

20 -2015

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

20th

day of

January

20

15

the following, among other proceedings, were had, viz:

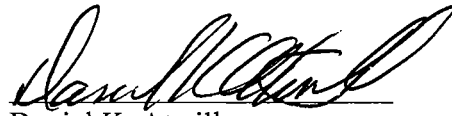
Now on this day the County Commission of the County of Boone does hereby award bid 53-02DEC14 – Shop Fluids Term & Supply to Champion Brands LLC.

The terms of the bid award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

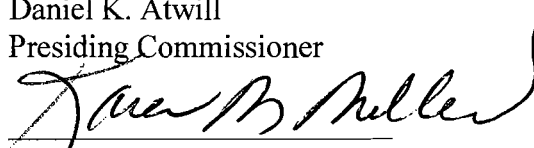
Done this 20th day of January, 2015.

ATTEST:

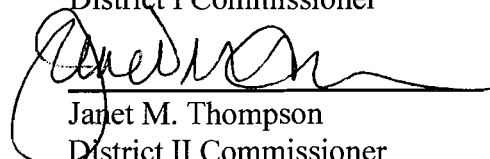
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

20-2015

Boone County Purchasing

Amy Robbins
Senior Buyer



613 E. Ash Street, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Amy Robbins, Senior Buyer
DATE: January 12, 2015
RE: 53-02DEC14 – Shop Fluids Term & Supply

53-02DEC14 – Shop Fluids Term & Supply opened on December 9, 2014. Five bids were received and Public Works recommends award to Champion Brands LLC for offering the lowest responsive bid for Boone County.

This is a term and supply contract and invoices will be paid from department 2040 – Public Works Maintenance Operations, account 59050 – Engine Fluids. \$35,460.00 was budgeted for this contract in 2015.

ATT: Bid Tabulation

cc: Greg Edington, Public Works
Bid File

20-2015

63-02DEC14 - Shop Fluids Term

REQUISITION				Champion Brands SPECS REC'D		EXT PRICE (Qty x Unit Price)
ITEM #	Unit of Measure	DESCRIPTION	QTY	Proposed Brand	UNIT PRICE	
4.8.1.	GAL.	Universal Tractor Fluid	1,000	Champion 4600	6.68	\$6,680.00
4.8.2.	GAL	15W-40 (Extended Service) Hydraulic Oil (ISO-40)	2,750	Champ. All Fleet T.	9.75	\$26,812.50
4.8.3.	GAL	Coolant (Dist.Cool or equal)	500	Champ. 46	5.83	\$2,915.00
4.8.4.	GAL	Universal 50/50	60	Champion	4.81	\$288.60
4.8.5.	GAL	(Extended Life) 50W50 Gear Lubricant	110	Peak Final Change (Champion Syn 75W90)	10.04	\$1,104.40
4.8.6.	QTS		50		10.40	\$520.00
4.8.7.	BOXES	Grease (Cartridge) NLGI #2	36	Champ. Poly 7	24.10	\$867.60
4.8.8.	BOXES	Grease (Cartridge) NLGI	4	Royal 865M	28.92	\$115.68
4.8.9.	BARREL	130 LBS Grease NLGI #2	1	Champ. Poly 7	286.34	\$286.34
4.8.10.	GAL	Automatic Transmission Fluid	440	Champion Global Trans	14.22	\$6,256.80
4.8.11.	1 QT Container	0W-20	60	Champion SynGold 0W20	3.65	\$219.00
4.8.12.	55 GAL Drum	15W-40	2	Champion All Fleet T - Did \$10.68 Gal; used to calculate drum price	1,082.40	\$2,164.80

20-2015

53-02DEC14 - Shop Fluids Term

BID TABULATION				Champion Brands SPECS REC'D		EXT PRICE	
ITEM #	Unit of Measure	DESCRIPTION	QTY	Proposed Brand	UNIT PRICE	(Qty x Unit Price)	
4.8.13.	1 QT Container	5W-20	60	SynClean 5W20	2.18	\$130.80	
4.8.14.	1 QT Container	5W-30	120	SynClean 5W30	2.16	\$261.60	
4.8.15.	1 QT Container	10W-30	120	SynClean 10W30	2.07	\$248.40	
4.8.16.	1 QT Container	Steering Fluid	60	Champ. P.S. Fluid	2.45	\$147.00	
4.8.17.	55 GAL Drum	Propylene Glycol (50/50)	5	RVAF-50 - But \$2.61 / Gals used to calculate drum price	143.53	\$717.75	
4.8.18.	5 GAL Container	Propylene Glycol (50/50) Thick	10	Splash RVAF- 50	13.98	\$139.80	
4.8.19.	2.5 GAL Container	Exhaust Fluid	50	Peak Blue Def	7.74	\$387.00	
4.8.20.	GAL	Discal Exhaust Fluid - Bladder seal	1980	Peak Blue Def	1.46	\$2,890.80	
4.8.21.	TOTAL (4.8.1 - 4.8.20.)						\$53,153.97
4.9.	Maximum % Increase / Decrease for any renewal period					8%	
4.9.1.	Minimum discount from bid for all products introduced after inception of the contract and all existing products not specified herein					8%	
4.10.	Delivery ARO					Within 2 weeks	
4.11.	Cooperative Purchasing (Y or N)					Y	

**PURCHASE AGREEMENT
FOR
SHOP FLUIDS TERM & SUPPLY**

THIS AGREEMENT dated the 20th day of January 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Champion Brands LLC**, herein "Contractor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents - This agreement shall consist of this Purchase Agreement, County of Boone Request for Bid for **Shop Fluids Term & Supply**, bid number **53-02DEC14**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, any applicable addenda, the unexecuted Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated **November 24, 2014** and executed by **R.S. Pereles** on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, this Purchases Agreement, the Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms and Conditions, and applicable Addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **date of award and extend through June 30, 2015** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **five (5) additional six-month periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis for a maximum of six (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Basic Services - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with **Shop Fluids**. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to provide the items within 2 weeks after receipt of order as specified and as agreed to in the bid specifications.

5. Billing and Payment - All billing shall be invoiced to Boone County Public Works Department, 5551 Tom Bass Rd., Columbia, MO 65201. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt, all monthly statements must also have copies of applicable invoices; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

20-2015

6. Binding Effect - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

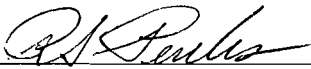
7. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

8. Termination - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

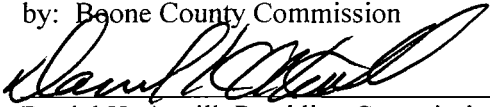
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.


CHAMPION BRANDS LLC

by 
 title General Manager
 address 1001 Golden Drive
Clinton, MO 64735

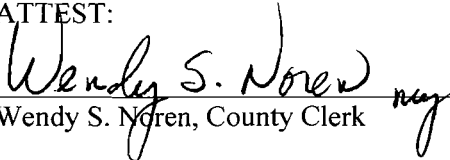
BOONE COUNTY, MISSOURI

by: Boone County Commission

 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

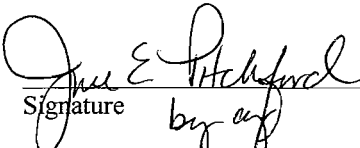

 County Counselor

ATTEST:


 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)


 Signature by afj

1/13/15
 Date

2040 / 59050 Term and Supply
 No Encumbrance Required
 Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

4. REVISED Response Form for RFB #53-02DEC14 - Shop Fluids Term & Supply

4.1. Company Name: Champion Brands, LLC

4.2. Address: 1001 Golden Drive

4.3. City/Zip: Clinton, MO 64735

4.4. Phone Number: 660-885-8151 (Sales Rep = Gary Long @ 660-221-8501)

4.5. Fax Number: 660-885-2867

4.6. Federal Tax ID: 43-1790642

4.6.1. Corporation
 Partnership - Name LLC
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

Rec'd
12/11

12/10/14
3:50pm
- left voicemail requesting spec sheets

4.7. PAYMENT

4.7.1. Prompt Payment Terms: Net 30

4.7.2. Will you accept automated clearinghouse (ACH) for payment of invoices?
no

4.8. Pricing - please bid by unit of measure listed in this table

ITEM #	Unit of Measure	DESCRIPTION	Proposed Brand	QTY	UNIT PRICE	EXT PRICE (Qty x Unit Price)
* 4.8.1.	GAL	Universal Tractor Fluid 4000 AB	Champion 4000	1,000	\$ 6.68	\$ 6,680.00
* 4.8.2.	GAL	15W-40 (Extended Service) 4158 AB	Champ. All Fleet T	2,750	\$ 9.75	\$ 26,812.50
4.8.3.	GAL	Hydraulic Oil (ISO-46) 4019 AB	Champ. 46	500	\$ 5.83	\$ 2,915.00
4.8.4.	GAL	Coolant (DexCool or equal) 4116 F	Champ Universal Salsol	60	\$ 4.81	\$ 288.70
4.8.5.	GAL	Coolant (Extended Life) 50/50 FAX AB 57	Peak Final Charge	110	\$ 10.04	\$ 1,103.88
4.8.6.	QTS	Gear Lubricant 4314 H	Champ. Syn 75W90	50	\$ 10.40	\$ 519.91
4.8.7.	BOXES	Grease (Cartridge) NLGI #2 4050 T	Champ Poly 7	36	\$ 24.10	\$ 867.60
* 4.8.8.	BOXES	Grease (Cartridge) NLGI 95T1AT	Royal 865M 5% Poly	4 boxes	\$ 28.92	\$ 115.68
* 4.8.9.	120 lb. barrel	Grease NLGI #2 4050 C	Champ. Poly 7	1	\$ 286.34	\$ 286.34
* 4.8.10.	GAL	Automatic Transmission Fluid 4357A	Champ Global Trans	440	\$ 14.22	\$ 6,256.80
4.8.11.	1 QT container	0W-20 4429 H	Champ SynGold 0W20	60	\$ 3.65	\$ 219.00
* 4.8.12.	55 GAL	5W-40 4173 A	Champ All Fleet T	10 2	\$ 108.20	\$ 2,164.80
4.8.13.	1 QT container	5W-20 4230 H	SynClean 5W20	60	\$ 2.18	\$ 130.50
4.8.14.	1 QT container	5W-30 4231 H	SynClean 5W30	120	\$ 2.18	\$ 261.60
4.8.15.	1 QT container	10W-30 4232 H	SynClean 10W30	120	\$ 2.07	\$ 248.40
4.8.16.	1 QT container	Power Steering Fluid 4182 H	Champ. P.S. Fluid	60	\$ 2.45	\$ 147.00

Gal. \$1082.40/dru

* Product sheet Attached

5 drums x 55gal per drum = \$143.55

4.8.17.	55 GAL	Propylene Glycol (50/50) CBRVAF	Champ RVAF -50	75	\$2.61	\$ 717.75
4.8.18.	5 GAL container	Propylene Glycol (50/50) 619527	SPLASH RVAF -50 * 6/1G Cases	10	13.98 \$139.80	\$ 139.80
4.8.19.	2.5 GAL container	Diesel Exhaust Fluid	Peak Blue Def	50	\$ 7.74	\$ 387.00
4.8.20.	GAL	Diesel Exhaust Fluid - Bladder skid mounted.	Peak Blue Def	1980	\$1.46	\$ 2,897.57
4.8.21.			TOTAL (4.8.1 - 4.8.20.)			\$ 53,159.83

4.9. Maximum Percentage Increase or decrease for any renewal period
8 %


4.9.1. Minimum discount from list for all products introduced after inception of the contract and all existing products not specified herein:
8 %

4.10. Delivery Date ARO: Within 2 weeks

4.11. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?
 Yes No

4.12. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

4.12.1. Type or Print Signed Name:
R. S. Perles

4.12.2. Authorized Representative (Sign By Hand):


4.12.3. Today's Date: 11-24-2014



BOONE COUNTY, MISSOURI
Request for Bid #: 53-02DEC14 – Shop Fluids Term & Supply

ADDENDUM #1 - Issued November 20, 2014

This addendum is issued in accordance with the Request for Bid and is hereby incorporated into and made a part of the Request for Bid documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's Bid Response.

Scope of Work for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

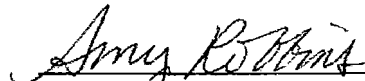
- I. The County has updated the Response Form for the bid and it is attached as part of this addendum.

Items changed include the following:

- a. 4.8.7. Description updated to read, "Grease (Cartridge) NLGI #2."
- b. 4.8.8. Quantity updated to read, "4 boxes."
- c. 4.8.9. Unit of Measure updated to read, "120 lb. barrel," Description updated to read, "Grease NLGI #2."
- d. 4.8.12. Unit of Measure changed from, "1 QT container," to, "55 GAL," and Quantity changed from, "60," to, "110."

Bidders are instructed to replace the original Response Page with the Revised Response Page attached and to submit the Revised Response Page with their bid response in lieu of the original.

By:


Amy Robbins
Senior Buyer

OFFEROR has examined copy of **Addendum #1** to Request for Bid **53-02DEC14 – Shop Fluids Term & Supply** receipt of which is hereby acknowledged:

Company Name:

Champion Brands

Address:

P.O. Box 645 Clinton, MO 64735

Phone Number:

660-221-8501

Fax Number:

660-885-2867

E-mail:

glong@championbrands.com

Authorized Representative Signature:

Rick Perelles

Date:

12-1-14

Authorized Representative Printed Name:

Rick Perelles



BOONE COUNTY, MISSOURI
Request for Bid #: 53-02DEC14 – Shop Fluids Term & Supply

ADDENDUM #2 - Issued November 24, 2014

This addendum is issued in accordance with the Request for Bid and is hereby incorporated into and made a part of the Request for Bid documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's Bid Response.

Scope of Work for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

I. The County has received the following question and is providing a response:

Question: *Are the quantities shown on the Response Form what the County expects to use annually or in a 6-month contract period?*

Response: *The quantities are based on a calendar year's usage.*

By: *Amy Robbins*
Amy Robbins
Senior Buyer

OFFEROR has examined copy of **Addendum #2** to Request for Bid **53-02DEC14 – Shop Fluids Term & Supply** receipt of which is hereby acknowledged:

Company Name: *Champion Brands*
Address: *P.O. Box 645 Clinton, MO 64735*
Phone Number: *660 221 8501* Fax Number: *660-885-2867*
E-mail: *glong@championbrands.com*
Authorized Representative Signature: *Rick Perelles* Date: *12-1-14*
Authorized Representative Printed Name: *RICK PERELLES*

AMM Amy Robbins



BOONE COUNTY, MISSOURI
Request for Bid #: 53-02DEC14 – Shop Fluids Term & Supply

ADDENDUM #3 - Issued November 25, 2014

This addendum is issued in accordance with the Request for Bid and is hereby incorporated into and made a part of the Request for Bid documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's Bid Response.

Scope of Work for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

- I. The County is extending the bid submission deadline to **Tuesday, December 9, 2014**.
The bid submission address and time remain the same.

By: Amy Robbins
Amy Robbins
Senior Buyer

OFFEROR has examined copy of **Addendum #3** to Request for Bid **53-02DEC14 – Shop Fluids Term & Supply** receipt of which is hereby acknowledged:

Company Name:

Champion Brands

Address:

P.O. Box 645 Clinton, MO 64735

Phone Number:

660 221 8501

Fax Number:

660-885-2867

E-mail:

glong@championbrands.com

Authorized Representative Signature:

Rick Perles

Date: 12-1-14

Authorized Representative Printed Name:

Rick Perles

(Please complete and return with Contract)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

R. S. Perez Les General mgr CHAMPION BRANDS

Name and Title of Authorized Representative

R. S. Perez Les

Signature

11-24-2014

Date

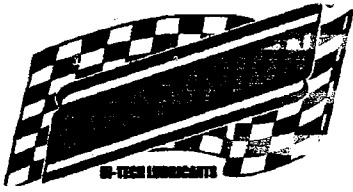
STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.

19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



12-5-2014

***OPTIONS to
2.2.10 Transmission Fluid***

Valvoline Max Life Automatic Transmission Fluid

Suitable for use where specified

Dexron VI, Mercon V, LV, SP

See attached sheet for full listing

\$27.77 per case 6/1 qts per case = \$4.63 per qt

Pennzoil Dexron VI

\$35.67 per case 6/1 qts per case = \$5.95 per qt

Motorcraft Mercon V

\$51.88 per case 12/1 qts per case = \$4.32 per qt

Motorcraft Mercon SP

\$61.88 per case 12/1 qts per case = 5.16 per qt

Motorcraft Mercon LV

\$48.75 per case 12/1 qts per case = \$4.06

Champion Brands

PO Box 645

Clinton, Mo 64735

Gary H. Long

660-221-8501



Product Information

A PRODUCT OF VALVOLINE

MAXLIFE™ DEX/MERC ATF

Valvoline MaxLife™ DEX/MERC ATF (Automatic Transmission Fluid) is the first fluid of its kind that is specifically formulated for the broadest range of today's technologically sophisticated automatic transmissions. It is formulated with synthetic base stocks, unique seal conditioners, long-life friction modifiers, special anti-wear additives, and shear stable viscosity modifiers, among other components to fight the four major causes of transmission breakdown: leaks, slippage, shudder and gear wear.

Valvoline has conducted extensive in-house testing, independent lab testing, and field-testing to support MaxLife ATF performance in the broadest range of transmissions; however, it should be noted that MaxLife ATF is not a OEM licensed product. The respective vehicle manufacturers have neither evaluated nor endorsed MaxLife ATF in these applications. If an OEM licensed product is preferred we recommend Valvoline DEXRON® VI, Valvoline ATF+4® and Valvoline MERCON®V for the corresponding applications.

The Valvoline MaxLife™ ATF Advantages:

- Synthetic fluid
- Conditions transmission seals to prevent leaks
- Reduces varnish formation and wear
- Our best anti-shudder performance
- Improves and maintains smooth shifting longer than conventional automatic transmission fluids
- Superior anti-shudder performance
- Provides excellent flow properties at low temperatures and greater film protection at high temperatures
- Maximizes the life of higher mileage transmissions

Performance Levels

Suitable for use in:

Ford MERCON®, MERCON®V, MERCON®SP and MERCON®LV applications
 GM DEXRON®-II, DEXRON®-III and DEXRON®-VI applications
 Nissan/Infiniti Matic D, Matic J, Matic K, and Matic S applications
 Mitsubishi Diamond SP-II and SP-III applications
 Hyundai/ KIA SP-II, SP-III, SP-IV and SPH-IV applications
 Subaru ATF and ATF-HP applications
 Toyota/Lexus Type T, T-III, T-IV and WS
 Honda/Acura ATF-Z1 (except in CVTs) applications
 Allison C4 and TES-389 applications
 Mercedes Benz NAG1 applications
 Volvo passenger car applications and STD 1273.41
 Volkswagen TL52162

The above constitutes only a partial list of applications approved by Valvoline. Please contact us at 1-800-Team-VAL for additional applications.

Valvoline does not recommend MaxLife ATF for use in most continuously variable transmissions (CVTs) and in dual clutch transmissions (DCTs) unless specifically noted, nor in automatic transmissions where Ford Type F fluids are recommended.

Valvoline stands behind all of its products, including MaxLife ATF. Use of MaxLife ATF in transmissions where recommended by Valvoline WILL NOT void the vehicle's warranty. In the unlikely event that you or your customer experiences any transmission damage while using MaxLife ATF in a Valvoline recommended application, please contact Valvoline at 1-800-Team-VAL for assistance.

Test	Typical Property
Viscosity @ 100°C, cSt	5.91
Viscosity @ 40°C, cSt	28.82
Viscosity Index	156
Specific Gravity @ 60°F	0.843
Pour Point, °C,	-48
Brookfield Viscosity @ -40°C, cP	10200
Flash Point, COC, °C	202
ASTM Color	7
Appearance	Red

Effective Date: 2012.09.14

Replaces: 2012.03.30

Thom Smith

Doc #-Rev 16



4.8.1

CHAMPION 4000® PREMIUM TRACTOR HYDRAULIC FLUID is our premium quality UTTO specially formulated for over 30 years to "Keep Farmers in the Field". Champion's hydrofinished base fluids combined with "OEM preferred" additive technology makes Champion 4000® the most universally diverse fluid available for use in farm tractors and implements, fork lift trucks, pavement rollers, loaders, backhoes, bulldozers, tractors, ditchers, 4x4 ATV with wet brake differentials, and lawn tractors and golf course mowers with hydrostatic transmissions. It delivers exceptional performance in today's power train transmissions, drive axles, clutches, PTO's, hydraulic systems, and honors more warranties than any other tractor fluid in the market.

MEETS SPECIFICATIONS AND IS RECOMMENDED FOR USE

AGCO (Deutz-Allis) - 25743 (PF-821 XL) 257541 246634 Hydr Trans Fluid	M2C86-A M2C77-A M2C53-A M2C48-C M2C48-B M2C41-B	MS-1230 JIC-144 JIC-143 John Deere J14A/B/C (JDT303) J21A J20A/B/C (Hy-Gard) J20C ✓ J27 (SAE 10W or 30)	Oliver Type 55 Type 5J	White Q-1766B (UTHF) Q-1766 Q-1722 Q-1705 Q-1826 Q-1802
Allison C-3, C-4 Fluid	M2C159-B1/C1 M2C159-B2/C2 M2C420-A	Kubota UDT Fluid	Renk Bus Automatic Trans Fluid	ZF Transmissions TEML03E TEML06D/E
API GL-4	Fiat-Hesston AF-87 Multi F/G	Landini Tractor Hydr Fluid	Sperry Vickers/Eaton I-280-S M2950S 35VQ25	
Caterpillar TO-2	I.H.C. B-6 Hytran B-5	Massey Ferguson M1110 M1127/A/B M1129 A Permantan M1135 Permantan III M1139 M1141 M1143 M1145	Steiger Hydr Trans Fluid SEMS 17001 Sauer Sunstrand/Danfoss Hydro Static Trans Fluid	
Dennison (Pump only) HF-0, HF-1, HF-2	J.I. Case/Case International MS-1204 MS-1205 MS-1206(Powergard PFT) MS-1207 Hy-Tran Plus MS-1209 Hy-Tran Ultra MS-1210		Versatile Gear & Hydr Trans Fluid	
Ford New Holland M2C134-D M2C134-C M2C134-B M2C134-A M2C86-B			Volvo WB101	

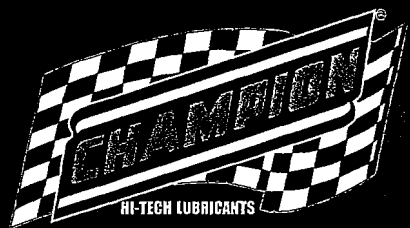
CHAMPION 4000® PREMIUM TRACTOR HYDRAULIC FLUID offers friction control, wear protection, thermal stability, shear stability, rust and corrosion protection, and deep cold pumpability all optimally balanced to provide extended clutch life, maximum drawbar loading in a wide range of ambient temperatures.

- Improved oxidation/thermal stability and low temperature properties
- Improved modification system with increased friction durability
- Premium deposit control and reduced final drive wear
- Anti-foaming with natural resistance to thickening
- Extended seal life protection

TYPICAL PROPERTIES

Product Code	4000
MSDS #	1100
Color	Brown, Clear
Gravity API @ 60°F	30.9
Brookfield, cP @ -20°C	4,650
Brookfield, cP @ -35°C	42,000
cSt @ 40°C	59
cSt @ 100°C	9.5
Viscosity Index	145
Pour Point °C	-15
Flash Point °C	224





PREMIUM HD MOTOR OIL SERIES

CHAMPION ALL FLEET T[®] premium multi-grade heavy-duty motor oils represent a major quality upgrade in heavy-duty diesel lubricant. Formulated with 100% Group II base oils and the most advanced additive technology preferred by OEMs for extended service fill requirements. These motor oils satisfy all current OEM warranty requirements in both older diesel engines and 2007 emission compliant engines equipped with Exhaust Gas Recirculation (EGR) and diesel particulate filters (DPF).

Champion All Fleet T[®] offers improvements in reserve acid neutralizers for premium high temperature stability, more soot and anti-sludge control than most brands; and certified "preferred service fill engine oil" were applicable⁽¹⁾.

Champion All Fleet T[®] is designed for heavy duty, diesel-powered equipment from Detroit Diesel, Mack, Volvo, Cummins, Caterpillar, Navistar/International, Freight Liner, General Motors, John Deere, Case-New Holland, Kubota, Komatsu, and many more.

Benefits:

- **OEM Certified** for extended service drain⁽¹⁾
- More shear stable chemistry for improved viscosity control with premium anti-wear and cold flow protection during start up when wear is most significant
- Better TBN retention (alkaline reserve) than most CJ-4 brands, and all CI-4 Plus brands, ensuring protection required for 2007-emission compliant engines.
- Enhanced anti-friction technology for improved fuel economy compared to API CI-4 Plus brands
- Champion's continued tradition of maximizing cleanliness and minimizing wear
- Suitable for gasoline and diesel powered equipment in all types of service where fuel sulfur levels are below 500 ppm
- Compatible with API approved engine oils
- Meets, or exceeds, all major on and off-road engine manufacturers' warranty requirements

APPROVALS, SPECIFICATIONS, & TYPICAL PROPERTIES

API CJ-4, CI-4 Plus, CI-4, CH-4, CG-4, & CF-4
 API SM, SL, SJ, SH, & SN⁽²⁾
 ACEA E7-04, E6, E5-02, E4-99#2, E3 & E2
 Detroit Diesel 93K218 & 93K214⁽⁵⁾ DDC 228.1, DDC 228.3
 Caterpillar SEBU 6385⁽³⁾
 Caterpillar ECF-3⁽⁵⁾, ECF-2⁽⁴⁾⁽⁵⁾, and ECF-1-a⁽⁵⁾
 Cummins CES 20081⁽⁵⁾ & all previous
 Ford M2C171-C & D⁽³⁾
 General Motors 9985930⁽³⁾
 Global DHD-1
 JASO MA, DH-1 & DH-2
 Mack EO-O Premium Plus 2007⁽⁵⁾ & all previous
 Mack EO-M Plus⁽³⁾
 MAN 271 & 3275
 Mercedes Benz p228.31
 MTL 5044 (MTU Type 1 and 2)
 Renault VI RLD-3 Compliant⁽⁵⁾
 Volvo VDS-4, VDS-3, & VDS-2⁽⁵⁾

SAE Grade	AFT 10W-30	AFT 15W-40	HT SYNTHETIC FLEET
Product Code	4160	4158	4173
Gravity API @ 60° F	31.5	29.5	33.7
Pour Point ° F	-27	-27	-42
Flash Point ° F	410	415	450
SUS @ 104°F	313	482	397
SUS @ 212°F	62	80	73
cSt @ 40°C	68.0	115.8	87
cSt @ 100°C	10.7	15.5	13.9
TBN, mg KOH/gm	11	11	9
Sulfated Ash %wt	1.0 max	1.0 max	1.0 max
Color	Blue	Blue	Blue
Viscosity Index	147	141	165

Data is typical of current production. While future production will conform to specification, variations may occur.

(1) Consult engine manufacturers' documentation for motor oil performance, viscosity grade and oil change interval
 (2) Champion All Fleet T[®] 15W-40 only
 (3) Champion All Fleet T[®] 10W-30 only
 (4) ECF-2 is recommended in pre-2007 on-road and any off-road Caterpillar engines no bigger than the C3500
 (5) Champion All Fleet T[®] 15W-40 and HT Synthetic Fleet 5W-40 only

For more than 50 years, Champion All Fleet T[®] continues delivering premium performance and value in diesel engine lubricant protection
 Call Our Friendly Sales Representatives for Available Package Sizes

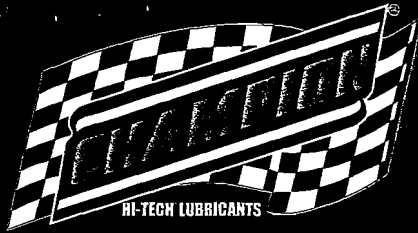
4160 4158

Call For Available Package Sizes

Effective 12/12

CHAMPION BRANDS, L.L.C. · 1001 GOLDEN DRIVE · CLINTON, MO 64735
 ORDER DESK 800-821-5693

*
 2.2.2
 4.8.2



Champion R&O Hydraulic Oils

Champion R&O Hydraulic Fluids are formulated from the highest quality solvent-refined paraffin mineral oils and foam inhibitors. These oils are low-sulfur and zinc-free, and provide adequate lubrication in light-duty and total-loss applications. These oils provide exceptional air release and water separation compared to lesser refined or more naphthenic formulations.

Champion R&O Hydraulic Fluids are a perfect, cost-effective solution in the following applications, or anywhere Type HH oils are recommended:

- Low-pressure hydraulics
- Manual hydraulics
- Light-duty bearings and journals
- Water-displacement
- Light-duty vacuum pumps
- Light-duty spindle lubrication
- Forming
- Heat transfer

Champion R&O Hydraulic Fluids meet or exceed the following:

- ASTM 6158, Type HH
- ISO 11158, Type HH
- ISO 6743/4, Type HH

Typical Properties

ISO Grade	22	32	46	68	100
Product No	4017	4018	4019	4192	4211
Kinematic Viscosity @ 40°C, cSt	22	32	46	68	100
Kinematic Viscosity @ 100°C, cSt	4.1	5.5	6.5	8.6	11.1
Viscosity Index	99	99	100	99	95
Flash Point, °F (min)	400	400	400	400	400

CHAMPION BRANDS, L.L.C. · 1001 GOLDEN DRIVE · CLINTON, MO 64735

Effective 10/12

ORDER DESK 800-821-5693

Champion®

50/50 Prediluted Extended Life Universal Antifreeze & Coolant

Information Sheet

4116F - CHAMPION® 50/50 Prediluted Extended Life Antifreeze & Coolant is an extended life antifreeze and coolant formulated for use in all makes and models of cars and light duty trucks. Mixes with any color antifreeze and coolant and protects for up to 5 years/150,000 miles.*

When used as recommended, Champion Antifreeze & Coolant is designed to provide protection against freeze-up, boil-over, rust, corrosion and premature water pump failure.

*Always consult owner's manual to determine the specific maintenance and change over interval for your vehicle.

Product Specifications:

- Good for All Makes and Models of Cars and Light Duty Trucks
- Freeze-Up Protection to -34 °F and Boil-Over Protection to +265 °F
- Protects Engines Against Damaging Rust and Corrosion
- Compatible With Any Color Antifreeze and Coolant
- Meets ASTM D-3306 and ASTM D-4340

4.8.11

Product Stock #
UPC Code:

4116F
043685411655

Chemical Properties (**with a 15 lb. psi pressure cap).

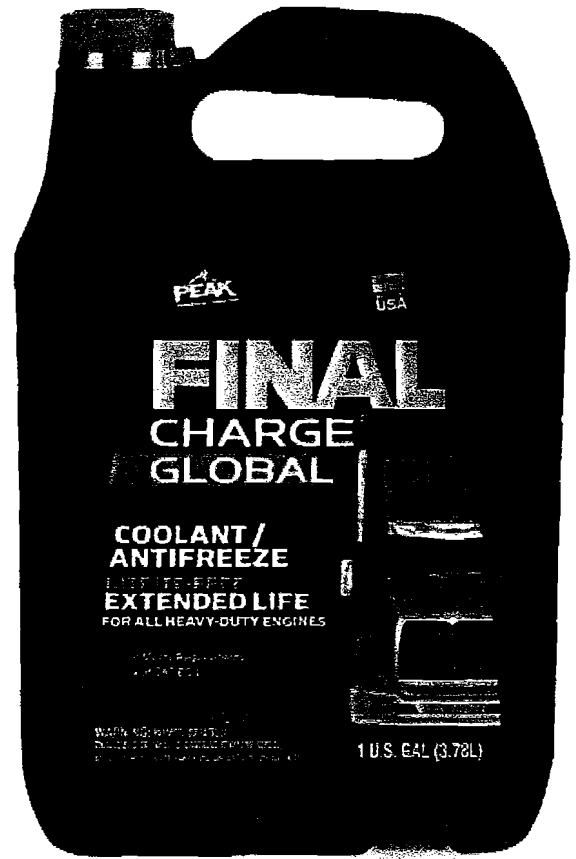
Test	ASTM Method	Typical Values
Specific Gravity (60/60°f)	D 1122	1.115-1.124
Boiling Point	D 1120	265 °F Min**
Foam Test	D 1881	50 mL/3 sec. Max.
pH, 50% Volume Solution	D 1287	7.5 Min. - 10.0 Max.
Flash Point, COC	D 92	50% Min.
Total Water (Wt. %)	D 1123	50% Min.
Total Glycols (Wt. %)	D 202	50% Max.





4.8.5.

FINAL CHARGE® GLOBAL COOLANT / ANTIFREEZE



DESCRIPTION:

FINAL CHARGE® Global Extended Life Coolant/Antifreeze is an Organic Acid Technology (OAT), globally formulated, ethylene glycol based coolant, which uses organic acid inhibitors (non 2-EH) to provide guaranteed protection for all cooling system metals. With proper maintenance,* Final Charge Global Extended Life Coolant/Antifreeze delivers guaranteed cooling system protection for ONE MILLION MILES of on-road use (8 years or 20,000 hours of off-road use) without the use of Supplemental Coolant Additives (SCAs). Final Charge Global Extended Life Coolant/Antifreeze is nitrite-free, phosphate-free, silicate-free and borate-free.

BENEFITS:

- Works in ALL heavy-duty diesel, gasoline and natural gas engine cooling systems
- Guaranteed protection for ONE MILLION MILES of on-road use (8 years or 20,000 hours of off-road use)†
- Eliminates the need for SCAs and chemically charged filters
- Excellent heat transfer for high temperature applications such as engines with EGR and SCR systems
- Outstanding protection against corrosion and cavitation
- Non-abrasive formula can improve water pump seal life
- Eliminates drop-out, gel and reduces scale
- Can be mixed with other coolants (to maintain corrosion protection contamination levels should be kept below 25%)
- Provides exceptional long term elastomer compatibility

Meets these specifications:

- CAT EC-1
- CUMMINS CES 14603
- DETROIT DIESEL 93K217
- MAN 324 TYP SNF
- MTU 5048
- MERCEDES DBL 7700
- MERCEDES 325.3
- BEHR RADIATOR
- ASTM D6210
- NAVISTAR GEMS-BI-TYPE IIIA
- ASTM D47583 (JOHN DEERE COOLANT CAVITATION TEST) / ASTM D6210

Meets these performance requirements:

- JOHN DEERE H24A1, H24C1
- PACCAR
- VOLVO/MACK
- TMC RP 329

PROPERTIES:

	ASTM D6210/D3306 Specification	Concentrate	Typical Values for 50/50 Pre-Diluted
Specific Gravity 60/60 °F	D1122	1.126	1.07
Freezing Point, 50% Vol.	D1177	-34 °F (-37 °C)	-34 °F (-37 °C)
Boiling Point, 50% Vol.	D1120	226 °F (108 °C)	226 °F (108 °C)
pH, 50 Vol. %	D1121	7.9	7.9
Reserve Alkalinity	D1123	7	3.5
Ash Content	D1119	2	1
Color	—	Red	Red

FREEZE/BOIL PROTECTION CHART *Using a 15 PSI Pressure Cap	% of Cooling System Capacity	PROTECTS FROM	
		Freezing Down to	Boiling Up to*
	50	-34 °F	265 °F
	60	-62 °F	270 °F
70	-84 °F	276 °F	

* Proper maintenance requires a complete cooling system flush and fill - and subsequent topping off, as needed - with Final Charge Global Extended Life 50/50 Pre-diluted Coolant/Antifreeze or Final Charge Global Extended Life Coolant/Antifreeze and water. For guaranteed protection, no other products or product supplements may be used. For all warranty details please visit www.peakhd.com. Follow OEM recommendations for specified maintenance.

*At sea level atmospheric pressure with 15lb. pressure cap. The boiling point decreases about 2 °F per 1,000 feet of altitude and increases about 2.5 °F per pound developed in the system.



HTSSM SYNTHETIC

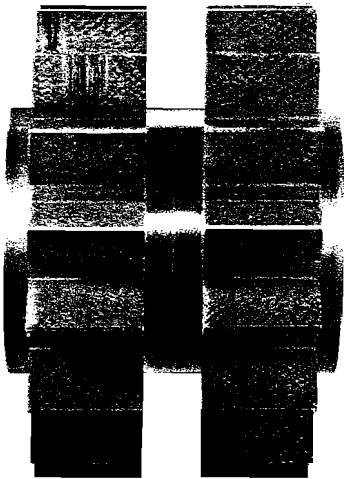
HEAVY DUTY TRUCK GEAR LUBES

Champion HTS Gear Lubes are premium, fully synthetic extreme pressure automotive gear lubricants designed to meet the challenges of modern light-duty and heavy-duty axle differentials. Longer service intervals, more power transfer density, smaller oil volumes and limited air cooling place exceptional demands on today's axles. Only an exceptional lubricant should be trusted to protect your equipment.

Premium Full Synthetic Gear Lubricant

Ch. S. Le.

- Extreme pressure additive technology is field-tested and exceeds API GL-5
- Lower coefficients of friction than conventional oils delivering better fuel economy
- Permanent shear stability provides protection to gears even during long drain intervals
- Low temperature performance protects gears during critical cold starts
- Synthetic base oils provide excellent thermal and oxidative stability
- Delivers Champion limited slip additive – providing excellent limited slip performance that lasts
- Extreme pressure chemistry is safe for use with copper and other yellow metals



This is a picture of the spur gears used in the FZG test for gear scuffing. The left gear being a commercial gear product and the right gear being a gear protected with Champion's gear additive technology

Use with confidence in open differentials, limited slip differentials and other locking differentials where an API GL-5 or API GL-4 lubricant is specified.

SAE Grade	75W-90	75W-140	80W-140
Product Number	4314	4317	4315
Viscosity @ 40C, cSt	108	180	211
Viscosity @ 100C, cSt	16.8	27.5	24.5
Brookfield Viscosity, cP	65,000 @ -40°C	85,000 @ -40°C	16,500 @ -26°C
Viscosity Index	170	190	145
KRL Shear Stability (% loss)	8.7	8.5	<1

Values are typical and do not constitute a specification

CHAMPION BRANDS, L.L.C. · 1001 GOLDEN DRIVE · CLINTON, MO 64735
ORDER DESK 800-821-5693

Effective 03/12

Product Data Sheet



4-8-7.

Royal 865M Grease

Heavy Duty Calcium Sulfonate Grease

Royal Ultra 865M Grease has been carefully formulated using high viscosity base oil and overbased calcium sulfonate complex thickener system fortified with Moly and special additives providing this grease an outstanding Extreme Pressure properties, exhibiting excellent water repellency, oxidation resistance, and a wide operating temperature range.

Royal Ultra 865M Grease is formulated with an innovative and synergistic combination of solid lubricants which physically adhere to the metal surfaces and form a strong protective film, preventing welding and reduce friction even under the most severe operating conditions such as very heavy and shock loads.

Royal Ultra 865M Grease is a heavy-duty extreme pressure grease formulated using high viscosity oil thus exhibiting outstanding film strength and resistance to corrosive saltwater environments.

Royal Ultra 865M Grease meets and exceeds the demanding automotive and industrial testing requirements of ASTM D 4950, earning it the GC-LB classification by the National Lubricating Grease Institute. This grease also meets Caterpillar CAT 5% moly requirements.

Product Features:

- Calcium sulfonate base with Moly
- High viscosity base oil
- Water Resistant
- Outstanding Extreme Pressure properties
- Wide temperature operability
- Superb rust protection properties

Customer Benefits:

- Extended service life of equipment
- Excellent performance under heavy and shock loads
- Extraordinary performance at high and low temperatures
- Protects equipment from rusting under humid and water ingress conditions

Applications:

- **Royal Ultra 865M Grease** is an obvious choice for virtually any multi-purpose or severe extreme pressure application, particularly where the end user prefers a Moly fortified grease. It is recommended for the most severe applications in off-highway construction, mining equipment, earth moving machines, Caterpillar equipment, as well as other heavy-duty construction and mining equipment moving at slow to medium speed.





MEETING YOUR GREASE NEEDS

with CHAMPION

PART NUMBER 4050C 120# KEG
XXXXXXXXXX
PART NUMBER 4050T 10/14 oz case
XXXXXXXXXX per case XXXXXXXXXX each)



Poly 7® High Temp All Weather Lithium Complex Grease

Poly 7 is our ultra high-performance lithium complex grease with excellent pumpability, high dropping point and excellent extreme pressure protection. Champion Poly 7 exceeds the requirements of NLGI GC-LB for automotive wheel bearing and chassis lubrication, and is an excellent high-performance multi-purpose grease for precision bearings, plain bearings, chassis joints and anywhere an NLGI #2 extreme-pressure or multi-purpose grease is recommended.

Poly 7 has exceptional film strength and extreme-pressure protection without using solid lubricant additives, and is preferred in applications where complete rotational motion or pressurized grease distribution systems ensure that grease is distributed through the load zone of a contact. Poly 7 has exceptional pumpability, high dropping point, high resistance to water washout, and better wear and scuff protection than most competing multi-purpose extreme-pressure greases.

*
2.2.9
4.8.9



Royal 865M Grease Heavy Duty Calcium Sulfonate Grease

5% Molybdenum ✓

5% Molybdenum grease is preferred by CAT and other heavy equipment manufacturers for king-pins, thrust-washers, fifth wheels, couplings and other fittings where grease can be easily squeezed out of the load zone of a contact. Unlike in a bearing, where the rotational motion of the bearing/shaft effectively pressurizes and distributes grease into the load zone, the contact in king-pins and couplings is often repetitive or oscillatory – there is no way for grease to be distributed back into the load zone.

Royal Ultra 865M Grease is recommended for the most severe applications in off-highway construction, mining equipment, earth moving machines, Caterpillar equipment, as well as other heavy-duty construction and mining equipment moving at slow to medium speed.

*Using solid-lubricant fortified greases where tolerances are fine in precision bearings and other applications may accelerate abrasive wear and cause early bearing failure.

PART NUMBER 951TAC 120# KEG
XXXXXXXXXX
PART NUMBER 951TAT 10/15 oz case
XXXXXXXXXX per case XXXXXXXXXX each)

Champion Brands LLC 1001 Golden Drive Clinton, MO 64735

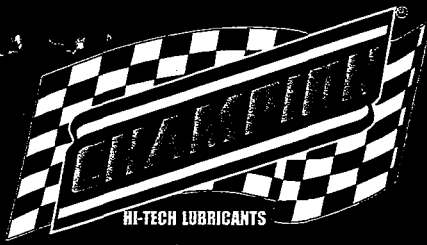


CALL NOW TO PLACE AN ORDER

GARY LONG
660-221-8501

glong@championbrands.com

*
2.2.8
4.8.8



Champion Poly 7 High Temp

CHAMPION POLY-7 ultra-heavy duty hi-temp grease is made using highly refined petroleum stocks, co-polymers and advanced lithium complex additives specially processed to provide the ultimate in lubrication. The super tough film strength of **CHAMPION POLY-7** stays put under extreme shock loads and offers a very low friction coefficient.

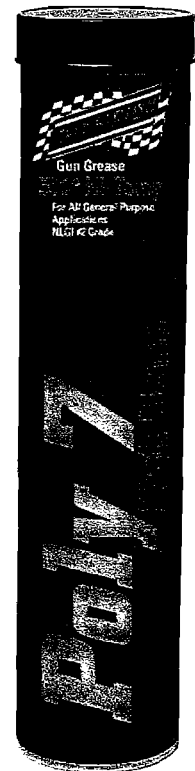
A special additive "A-7" gives **CHAMPION POLY-7** increased lubrication and delivers excellent oxidation, adhesion, and pumpability characteristics. It resists moisture and water washout. **CHAMPION POLY-7** is an all weather grease meeting the requirements of **NLGI GC-LB** for automotive wheel bearing and chassis lubrication.

CHAMPION POLY-7 continuously coats all surfaces to prevent fretting, corrosion and increases bearing life. It can be used in multiple applications and is recommended for heavy duty service for all lubricating points on automotive, heavy duty trucks, fleet, farm and industrial equipment where a AGMA or NLGI grade 2 heavy duty grease is required such as:

- Marine Equipment/Boat Trailer Wheelbearings
- Disc Brakes
- King Pins
- Mining/Construction Equipment
- Farm Equipment
- Ball and U-Joints
- Chassis Lubrication
- Lawn & Garden
- Fifth Wheels

TYPICAL PROPERTIES

NLGI Grade	2
Product Code	4050
MSDS #	1310
Operating Temp °F	
Min	10
Max	400
Penetration @ 77°F	
Unworked	260
Worked	280
Dropping Point °F	> 550
Timken OK Load, lb	80
Four-Ball (ASTM D 2596)	
Weld Point, KGF	400
LWI	40
Thickener, %	11
Type	Lithium Complex
Base Oil Viscosity:	
cSt @ 40°C	140.8
cSt @ 100°C	15.6
Viscosity Index	115
Flash Point °F	410
Oil Separation, mass %	2
Water Washout (ASTM D 1264), 175°F, %	1.8
Texture	Tacky
Color	Green



PART# 4050T



Champion POLY 7 RED High Temp Lithium

CHAMPION POLY 7 RED is our tacky, multi-purpose, high temperature grease that incorporates polymer technology, premium additive technology, hydro-treated base oils and a lithium complex thickening system. Additive and polymer technologies ensure maximum lubricity and adhesion, resistance to water wash-out, and resistance to sling-off. Tackiness additives keep this grease in place under high pitch line speeds, and provide ease of application.

CHAMPION POLY 7 RED's premium combination of additives provide for excellent resistance to oxidation, rust and corrosion. Extreme-pressure chemistry and polymer technology work together to ensure reduced wear, especially under extreme shock loads, and protects against scuffing, spalling, fretting, and pitting of bearings, gears, and bushings. High base oil viscosity index improves pumpability while offering higher protection at high operating temperatures, while lithium complex thickening provides for high run-out resistance at very high operating temperatures.

CHAMPION POLY 7 RED is an excellent solution to most grease-lubrication needs and meets the requirements of the NLGI GC-LB specification for automotive wheel bearing and chassis lubrication. It is an excellent choice for any automotive, heavy-duty, agricultural, or industrial application requiring an NLGI #2 heavy-duty, extreme pressure grease such as:

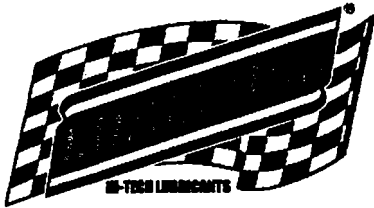
- ☒ Marine Equipment/Boat Trailer Wheelbearings
- ☒ Disc Brakes
- ☒ King Pins
- ☒ Mining/Construction Equipment
- ☒ Farm Equipment
- ☒ Ball and U-Joints
- ☒ Chassis Lubrication
- ☒ Lawn & Garden
- ☒ Fifth Wheels

TYPICAL PROPERTIES

NLGI Grade	2
Product Code	4053
Operating Temp °F	
Min	10
Max	400
Penetration @ 77°F	
Unworked	260
Worked	280
Dropping Point °F	550
Timken OK Load, lb	70
Four-Ball (ASTM D 2596)	
Weld Point, KGF	400
LWI	40
Thickener, %	11
Type	Lithium Complex
Base Oil Viscosity:	
cSt @ 40°C	322
cSt @ 100°C	29.2
Viscosity Index	124
Texture	Tacky
Color	Red



PART# 4053



GLOBALTRANS

Full Synthetic Multi-Vehicle Transmission Fluid

Proven in field tests to be so tough to breakdown and so consistent in performance in so many different automatic transmissions, it's guaranteed!

Champion® Globaltrans full synthetic multi-vehicle automatic transmission fluid delivers superior performance in low-temperature flow, wear protection, frictional stability and resistance to thermal breakdown and is made with;

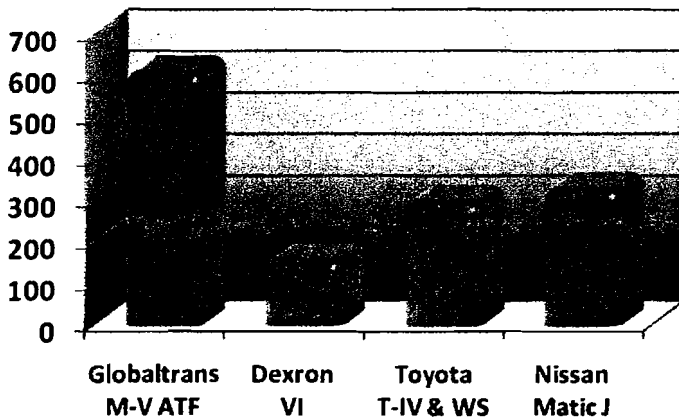
- 100% synthetic base fluid chosen for superior resistance to oxidation and viscosity change
- A highly shear stable cold flow viscosity control additive for superior resistance to viscosity change over thousands of miles
- Synergistic wear and seal protection chemistry preferred by O.E.M.s and found in premium factory fill fluids.
- Optimized friction control additives that not only prevent slip and shudder, for smooth shifting, but more durable than many other competing brands.

For use in a wide variety of transmissions for trouble free performance, Champion® Globaltrans is recommended suitable for use in transmissions specifying;

- Aisin Warner AW-1*
- Allison C-4, TES-295, TES-389
- Audi G 052 025, G-052-162 & G-052 990
- BMW 7045E, LA2634, LT 71141
- Chrysler ATFs, Mopar AS68RC
- GM DEXRON®, DEXRON® II, IID, IIIG, IIH, VI*
- Esso LT 71141
- Ford MERCON®, MERCON® V, SP*, LV*, FNR5
- Honda ATF-Z1
- Hyundai SP-II & SP-III, SPH-IV & NWS-9638*
- Idemitsu K17
- JASO 1-A
- JWS 3309 & 3324
- Kia SP-II, SP-III
- MAN 339F, V1, V2, Z1, Z2 & Z3
- Mazda ATF-M III, ATF-MV
- Mercedes 236.1-236.12, 236.14*
- Mitsubishi SP-II, III, IV* & ATF J2*
- Nissan 402, Matic-D, J, K & S*
- Shell 3403, LA2634, M-1375.4
- Subaru ATF-HP
- Suzuki 3317
- Texaco ETL-7045E, ETL-8072B, N402
- Toyota T-III, T-IV, WS (JWS 3324)
- Voith 55.6335.XX (G607), (G1363)
- Volvo Pass Car (4 - 6 sp), 97340 & 97341
- VW G 052 025, G-052-162 & G-052 990
- ZF TE-ML 03D, 04D, 09, 14A thru C, 16L, 17C & Jaguar 6-speed

* Champion supports this product as suitable for use in these specifications although the factory fill viscosity may be different.

Anti-shudder Durability (JASO 1-A Severe)
Hours to Shudder



TYPICAL PROPERTIES

SAE Grade	0W 20
Product Code	4357
MSDS #	400
Gravity API @ 60°F	34.3
cSt @ 40°C	35.0
cSt @ 100°C	7.2
cP @ -40°C	10,200
SUS @ 104°F	158
SUS @ 210°F	50
Viscosity Index	>175
Pour Point °F	<-40
Flash Point °F	>440
Color	Red

Compatible with common transmission seal materials and other automatic transmission fluids. For optimum performance, replace all transmission fluid with Champion® Globaltrans. Follow OEM recommendations regarding extended drain intervals. **WARNING: THIS PRODUCT IS NOT RECOMMENDED IN TRANSMISSIONS SPECIFYING USE OF FORD MERCON® CVT OR TYPE F TRANSMISSION FLUID**

Call Our Friendly Sales Representatives for Available Package Sizes

4357

EFFECTIVE 03/11

CHAMPION BRANDS, L.L.C. • 1001 Golden Drive • Clinton, MO 64735
ORDER DESK 800-821-5693



Champion[®] SynGold[™] full synthetic motor oils are approved for use in General Motors, Ford and DaimlerChrysler flex-fuel vehicles using either gasoline or E-85. Additional service bill approvals also include Acura, Honda, Nissan, Subaru, KIA, Lexus, Mercedes Benz, Mitsubishi, Saturn, Toyota and other cars and light duty trucks. See OEM Manual for Viscosity Recommendation.

Typical Properties

SAE Grade	0W-20	0W-30	5W-20	5W-30
Product Code	4429	4428	4430	4431
MSDS #	100	100	100	100
API Service / ILSAC	SN Resource Conserving / GF-5	SN Resource Conserving / GF-5	SN Resource Conserving / GF-5	SN Resource Conserving / GF-5
ACEA	A1/B1	A1/A5, B1/B5	A1/B1	A1/A5, B1/B5
General Motors	4718M / 6094M	4718M / 6094M	6094M	dexos [®] 1 / 4718M / 6094M
DaimlerChrysler FFV E-85 Gasoline Specifications	MS-6395	MS-6395	MS-6395	MS-6395
Ford Motor Company	WSS-M2C925-A WSS-M2C930-A	WSS-M2C929-A	WSS-M2C925-A WSS-M2C930-A	WSS-M2C929-A
Gravity API @ 60° F	35.1	35.4	34.1	34.1
Pour Point °F	-44	-44	-42	-42
Flash Point °F	430	430	440	440
cSt @ 100°C	8.5	10.6	9.1	11.3
cSt @ 40°C	44.8	58.4	52.1	67.6
Cold Crank Visc, cP	5,500 @ -35°C	5,500 @ -35°C	5,300 @ -30°C	< 5,900 @ -30°C
Viscosity Index	170	172	155	160
TBN, mg KOH/gm	8.2	8.2	8.2	8.2
Color	Amber	Amber	Amber	Amber

dexos is a registered trademark of General Motors Corporation

Champion[®] SynGold[™] Full Synthetic Motor Oil Limited Warranty

This is a limited warranty covering Champion SynGold Full Synthetic Motor Oil. Champion Brands, LLC warrants its lubricants to be free from defects and will replace any Champion Brands lubricant that is defective. For vehicles covered by a warranty, follow the vehicle's oil life sensor or the oil change interval recommended in your owner's manual. Follow your owner's manual if the vehicle is operated in any of the following severe services: racing or commercial applications including taxis, limousines, etc.; frequent towing or hauling; extremely dusty or dirty conditions; or under excessive idling conditions. If your vehicle has exceeded the duration of the manufacturer's warranty, Champion Brands warrants that Champion SynGold Full Synthetic Motor Oil will protect vehicle's critical engine parts from oil related failure from oil related failure. If not, provided the engine was serviceable at the time the oil was installed, Champion Brands will have your vehicle repaired and replace the oil at no cost to you.

Champion Brands, LLC provides this limited warranty to the purchasers who use Champion SynGold Full Synthetic Motor Oil in their vehicle.

This limited warranty covers the Champion SynGold Full Synthetic Motor Oil and critical engine parts lubricated by the lubricant.

This limited warranty is valid for 6 months from the date of purchase.

Champion Brands, LLC will repair any equipment damage directly caused by a defect or malfunction of Champion SynGold Full Synthetic Motor Oil, provided that the lubricant was selected and maintained in accordance with specifications of the original equipment manufacturer or the written instructions (which includes product packaging) of Champion Brands, LLC.

To file a claim under this Limited Warranty, you must:

- Upon discovery of the damage (but not later than six (6) months from the date the damage occurred) call 1-800-821-5693.
- Allow a Champion Brands, LLC representative to examine the equipment and maintenance records, if available, and provide proof of purchase to determine the extent of the damage and to confirm that a Champion SynGold Full Synthetic Motor Oil was the cause.
- Allow a Champion Brands, LLC representative to obtain an oil sample from the engine for oil analysis at no cost to you to assist in determining the cause of the equipment failure.

This Limited Warranty excludes:

Champion Brands, LLC lubricants used in mechanically deficient equipment as a result of abnormal operation; negligence; abuse; damage from casualty, shipment or accident; or, equipment modification done without written authorization from the OEM.

Situations where the OEM required lubricant standards do not match those stated by Champion SynGold Full Synthetic Motor Oil without written approval from Champion Brands, LLC.

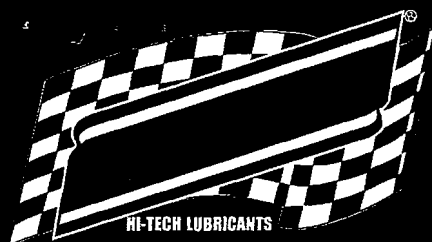
Champion SynGold Full Synthetic Motor Oil that has been used in conjunction with any other product or additive that has not been authorized for use by Champion Brands, LLC.

Failure of equipment due to a pre-existing condition that is unrelated to the use of Champion SynGold Full Synthetic Motor Oil.

Repair or replacement of equipment due to normal wears.

The remedy provided here will be your only recovery against Champion Brands, LLC. You will not be able to recover incidental or consequential damages. Some states do not allow the exclusion of or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.



ALL FLEET

PREMIUM HD MOTOR OIL SERIES

CHAMPION ALL FLEET T[®] premium multi-grade heavy-duty motor oils represent a major quality upgrade in heavy-duty diesel lubricant. Formulated with 100% Group II base oils and the most advanced additive technology preferred by OEMs for extended service fill requirements. These motor oils satisfy all current OEM warranty requirements in both older diesel engines and 2007 emission compliant engines equipped with Exhaust Gas Recirculation (EGR) and diesel particulate filters (DPF).

Champion All Fleet T[®] offers improvements in reserve acid neutralizers for premium high temperature stability; more soot and anti-sludge control than most brands; and certified "preferred service fill engine oil" were applicable⁽¹⁾.

Champion All Fleet T[®] is designed for heavy duty, diesel-powered equipment from Detroit Diesel, Mack, Volvo, Cummins, Caterpillar, Navistar/International, Freight Liner, General Motors, John Deere, Case-New Holland, Kubota, Komatsu, and many more.

Benefits:

- *OEM Certified* for extended service drain⁽¹⁾
- More shear stable chemistry for improved viscosity control with premium anti-wear and cold flow protection during start up when wear is most significant
- Better TBN retention (alkaline reserve) than most CJ-4 brands, and all CI-4 Plus brands, ensuring protection required for 2007-emission compliant engines.
- Enhanced anti-friction technology for improved fuel economy compared to API CI-4 Plus brands
- Champion's continued tradition of maximizing cleanliness and minimizing wear
- Suitable for gasoline and diesel powered equipment in all types of service where fuel sulfur levels are below 500 ppm
- Compatible with API approved engine oils
- Meets, or exceeds, all major on and off-road engine manufacturers' warranty requirements

4.8.12

APPROVALS, SPECIFICATIONS, & TYPICAL PROPERTIES

API CJ-4, CI-4 Plus, CI-4, CH-4, CG-4, & CF-4
 API SM, SL, SJ, SH, & SN⁽²⁾
 ACEA E7-04, E6, E5-02, E4-99#2, E3 & E2
 Detroit Diesel 93K218 & 93K214⁽⁵⁾ DDC 228.1, DDC 228.3
 Caterpillar SEBU 6385⁽³⁾
 Caterpillar ECF-3⁽⁴⁾, ECF-2⁽⁴⁾, and ECF-1-a⁽⁵⁾
 Cummins CES 20081⁽⁵⁾ & all previous
 Ford M2C171-C & D⁽³⁾
 General Motors 9985930⁽³⁾
 Global DHD-1
 JASO MA, DH-1 & DH-2
 Mack EO-O Premium Plus 2007⁽⁵⁾ & all previous
 Mack EO-M Plus⁽³⁾
 MAN 271 & 3275
 Mercedes Benz p228.31
 MTL 5044 (MTU Type 1 and 2)
 Renault VI RLD-3 Compliant⁽⁵⁾
 Volvo VDS-4, VDS-3, & VDS-2⁽⁵⁾

SAE Grade	AFT 10W-30	AFT 15W-40	HT SYNTHETIC FLEET
Product Code	4160	4158	4173
Gravity API @ 60° F	31.5	29.5	33.7
Pour Point ° F	-27	-27	-42
Flash Point ° F	410	415	450
SUS @ 104°F	313	482	397
SUS @ 212°F	62	80	73
cSt @ 40°C	68.0	115.8	87
cSt @ 100°C	10.7	15.5	13.9
TBN, mg KOH/gm	11	11	9
Sulfated Ash %wt	1.0 max	1.0 max	1.0 max
Color	Blue	Blue	Blue
Viscosity Index	147	141	165

Data is typical of current production. While future production will conform to specification, variations may occur.

(1) Consult engine manufacturers' documentation for motor oil performance, viscosity grade and oil change interval
 (2) Champion All Fleet T[®] 15W-40 only
 (3) Champion All Fleet T[®] 10W-30 only
 (4) ECF-2 is recommended in pre-2007 on-road and any off-road Caterpillar engines no bigger than the C3500
 (5) Champion All Fleet T[®] 15W-40 and HT Synthetic Fleet 5W-40 only

For more than 50 years, Champion All Fleet T[®] continues delivering premium performance and value in diesel engine lubricant protection
 Call Our Friendly Sales Representatives for Available Package Sizes

4160 4158

Call For Available Package Sizes

Effective 12/12

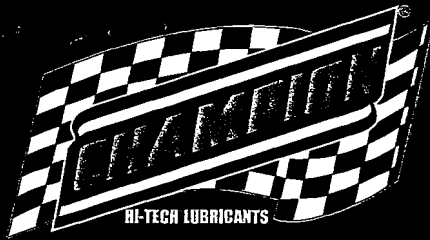
CHAMPION BRANDS, L.L.C. · 1001 GOLDEN DRIVE · CLINTON, MO 64735
 ORDER DESK 800-821-5693



Champion® SynClean™ synthetic blend motor oils are approved for use in General Motors, Ford and DaimlerChrysler flex-fuel vehicles using either gasoline or E-85. Additional service fill approvals also include Acura, Honda, Infiniti, Isuzu, KIA, Lexus, Mercedes Benz, Mitsubishi, Saturn, Toyota and Volvo cars and light duty trucks. See OEM Manual for Viscosity Recommendation.

4.8.13 4.8.14 4.8.15.
Typical Properties

SAE Grade	5W-20	5W-30	10W-30	10W-40
Product Code	4230	4231	4232	4233
API Service / ILSAC	SN Resource Conserving / GF-5	SN Resource Conserving / GF-5	SN Resource Conserving / GF-5	API SN
General Motors	6094M	6094M	GM 6094M	GM 6094M
DaimlerChrysler FFV E-85 Gasoline Specifications	MS-6395	MS-6395	MS-6395	MS-6395
Ford Motor Company	WSS- M2C930-A	WSS- M2C929-A	WSS- M2C205-A	WSS- M2C205-A
Gravity API @ 60° F	32.5	32.7	30.7	31.2
Pour Point °F	-38	-40	-38	-38
Flash Point °F	430	426	430	430
cSt @ 100°C	8.9	10.3	10.6	14.5
cSt @ 40°C	52.4	60.7	71.6	106.8
Cold Crank Visc, cP	6,200 @ -30°C	5,700 @ -30°C	6,200 @ -25°C	6,500 @ -25°C
Viscosity Index	150	158	135	140
TBN, mg KOH/gm	8.2	8.2	8.2	8.2
Color	Amber	Amber	Amber	Amber



CHAMPION Power Steering Fluid

Champion® Power Steering Fluid is formulated with premium hydrotreated base oils and balanced additive chemistry for effective performance and protection in older power steering systems, or those specifying GM Dexron IID, GM Dexron III or Ford Mercon fluids. Our friction modifier technology minimizes squeal or squawk in power steering systems. Inhibitor technology and anti-wear additives protects pumps and parts from corrosion, oxidation, and scuffing. Highly effective seal conditioners prevent hardening and shrinking of seals, keeping them soft and pliable.

- Protects against corrosion of metallic parts
- Eliminates squeal and squawk in older systems
- Extends pump life and reduces pump wear
- Low foam reduces cavitation wear
- Low-temperature performance ensures startup lubrication
- Compatible with all mineral and synthetic power steering fluids

4.8.14.

Champion® Power Steering Fluid is recommended for use in vehicle power steering systems requiring fluids with the following specifications or with the following part numbers

- GM 9985010 Saginaw
- Daimler/Chrysler MS5931F, MS1872
- Ford M2C138-CJ, ESW-M2C128
- Dexron IID, III
- Mercon
- Chrysler ATF+3
- Accura/Honda (Prior to 2007)

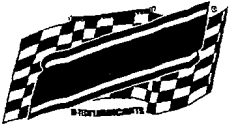
Typical Properties:

Product Code	4182K
API Gravity @ 60F	31.0
Viscosity @ 40C, cSt	42
Viscosity @ 100C, cSt	7.25
Viscosity Index	160



4182K
Effective 12/12

CHAMPION BRANDS, L.L.C. · 1001 GOLDEN DRIVE · CLINTON, MO 64735
ORDER DESK 800-821-5693



4.8.17

MATERIAL SAFETY DATA SHEET

MATERIAL IDENTITY: Champion -50 Blend RV & Marine Antifreeze

SECTION 1 - PRODUCT IDENTIFICATION & COMPANY INFORMATION

Manufacturer: Champion Brands, LLC
1001 Golden Drive
Clinton, MO 64735

Telephone: 1 (800) 821-5693

Facsimile: (660) 885-2867

Transportation Emergency for immediate information about a chemical or to seek assistance from a manufacturer: (+1) 800-424-9300

Date Updated: January 6, 2011

SECTION 2 - HAZARDOUS INGREDIENTS/IDENTITY INFORMATION

Hazardous Component*	Approximate Composition	OSHA Permissible Exposure Limit**	NIOSH REL	ACGIH Threshold Limit Value	IDLH (NIOSH)
Propylene Glycol CAS 57-55-6	7 percent by weight	NA	NA	NA	NA
Glycerin CAS# 56-81-5	7 percent by weight	NA	NA	NA	NA
Additives CAS# NA	<.001 percent by weight	NA	NA	NA	NA
ETHANOL CAS# 64-17-5 UN 1770	<6 percent by weight	200 ppm (260 mg/m ³) 8-Hour TWA (Skin)	1000ppm TWA; 1900mg/m ³ TWA; 3300 ppm MIPLH	1000ppm TWA	NA
METHANOL CAS 67-56-1 UN 1230	<1 percent by weight	200 ppm (260 mg/m ³) 8-Hour TWA (Skin)	200 ppm (260 mg/m ³) 8-Hour TWA	200 ppm (260 mg/m ³) 8-Hour TWA	6,000 ppm (0.6 percent in air)
ETHYLENE GLYCOL BUTYL ETHER (BUTYL CELLOSOLVE) CAS 111-76-2	<1 percent by weight	25ppm (260 mg/m ³) 8-Hour TWA (Skin)	25ppm)	25ppm	NA

HMIS: HEALTH: 0 FLAMMABILITY: 1 REACTIVITY: 0 SPECIAL: NONE
RATING SCALE: 0=MINIMAL 1=SLIGHT 2=MODERATE 3=SERIOUS 4=SEVERE

SECTION 3 - HAZARDOUS IDENTIFICATION

Routes of Exposures: Eye Contact, Skin Contact, Inhalation, Ingestions

INGESTION: No significant adverse effects are expected under conditions of normal use. Repeated, prolonged exposure may cause slight flaking, tenderness and softening of the skin.

INHALATION: No significant adverse effects are expected under anticipated conditions of normal use. If effects do occur, refer to First Aid section.

EYE CONTACT: May cause minor eye irritation.

SKIN CONTACT: No significant adverse effects are expected under anticipated conditions of normal use. Prolonged or repeated contact without rinsing with water may cause irritation.

4.8.18

RV & MARINE

SPLASH® RV & Marine Antifreeze

RV & Marine Antifreeze from SPLASH® is now made with renewable resources.

- **Designed for use with recreational vehicles, boats, spas, pools, and vacation homes**
- **Formulated for -50°F or -100°F burst protection**
- **Convenient, ready-to-use solution**
- **DOW® USP propylene glycol**
- **DOW® USP corrosion inhibitors**
- **Proprietary plant-derived additive**
- **Improves user safety when compared to ethylene glycol-based products**
- **All ingredients are Generally Regarded As Safe (GRAS)**
- **Complies with the USDA and FDA regulations for use in applications where contact with food or beverage could occur**
- **Safe for incidental contact with people, pets, and wildlife**
- **Readily biodegradable and non-toxic to aquatic life**

ENVIRONMENTALLY FRIENDLY



Blue DEF™

DIESEL EXHAUST FLUID

APPROVED FOR USE IN ALL DIESEL SCR SYSTEMS

4.8.19
4.8.20



WHAT IS BLUEDEF®?

BlueDEF® is a mixture of 32.5% high purity synthetic urea and 67.5% deionized water that is used in Selective Catalytic Reduction (SCR) systems on diesel engines. DEF is the primary ingredient used to help convert NOx to harmless nitrogen and water. BlueDEF is stable, colorless, non-flammable, non-toxic and is classified as minimum risk for transportation. BlueDEF conforms to the ISO-22241-1 specification for DEF, is API registered and meets or exceeds OEM specifications.

BLUEDEF HANDLING AND STORAGE

The shelf life of DEF is directly related to the temperature at which it is stored. Storage temperature between 12° and 86° F are recommended to maintain optimal shelf life of up to two years. If BlueDEF freezes, its efficacy will not be effected upon thawing. To maintain the purity of DEF and not harm the SCR Catalyst System care must be taken regarding the material of construction for all items that come in contact with the DEF solution. Included from the ISO-22241-1 standards are the recommended and not recommended materials for contact with DEF.

PHYSICAL AND CHEMICAL PROPERTIES

Boiling Point	>212° F
Crystallization Point	12° F
Pounds/Gallons	9.09
Specific Gravity (Water=1)	1.09
Vapor Pressure (mm of Hg)	Not applicable
Vapor Density (Air=1)	0.6 H ₂ O >1
Water Solubility	100%
Appearance	Colorless, clear liquid
Odor	None to slight ammonia
Evaporation Rate	<1

MATERIALS RECOMMENDED FOR USE WITH DEF

Highly alloyed austenitic Cr-Ni-Mo-steels or stainless steel 304 (S30400), 304L (S30403), 316 (S31600) AND 316L (S31603) in accordance with ASTM A240, ASTM A276, and ASTM A312

Titanium

Ni-Mo-Cr-Mn-Cu-Si-Fe Alloys, e.g. Hastelloy c/c-276

Polypropylene, free of additives

Polyethylene, free of additives

Perfluoroalkoxyl Alkane (PFA), free of additives

Polyfluoroethylene (PFE), free of additives

Polyvinylidene fluoride (PVDF), free of additives

Polytetrafluoroethylene (PTFE), free of additives

Copolymers of Vinylidene fluoride and Hexafluoropropylene, free of additives

MATERIALS NOT RECOMMENDED FOR USE WITH DEF

Carbon Steels, Zinc Coated Carbon Steels, and Mild Iron

Non ferrous metals and alloys: Copper, Copper Alloys, Zinc, Lead

Solders containing Lead, Silver, Zinc or Copper

Aluminum, Aluminum Alloys

Magnesium, Magnesium Alloys

Plastics or metals coated with Nickel

PACKAGING OPTIONS



1 Gallon
Part# DEF003



2.5 Gallon
Part# DEF002



55 Gallon Drum
Part# DEF001 (Plastic Valve)
Part# DEF001S (Stainless Steel Valve)



275 Gallon Tote*
Part# DEF275P (Plastic Valve)
Part# DEF275S (Stainless Steel Valve)

*ALSO AVAILABLE IN 330 GALLON TOTE AND IN BULK.

UPC Code
Case UPC Code
Case SCC-14 Code
Pack Weight
Net Weight

0-74804-02567-5
0-74804-12567-2
0-74804-02567-2

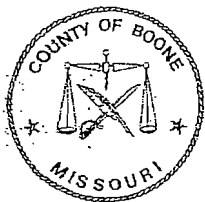
0-74804-03211-6
1-00-74804-03211-3
RELEASE
27.75 lbs.
11.5" x 10.5"

0-74804-03522-3
522.5 lbs. (per drum)
22.5" dia. x 35.5" high
4 (drum) S
20
80
42,800 lbs.
20" x 48" x 40"
2,400 lbs.

0-74804-03308-3
2,225 lbs. (per tote)
39.5" dia. x 44"
1 (tote) S
20
80
42,800 lbs.
20" x 48" x 40"
2,400 lbs.



CHEMISTRY THAT DRIVES COMMERCE



Request for Bid (RFB)

Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201

Amy Robbins, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: arobbins@boonecountymo.org

Bid Data

Bid Number: **53-02DEC14**
Commodity Title: **Shop Fluids Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Tuesday, December 2, 2014**
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 109
Columbia, MO 65201**
Directions: **The Annex Building is located on the Northwest corner at 7th Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available on the South side of the building.**

Bid Opening

Day / Date: **Tuesday, December 2, 2014**
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**
Location / Address: **Boone County Annex Building
613 E. Ash Street, Room 109
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form
Debarment
Standard Terms and Conditions**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County. If a split award is not acceptable to a bidder, it must be stated in the bid response.

- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - The Term and Supply Contract period shall be from **January 1, 2015 through June 30, 2015 and may be automatically renewed for up to an additional five (5) six month periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.6.1. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month to month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 1.6.2. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

2.1. ITEMS TO BE PROVIDED - Boone County, hereafter referred to as "County". proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the Furnishing and Delivery of Shop Fluids and Petroleum Products as needed for the Boone County Public Work's Department..

2.1.1. Standard Shop Fluids and Petroleum Products – Section 4.8. of this request lists standard shop fluids and petroleum products the County has identified as standard items to be purchased from this contract(s). Bidder(s) shall provide ONLY brand name products when specified on the Bid Response sheet (No other equals will be accepted). Bidders shall price each item listed. Prices will be firm for the initial contract period. Bidders must provide a maximum percentage cost increase for all contract periods for these items.

2.2. Material Specifications:

2.2.1. Universal Tractor Fluid – Premium hydraulic/transmission fluid that exceeds the refill and service top-up needs of farm and industrial tractor transmission, differentials, and immersed disc brakes. Must meet or exceed: John Deere J20C, Allison C-4. Bulk tank capacity is 250 Gallons.

2.2.2. 15W40 – (Extended Service Interval) Heavy duty 15W-40 diesel engine oil performance requirements; semi-synthetic base stocks, API service rating of CJ-4/SM and 11 TBN minimum. Bulk tank capacity is 250 Gallons.

2.2.3. Hydraulic Oil (ISO-46) – Premium industrial hydraulic oil for hydraulically activated equipment that utilizes high-performance pumps. Approvals to include Vickers 35VQ25 pump test and Denison HF-O pump test. Must also have minimum oxidation life of 3,000 hours per ASTM D943 (hours to TAN 2.0). Bulk tank capacity is 250 Gallons.

2.2.4. Coolant – Dexcool or equal extended life coolant, meets ASTM D-3306 and D-4340. 50/50 mixture. 1 Gallon Containers.

2.2.5. Coolant – Final Charge or equal, heavy duty extended life coolant (Cat EC-1 spec.) 50/50 pre-diluted mixture. 55 Gallon Drums.

2.2.6. Gear Lubricant – SAE 75-90W synthetic gear lube, API GL-5. Quart Containers.

2.2.7. Grease – High Temperature Lithium Complex NLGI #2. Cartridge type 10-14 oz. Quantities are per box (10 – 12 cartridges/box).

2.2.8. Grease – High Performance Multi Purpose HD, Extreme pressure with Moly 5, NLGI1; GC-LB. Quantities are per box (10-12 cartridges/box).

2.2.9. Grease - High Temperature Lithium Complex NLGI #2. 120 pound barrel.

2.2.10. Transmission Fluid – Global Synthetic Automatic Transmission Fluid meeting specifications for GM (Dexron, Dexron II, IID, IIIG, IIH, VI); Ford (Mercon, Mercon V, SP, LV, FNR5); and Allison (C-4, TES-295, TES-389). 55 Gallon Drums.

2.2.11. Engine Oil – SAE 0W-20 Synthetic, API service rating SN Resource Conserving, ILSAC GF-5, ACEA A1/B1. 1 Quart Containers.

2.2.12. Engine Oil – SAE 5W-40 Synthetic, Meets or exceeds API service levels CJ-4, CI-4/Plus, CH-4, CG-4, CF-4. 55 Gallon Drum.

2.2.13. Engine Oil – SAE 5W-20 API service rating SN Resource Conserving, ILSAC GF-5, ACEA A1/B1. 1 Quart Containers.

2.2.14. Engine Oil – SAE 5W-30 API service rating SN Resource Conserving, ILSAC GF-5, ACEA A1/A5, B1/B5. 1 Quart Containers.

2.2.15. Engine Oil – SAE 10W-30 API service rating SN Resource Conserving, ILSAC GF-5. 1 Quart Containers.

2.2.16. Power Steering Fluid – Ford, GM and Chrysler power steering units. 1 Quart Containers.

2.2.17. Propylene Glycol – Environmentally safe coolant. Sierra brand or equal, 50/50 mixture. 55 Gallon Drums and 5 Gallon Containers. For use in boiler systems.

2.2.18. Diesel Exhaust Fluid – API & ISO 22241-1 Certified; Meets AUS-32 Specifications

2.3. Quantity - All orders will be made on an "as needed basis." The quantities specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not

* Product sheets Attached

- constitute a guarantee on the part of the County.
- 2.4. **DESIGNEE** - Boone County Public Works Department, Greg Edington, Asst. Mgr. Road Maintenance Operations, 5551 Tom Bass Rd., Columbia, Missouri 65201.
 - 2.5. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Amy Robbins, Senior Buyer, Boone County Purchasing, 613 E. Ash St., Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: arobbins@boonecountymo.org.
 - 2.6. **DELIVERY** - Boone County Public Works Department, 5551 Tom Bass Rd., Columbia, Missouri 65201.
 - 2.6.1. **Delivery Terms** - FOB Destination – Inside Delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges. Contractor shall have a maximum of three (3) business days to deliver product upon notification from receipt of an order.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
 - 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com under Purchasing Department.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use.
 - 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
 - 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.



BOONE COUNTY, MISSOURI
Request for Bid #: 53-02DEC14 – Shop Fluids Term & Supply

ADDENDUM #1 - Issued November 20, 2014

This addendum is issued in accordance with the Request for Bid and is hereby incorporated into and made a part of the Request for Bid documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's Bid Response.

Scope of Work for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

- I. The County has updated the Response Form for the bid and it is attached as part of this addendum.

Items changed include the following:

- a. 4.8.7. Description updated to read, "Grease (Cartridge) NLGI #2."
- b. 4.8.8. Quantity updated to read, "4 boxes."
- c. 4.8.9. Unit of Measure updated to read, "120 lb. barrel," Description updated to read, "Grease NLGI #2."
- d. 4.8.12. Unit of Measure changed from, "1 QT container," to, "55 GAL," and Quantity changed from, "60," to, "110."

Bidders are instructed to replace the original Response Page with the Revised Response Page attached and to submit the Revised Response Page with their bid response in lieu of the original.

By: *Amy Robbins*

Amy Robbins
Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid 53-02DEC14 – Shop Fluids Term & Supply receipt of which is hereby acknowledged:

Company Name: Champion Brands, LLC

Address: 1001 Golden Drive

Phone Number: 660-885-8151

Fax Number: 660-885-2867

E-mail: RPERELES@CHAMPIONBRANDS.COM or GLONG@CHAMPIONBRANDS.COM

Authorized Representative Signature: *R. S. Pereles*

Date: 11-24-2014

Authorized Representative Printed Name: R. S. Pereles



MISSOURI ONLINE BUSINESS FILING



Limited Liability Company Details as of 12/30/2014

<ul style="list-style-type: none"> Fees & Forms FAQ Corporations Home Business Outreach Office UCC Filings Corporation Filings SOS Home Contact Us 	*Required Field									
<p>If you wish to file online, select the filing from the Filing drop-down list, then click the FILE ONLINE button.</p> <p>To file a registration report, click the FILE REGISTRATION REPORT button.</p> <p>To order copies or certificates, click the COPIES/CERTIFICATES button.</p>										
<table style="width: 100%; border: none;"> <tr> <td style="width: 30%; border: none;"> RETURN TO SEARCH RESULTS </td> <td style="width: 40%; border: none;"> Select filing from the list. Filing Type Amended and Restated Articles of Organization </td> <td style="width: 30%; border: none; text-align: right;"> FILE ONLINE </td> </tr> </table> <p>ORDER COPIES: CERTIFICATES</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 25%; border: none;">General Information</td> <td style="width: 25%; border: none;">Filings</td> <td style="width: 25%; border: none;">Address</td> <td style="width: 25%; border: none;">Contact(s)</td> </tr> </table> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;"> Name(s) CHAMPION BRANDS, L.L.C. Type Limited Liability Company Domesticity Domestic Registered Agent Lowe, Matthew D 301 S. Craig Clinton, MO 64735 </td> <td style="width: 40%; border: none;"> Address Charter No. LC0013293 Status Active Date Formed 6/10/1997 </td> </tr> </table> <p>Duration Perpetual Managed by</p>		RETURN TO SEARCH RESULTS	Select filing from the list. Filing Type Amended and Restated Articles of Organization	FILE ONLINE	General Information	Filings	Address	Contact(s)	Name(s) CHAMPION BRANDS, L.L.C. Type Limited Liability Company Domesticity Domestic Registered Agent Lowe, Matthew D 301 S. Craig Clinton, MO 64735	Address Charter No. LC0013293 Status Active Date Formed 6/10/1997
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<p>The information contained herein is provided as a public service. The State makes no representation or guarantee as to the correctness, completeness or suitability of the information provided or of any linked information. All critical information should be verified directly with the Secretary of State, Corporation Division. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights. The information and/or services provided may change at any time without notice.</p>										

SAM Search Results
List of records matching your search for :

Search Term : Champion* Brands* LLC*
Record Status: Active

No Search Results

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 15

In the County Commission of said county, on the 20th day of January 20 15

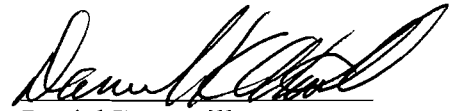
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the City of Columbia Cooperative Contract 16/2015 for Stump Grinding Services Term & Supply with Salter Lawn Services of Ashland, MO.

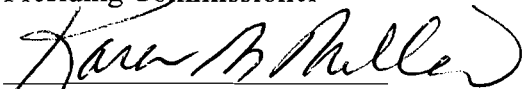
Done this 20th day of January, 2015.

ATTEST:

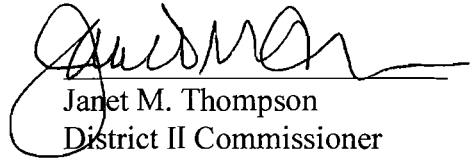
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

2/1-2015

Boone County Purchasing

Elizabeth Sanders, CPPB
Senior Buyer



613 E. Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Elizabeth Sanders
DATE: January 13, 2015
RE: Cooperative Contract #16/2015- Stump Grinding Services-Term & Supply

Purchasing requests permission to utilize the City of Columbia cooperative contract #16/2015 for Stump Grinding Services with Salter Lawn Services of Ashland, Missouri, to be used as needed by Facilities Maintenance and Public Works Department.

This is a term and supply contract with current term expiring November 30, 2015 and four (4) one-year renewal options available, to be exercised separately at discretion of the County. No requisitions or appropriations are pending at this time. Any expenditures by Facilities would come from Dept 6100 (Facilities & Grounds Maintenance), and Dept 1610 (Parks and Recreation), Account 60400 (Grounds Maintenance). FY 2015 budget is \$14,330.00 in Dept 6100 and \$26,060.00 in Dept 1610.

cc: Facilities Maintenance
Public Works
Contract File

**PURCHASE AGREEMENT
FOR
STUMP GRINDING SERVICES**

THIS AGREEMENT dated the 20th day of January 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Salter Lawn Service, LLC, herein "Vendor."

IN CONSIDERATION of the parties' performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Stump Grinding Services**; City of Columbia Request for Quotation **16/2015**, including the Terms and Conditions, the unexecuted bid document and response sections, insurance requirements and the Contractor's bid response dated November 4, 2014, and executed by Stacy Salter, of Salter Lawn Service, LLC, as Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, City of Columbia's RFQ bid document with Terms and Conditions and insurance requirements shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from Contractor and Contractor agrees to supply the County all materials and labor to perform Stump Grinding Services per City of Columbia's bid specifications and in conformity with the contract documents, and for the prices set forth in the Contractor's bid response. Services to be provided as needed and ordered by Boone County departments.

3. **Contract Duration** - This agreement shall commence on date of Commission Order written above and **extend through November 30, 2015** with up to four (4), one-year renewal options, if so elected by City of Columbia, and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

4. **Billing and Payment** - All billing shall be invoiced to the using Boone County departments and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, extra services, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

2)-2015

7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

SALTER LAWN SERVICE, LLC.

BOONE COUNTY, MISSOURI

by *Steve Salter*
title owner

by: Boone County Commission
Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

J. Noren
County Counselor

Wendy S. Noren
Wendy S. Noren, County Clerk

For County Auditor signature

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

Jane E. Pitchford
Signature *by af*

1/13/15
Date

Term and Supply Contract- county wide
6100/1610/2040 - 60400 - No Encumbrance Required
Appropriation Account

BOONE COUNTY STANDARD TERMS AND CONDITIONS

1. **Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.**
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
01/08/2015

PRODUCER

TROY LOWREY
PO BOX 315
ASHLAND, MO
65010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

STACY SALTER
SALTER LAWN SERVICE, LLC
PO Box 136
ASHLAND, MO 65010

INSURER A: Western World Insurance Co
INSURER B: MEM
INSURER C: Shelter Insurance
INSURER D:
INSURER E:

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 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	npp6168831	05/16/2014	05/16/2015	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP. AGG \$ 1,000,000
A	Additional Insured GENL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> additional Insured	24-14832248-33	04/14/2014	11/08/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1- MILLION BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	mem020123-08	5/8/2014	5/8/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1- MILLION E.L. DISEASE - EA EMPLOYEE \$ 1-MILLION E.L. DISEASE - POLICY LIMIT \$ 1-MILLION
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Lawn care and snow remove and Stump Grinding

CERTIFICATE HOLDER **ADDITIONAL INSURED; INSURER LETTER:**

The County of Boone
613 E Ash Street Room 111
Columbia, Mo
65201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER

TROY LOWREY
PO BOX 315
ASHLAND, MO
65010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

STACY SALTER
SALTER LAWN SERVICE, LLC
PO Box 136
ASHLAND, MO 65010

INSURER A: Western World Insurance Co.
INSURER B: MISSOURI EMPLOYERS MUTUAL MEM
INSURER C: Shelter Insurance
INSURER D:
INSURER E:

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 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				
A	COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR	nn150044	6/14/2014	6/14/2015	EACH OCCURRENCE \$ 3000000 FIRE DAMAGE (Any one fire) \$ 50000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 3000000 GENERAL AGGREGATE \$ 3000000 PRODUCTS - COMP/OP. AGG \$ 3000000
A	Additional Insured GEN'L AGGREGATE LIMIT APPLIES PER: POLICY x PRO-JECT LOC				
C	AUTOMOBILE LIABILITY ANY AUTO	24-1-4832248-10	04/14/2014	4/14/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1- MILLION BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
c	ALL OWNED AUTOS				
c	SCHEDULED AUTOS				
c	HIRED AUTOS				
c	NON-OWNED AUTOS				
c	additionaol Insured				
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY OCCUR CLAIMS MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	DEDUCTIBLE RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	mem020123-08	5/8/2014	5/8/2015	X WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1- MILLION E.L. DISEASE - EA EMPLOYEE \$ 1-MILLION E.L. DISEASE - POLICY LIMIT \$ 1-MILLION
	OTHER				

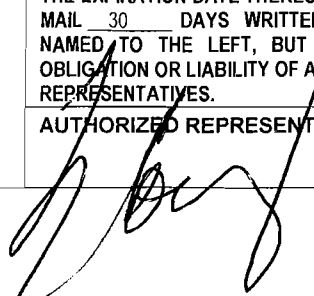
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Lawn care and snow removal

CERTIFICATE HOLDER x **ADDITIONAL INSURED;** INSURER LETTER: x **CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



AFFIDAVIT
(Only Required for Certification of Individual Bidder (Option #2))

State of Missouri)
)SS.
County of Boone)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

01-06-15
Date

Stacy Salter
Signature

43-1856651
Social Security Number
or Other Federal I.D. Number

Stacy Salter
Printed Name

On the date above written Stacy Salter appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Michelle Lynn Meyer
Notary Public

My Commission Expires: March 19 2017

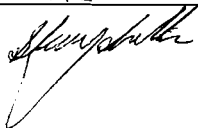


MICHELLE LYNN MEYER
My Commission Expires
March 19, 2017
Boone County
Commission #13461722

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- ✓ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents).
Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
3. I have provided a completed application for a birth certificate pending in the State of . Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Stacy Salter 01-05-14
Applicant  Date

Stacy Salter
Printed Name

Company ID Number: 544349

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Salter Lawn Service L.L.C. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



Company ID Number: 544349

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 Salter Lawn Service L.L.C.	
Stacy Salter Name (Please Type or Print)	Title
Electronically Signed Signature	04/17/2012 Date

Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed Signature	04/17/2012 Date

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name:	Salter Lawn Service L.L.C.
Company Facility Address:	805 Ashley Drive
	Ashland, MO 65010
Company Alternate Address:	P.O. Box 136
	Ashland, MO 65010
County or Parish:	BOONE
Employer Identification Number:	431856651

Company ID Number: 544349

North American Industry Classification Systems Code:	238
Administrator:	
Number of Employees:	10 to 19
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">MISSOURI 1 site(s)	

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

Name:	James L. Kavanaugh	Fax Number:	(573) 657 - 2475
Telephone Number:	(573) 657 - 2455		
E-mail Address:	slsoffice@salterlawnservice.com		
Name:	Stacy Salter	Fax Number:	(573) 657 - 2475
Telephone Number:	(573) 657 - 2455		
E-mail Address:	salterlawn@yahoo.com		

City of Columbia Purchasing (City of Columbia) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Michelle Sorensen Procurement Officer	Address		Address	
Email	mdsorens@gocolumbiamo.com	Contact		Contact	
Phone	(573) 874.6317	Department		Department	
Fax	(573) 874-7762	Building		Building	
Bid Number	16/2015	Floor/Room		Floor/Room	
Title	Stump Grinding Services Term & Supply	Telephone		Telephone	
Bid Type	RFQ-F	Fax		Fax	
Issue Date	10/15/2014	Email		Email	
Close Date	11/4/2014 2:00:00 PM CT				
Need by Date					

Supplier Information

Company Salter Lawn Service LLC
 Address 805 Ashley Drive
 PO BOX 136
 Ashland, MO 65010
 Contact
 Department
 Building
 Floor/Room
 Telephone 1 (573) 657-2455
 Fax 1 (573) 657-2475
 Email
 Submitted 11/4/2014 11:17:26 AM CT
 Total \$875.00

Signature Stacy Salter

Email salterlawn@yahoo.com

Supplier Notes

Bid Notes

BIDDERS ARE ENCOURAGED TO USE THE ELECTRONIC BID SYSTEM FOR SUBMITTING BIDS AND MUST COMPLETE ALL REQUIRED FIELDS. NO FAX OR E-MAIL RESPONSES WILL BE ACCEPTED. IF YOU CHOOSE TO SUBMIT MANUALLY, (hard paper copy) PRINT THE "INVITATION" LISTED UNDER "DOCUMENTS" IN ITS ENTIRETY, COMPLETE AND SUBMIT TO PURCHASING, 701 E. BROADWAY, 5TH FLOOR, COLUMBIA MO 65201, UNTIL THE BID CLOSING DATE AND TIME. BIDS MUST BE IN A SEALED ENVELOPE AND HAVE THE BID NUMBER AND DESCRIPTION CLEARLY LABELED ON THE OUTSIDE OF THE ENVELOPE.

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Terms and Conditions	Accept terms and conditions	Accept
2	Certificate of Insurance Requirement Acknowledgment	The City of Columbia's insurance requirements have been attached to this bid document. The Bidder hereby acknowledges that these insurance requirements have been reviewed and if awarded a contract, bidder will provide a Certificate of Insurance meeting these requirements as set forth herein.	Certificate of Insurance Requirement Acknowledgment
3	Payment Terms	Please Indicate Payment Terms:	Net 60 Days
4	RESPONSE TIME	SPECIFY YOUR NORMAL RESPONSE TIME AFTER NOTIFICATION FOR WORK TO BE PERFORMED IN HOURS	24 hours maximum
5	Cooperative Contract Pricing	Would you be willing to offer the same pricing to members of the Mid-Missouri Public Purchasing Cooperative? (Not responding to this question will not impact the evaluation of this bid.)	Agree
6	LIST OF REFERENCES FOR WHOM SIMILAR WORK HAS BEEN PERFORMED DURING THE LAST 12 MONTHS	PROVIDE REFERENCE NAME, ADDRESS, CONTACT PERSON AND PHONE NUMBER.	<p>City of Mexico, MO Chad Shoemaker 300 N. Coal St., Mexico, MO 65265 (573)581-2100</p> <p>Ed Deutsch 11599 Barnes Chappel Columbia, MO 65201 (573)875-1118</p> <p>Columbia Public Library Russ Niermeyer 100 West Broadway Columbia, MO 65201 (573)443-3161</p> <p>Fulton Housing Authority Bruce Carpenter 350 Sycamore St. PO Box 814 Fulton, MO 65251-0814 (573)642-7611</p>
7	EQUIPMENT TO BE USED FOR SERVICES	PROVIDE LIST INCLUDING MAKE, MODEL AND AGE OF EQUIPMENT TO BE USED IN PERFORMING SERVICES.	2009 Bobcat T-320 with 2011 stump grinder attachment.
8	W-9 Submission	Provide a current W-9 using any of the following methods: by uploading and attaching to their bid response; by emailing the W-9 to the Buyer named on page 1 of this document; or by mailing to the City of Columbia Purchasing Division, 701 E. Broadway, 5TH Floor, Columbia, MO 65205.	Please see attached.
9	If you have done business under a different name, please give that name and location:	If you have done business under a different name, please give that name and location:	
10	Have you ever failed to complete any work awarded to your company?	Have you ever failed to complete any work awarded to your company? If so, where and why?	Never

- | | | | |
|----|--|--|---|
| 11 | References | List three references, minimum, for same type of work performed in the past six months. State name and telephone number of contact person, as well as nature and cost of appraisal(s). Attach separate sheet if necessary. | Attached |
| 12 | Term & Supply Contract with Quantities | <p>TERM AND SUPPLY CONTRACT for furnishing City of Columbia with ITEM(S) DESCRIPTION, as needed and as requested, from date of award through November 30, 2015. AGREE PRICES WILL BE FIRM FOR THE FIRST YEAR OF THE CONTRACT PERIOD.</p> <p>The quantities listed in this request for quotation are an estimate of the quantities that will be needed for the first year of the contract period. The City reserves the right to increase or decrease these quantities as needed.</p> | AGREE |
| 13 | Renewal Options | Term & Supply Contract Renewal Options: Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc. This contract may be canceled by the City upon 10 days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the City. | Renewal Options Acknowledgement |
| 14 | Contract Administration Contact | Provide the contact information for the person in your firm responsible for contracting and authorizing renewals of the contract. | Stacy Salter - Owner
573-657-2455 - Office
573-424-1644 - Personal Cell Phone |

Line Items

#	Qty	UOM	Description	Response
1	1	EA	PROVIDE THE PRICING AT WHICH YOU WILL PROVIDE YOUR SERVICES TO THE CITY OF COLUMBIA, INCLUDING ALL TRAVEL TIME, MILAGE, EQUIPMENT, MARKUP, ETC.	\$20.00
Item Notes: SMALL TREE UP TO 12" BASE BID TO BE BASED UPON STUMP GRINDING ONLY.				
Supplier Notes:				
2	1	EA	PROVIDE THE PRICING AT WHICH YOU WILL PROVIDE YOUR SERVICES TO THE CITY OF COLUMBIA, INCLUDING ALL TRAVEL TIME, MILAGE, EQUIPMENT, MARKUP, ETC.	\$50.00
Item Notes: SMALL TREE UP TO 12" ALTERNATE BID #1 TO INCLUDE STUMP GRINDING, REMOVAL, CLEANUP AND BACKFILL.				
Supplier Notes:				
3	1	EA	PROVIDE THE PRICING AT WHICH YOU WILL PROVIDE YOUR SERVICES TO THE CITY OF COLUMBIA, INCLUDING ALL TRAVEL TIME, MILAGE, EQUIPMENT, MARKUP, ETC.	\$60.00
Item Notes: SMALL TREE UP TO 12" ALTERNATE BID #2 TO INCLUDE STUMP GRINDING, REMOVAL, CLEANUP AND BACKFILL, STRAW AND SEEDING.				
Supplier Notes:				
4	1	EA	PROVIDE THE PRICING AT WHICH YOU WILL PROVIDE YOUR SERVICES TO THE CITY OF COLUMBIA, INCLUDING ALL TRAVEL TIME, MILAGE, EQUIPMENT, MARKUP, ETC.	\$60.00
Item Notes: MEDIUM TREE 13" TO 20" BASE PRICE TO BE BASED UPON STUMP GRINDING ONLY.				
Supplier Notes:				
5	1	EA	PROVIDE THE PRICING AT WHICH YOU WILL PROVIDE YOUR SERVICES TO THE CITY OF COLUMBIA, INCLUDING ALL TRAVEL TIME, MILAGE, EQUIPMENT, MARKUP, ETC.	\$100.00
Item Notes: MEDIUM TREE 13" TO 20" ALTERNATIVE BID #1 TO INCLUDE STUMP GRINDING REMOVAL, CLEANUP AND BACKFILL.				
Supplier Notes:				
6	1	EA	PROVIDE THE PRICING AT WHICH YOU WILL PROVIDE YOUR SERVICES TO THE CITY OF COLUMBIA, INCLUDING ALL TRAVEL TIME, MILAGE, EQUIPMENT, MARKUP, ETC.	\$115.00
Item Notes: MEDIUM TREE 13" TO 20" ALTERNATIVE BID #2 TO INCLUDE STUMP GRINDING, REMOVAL, CLEANUP AND BACKFILL STRAW AND SEEDING.				
Supplier Notes:				

7	1	EA	PROVIDE THE PRICING AT WHICH YOU WILL PROVIDE YOUR SERVICES TO THE CITY OF COLUMBIA, INCLUDING ALL TRAVEL TIME, MILAGE, EQUIPMENT, MARKUP, ETC.	\$100.00
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Item Notes: LARGE TREE 21" AND UP BASE PRICE TO BE BASED UPON STUMP GRINDING ONLY.

Supplier Notes:

8	1	EA	PROVIDE THE PRICING AT WHICH YOU WILL PROVIDE YOUR SERVICES TO THE CITY OF COLUMBIA, INCLUDING ALL TRAVEL TIME, MILAGE, EQUIPMENT, MARKUP, ETC.	\$175.00
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Item Notes: LARGE TREE 21" ALTERNATIVE BID #1 TO INCLUDE STUMP GRINDING ONLY, REMOVAL, CLEANUP AND BACKFILL.

Supplier Notes:

9	1	EA	PROVIDE THE PRICING AT WHICH YOU WILL PROVIDE YOUR SERVICES TO THE CITY OF COLUMBIA, INCLUDING ALL TRAVEL TIME, MILAGE, EQUIPMENT, MARKUP, ETC.	\$195.00
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Item Notes: LARGE TREE 21" ALTERNATIVE BID #2 TO INCLUDE STUMP GRINDING ONLY, REMOVAL, CLEANUP AND BACKFILL, STRAW AND SEEDING.

Supplier Notes:

Response Total: \$875.00



805 Ashley Drive ~Ashland, MO 65010
Office: 573-657-2455 ~Mobile: 573-424-1644 ~Fax: 573-657-2475
salterlawn@yahoo.com
"ONE CALL, WE DO IT ALL!"

REFERENCES WITHIN LAST 6 MONTHS:

MOHELA

Keith Broadus
555 Vandiver Drive
Jefferson City, MO 65202
(573) 303-1287
\$150 per stump

COLUMBIA PUBLIC LIBRARY

Russ Neymeyer
100 West Broadway
Columbia, MO 65201
(573) 443-3161
\$150 per stump

EAGLE ACHIEVERS ACADEMIC CENTER

Julia White
600 S. Henry Clay Blvd.
Ashland, MO 65010
(573) 657-2200

"ONE CALL, WE DO IT ALL!"

BLANK BID DOCUMENT
RFQ 16/2015

City of Columbia Purchasing

Bid Information

Bid Owner Michelle Sorensen Procurement Officer
Email mdsorens@gocolumbiamo.com
Phone (573) 874.6317
Fax (573) 874-7762
Bid Number 16/2015
Title Stump Grinding Services Term & Supply
Bid Type RFQ-F
Issue Date 10/08/2014
Close Date 11/4/2014 2:00:00 PM

Contact Information

Address
Contact
Department
Building
Floor/Room
Telephone
Fax
Email

Ship to Information

Address
Contact
Department
Building
Floor/Room
Telephone
Fax
Email

Supplier Information

Company Name
Contact Name
Address

Telephone
Fax
Email

Signature

Supplier Notes

Date / /

Bid Notes

BIDDERS ARE ENCOURAGED TO USE THE ELECTRONIC BID SYSTEM FOR SUBMITTING BIDS AND MUST COMPLETE ALL REQUIRED FIELDS. NO FAX OR E-MAIL RESPONSES WILL BE ACCEPTED. IF YOU CHOOSE TO SUBMIT MANUALLY,(hard paper copy) PRINT THE "INVITATION" LISTED UNDER "DOCUMENTS" IN ITS ENTIRETY, COMPLETE AND SUBMIT TO PURCHASING, 701 E. BROADWAY, 5TH FLOOR, COLUMBIA MO 65201, UNTIL THE BID CLOSING DATE AND TIME. BIDS MUST BE IN A SEALED ENVELOPE AND HAVE THE BID NUMBER AND DESCRIPTION CLEARLY LABELED ON THE OUTSIDE OF THE ENVELOPE.

Bid Activities

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

Line	Filename	Description
Header	Terms & Conditions of Ebidding - Revised 8-26-13.pdf	

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Terms and Conditions	Accept terms and conditions	_____ (Required)
2	Certificate of Insurance Requirement Acknowledgment	The City of Columbia's insurance requirements have been attached to this bid document. The Bidder hereby acknowledges that these insurance requirements have been reviewed and if awarded a contract, bidder will provide a Certificate of Insurance meeting these requirements as set forth herein.	_____ (Required)
3	Payment Terms	Please Indicate Payment Terms:	_____ (Required)
4	RESPONSE TIME	SPECIFY YOUR NORMAL RESPONSE TIME AFTER NOTIFICATION FOR WORK TO BE PERFORMED IN HOURS	_____ (Required)
5	Cooperative Contract Pricing	Would you be willing to offer the same pricing to members of the Mid-Missouri Public Purchasing Cooperative? (Not responding to this question will not impact the evaluation of this bid.)	_____ (Optional)
6	LIST OF REFERENCES FOR WHOM SIMILAR WORK HAS BEEN PERFORMED DURING THE LAST 12 MONTHS	PROVIDE REFERENCE NAME, ADDRESS, CONTACT PERSON AND PHONE NUMBER.	_____ (Required)
7	EQUIPMENT TO BE USED FOR SERVICES	PROVIDE LIST INCLUDING MAKE, MODEL AND AGE OF EQUIPMENT TO BE USED IN PERFORMING SERVICES.	_____ (Required)
8	W-9 Submission	Provide a current W-9 using any of the following methods: by uploading and attaching to their bid response; by emailing the W-9 to the Buyer named on page 1 of this document; or by mailing to the City of Columbia Purchasing Division, 701 E. Broadway, 5TH Floor, Columbia, MO 65205.	_____ (Optional)
9	If you have done business under a different name, please give that name and location:	If you have done business under a different name, please give that name and location:	_____ (Optional)
10	Have you ever failed to complete any work awarded to your company?	Have you ever failed to complete any work awarded to your company? If so, where and why?	_____ (Required)
11	References	List three references, minimum, for same type of work performed in the past six months. State name and telephone number of contact person, as well as nature and cost of appraisal(s). Attach separate sheet if necessary.	_____ (Required)
12	Term & Supply Contract with Quantities	TERM AND SUPPLY CONTRACT for furnishing City of Columbia with ITEM(S) DESCRIPTION, as needed and as requested, from date of award through November 30, 2015. AGREE PRICES WILL BE FIRM FOR THE FIRST YEAR OF THE CONTRACT PERIOD. The quantities listed in this request for quotation are an estimate of the quantities that will be needed for the first year of the contract period. The City reserves the right to increase or decrease these quantities as needed.	_____ (Required)
13	Renewal Options	Term & Supply Contract Renewal Options: Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc. This contract may be canceled by the City upon 10 days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the City.	_____ (Required)

14 Contract Administration Contact

Provide the contact information for the person in your firm _____ (Required)
responsible for contracting and authorizing renewals of the
contract.

Line Items

#	Qty	UOM	Description	Response
1	1	EA	PROVIDE THE PRICING AT WHICH YOU WILL PROVIDE YOUR SERVICES TO THE CITY OF COLUMBIA, INCLUDING ALL TRAVEL TIME, MILAGE, EQUIPMENT, MARKUP, ETC.	\$ _____

Item Notes: SMALL TREE UP TO 12" BASE BID TO BE BASED UPON STUMP GRINDING ONLY.

Supplier Notes: _____

2	1	EA	PROVIDE THE PRICING AT WHICH YOU WILL PROVIDE YOUR SERVICES TO THE CITY OF COLUMBIA, INCLUDING ALL TRAVEL TIME, MILAGE, EQUIPMENT, MARKUP, ETC.	\$ _____
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Item Notes: SMALL TREE UP TO 12" ALTERNATE BID #1 TO INCLUDE STUMP GRINDING, REMOVAL, CLEANUP AND BACKFILL.

Supplier Notes: _____

3	1	EA	PROVIDE THE PRICING AT WHICH YOU WILL PROVIDE YOUR SERVICES TO THE CITY OF COLUMBIA, INCLUDING ALL TRAVEL TIME, MILAGE, EQUIPMENT, MARKUP, ETC.	\$ _____
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Item Notes: SMALL TREE UP TO 12" ALTERNATE BID #2 TO INCLUDE STUMP GRINDING, REMOVAL, CLEANUP AND BACKFILL, STRAW AND SEEDING.

Supplier Notes: _____

4	1	EA	PROVIDE THE PRICING AT WHICH YOU WILL PROVIDE YOUR SERVICES TO THE CITY OF COLUMBIA, INCLUDING ALL TRAVEL TIME, MILAGE, EQUIPMENT, MARKUP, ETC.	\$ _____
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Item Notes: MEDIUM TREE 13" TO 20" BASE PRICE TO BE BASED UPON STUMP GRINDING ONLY.

Supplier Notes: _____

5	1	EA	PROVIDE THE PRICING AT WHICH YOU WILL PROVIDE YOUR SERVICES TO THE CITY OF COLUMBIA, INCLUDING ALL TRAVEL TIME, MILAGE, EQUIPMENT, MARKUP, ETC.	\$ _____
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Item Notes: MEDIUM TREE 13" TO 20" ALTERNATIVE BID #1 TO INCLUDE STUMP GRINDING REMOVAL, CLEANUP AND BACKFILL.

Supplier Notes: _____

6 1 EA PROVIDE THE PRICING AT WHICH YOU WILL PROVIDE YOUR SERVICES TO THE CITY OF COLUMBIA, INCLUDING ALL TRAVEL TIME, MILAGE, EQUIPMENT, MARKUP, \$ _____ ETC.

Item Notes: MEDIUM TREE 13" TO 20" ALTERNATIVE BID #2 TO INCLUDE STUMP GRINDING, REMOVAL, CLEANUP AND BACKFILL STRAW AND SEEDING.

Supplier Notes: _____

7 1 EA PROVIDE THE PRICING AT WHICH YOU WILL PROVIDE YOUR SERVICES TO THE CITY OF COLUMBIA, INCLUDING ALL TRAVEL TIME, MILAGE, EQUIPMENT, MARKUP, \$ _____ ETC.

Item Notes: LARGE TREE 21" AND UP BASE PRICE TO BE BASED UPON STUMP GRINDING ONLY.

Supplier Notes: _____

8 1 EA PROVIDE THE PRICING AT WHICH YOU WILL PROVIDE YOUR SERVICES TO THE CITY OF COLUMBIA, INCLUDING ALL TRAVEL TIME, MILAGE, EQUIPMENT, MARKUP, \$ _____ ETC.

Item Notes: LARGE TREE 21" ALTERNATIVE BID #1 TO INCLUDE STUMP GRINDING ONLY, REMOVAL, CLEANUP AND BACKFILL.

Supplier Notes: _____

9 1 EA PROVIDE THE PRICING AT WHICH YOU WILL PROVIDE YOUR SERVICES TO THE CITY OF COLUMBIA, INCLUDING ALL TRAVEL TIME, MILAGE, EQUIPMENT, MARKUP, \$ _____ ETC.

Item Notes: LARGE TREE 21" ALTERNATIVE BID #2 TO INCLUDE STUMP GRINDING ONLY, REMOVAL, CLEANUP AND BACKFILL, STRAW AND SEEDING.

Supplier Notes: _____

CONTRACTORS INSURANCE REQUIREMENTS (supplements Article 11 of AIA Document A201, 1997 Edition and other forms) THESE SPECIFICATIONS APPLY TO ALL CONTRACTORS WHO WILL BE ON THE JOBSITE, WHETHER A GENERAL CONTRACTOR OR ANY SUBCONTRACTOR.

INSURANCE: Contractor shall, at its expense, procure and maintain at a minimum for the duration of the Project and through the correction period stated in the agreement, except as otherwise set forth herein, the types and amounts of insurance described below or as otherwise required by law on all of its operations, in companies registered to do business in the State of Missouri and having an A.M. Best Rating of A- IX or higher:

- A. Workers' Compensation and Employers Liability Insurance. Contractor shall carry Workers' Compensation Insurance as required by any applicable law or regulation. Employers Liability Insurance shall be in amounts no less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease. If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Workers Compensation act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

If the contractor's Employers Liability limits are below those stated above an umbrella liability policy may be used to the requested limit.

- B. Commercial General Liability Insurance Contractor shall carry Commercial General Liability Insurance written on ISO occurrence form CG 00 01 07 98 or later edition (or a substitute form providing equivalent coverage) and shall cover all operations by or on behalf of the Contractor, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:

- (1) Premises and Operations
- (2) Products and Completed Operations
- (3) Contractual Liability insuring the obligations assumed by the Contractor under this Contract.
- (4) Broad Form Property Damage (including Completed Operations)
- (5) Explosion, Collapse and Underground Hazards
- (6) Personal Injury Liability and Advertising Injury Liability

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit shall apply separately to the Contractor's project under this Contract. Completed Operations coverage must be maintained for the correction period provided by the agreement.

Limit of Liability. The Commercial General Liability policy limits shall not be less than:
\$2,000,000 Each Occurrence (Combined Single Limit for Bodily Injury and Property Damage)
\$2,000,000 Aggregate for Products/Completed Operations
\$2,000,000 Personal Injury/Advertising Injury
\$2,000,000 General Aggregate (provide endorsement to apply the General Aggregate per project)

If the contractor's Commercial General Liability limits are below those stated above an umbrella liability policy may be used to the requested limit.

Additional Insured The Owner, all of its officers, directors and employees, shall be named as Additional Insured under the Commercial General Liability Insurance using ISO Additional Insured Endorsements CG 20 10 and CG 20 37, or substitute providing equivalent coverage. These endorsements must be stated on the insurance certificate provided to the Owner and a copy of the endorsements confirming coverage should accompany the insurance certificate.

Primary Coverage The Contractor's Commercial General Liability Policy shall apply as primary insurance and any other insurance carried by the Architect or the Owner shall be excess only and will not contribute with Contractor's insurance. This must be stated on the insurance certificate and a copy of the endorsement confirming coverage should accompany the insurance certificate.

- D. Business Automobile Liability Insurance The policy should be written on ISO form CA 0001, CA 0005, CA 0002, CA0020 or a substitute form providing equivalent coverage and shall provide coverage for all owned, hired and non-owned vehicles. The limit of liability should be at least \$2,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident and should also cover Automobile Contractual Liability. The policy should name the Owner and all of its officers, directors and employees as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner shall be excess only and will not contribute with Contractor's insurance. To confirm coverage, a copy of the Additional Insured Endorsement and the Primary Insurance Endorsement should accompany the insurance certificate.

If the contractor's Business Automobile Liability limits are below those stated above an umbrella liability policy may be used to the requested limit.

- E. Umbrella Excess Liability. The Contractor should provide an umbrella excess liability policy that will provide a minimum of \$5,000,000 per occurrence/\$5,000,000 aggregate over the above listed coverages. This policy should "follow-form" of the underlying policies and comply with all insurance requirements of those policies. If the General Aggregate of the Commercial General Liability policy does not apply per project, the limits should be \$6,000,000 per occurrence/\$6,000,000 aggregate.
- F. Waiver of Subrogation The Commercial General Liability and Automobile Liability policies shall each contain a waiver of subrogation in favor of the Owner and its officers, directors and employees.
- G. Certificates of Insurance As evidence of the insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the Contractor to the Owner and Architect before any Work under the Contract is commenced by the Contractor. Owner shall have the right, but not the obligation, to prohibit Contractor or any Subcontractor from entering the Project site until such certificates are received and approved by the Owner. With respect to insurance to be maintained after final payment, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner as a precondition to final payment. The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. Failure to maintain the insurance required herein may result in termination of the Contract at Owner's option. In the event the Contractor does not comply with the requirements of this section, the Owner shall have the right, but not the obligation, to provide insurance coverage to protect the Owner and Architect, and charge the Contractor for the cost of that insurance. The required insurance shall be subject to the approval of the Architect, but any acceptance of insurance certificates by the Architect or Owner shall in no way limit or relieve the Contractor of their duties and responsibilities in this Agreement.
- H. Copies of Policies. Contractor shall furnish a certified copy of any and all insurance policies required under this Contract within ten (10) days of Owner's written request for said policies.
- I. Subcontractors Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor shall provide to Owner copies

of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner and Architect as Additional Insureds and have the Waiver of Subrogation endorsement added.

- I. Other Insurance. The Owner may require insurance coverage in excess of the types and amounts required in this Exhibit. Contractor shall attempt in good faith to obtain quotes for such additional coverage and provide them to Owner for review. Contractor shall purchase any such additional insurance as may be requested by the Owner in writing. Owner shall pay any additional premium for such additional coverage.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

January Session of the January Adjourned

Term. 20 15

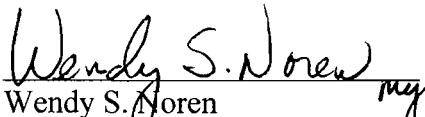
In the County Commission of said county, on the 20th day of January 20 15

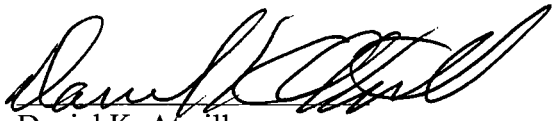
the following, among other proceedings, were had, viz:

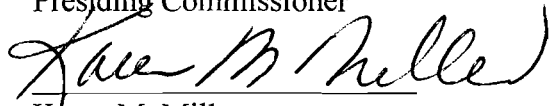
Now on this day the County Commission of the County of Boone does hereby approve the attached Agreement between Boone County and The Curators of the University of Missouri for County Medical Examiner services. The terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

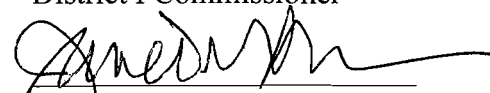
Done this 20th day of January, 2015.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Daniel K. Atwill
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

UNIVERSITY *of* MISSOURI

22-2015

SCHOOL OF MEDICINE · DEPARTMENT OF PATHOLOGY AND ANATOMICAL SCIENCES

BUSINESS OFFICE

January 8, 2015

Boone County Counselor
CJ Dykhouse
801 E Walnut, Suite 211
Columbia, MO 65201

Dear Mr. Dykhouse,

Enclosed are the two signed original contracts between the University and Boone County, for Medical Examiner duties. Please secure the signatures on your end and return one original to me in the enclosed envelope.

Cindy Craig
University of Missouri Pathology
One Hospital Drive
M214
Columbia, MO 65212

If you have any questions, I may be reached at 573-882-4110.

Sincerely,



Cindy Craig
Business Office



22-2015



003244-MNCT-9100

AGREEMENT

BOONE COUNTY

MED EXAMINER SERVICES

THIS AGREEMENT, made and entered into this 1st day of January 2015, by and between THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri, for and on behalf of the University of Missouri Health Sciences Center, Department of Pathology & Anatomical Sciences (hereinafter referred to as the "University") and BOONE COUNTY, MISSOURI, a political subdivision of the State of Missouri (hereinafter referred to as the "County".)

WITNESSETH

WHEREAS the County requires the services of physicians to perform the duties of County Medical Examiner for Boone County, and support services for the office of Medical Examiner; and

WHEREAS the University has available the services of a physician licensed in the State of Missouri and board certified in forensic pathology, and capability to provide support services:

NOW THEREFORE, it is mutually agreed as follows:

1. The University will make a physician licensed as above available to the County to perform the services of County Medical Examiner. This service shall be provided by Dr. Chris Stacy, M.D.
2. The University shall provide support services per Addendum A attached.
3. The initial term of this agreement shall be for a period of 12 months commencing on the 1st day of January 2015 and ending on the 31st day of December, 2015, with the contract automatically renewing for additional, 1-year terms through December 31, 2017, per the pricing in Addendum B, unless terminated by one of the parties pursuant to paragraph #4.
4. Either the University or the County may terminate this agreement by giving 30 days prior written notice.
5. The County shall pay the University at the rate detailed in Addendum B for the services provided. The sum shall be paid in equal monthly installments.
6. The County shall provide Medical Examiner Coverage under its Public Official Errors and Omissions insurance policy; however, the County does not warrant that such policy will provide medical malpractice coverage or agree to indemnify for such claims.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives effective as of the day and year stated above.

THE CURATORS OF THE UNIVERSITY OF MISSOURI

Lisa J. Wimmenauer
Assoc. Director, Business Svcs

BOONE COUNTY, MISSOURI

By: PRESIDING COMMISSIONER

By:

APPROVED
APPROVED
LEGAL FORM

BUSINESS SERVICES

12/30/14

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

Jane Mitchell 01/15/2015
Auditor Date

APPROVED AS TO LEGAL FORM

DATE: 1/14/15

ADDENDUM A

This addendum defines the Medical Examiner Support Services that provide a Chief Death Investigator to supervise services for Boone County and the duly appointed Boone County Medical Examiner in the performance of duties of such office as prescribed by law.

1. Provision and supervision of adequate qualified personnel to provide death investigation services in Boone County under the direction of the Medical Examiner 365 days per year, 24 hours per day.
2. Death investigation services including, but not limited to, taking telephone reports of deaths, scene investigations and arrangement for body transport conducted under policies and procedures established by the Medical Examiner; handling and maintaining bodies and personal effects before and after external examination or autopsy under policies and procedures established by the Medical Examiner; assisting the Medical Examiner in the conduct of autopsies as directed by the Medical Examiner, preparation of required regulatory reports in connection with deaths as required by the Medical Examiner, and performing such other duties as the Death Investigator shall be authorized, or required to perform by the Medical Examiner in the performance of his/her duties in office.
3. Supply office materials and supplies, utilities, training, telephones, cell phones, pagers, and answering service.
4. Calls/pages for body removal shall be answered within fifteen (15) minutes, at which time arrangements will be made regarding location and removal of the body.
5. Provide direction and arrangements for the proper transportation.
6. Ensure that all bodies transported pursuant to this agreement shall be properly identified with the deceased person's name, if known.
7. Comply with all applicable standards and requirements adopted by the Board of Health.
8. Dispose of all disposable supplies and bio-hazardous materials used in, or remaining from, transporting deceased individuals in a manner consistent with OSHA guidelines and all other applicable environmental codes, statutes, resolutions and ordinances of the United States, The State of Missouri, Boone County, Missouri, and the City of Columbia, Missouri.
9. Provide morgue facilities and equipment suitable for the performance and conduct of autopsies and for the refrigerated storage of bodies necessary for the satisfactory performance of the duties of the office of Medical Examiner.
10. Provide administrative and office support for the office of the Medical Examiner, including maintenance and administration of the Medical Examiner's annual budget, maintenance and preparation of statistics, reports and such other secretarial and clerical services, as are required by and budgeted for the Medical Examiner.

22-2015

11. The University shall be responsible for all expenses and overhead necessary in performing the obligations of Medical Examiner Support Services, including all office and administrative expenses, payroll, employee benefits, and employer required taxes and contributions for employees hired by the Contractor
12. The University, under the direction of the Medical Examiner, shall keep all official records as required by law and subject to any lawful privilege of confidentiality or other lawful privilege, make such records available to the Boone County Commission, Boone County Auditor, any independent outside auditor appointed by the County for internal audit purposes and to the general public under applicable open meetings and records law.
13. The University shall provide quarterly reports to the county in order to track services provided.

22-2015

Addendum B

14. The University will bill Boone County, the annual sum of \$241,221 for all services performed by the Medical Examiner's office for calendar year 2015.
 - i. This shall include services of licensed physician described in section one to serve as Medical Examiner; Medical Examiner Office Support services (Death Investigator, Forensic technician, clerical staff, etc..) and all related testing and services, i.e. x-rays, toxicology, etc.
 - b. Monthly billing will be \$20,101.75

15. Renewal pricing for the above-described services shall be as follows:
 - a. 1/1/2016-12/31/2016: \$281,666, to be paid in monthly installments.
 - b. 1/1/2017-12/31/2017: \$322,110, to be paid in monthly installments.

16. A comprehensive Profit and Loss statement for the Medical Examiner's office was performed in August of 2014 (Addendum C) and reviewed with County Commissioners, CJ Dykhouse, and June Pitchford. In order for the Medical Examiner's office to continue to offer the same services we provide, without deficit spending, the 2015 contract price should be at \$322,110. It was agreed by both parties that a 3 year phase-in (Addendum D) was the best approach and that we will renegotiate the 2018 contract after reviewing updated expense data along the same lines of Addendum C.

22-2015

Addendum C

**PATHOLOGY & ANATOMICAL SCIENCE
MEDICAL EXAMINER OFFICE P&L Statement**

August 2014

	FISCAL YTD 2014	
	TOTAL *	BOONE COUNTY (32%)
<u>REVENUES</u>		
Contracted & Non-Contracted Cases	538,534	200,776
TOTAL REVENUE	538,534	200,776
<u>EXPENSES</u>		
Faculty Salary & Incentive	394,976	125,405
Staff Salary	230,097	73,056
Staff OT	35,355	11,225
Total Salary	660,428	209,686
Flat Rate Benefits - Faculty	110,593	35,113
Flat Rate Benefits - Staff	64,427	20,456
Total Benefits	175,020	55,569
Total Salary & Benefits	835,448	265,255
Business travel	8,783	2,789
Bus travel-job candidate exp	1,725	548
Postage/Shipping & Delivery	1,171	372
Telephone/fax services	5,578	1,771
Cell/Data/Pager charges	219	70
Copy Service	195	62
Supplies	9,652	3,065
Lab supplies	26,956	8,558
Dues/memberships	63	20
Computing expense	274	87
Equipment - Non Capital	2,722	864
Furniture - Non Capital	1,016	323
Professional & Consult services	93,456	29,672
Contracted Services	27,242	8,649
Equipment - M & R Non Capital	20	6
Total Operating Expense	179,072	56,855
TOTAL EXPENSES	1,014,520	322,110
EXCESS OF EXPENDITURES OVER REVENUES	(475,986)	(121,334)

* Excludes Greene County

22-2015

Addendum D

Boone County

Projected 3 year Phase-in Increase

2014	2015	2016	2017
	20.1%	16.8%	14.4%
\$200,776	\$241,221	\$281,666	\$322,110

\$322,110 Target contract price for 2015

*DO NOT UNSTAPLE THESE PAGES

*THE ONLY ACTION NEEDED IS TO WRITE THE
COMM ORDER # ON THE FORM AND RETURN TO
AUDITOR'S OFFICE.

1/14/15

**REQUEST
DATE**

**PURCHASE REQUISITION
BOONE COUNTY, MISSOURI**

1006

VENDOR NO.

University of MO-Columbia AR

VENDOR NAME

PROF SVCS

BID NUMBER

Ship to Department # 1280

Bill to Department # 1280

Department	Account	Item Description	Qty	Unit Price	Amount
1280	71101	Medical Examiner Services	12	20,101.75	\$241,221.00

GRAND TOTAL: 241,221.00

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Karen D. Diller
Approving Official

Prepared By

[Signature]
Auditor Approval