

BID TABULATION - AUTO PARTS AND SUPPLIES

AUTOMOTIVE PARTS AND SUPPLIES 2016 BID OPENING DATE 4-26-16		FACTORY MOTOR PARTS	REUTHER FORD	O'REILLY AUTO PARTS	AUTO TIRE & PARTS	PEVELY PLAZA A/P	WEIR CHEVROLET BUICK GMC	WEIR WHOLESALE PARTS	WEIR CHRYSLER WHOLESALE
MINIMUM DOLLAR AMOUNT OF ORDER IF ANY	N/A	12390 LINDBERGH BUSINESS CTR ST. LOUIS MO 63123	1325 MCNUITT ST HERCULANEUM MO 63048	233 S PATTERSON SPRINGFIELD MO 65802	120 FLETCHER ST DESOTO MO 63020	#20 GANNON SQ PEVELY MO 63070	1107 S MAIN RED BUD IL 62278	1107 S MAIN RED BUD IL 62278	1107 S MAIN RED BUD IL 66278
LENGTH OF TIME BETWEEN ORDER AND DELIVERY FOR STOCK ITEMS	SAME/NEXT DAY (ROUTE LEAVES 9 AND 12:30)		2-3 HRS	1 HOUR ON MOST STOCK ITEMS NEXT DAY ON MOST NON-STOCK ITEMS	N/A	1 HOUR OR LESS	TWICE A DAY DELIVERY	NEXT BUSINESS DAY	NEXT BUSINESS DAY
DISCOUNT HOLD DATE TO REMAIN IN EFFECT UNTL	1 YEAR FROM AWARD DATE		4/20/2017	N/A	N/A	N/A	1 YEAR	1 YEAR	1 YEAR
In an emergency can we call you after regular hours (Y/N)?	N		Y	Y	Y	N/A	Y	Y	Y
If yes, name and number of party to call			WARREN ROBINSON 314-704-7622	WILL BE PROVIDED UPON AWARD	DENNIS LONG 573-382-1841		LEAVE VOICEMAIL 800-334-1379	LEAVE VOICEMAIL 800-717-8831	LEAVE VOICEMAIL 1-855-596-2933
<b>BID ONE DISCOUNT FOR ITEMS LISTED</b>									
ELECTRICAL COMPONENTS (WATER PUMP, RADIATORS, HOSES, ETC)			25.00%	LIST LESS 41% OR BETTER		30.00%	32.00%	27.00%	28.00%
COOLING SYSTEM COMPONENTS (PADS, ROTORS, DRUMS, CALIPERS, ETC)			25.00%	LIST LESS 41% OR BETTER		30.00%	32.00%	27.00%	28.00%
BRAKE COMPONENTS (PADS, ROTORS, DRUMS, CALIPERS, ETC)			25.00%	LIST LESS 41% OR BETTER		30.00%	32.00%	27.00%	28.00%
SUSPENSION AND STEERING PARTS			25.00%	LIST LESS 41% OR BETTER		30.00%	32.00%	27.00%	28.00%
EXHAUST COMPONENTS			25.00%	LIST LESS 41% OR BETTER		30.00%	32.00%	27.00%	28.00%
ENGINE COMPONENTS			25.00%	LIST LESS 41% OR BETTER		30.00%	32.00%	27.00%	28.00%
AIR CONDITIONING			25.00%	LIST LESS 41% OR BETTER		30.00%	32.00%	27.00%	28.00%
BATTERIES			20.00%	LIST LESS 41% OR BETTER		30.00%	32.00%	10.00%	28.00%
AUTO AND LIGHT TRUCK OIL FILTERS			30.00%	LIST LESS 41% OR BETTER		50.00%	32.00%	27.00%	28.00%
AUTO AND LIGHT TRUCK OIL AIR FILTERS			30.00%	LIST LESS 41% OR BETTER		50.00%	32.00%	27.00%	28.00%

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AUTO AND LIGHT TRUCK FUEL FILTERS		12330 LUNDBERGH BUSINESS CTR. ST. LOUIS MO 63123	1325 MCNUITT ST HERCULANUM MO 63048	233 S PATTERSON SPRINGFIELD MO 65802	120 FLETCHER ST DESOTO MO 63020	#20 GANNON SQ PEVELY MO 63070	1107 S MAIN RED BUD IL 62278	1107 S MAIN RED BUD IL 62278	1107 S MAIN RED BUD IL 66278
HEAVY TRUCK AND EQUIPMENT OIL FILTERS			30.00%	LIST LESS 41% OR BETTER		50.00%	32.00%	27.00%	28.00%
HEAVY TRUCK AND EQUIPMENT AIR FILTERS			25.00%	LIST LESS 41% OR BETTER		50.00%	32.00%	27.00%	28.00%
HEAVY TRUCK AND EQUIPMENT FUEL FILTERS			25.00%	LIST LESS 41% OR BETTER		50.00%	32.00%	27.00%	28.00%
EQUIPMENT TOOLS			25.00%	LIST LESS 41% OR BETTER		10.00%	N/A	N/A	N/A
VARIOUS ITEMS	25.00%		25.00%	LIST LESS 41% OR BETTER		30.00%	20% ON ACCESSORIES	10.00%	28.00%
<b>REQUIRED DOCUMENTS</b>									
NOTARIZED WORK AFFIDAVIT COMPLETED	Y	Y	Y	Y	Y	N	Y	Y	Y
E-VERIFICATION DOCUMENTATION (Y/N):	N	N	N	N	N	N	N	N	N
COPY OF INSURANCE PROVIDED	N	Y	Y	Y	Y	Y	Y	Y	Y
TAX RECEIPTS OR NOTARIZED LETTER STATING NO REAL OR PERSONAL PROPERTY OWNED IN JEFFERSON COUNTY	N	N	Y	Y	Y	N	N	N	N
COOPERATIVE BID FORM (Y/N)	Y	Y	Y	Y	Y	Y	Y	Y	Y
COOPERATIVE CONTACT INFO:	Y	Y	Y	Y	Y	Y	Y	Y	Y
COMPANY INFORMATION AND SIGNATURE	Y	Y	N	N	N	Y	Y	Y	Y
BID DEPOSIT REQUIRED	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
COMMENTS:	THEY HAVE GIVEN DIFFERENT DISCOUNT PRICES DEPENDING ON THE BRAND. SEE ATTACHED CHANGES PG 1, 4, 5, 7, 11 SEE ATTACHED LIST DISCOUNT PRICES CAN CHANGE AND BE HIGHER DEPENDING ON THE LINE.								

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					HAS NOTARY SIGNATURE BUT NO SEAL			



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

**Invitation for Bid:** AUTOMOTIVE PARTS AND SUPPLIES  
2016

**Date Issued:** 3-28-2016

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, APRIL 26, 2016, AT 2:00 P.M. LOCAL TIME.

**Specification**

**Contact:**

DAVID MIKUSCH  
 Manager- Fleet Services  
 636-797-6017  
 dmikusch@jeffcomo.org

**Contract**

**Contact:**

VICKIE PRATT  
 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:**

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:**

Factory Motor Parts Dana Carney  
 Company Name Authorized Agent (Print)  
 12330 Lindbergh Bus Ctr Dana Carney  
 Address Signature  
 St Louis Mo 63123 Fleet Contract Spec.  
 City/State/Zip Code Title  
 719 599 0237 4/4/16 41-0639421  
 Telephone # Date Tax ID #  
 d.carney@fmpaa.com 719-599-0237  
 E-mail Fax #

LINE	DESCRIPTION	LIST DISCOUNT
ACDELCO	IGNITION	48%
DENSO	IGNITION	61%
MOTORCRAFT	IGNITION	33%
MPA	IGNITION	61%
STANDARD	IGNITION	59%
WAGNER	IGNITION	71%
ACDELCO	COOLING	44%
FVP	COOLING	65%
CONTINENTAL	COOLING	59%
MOTORAD	COOLING	61%
MOTORCRAFT	COOLING	31%
ACDELCO	BRAKES	48%
CENTRIC	BRAKES	68%
FVP	BRAKES	68%
MOTORCRAFT	BRAKES	31%
WAGNER	BRAKES	71%
ACDELCO	SUSPENSION/STEERING	44%
ATSCO	SUSPENSION/STEERING	58%
KYB	SUSPENSION/STEERING	66%
MONROE	SUSPENSION/STEERING	56%
MOOG	SUSPENSION/STEERING	66%
MOTORCRAFT	SUSPENSION/STEERING	26%
MAGNAFLOW	EXHAUST	41%
FELPRO	ENGINE	63%
ACDELCO	AIR CONDITIONING	46%
GPD	AIR CONDITIONING	51%
MOTORCRAFT	AIR CONDITIONING	36%
ACDELCO	BATTERIES	38%
FVP	BATTERIES	69%
MOTORCRAFT	BATTERIES	9%
ACDELCO	OIL FILTERS	61%
FVP	OIL FILTERS	72%
MOTORCRAFT	OIL FILTERS	48%
WIX	OIL FILTERS	56%
ACDELCO	AIR FILTERS	56%
FVP	AIR FILTERS	72%
MOTORCRAFT	AIR FILTERS	48%
WIX	AIR FILTERS	56%
ACDELCO	FUEL FILTERS	56%
FVP	FUEL FILTERS	72%
MOTORCRAFT	FUEL FILTERS	48%
WIX	FUEL FILTERS	56%
WIX	HEAVY EQUIP OIL	56%
WIX	HEAVY EQUIP AIR	56%
WIX	HEAVY EQUIP FUEL	56%
VARIOUS	EQUIPMENTS	VARIED
VARIOUS	OTHER	25%



**JEFFERSON COUNTY**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
 729 MAPLE ST / PO BOX 100  
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**ORIGINAL**

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**2016**

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, APRIL 26, 2016, AT 2:00 P.M. LOCAL TIME.

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 Contact:**

**DAVID MIKUSCH**  
 Manager- Fleet Services  
 636-797-6017  
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**Contract  
 Contact:**

**VICKIE PRATT**  
 Department of Administrative Services  
 636-797-5380

**SAMPLE ENVELOPE**

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

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

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

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

**Vendor  
 Information:**

~~O'REILLY AUTOMOTIVE STORES, INC.~~  
 dba O'REILLY AUTO PARTS Vanessa Creech  
 Company Name Authorized Agent (Print)

233 S. Patterson (Vanessa Creech)  
 Address Signature

Springfield MO 65802 Bid Analyst II  
 City/State/Zip Code Title

417-829-5879 4/21/16 44-0618012  
 Telephone # Date Tax ID #

probids@oreillyauto.com 800-925-0899  
 E-mail Fax #

**1.10 INCORPORATION OF DOCUMENTS:**

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

**1.11 ADDENDA:**

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

**1.12 INSURANCE:**

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

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

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

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

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

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

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

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

**1.13 BID SUBMISSIONS**

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

**1.14 BID OPENINGS**

Bids will be publicly opened and read aloud at the time indicated on page 1. The Bidders and the public are invited but not required to attend the formal opening of the bids. No decisions relating to the award of a contract or agreement will be made at the opening.

**1.15 BID TABULATIONS**

Bid Tabulations are not available for 5 to 7 business days following the Bid Opening. Bid submissions are open for public review at the time of the Bid Opening. Bid tabulations are posted on the County's web-site address, [www.jeffcomo.org](http://www.jeffcomo.org). **NO COPIES** of bid tabulations are sent to vendors.

**2.0 BID RESPONSE AND CONTRACT**

**2.1 BIDDER REPRESENTATIONS:**

The Bidder, by executing the Bid form certifies that:

- A. The bid complies with Invitation for Bid form and Bid Specifications.
- B. Bidder is not debarred or suspended from participation in Federal Assistance programs.

**2.2 TAXES:**

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

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

**2.3 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

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

~~2.4 PRICE:~~

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

*Discounts will remain firm for the contract period. Prices are subject to change with industry fluctuations. Due to the number of manufacturers O'Reilly represents notice of price change to*

**2.5 MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:**

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

*UJC*



**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)~~ <sup>thirty (30)</sup> 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.

# SPECIFICATIONS

**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 Heavy Fleet garage located at 5275 Highway B, Hillsboro, MO 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.**

~~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 1 hour on most stocked items  
next day on most non-stock items

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

If so, name of party to call Will be provided upon award Telephone number \_\_\_\_\_

Supplier Comments:

FOR COMPLETE PARTS  
LOOK UP AND PRICING.  
PLEASE VISIT US AT:  
[www.firstcallonline.com](http://www.firstcallonline.com)

## Requests for Exceptions or Deviations

The following requested changes/exceptions have also been attached in the form of redline changes to the general conditions, instructions to bidders, scope of work, etc. Please feel free to contact Vanessa Creech with any questions or concerns about these requested changes. If necessary, a member of the O'Reilly legal team can be available for a conference call to review any of the requests and to negotiate mutually agreeable language.

**Cover Page:** Change "prices" to "discounts". Delete last sentence and replace with: "Discounts will remain firm. Prices are subject to change without notice."

**Bid Requirements, Section 1.12 Insurance:** Delete last part of the next to last sentence in the first paragraph. Delete Section B. Professional Liability Insurance.

**Bid Requirements, Section 2.4 Price:** Deleted. Discounts will remain firm for the contract period. Prices are subject to change with industry fluctuations. Due to the number of manufacturers O'Reilly represents, notice of price change is not available. For complete parts look up and pricing, please visit us at [www.firstcallonline.com](http://www.firstcallonline.com).

**Bid Requirements, Section 2.16 Termination, Item A:** Change "sixty (60)" to "thirty (30)" and delete second part of last sentence. Contractor cannot agree to cover additional costs the County may incur based on situations that are out of the Contractor's control, (examples: manufacturer shortages, industry changes, etc.)

**Bid Requirements, Section 2.16 Termination, Item D-2:** Delete the last part of the next to last sentence. Contractor cannot agree to cover additional costs the County may incur based on situations that are out of the Contractor's control, (examples: manufacturer shortages, industry changes, etc.)



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

**Invitation for Bid: AUTOMOTIVE PARTS AND SUPPLIES Date Issued: 3-28-2016**  
**2016**

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, APRIL 26, 2016, AT 2:00 P.M. LOCAL TIME.

**Specification Contact:**  
**DAVID MIKUSCH**  
 Manager- Fleet Services  
 636-797-6017  
 dmikusch@jeffcomo.org

**Contract Contact:**  
**VICKIE PRATT**  
 Department of Administrative Services  
 636-797-5380

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

SAMPLE ENVELOPE

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

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

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

**Vendor Information:**

Auto Tire & Parts Co.	Michael Himmelberg
Company Name	Authorized Agent (Print)
120 Fletcher St.	
Address	Signature
Desoto MO 63020	VP
City/State/Zip Code	Title
636-586-8844	43-0865285
Telephone #	Date Tax ID #
	636-586-1433
E-mail	Fax #

<u>DESCRIPTION</u>	<u>% DISCOUNT OFF OF LIST PRICE</u>
<u>ELECTRICAL COMPONENTS</u>	
ALTERNATORS	56%
STARTERS	45%
LIGHTS	60%
WIRING	60%
SENSORS	60%
SWITCHES	60%
LIGHT BULBS	52%
COILS	52%
IGNITION COMPONENTS	60%
<u>COOLING SYSTEM</u>	
WATER PUMPS	39%
RADIATORS	40%
HOSES	62.5%
<u>BRAKE COMPONENTS</u>	
PADS	61.32%
ROTORS	52.60%
DRUMS	37.00%
CALIPERS	40.00%
<u>SUSPENSION STEERING PARTS</u>	40%
<u>EXHAUST COMPONENTS</u>	50%
<u>ENGINE COMPONENTS</u>	60%
<u>AIR CONDITIONING</u>	40%
<u>BATTERIES</u>	40%
HD BATTERIES	59%
AUTOMOTIVE BATTERIES	40%
<u>AUTO &amp; LIGHT TRUCK OIL FILTERS</u>	MINIMUM 78%
<u>AUTO &amp; LIGHT TRUCK AIR FILTERS</u>	75.10%
<u>AUTO &amp; LIGHT TRUCK FUEL FILTERS</u>	74.40%
<u>HEAVY TRUCK &amp; EQUIPMENT OIL FILTERS</u>	78.60%
<u>HEAVY TRUCK &amp; EQUIPMENT AIR FILTERS</u>	79.01%
<u>HEAVY TRUCK &amp; EQUIPMENT FUEL FILTERS</u>	79.12%
<u>EQUIPMENT AND TOOLS</u>	33%
<u>% DISCOUNT ON ALL OTHER PARTS</u>	33%



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**Vendor  
 Information:**

<u>PEVELY PLAZA AUTOMATS DARVIN PAULEY</u>	
Company Name	Authorized Agent (Print)
<u>#20 GANNON SQUARE</u>	
Address	Signature
<u>PEVELY MO. 63070</u>	<u>SALES REPRESENTATIVE</u>
City/State/Zip Code	Title
<u>636-475-6200/314-402-3959</u> <sup>CELL</sup>	
Telephone #	Date
<u>DPAULEY@LOWE AUTO. COM</u>	<u>314-725-0199</u>
E-mail	Fax #

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

<u>Description</u>	<u>Per Cent Discount off of List Price</u>
Electrical Components (alternators, starters, lights, wiring, sensors, Switches, light bulbs, coils, ignition components, etc.)	<u>30%</u>
Cooling system components (water pumps, radiators, hoses, etc.)	<u>30%</u>
Brake Components (pads, rotors, drums, calipers, etc.)	<u>30%</u>
Suspension and Steering Parts	<u>30%</u>
Exhaust Components	<u>30%</u>
Engine Components	<u>30%</u>
Air Conditioning Components	<u>30%</u>
Batteries	<u>30%</u>
Auto and Light Truck oil filters	<u>50%</u>
Auto and Light Truck air filters	<u>50%</u>
Auto and Light Truck fuel filters	<u>50%</u>
Heavy Truck and Equipment Oil Filters	<u>50%</u>
Heavy Truck and Equipment Air filters	<u>50%</u>
Heavy Truck and Equipment Fuel filters	<u>50%</u>
Equipment and tools	<u>10%</u>
% discount on all other parts, supplies, and accessories	<u>30%</u>

THESE DISCOUNTS ARE  
MINIMUM AND SOMETIMES  
WILL BE HIGHER, DEPENDING  
ON THE LINE.