electronics/ECMs
	Smog Pumps
	Vacuum Pumps
Champion	Spark Plugs
Denso	Oxygen Sensors
	Spark Plugs
Dorman Products	Accelerator Pedal Position Sensors
	Air Filter Boxes
	Air Intake Hoses
	Camshaft Synchronizers
	Instrument Clusters
	Smog Pumps
	Spark Plug Tubes
	Vacuum Pumps
E3	Spark Plugs
Import Direct	Coil On Plug Boots
	Engine Management Sensors
	Ignition Coils
	Wire Sets
MasterPro	Electronics/ECMs
	Ignition
MicroGard	PCV Valves
Motorcraft	Glow Plugs
	Ignition
	Spark Plugs
NGK	Glow Plugs
	Spark Plugs
NTK	Oxygen Sensors
OmniSpark	Wire Sets
Spectra Premium	Ignition Distributors
Standard/Intermotor	Engine Management Sensors
	Ignition
Ultima Select	Coil-on Plug Boots
	Wire Sets

Exhaust

Bosal	Mufflers
Dorman Products	Exhaust Manifolds
MagnaFlow	Cat Backs
	Catalytic Converters
Nickson	Chrome Tips
	Exhaust Accessories
Spectre Performance	Stainless Tips
Thrush	Performance Mufflers
Walker	Exhaust Accessories
	Exhaust Pipe
	Mufflers
	Resonators

Exterior Accessories

Auto Ventshade	Bug Shields
	Vent Visors
Budge	Car Covers
Custom Accessories	Wheel Covers
Dorman Products	Bolts & Nuts
	Door Handles
	Door Hardware
Extang	Tonneau Covers
K-Source	Exterior Mirrors
	Replacement Glass
Lund	Fender Flares
	Nerf Bars
	Tonneau Covers
	Truck Steps
Stabilus	Lift Supports

Filters

AC Delco	Air Filters
	Fuel Filters
	Oil Filters
Bosch	Oil Filters
K & N	Air Filters
	Cabin Air Filters
	Cold Air Intake Filters
	Oil Filters

Filters (continued)

MicroGard	Air Filters
	Cabin Air Filters
	Fuel Filters
	Oil Filters
Mobil 1	Oil Filters
Mopar	Oil Filters
Motorcraft	Air Filters
	Fuel Filters
	Oil Filters
Power Torque	Transmission Filter Kits
Premium Guard	Oil Filters
Prime Line	Small Engine Filters
Pro-Tec	Oil Filters
Royal Purple	Oil Filters
Sierra	Marine Filters
WIX	Air Filters
	Cabin Air Filters
	Fuel Filters
	Hydraulic Filters
	Oil Filters

Fuel

Bosch	Throttle Bodies
Cardone	Throttle Bodies
Dorman Products	Fuel Lines
	Throttle Bodies
Gates	Fuel Hoses
Hitachi	Throttle Bodies
Import Direct	Fuel Pumps
	Throttle Bodies
Precision	Fuel Pumps
	Fuel Filler Necks
	Fuel Tank Straps
	Fuel Tanks
	Sending Units
Standard/Intermotor	Fuel Injectors
	Injector Pumps
	Throttle Bodies
Stant	Fuel Caps
Tomco	Carburetors

Interior Accessories

Cardone	Window Lift Motors
Custom Accessories	Floor Mats
	Heavy-Duty Seat Covers
Dorman Products	Clock Springs
	Gauges
	Impact Sensors
	Interior Door Handles
	Power Seat Motors
	Tachometers
	Vent Window Motors
	Window Lift Motors
	Window Regulators
	Window Switches
Stabilus	Lift Supports

Lighting

ANZO	Performance Lighting
Dorman Products	Lighting Assemblies
Ecco	Safety Lighting
Eiko Lighting	Emergency Lighting
	Headlight Capsules
	Mini-Bulbs
nVision	Fog Lights
	Driving Lights
	LED Light Bars
Optronics	Trailer Lights
Sylvania	Headlight Capsules
	HID Bulbs
	LED Mini-Bulbs
	Mini-Bulbs
	Sealed Beams
TYC	Lighting Assemblies
Wolo	Safety & Emergency Lighting

Ride Control

Arnott	Air Suspension
KYB	Shocks
	Struts
MasterPro	Complete Strut Assemblies
Monroe	Complete Strut Assemblies
	Shocks
	Struts
Rancho	Shocks

Steering

Cardone Select	New Power Steering Pumps
Dorman Products	Intermediate Steering Shafts
	Steering Knuckles
	Sway bars

Steering (continued)

Import Direct	Power Steering Hose
MasterPro	Fittings
	Pumps & Gears
	Rack & Pinions
	Steering Gears
MOOG	Steering Parts
Precision	Power Steering Hose

Tire & Wheel

Dorman Products	Wheel Studs & Nuts
Laclede	Tire Chains
Perfect Equipment	Wheel Weights
Schrader	TPMS Sensors
VDO	TPMS Sensors
X-tra Seal	Tire Repair Products
	Valve Stems

Visibility

Bosch	Wiper Blades
Cardone	Wiper Motors
Dorman Products	Wiper Transmissions/Arms
Eiko Lighting	Bulbs
K-Source	Interior/Exterior Mirrors
Rain-X	Wiper Blades
Sylvania	Bulbs
Trico	Wiper Blades/Arms
	Washer Pumps

FLEET & HEAVY-DUTY

Air Conditioning

Murray	Blower Motors
	Climate Control

Brakes

Bendix	Brake Pads
BrakeBest Heavy-Duty	Air Dryers
	Air Valves
	Brake Boosters
	Brake Calipers
	Brake Chambers
	Brake Hardware
	Brake Hoses
	Brake Pads
	Brake Shoes
	Compressors
	Master Cylinders
	Spring Brakes
	Trailer Brakes
	Wheel Cylinders
	Wheel Cylinder Kits
BrakeBest Select	Brake Drums
	Electric Trailer Brake Shoes
	Brake Rotors
Cardone	Brake Boosters
	Brake Calipers
Gates	Air Brake Tubing
	Fittings
Globetech Mfg.	HD Brake Parts
	Trailer Parts
KIC	Brake Drums
MICO Incorporated	Brake Locks
Performance Friction	Air Disc Brakes
	Severe-Duty Pads
	Severe-Duty Rotors
Tectran	Air Products
Wagner	Brake Pads
World American	Brake Hardware

Chassis

MOOG	Chassis

Cooling

Dorman Products	Coolant Tanks
	Coolant Tubes
Gates	Belts
	Hoses
	HD Belt Tensioners
Hayden	Fans
Murray	Cooling Fan Assemblies
	Gaskets
	Radiator Caps
	Thermostats
	Water Pumps

Diesel Exhaust Fluid

O'Reilly	Diesel Exhaust Fluid
Peak	Blue DEF Diesel Exhaust Fluid
	Diesel Exhaust Fluid Equipment

Drivetrain

Dual Dynamics	Tire Equalizers
Monroe	Shocks
National	Bearings
	Hub Caps
	Installation Tools
	Seals
Perfect Equipment	Wheel Weights
Power Torque	AT / MT Transmissions
	Clutch Kits
	Transfer Cases
Precision	PTO Components
	U-Joints
	Yokes
Schrader	TPMS
Spicer	Off Road
	U-Joints
	Yokes
World American	Air Springs
	Clutches
	Wheel Attaching Parts

Electrical

Standard	Battery Accessories
	Battery Cables
	Primary Wire
	Switches & Relays
Cole-Hersee	Electrical Parts
Conduct-Tite	Butt Connectors
	Switches
	Terminals
Littelfuse	Circuit Breakers
	Fuses
	SGF
Novita	Flashers
Super Start	Batteries
	Battery Accessories
	Booster Cables
	Commerical Batteries
Tectran	Electrical Products
Wilson	Alternators
	DC Motors
	Starters

Engine

Clevite	Engine Kits
Dorman Products	Harmonic Balancers
Fel-Pro	Gaskets
FP Diesel	Diesel Engine Components
	Diesel Engine Kits
LKQ	Engine Kits
Power Torque	Motor Mounts
Sealed Power	Engine Kits
SPI	Oil Pans
Zerostart	Engine Heaters

Engine Management

Autolite	Glow Plugs
Cardone	Injectors/Turbos
Champion	Glow Plugs
Dorman Products	Instrument Clusters
Import Direct	Ignition Wires
Standard	Ignition and Switches
	Relays
	Solenoids
Ultima Select	Wire Sets

Exhaust

Cardone	Diesel Particulate Filter (DPF)
Dorman Products	Diesel Particulate Filter (DPF)
MagnaFlow	Catalytic Converters
Nickson	Exhaust Accessories
ROL-Tech	Exhaust Accessories
Walker	Exhaust Mufflers & Pipes

Exterior Accessories

Belmor	Bug Screens
	Grille Covers & Screens
	Hood Deflectors
	Storage Boxes
	Window Deflectors
	Winterfronts
Dorman HD Parts	Door Handles
	Headlights
	Hood Springs
Globetech Mfg.	Mud Flaps
K-Source	Mirrors
Tectran	Air Tanks

Filters
MicroGard	PCV
WIX Filters	Air Filters
	Cabin Filters
	Fuel Filters
	Oil Filters

Fuel
Gates	Fuel Hoses
Howes	Diesel Fuel Supplement
Lucas	Diesel Additives
Peak	BlueDEF Diesel Additives
Power Service	Diesel Additives
Standard	Fuel Injectors
	Injector Pumps
Stant	Fuel Caps

Interior Accessories
Carrand	Fans
Dorman HD Parts	Door Handles
	Fans

Lighting
Dorman Products	Lighting Assemblies
Ecco	Safety Lighting
Eiko Lighting	Headlight Capsules
	Mini-Bulbs
Optronics	Trailer Lighting
Sylvania	Headlight Capsules
	LED Mini-Bulbs
	Mini-Bulbs
	Sealed Beams
Unity	Vehicle Spot Lights
Wolo	Emergency Lighting

Lubrication
BP Autran Oil	Allison-approved Synthetic ATF
Chevron	Delo HD Diesel Engine Oil
Lucas Oil	Fuel Additives
	Gear Oil
	Grease
	Hydraulic Fluid
	Oil Additives
Green Grease	Grease
MasterPro	Grease
Mobil	Delvac HD Diesel Engine Oil
	Grease
Motorcraft	HD Diesel Engine Oil
Mystik	Grease
	HD Diesel Engine Oil
Royal Purple	Grease
Shell	Rotella HD Diesel Engine Oil
Valvoline	Grease
	Premium Blue HD Diesel Engine Oil

Ride Control
Monroe	Cab Shocks
	HD Shocks
World American	Air Bags
	Suspension

Steering
Dorman Products	Air Bag Clock Springs
MasterPro	Pumps & Gears
	Racks & Pinions
Monroe	Steering Stabilizers
MOOG	Steering
Specialty Products	Alignment Products

Towing & Cargo Management
Ancra	HD Cargo Management
BrakeBest	Trailer Brakes
Hopkins	Towing Adapters
	Towing Connectors
Master Lock	Towing Security
Reese	Ball Mounts
	Balls
	Cargo Management
	Trailer Brake Controllers
	Trailer Hitches
	Towing Security
Tekonsha	Trailer Brake Controllers
Wolo	Backup Alarms

Visibility
Cardone	Window Motors
	Wiper Motors
Eiko Lighting	Bulbs

Visibility (continued)
K-Source	Mirrors
	Replacement Glass
	West Coast Mirrors
Orion	Flares
Rain-X	Windshield Washer Fluid
	Wiper Blades
Trico	Washer Pumps
	Wiper Blades
Sylvania	Bulbs
Windex	Windshield Washer Fluid

PAINT, BODY & EQUIPMENT

Abrasives
3M	Abrasives
Homax	Steel Wool
MasterPro Refinishing	Abrasives

Adhesives & Sealants
3M	Adhesives
	Metal Bonding
	Plastic Repair
	Structural Adhesives
SEM	Adhesives
U-Pol	Adhesive Sealants

Body Fasteners
Disco	Automotive Hardware
Heli-Coil	Pop Rivets

Body Fillers
3M	Spreaders
Bondo	Fillers
	Spreaders
Clausen	Fillers
Dynatron	Body Supplies
Evercoat	Fillers
	Putties
MasterPro Refinishing	Body Plastics
U-Pol	Body Fillers

Detailing
3M	Compounds
Gerson	Tack Rags
MasterPro Refinishing	Compounding Pads
	Polishing Pads
Meguiar's	Cleaners
	Foam Pads
	Polishes
	Waxes
Mothers	Appearance Products
RBL Products	Detailing Products
Sontara	Wiping Systems
Superior Products	Cleaning Products
	Detailing Products

Masking Paper & Tape
3M	Striping Tape
Marson	Wheel Maskers
MasterPro Refinishing	Masking Papers
	Plastic Sheeting
RBL Products	Masking Products

Paint Guns & Accessories
3M	PPS - Adapters, Cups & Lids
Binks	Spray Equipment
DeVilbiss	Spray Equipment
SATA	Spray Equipment
Sharpe	Spray Equipment
Vaper	Paint Guns

Paint Mixing/Measuring
E-Z Mix	Mixing Buckets
	Mixing Cups
Gerson	Paint Strainers

Preps & Primers
Clausen	Primers
MasterPro Refinishing	Primers
	Reducers
	Thinners
Nason	Primers
	Reducers
Transtar	Primers
	Reducers
U-Pol	Primers

Safety & Protection
3M	Eye Protection
	Fresh Air Supply
	Respirators

Safety & Protection (continued)
SAS Safety Corp	Eye/Face Protection
	Hearing Protection
	Latex/Nitrile Gloves
	Spray Hoods

Shop Equipment
AFC Finishing Systems	Mix Rooms
	Paint Booths
	Prep Stations
Blackhawk	Porto-Power
Challenger	Lifts
Champion	Air Compressors
Chief	Dent Repair
	Frame Pullers
	Spot Welder
Cyclone	Air Paint Shakers
Firepower	Plasma Cutters
	Welding Accessories
	Welding Helmets
	Welding Tools
Infratech	Curing Systems
Milton	Filters
	Gauges
	Lubricators
	Regulators
Motor Guard	Air Dryers
	Stud Guns
Robinair	A/C Equipment
Rotary	Lifts
Save Phace Welding	Welding Helmets & Accessories
Sharpe	Air Filters
Uni-Ram	Gun Cleaners
Viledon	Booth Filters

Specialty Coatings
Dupli-Color	Specialty Paint
Evapo-Rust	Rust Remover
Herculiner	Bed Liners
Klean-Strip	Paint Remover
Mar-Hyde	Body & Paint Supplies
MasterPro Refinishing	Paint Stripper
SEM	Paint & Body Products
	Specialty Paint
U-Pol	Bed Liners

Tools
Hutchins	Air Tools
	Hand Sanders
Ingersoll Rand	Air Tools
Keysco	Body Shop Tools
	Masking Machines
Milton	Air Accessories
Performance Tool	Air Tools
	Heat Guns
Pro MotorCar	Paint Thickness Gauge
	Prep Pen
	Touch Up Brushes
RBL Products	Air Accessories
S & G Tool Aid	Body Shop Tools
Steck Manufacturing	Body Shop Tools
Sunex	Air Tools
Titan Tools	Hand & Specialty Tools

Topcoats & Clearcoats
(Available in select markets)

Axalta	Refinishing Products
Dupli-Color	Aerosol Paint
	Touch-Up Paints
Krylon	Aerosol Paint
MasterPro Refinishing	Activators
	Clears
Nason	Refinishing Products
PPG	Refinishing Products
SEM	Vinyl Paints
Sikkens	Refinishing Products
Spies-Hecker	Refinishing Products
Standox	Refinishing Products
Transtar	Refinishing Products
U-Pol	Refinishing Products

Visibility
K-Source	Mirrors
Motormite	Headlight Adjusters
TYC	Lenses
	Lighting Assemblies
Unity	Vehicle Spot Lights

TOOLS & EQUIPMENT

Diagnostics

Autel	Diagnostic Tools
Auto Meter	Test Equipment
Bosch	Diagnostic Tools
GreatNeck	Smoke Machines
Innova	Diagnostic Tools
Mahle	Diagnostic Tools
Midtronics	Test Equipment
OTC	Diagnostic Tools
Pro Flex	Smoke Machines
Redline	Diagnostic Tools
Smoke Pro	Diagnostic Tools

Shop Equipment

ACDelco	Air Compressors
	Creepers
	Lifting Equipment
	Work Carts
ALC	Sand Blasters
Ammco	Brake Lathes
Ancra	Cargo Management
Battery Tender	Battery Chargers
Bayco	Extension Cords
	Reel Lights
	Shop Lights
BendPak/Ranger	Balancers
	Brake Lathes
	Lifts
	Pipe Benders
	Shop Equipment
	Tire Changers
Binks	Spray Equipment
Blackhawk	Creepers
	Lifting
	Shop Presses
Branick	Nitrogen Machines
	Strut Compressors
Camspray	Pressure Washers
CEMB	Aligners
	Tire Changers
	Wheel Balancers
Challenger	Lifts
Champion	Compressors
Chemfree	Parts Washers/Smart Washers
Chief	Frame Machines
	Measuring Systems
	Welders
Chilton	Labor & Repair Manuals
COATS	Lifts
	Tire Changers
	Wheel Balancers
COOL-SPACE	Portable Cooling
Crushproof	Shop Exhaust Systems
Custom Leathercraft	Work Gloves
DeVilbiss	Spray Equipment
Durham MFG	Cabinets
EnergyLogic	Fans
	Heaters
Extreme Tools	Toolboxes
Fill-Rite	Transfer Pumps & Meters
Firepower	Welding
Flexzilla	Air Hoses
	Air Tools
	Extension Cords
Forward Lift	Lifts
GreatNeck	Evaporative Coolers
	Fans
Hein-Werner	Creepers
	Lifting
	Shop Presses

Shop Equipment (continued)

Heli-Coil	Riveters
	Thread Repair Kits
Highland	Aluminum Ramps
Hofmann	Aligners
	Brake Lathes
	Lifts
	Tire Changers
	Wheel Balancers
Homak	Toolboxes
Hopkins	Funnels & Drain Pans
IPA	Specialty Tools
Ken-Tool	Bench Vises
	Tire & Wheel Tools
Lanair	Shop Heaters
Legacy	Air Compressors
	Air Hose
	Air Reels
Lincoln Industrial	Lubrication
	Oil Drains
Lisle	Creepers
	Specialty Tools & Equipment
Magna Torch	Torches
Mahle	A/C Equipment
	Engine Service Equipment
Master Lock	Locks
Mechanix Wear	Gloves
Mityvac	Tools & Test Equipment
Milton Industries	Air Fittings
MotorVac	Vehicle Service Equipment
Mr Heater	Forced-Air Heaters
Murray	A/C Tools & Equipment
OEM	Fans
OTC	Shop Equipment
Peak	Inverters
Portacool	Evaporative Coolers
Power Torque	Air Compressors
Pro-Cut	On-the-Car Brake Lathe
Pulsar	Generators
	Pressure Washers
Reese	Cargo Securing
RhinoGear	Ramps
Robinair	A/C Equipment
	Coolant Service Equipment
Rotary	Lifts
SAS Safety Corp.	Gloves
	Safety Products
SATA	Spray Equipment
Save Phace Welding	Welding Helmets & Accessories
Schumacher	Booster Packs
	Professional Battery Chargers
Sharpe	Spray Equipment
Sunex	Air Tools
	Lift Equipment
	Work Carts
Terralux	LED Worklights
TIF Instruments	A/C Instruments
Traxion	Creepers
Wesco	Drum Dollies

Tools

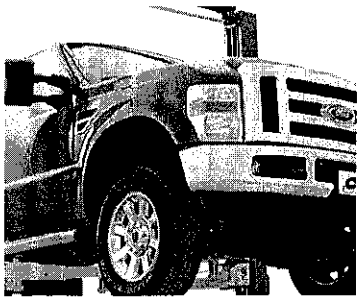
Century Drill & Tool	Drill Bits
	Taps & Dies
GearWrench	Specialty Tools
Ingersoll Rand	Air Tools
Kastar/Lang	Hand & Specialty Tools
Mayhew	Chisels
	Pry Bars
	Punches
Motor Guard	Air Dryers
	Stud Guns

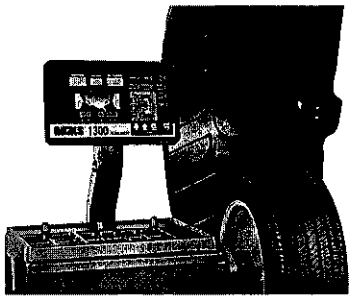
Tools (continued)

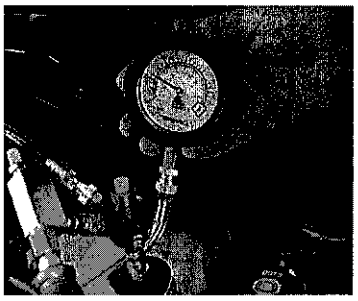
OTC	Specialty Tools
Performance Tool	Air Tools
	Specialty Tools
Power Torque	Hand Tools
	Power Tools
S & G Tool Aid	Specialty Tools
Sheffield	Knives
Specialty Products	Alignment Tools
Sunex	Air Tools
	Impact Sockets
Titan Tools	Hand & Specialty Tools
Tracer	Leak Detection Tools
UltraSteel	Hand & Specialty Tools
Vaper	Blow Guns
	Paint Guns
Whistler	Inspection Cameras
X-Tra Seal	Air Accessories
	Tire Repair
	TPMS Tools

SHOP SUPPLIES

303 Products	Appearance Chemicals
3M	Paint and Body Products
Aiken Chemicals	Purple Power Degreasers
	Purple Power Hand Cleaners
AlumaSeal	Chemicals
Armor All	Protectants
Bar's Leaks	Additives
Bardahl	Chemicals
Beck/Arnley	Antifreeze
	Hydraulic Fluid
	Motor Oil
Berryman	Chemicals
Black Magic	Bleche Wite
Blue Devil	Sealants
Blue Magic	Appearance Chemicals
Bondo	Body Supplies
BrakeBest	Brake Fluid
	Brake Parts Cleaner
Brite Touch	Paint
Carrand	Wash Brushes
Castrol	Gear Oil
	Motor Oil
Champion Brands	Motor Oil
Chevron	Fuel Additives
	Delo Motor Oil
CRC	Chemicals
Crushproof Tubing	Exhaust to Outside of Shop
Damon	Fuel Tank Liner
Dupli-Color	Spray Paint
Eagle One	Appearance Chemicals
EP Minerals	Oil Absorbent
Evap-O-Rust	Rust Remover
Fenco	Drawer Liners
	Fender Covers
Fix-A-Flat	Aerosol Tire Inflators
Fluid Film	Corrosion Control and Lubricant
FPPF	Diesel Additives
Free All	Lubricants
Gasgacinch	Sealers
Gasoila	Sealants
Gates	Hose Clamps
Georgia-Pacific	Washroom Paper Towels
GOJO	Hand Cleaners
Gorilla Glue	Epoxy
	Super Glue
	Tape
Green Grease	Synthetic Grease
Gumout	Chemicals







Shop Supplies (continued)

Gunk	Chemicals
	Floor Cleaners
Heet	Chemicals
Hot Shot's Secret	Diesel Additives
Howes	Diesel Additives
Hy-Per Lube	Additives
Interdynamics	A/C Refrigerants & Service
Irontite	Cooling System & Fuel System Flush
	Sealant
J-B Weld	Adhesive Sealers
	Cold Weld
	Epoxies
Joe's	Hand Cleaners
Johnsen's	Chemicals
K&W	Chemicals
K-Seal	Sealant
Klean-Strip	Chemicals
Kleen-Flo	Chemicals
Krylon	Spray Paint
Legacy Manufacturing	Flexzilla Air Hoses
Lifter-I	Cleaner
LubeGard	Power Steering Fluid
	Transmission Additives
Lubriplate	Grease
Lucas Oil	Chemicals
	Diesel Additives
	Grease
	Marine Lubricants
	Motor Oil
	Slick Mist - Detailers
Marvel Oil	Additives
MasterPro	2 & 4 Cycle oil
	Bar Chain Oil
	Chemicals
	Gear Lube & Grease
	Gear Oil
Mechanix Wear	Gloves
Meguiar's	Cleaners
	Foam Pads
	Odor Eliminators
	Polishes
	Waxes
Mercury Quick Silver	Marine Lubricants
Milton	Air Couplers and Fittings
Mobil 1	Delvac Motor Oil
	Motor Oil - Synthetic
	Grease
Mothers	Appearance Chemicals
Motorcraft	Brake Fluid & Additives
	Motor Oil
	Transmission Fluid
Motorkote	Oil Additives
Mystik	Grease
	Motor Oil
	Marine Lubricants
National	Tape
Nature's Broom	Bio-based Oil Dry
No Touch	Tire Care
Nu Finish	Polish
O'Reilly	Antifreeze
	Brake Fluid
	Brake Parts Cleaner
	Car Wash
	Carb & Choke Cleaner
	Diesel Exhaust Fluid
	Fuel Injector Cleaner
	Hydraulic Fluid
	Motor Oil
	Power Steering Fluid
	Transmission Fluid
	Windshield Washer Fluid
Oil-Dri	Oil Absorbent Products
PB B'laster	Lubricants
	Parts Wash
	Penetrants
Peak	Antifreeze
	Blue DEF Diesel Exhaust Fluid
	Blue DEF Diesel Additives
	Final Charge Antifreeze
	Fleet Charge Antifreeze Diesel
Pennzoil	Motor Oil
Pentosin	Antifreeze
	Brake Fluid
	Hydraulic Fluid
	Transmission Fluid

Shop Supplies (continued)

Perfect Equipment	Wheel Weights
Permatex	Adhesive Sealers
	Hand Cleaner
	Sealing Products
Petoskey Plastics	Paper Floor Mats
	Steering Wheel Covers
	Value Seat Covers
Power Service	Diesel Additives
Prestone	Antifreeze
	Brake Fluid
	Chemicals
	Power Steering Fluid
Prolong	Oil Additives
Pure Guard	Brake Fluid
	Hydraulic Fluid
	Motor Oil
	Transmission Fluid
Rain-X	Additives
	Appearance Chemicals
	Windshield Washer Fluid
Red Line	Gear Oil
Restore	Engine Additives
Rislone	Additives
Royal Purple	Additives
	Transmission Fluid
	Chemicals
	Grease
	Motor Oil
SAS Safety Corp.	Gloves
	Safety Equipment
Schroeder & Tremayne	Applicators
	Brushes
	Detailing Cloths
	Hose Nozzles
	Microfiber Towels
	Shop Towels (Viking)
	Sponges
	Wash Mitts
Scott	Paper Products
Sea Foam	Additives
Shell	Rotella Motor Oil
Simple Green	Cleaners
	Degreaser
Slick 50	Oil & Fuel Additives
Slime	Tire Sealer
Sprayway	Glass Cleaner
STA-BIL	Fuel Additives & Stabilizers
Sta-Lube	Grease
	Lubricants
Stanadyne	Diesel Additives
Stoner	Appearance Chemicals
STP	Chemicals
SuperClean	Cleaning Products
Superior Products	Detailing/Cleaning Products
Talsol Corp	Cleaners
Traction Melt	Ice Melt
TruFuel	Pre-mixed Fuel (40:1 & 50:1)
	4-Cycle Oil
Tub O' Scrub	Hand Cleaner
Tub O' Towels	Heavy-Duty Cleaning Wipes
Turtle Wax	Appearance Chemicals
	Odor Eliminators
Valvoline	Chemicals
	Grease
	Motor Oil
	Transmission Fluid
VersaChem	Sealants & Adhesives
VHT	Paint
WD-40	Lubricants
Windex	Windshield Washer Fluid
Winter-Eez	RV Antifreeze
Xtra Seal	Tire Repair
Zerex	Antifreeze/Coolants
Z-Max	Oil Additives

SPECIALTY PRODUCTS

Agriculture

ANCRA	HD Cargo Management
BrakeBest Select	Electric Trailer Brake Shoes
	Trailer Brake Assemblies & Parts
Fel-Pro	Gaskets
Fill-Rite	Transfer Pumps, Meters & Nozzles
Gates	Belts
	Hoses
	Hydraulics
Goldenrod	Fluid Transfer Filters
Hoppy	Trailer Accessories
Krylon	Farm & Implement Paint
MasterPro	Bearings & Seals
	Trailer Hubs
Mile Marker	4 X 4 Locking Hubs
	Winches
Murray	A/C Compressors
	Radiators
	Water Pumps
National	Bearings & Seals
Optronics	Tractor Lighting
	Trailer Lighting
Peak	Diesel Exhaust Fluid
	Diesel Exhaust Fluid Equipment
Precision	U-Joints & PTO Components
Reese	Towing
Super Start	Batteries
SpeeCo	Draw Bars & Pins
	Hitch Pins
TeraPump	Drum Pumps
	Fuel Transfer Pumps
Wilson	Alternators
	Starters
WIX	Air Filters
	Cabin Filters
	Fuel Filters
	Oil Filters
	Hydraulic Filters

Performance

Accel Ignition
AEM Filters
Airaid Filters
Auto Meter Gauges
Auto Racing Product (ARP)
B&M Transmission Kits
BBK Performance
Bilstein Shocks & Struts
Bully Dog Programmers
Comp Cams
Design Engineering
Edelbrock
Edge Products Programmers
Energy Suspension
Equus Gauges
FLEX-A-LITE Fans
Flowmaster Exhaust
Flowtech Exhaust
Grant Steering Wheels
Holley
Hurst Shifters
Hypertech Performance Programmers
Intellitronix
K&N Filters
Mallory Ignition
Marshall Genuine Products
Mr. Gasket Performance
MSD Ignition
Performance Friction
Pertonix
Russell
Spectre Performance
Superchips
Trail Master Shocks
VDO Gauges

Marine

Attwood Marine Products
Dual-Marine Radios & Speakers
Kidde-Marine Fire Extinguishers
Mercury QuickSilver Marine Lubricants
Sierra Marine Products
Valterra RV Accessories
Wilson Starters & Alternators, Trim & Tilt Motors
WIX Filters

ORIGINAL

O'Reilly AUTO PARTS
PROFESSIONAL PARTS PEOPLE

63 YEARS 1957 · 2020

April 3, 2020

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

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

Dear David and Jackie,

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

We have noted exceptions in our bid response on the following pages:

- **Page 1 of 13** – Paragraph above the Vendor Information
- **Page 2 of 13** – Item 1
- **Page 4 of 13** – Item 1.12
- **Page 5 of 13** – Item 2.4
- **Page 6 of 13** – Item 2.9
- **Page 7 of 13** – Item 2.16
- **Page 11 of 13** – Third and fourth sentences.

Respectfully,

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