

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned Term

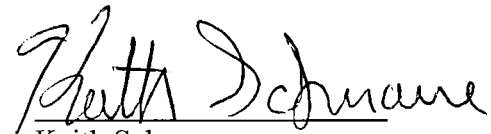
Term. 20 06

In the County Commission of said county, on the 3rd day of April 2006

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

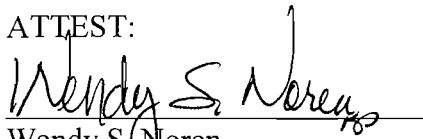
Now on this day the County Commission of the County of Boone does hereby award bid 24-21MAR06 HVAC Filters Term and Supply to Brauer Supply Co. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 3rd day of April, 2006.

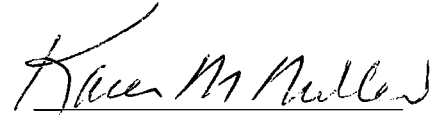


Keith Schnarre
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT
FOR
HVAC FILTERS TERM AND SUPPLY**

THIS AGREEMENT dated the 3 day of April 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Brauer Supply Co.**, 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 for **HVAC Filters Term and Supply**, County of Boone Request for Bid, bid number **24-21MAR06**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated March 3, 2006 and executed by Gerard F. Gaylord, 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, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on Date of Award and extend through December 31, 2006 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one year periods subject to the pricing clauses in the Contractor's bid response 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.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications and responded to in section 4.7 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 deliver filters within 15-20 days after receipt of the order.

5. Billing and Payment - All billing shall be invoiced to the Boone County Public Works Department and 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 invoices within thirty days of receipt; 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.

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.

BRAUER SUPPLY CO.
 by Gerard H. Raphael
 title IND. DIV. MGR.
 address 4260 FOREST PARK BLVD.
ST. LOUIS, MO 63108

BOONE COUNTY, MISSOURI
 by: Keith Schnarre
 Boone County Commission
 Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:
[Signature]
 County Counselor

ATTEST:
Wendy S. Noren
 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.)

June E. Pitchford by cg 3/29/06 6100/23050 Term/Supply
 Signature Date Appropriation Account

Brauer Supply Co.

HEATING, COOLING, INSULATION, FASTENERS and AIR FILTRATION
WHOLESALE AND DISTRIBUTORS

ESTABLISHED 1881

March 23, 2006

Attn.: Heather Turner
Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Subject: Air Filter Quotation # 24-21MAR06

Dear Heather,

Confirming our telephone conversation regarding Item #4.7.10 and #4.7.12, the Unit Price for Qty Order is incorrect. The extensions for these two items are also incorrect. The corrected prices and extensions are as follow: #4.7.10 should be \$3.65/ea, extension is \$29.20, #4.7.12 should be \$3.45/ea, extension is \$13.80.

I have also attached a corrected page 6 and 7 of our original quotation, for your convenience.

Please call me if you have any additional questions.

Best regards,


Jerry Gaylord

4260 FOREST PARK BLVD. • ST. LOUIS, MISSOURI 63108 • (314) 534-7150 • 1-800-392-8776
FAX# (314) 534-1816 info@brauersupply.com www.brauersupply.com

SPRINGFIELD, MO • JACKSON • COLUMBIA • SWANSEA • O'FALLON • UNION • FESTUS • JOPLIN • SPRINGFIELD, IL



4 Response Form

4.1. Company Name: Brauer Supply Company
 4.2. Address: 4260 Forest Park Blvd.
 4.3. City/Zip: St. Louis, MO 63108
 4.4. Phone Number: (314) 534-7150
 4.5. Fax Number: (314) 534-1816
 4.6. Federal Tax ID: 43-0192360

- 4.6.1. Corporation
 Partnership - Name
 Individual/proprietorship - Individual Name
 Other (Specify)

4.7. PRICING

	Filter Size	Qty	Merv Rating	Unit Price for Qty Order	Extended Total	Unit Price for Individual Order
4.7.1.	20 x 25 x 2	270	11	\$2.84	\$766.80	\$2.84
4.7.2.	16 x 20 x 2	80	11	\$2.15	\$172.00	\$2.15
4.7.3.	24 x 24 x 2	62	11	\$3.22	\$199.64	\$3.22
4.7.4.	16 x 25 x 2	93	11	\$2.50	\$232.50	\$2.50
4.7.5.	16 x 25 x 1	21	11	\$2.25	\$47.25	\$2.25
4.7.6.	18 x 25 x 1	42	11	\$3.06	\$128.52	\$3.06
4.7.7.	20 x 25 x 1	39	11	\$2.60	\$101.40	\$2.60
4.7.8.	20 x 20 x 2	0	11			\$2.50
4.7.9.	14 x 25 x 1	12	11	\$2.21	\$26.52	\$2.21
4.7.10.	13 x 21 x 1	8	11	\$8.64	\$69.12	\$3.65
4.7.11.	17 x 22 x 1	0	11			\$3.98
4.7.12.	10 x 22 x 1	4	11	\$8.17	\$32.68	\$3.45
4.7.13.	14 x 20 x 1	4	11	\$2.08	\$8.32	\$2.08
4.7.14.	16 x 20 x 1	2	11	\$2.00	\$4.00	\$2.00
4.7.15.	14 x 20 x 2	0	11			\$2.56
4.7.16.	14 x 25 x 2	0	11			\$2.95
4.7.17.	7-3/4 x 26 x 1	0	11			\$3.45
4.7.18.	17 x 26 x 1	0	11			\$4.18

4.7.19.	17 x 25 x 1	0	11			4.18
4.7.20.	18 x 20 x 1	8	11	3.98	\$31.84	3.98
4.7.21.	20 x 20 x 1	4	11	2.25	\$9.00	2.25
4.7.22.	15 x 20 x 2	16	11	2.56	\$40.96	2.56
4.7.23.	GRAND TOTAL				\$1,870.55	

4.8. DELIVERY

4.8.1. Delivery price for total quantity of filters referenced above: (\$0) F.O.B: Delivered

4.8.2. Delivery price for individually ordered filter: F.O.B Delivered

4.8.3. Delivery will be made 15-20 days after receipt of order

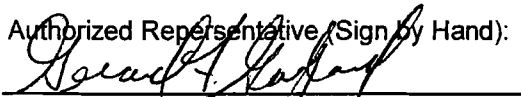
4.9. Maximum Percentage Increase for 3 % 2nd Year 3 % 3rd Year

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

PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE

4.11. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the invitation for bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statues of Missouri.

4.11.1. Authorized Representative (Sign by Hand):



Date: 3-3-06

4.11.2. Print name and Title of Authorized Representative

Gerard F. Gaylord, Ind. Div. Manager



Request for Bid (Bid)

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Heather Turner, CPPB, Senior Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
Email: hturner@boonecountymo.org

Bid Data

Bid Number: **24-21MAR06**
Commodity Title: **HVAC Filters Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY, MARCH 21, 2006**
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201**

Directions: The Johnson Building is located on the Northeast corner at 6th St. and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: **TUESDAY, MARCH 21, 2006**
Time: **1:30 P.M.**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
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
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. An "Invitation For Bid" is used when the need is well defined. An "Invitation 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. 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 also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms. 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.
- 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** - Any Term and Supply Contract period resulting from this Bid will have an initial term from date of award through December 31, 2006, and may be automatically renewed for an additional two (2) years unless canceled by Purchasing Director in writing prior to a renewal term.
- 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 HVAC filters to the Boone County Facilities Maintenance department as detailed in the following specifications.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from Date of Award through December 31, 2006. This contract is subject to renew annually for two (2) additional one (1) year periods following expiration of the first contract period.
 - 2.2.1. The unit prices for the standard items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the standard items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
 - 2.2.2. If renewal percentages are not provided for the standard items, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **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.
- 2.4. **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.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. There is a separate line item on the Response Form for a per order delivery charge. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
- 2.6. **SCOPE OF SERVICE** – The Facilities Maintenance department will order HVAC filters of various types and quantities, as detailed on the *Response Form*.
 - 2.6.1. The contract shall also include filter sizes that the County is not currently purchasing but may purchase in the future. The contractor must provide a price for these items on the *Response Form*.
 - 2.6.2. All HVAC filters must be new. No refurbished or recycled filters are acceptable.
- 2.7. **DELIVERY** – Delivery shall be made FOB Destination, inside delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.
 - 2.7.1. **Delivery Address** – Delivery shall be made to the following address: Boone County Public Works North Facility, 5501 Oakland Gravel Drive, Columbia, MO 65202. The contractor must contact Ken Roberts, Facilities Maintenance Manager, at: 573-864-2899 at least 24 hours prior to a delivery being made in order to ensure someone is able to unlock the facility.
 - 2.7.2. **Delivery Time:** All deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., local time Monday through Friday, excluding county holidays.
- 2.8. **USAGE REPORT** – One of the primary goals in administering this contract is to keep accurate records regarding its actual value. This information is essential in order to update the contents of the contract. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested bidders. A report should be furnished by the Contractor yearly upon request by the Purchasing department. The report should include the description of the item, item #, quantity, and dollar amount.
- 2.9. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Facilities Maintenance Department at the following address: 601 E. Walnut, Room 205, Columbia, MO 65201. Payment will be made within 30 days from receipt of an accurate invoice. The associated Purchase Order Number must be referenced on the invoice.

- 2.10. **NON-EXCLUSIVITY** - The County reserves the right to obtain “like or similar” products of this or other manufacturers, exclusive of this contract, when use of such products is deemed to be in the best interest of the County.
- 2.11. **DESIGNEE** – Ken Roberts, Manager, Facilities Maintenance, 601 E. Walnut, Columbia, MO 65201.
- 2.11.1. **Bid Clarification** – Heather Turner, CPPB, Senior Buyer, 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone (573) 886-4392; Facsimile (573) 886-4390 or email: hturner@boonecountymmo.org.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's 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." 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. The County is 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** - If you wish to be advised of the outcome of this Bid, enclose with your Response a self-addressed stamped return envelope (size 10, first-class one-ounce postage) for our use in mailing a copy of the summary recap of the award. Notification will be by mail only, except to awarded Bidder.
- 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** - The County reserves 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** - The County reserves 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** - The County's 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** - The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. Federal Tax ID: _____
- 4.6.1. Corporation
- Partnership - Name _____
- Individual/Proprietorship - Individual Name _____
- Other (Specify) _____

4.7. PRICING

	Filter Size	Qty	Merv Rating	Unit Price for Qty Order	Extended Total	Unit Price for Individual Order
4.7.1.	20 x 25 x 2	270	11	\$	\$	\$
4.7.2.	16 x 20 x 2	80	11	\$	\$	\$
4.7.3.	24 x 24 x 2	62	11	\$	\$	\$
4.7.4.	16 x 25 x 2	93	11	\$	\$	\$
4.7.5.	16 x 25 x 1	21	11	\$	\$	\$
4.7.6.	18 x 25 x 1	42	11	\$	\$	\$
4.7.7.	20 x 25 x 1	39	11	\$	\$	\$
4.7.8.	20 x 20 x 2	0	11			\$
4.7.9.	14 x 25 x 1	12	11	\$	\$	\$
4.7.10.	13 x 21 x 1	8	11	\$	\$	\$
4.7.11.	17 x 22 x 1	0	11			\$
4.7.12.	10 x 22 x 1	4	11	\$	\$	\$
4.7.13.	14 x 20 x 1	4	11	\$	\$	\$
4.7.14.	16 x 20 x 1	2	11	\$	\$	\$
4.7.15.	14 x 20 x 2	0	11			\$
4.7.16.	14 x 25 x 2	0	11			\$
4.7.17.	73/4 x 26 x 1	0	11			\$
4.7.18.	17 x 26 x 1	0	11			\$

4.7.19.	17 x 25 x 1	0	11			\$
4.7.20.	18 x 20 x 1	8	11	\$	\$	\$
4.7.21.	20 x 20 x 1	4	11	\$	\$	\$
4.7.22.	15 x 20 x 2	16	11	\$	\$	\$
4.7.23.	GRAND TOTAL				\$	

4.8. **DELIVERY**

4.8.1. Delivery price for the total quantity of filters referenced above: \$ _____

4.8.2. Delivery price for individually ordered filters: \$ _____

4.8.3. Delivery will be made _____ days after receipt of order

4.9. Maximum Percentage Increase for _____ % 2nd Year _____ % 3rd Year

4.10. 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

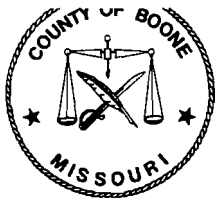
PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE

4.11. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.11.1. Authorized Representative (Sign By Hand):

_____ Date: _____

4.11.2. Print Name and Title of Authorized Representative



Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Standard Terms and Conditions

Heather Turner, CPPB, Senior Buyer
(573) 886-4392 - FAX (573) 886-4390

1. 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.
2. 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.
3. 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.
4. 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.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. 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.
8. 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.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. 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.
11. No bid transmitted by fax machine will be accepted.
12. 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.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

“No Bid” Response Form

Heather Turner, CPPB, Buyer
(573) 886-4392 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO
SUBMIT A BID**

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list for this service/commodity, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

Bid: 24-21MAR06

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the 3rd day of April 2006

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

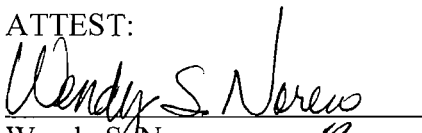
Now on this day the County Commission of the County of Boone does hereby award bid 13-28FEB06 Model Year 2006 Mini-Van Cargo Van to Mike Kehoe Ford, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 3rd day of April, 2006.

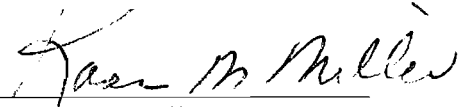


Keith Schnarre
Presiding Commissioner

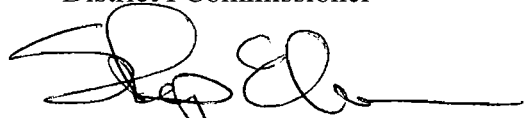
ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned Term

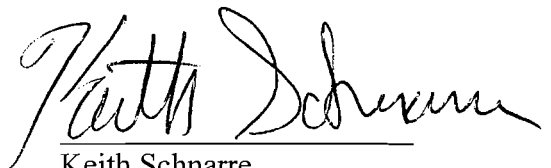
Term. 20 06

In the County Commission of said county, on the 3rd day of April 2006

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

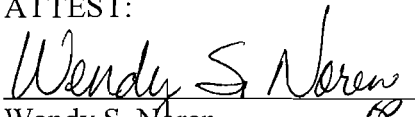
Now on this day the County Commission of the County of Boone does hereby award bid 18-23MAR06 Sweeping Services Term and Supply to Scrubby, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 3rd day of April, 2006.

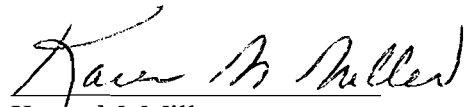


Keith Schnarre
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT
FOR
STREET SWEEPING SERVICES TERM AND SUPPLY**

THIS AGREEMENT dated the 3 day of April 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Scrubby, Inc.**, 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 for **Street Sweeping Services Term and Supply**, County of Boone Request for Bid, bid number **18-23MAR06**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated March 17, 2006 and executed by Dan Naes, 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, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. **Contract Duration** - This agreement shall commence on May 15, 2006 and extend through May 14, 2007 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four (4) additional one year periods subject to the pricing clauses in the Contractor's bid response 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.

3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications and responded to in section 4.7.1. 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. **Service** - Contractor agrees to provide the services as outlined in the bid specifications.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and 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 invoices within thirty days of receipt; 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.

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.

SCRUBBY, INC.

by *Paul Herz*

title *PM*

address *1838 N Broadway*

St. Louis Mo 63102

BOONE COUNTY, MISSOURI

by Boone County Commission

Keith Schnarre
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
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.)

June E. Pitchford
Signature *by eg*

3/27/06
Date

2040/71100 Term/Supply

Appropriation Account

4. Response Form

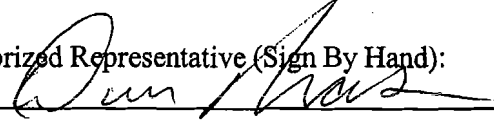
- 4.1. Company Name: Scrubby, Inc.
- 4.2. Address: 1838 N. Broadway
- 4.3. City/Zip: St. Louis, MO 63102
- 4.4. Phone Number: 314-241-9969
- 4.5. Fax Number: 314-231-8546
- 4.6. Federal Tax ID: 43-1564236
- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.7. **Street Sweeping** – The bidder proposes to furnish the equipment/material as specified elsewhere herein to the County of Boone-Missouri, to include all transportation and disposal costs, for the prices indicated below.

Description	Initial Contract Period-Firm, Fixed Price Per Hour	1 st Renewal Period- Maximum Price Per Hour	2 nd Renewal Period- Maximum Price Per Hour	3 rd Renewal Period- Maximum Price Per Hour	4 th Renewal Period- Maximum Price Per Hour
Sweeping approximately 39.85 4.7.1. centerline miles within various Boone County subdivisions.	\$ 120.00	\$ 120.00	\$ 125.00	\$ 125.00	\$ 125.00

4.8. **Holidays:** Bidder shall list the holidays observed by their company:
New Years Day, Memorial Day, 4th of July, Labor Day,
Thanksgiving and Christmas Day.

4.9. **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.**

- 4.9.1. Authorized Representative (Sign By Hand):

- 4.9.2. Type or Print Signed Name:
Dan Naes
- 4.9.3. Today's Date: 03/17/06

4.10. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

X Yes No

4.11. References – Bidder must provide three (3) references for services rendered to public/commercial clients which are similar in size and scope.

4.11.1. Reference #1

Individual Name: Ron Ebmeier

Company Name: Missouri Department of Transportation

Address: 1590 Woodlake Chesterfield, MO 63017

Telephone: 314-340-7166

4.11.2. Reference #2

Individual Name: Dale Carroll

Company Name: Town of Norwood Court

Address: 7560 Norwalk St. Louis, Mo 63121

Telephone: 314-385-0715

4.11.3. Reference #3

Individual Name: William Schwer

Company Name: City of Creve Coeur

Address: 300 N. New Ballas Creve Coeur, MO

Telephone: 314-432-6000

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CB
SCRUB-1

DATE (MM/DD/YYYY)
04/10/06

PRODUCER

Charles L. Crane Agency Co.
100 South 4th Street
St. Louis MO 63102
Phone: 314-241-8700 Fax: 314-444-4970

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.

INSURED

Scrubby Inc.
Dan Naes
1838 N. Broadway
St. Louis MO 63102-1227

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A	Mawkeye-Security Insurance Co.	36919
INSURER B	The Netherlands Insurance Co.	24171
INSURER C	Accident Fund Ins Co of Amer	
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 F.A.D. CLAIMS.

INSR ADDR LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	CBP8127998	04/01/06	04/01/07	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 300000 MED EXP (Any one person) \$ 15000 PERSONAL & ADJ NLPY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA8122998	04/01/06	04/01/07	COMBINED SINGLE LIMIT (EA accident) \$ 1000000 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 AUTO ONLY EA ACC AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	CU8128198	04/01/06	04/01/07	EACH OCCURRENCE \$ 1000000 AGGREGATE \$ 1000000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY A.W. PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER:	WCV6018517	04/01/06	04/01/07	POLY STATUS: <input type="checkbox"/> EMP <input type="checkbox"/> EP E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLY LIMIT \$ 1000000
A	Garagekeepers per Loc at 60000	BA8122998	04/01/06	04/01/07	Comp Ded. 250/100 Coll Ded. 250

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

CERTIFICATE HOLDER

BOONECO

Boone County Purchasing
601 E Walnut Room 209
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
W Elliot Demois

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.

130 -2006

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned Term

Term. 20 06

County of Boone

In the County Commission of said county, on the

3rd

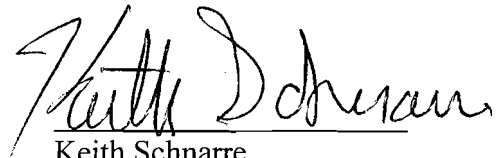
day of April

2006

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

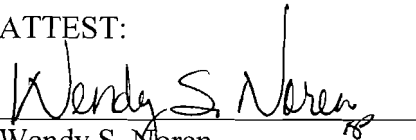
Now on this day the County Commission of the County of Boone does hereby authorize the use of the Courtyard Square and Chambers Atrium on April 29 – 30, 2006 for the Christian Fellowship Church. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application.

Done this 3rd day of April, 2006.

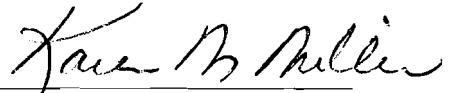


Keith Schnarre
Presiding Commissioner

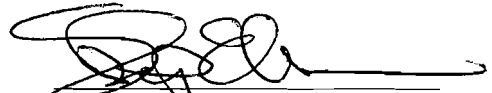
ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Roger B Wilson Government Center or Centralia Satellite Office as follows:

Description of Use: see attachment

Date(s) of Use: April 29, 2006 - April 30, 2006

Time of Use: From: 5:00 a.m./p.m. thru 9:00 a.m./p.m.

Facility requested: Courthouse Grounds - Courtyard Square - Chambers - Chambers Atrium
Rm220 - Rm208 - Rm139 - Centralia Satellite Office

Fountain
OFF

for bathroom use

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds or designated rooms.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Name of Organization/Person: Christian Fellowship Church

Asstn

Organization Representative/Title: Steve Boul / College Pastor

Address/Phone Number: 4600 Christian Fellowship Rd Col., mo 65203 / 424-8998

Date of Application: March 27, 2006

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

Wendy S. News
County Clerk

Keith Johnson
County Commissioner

DATE:

Global Night Commute

On April 29, 2006 people from all over the world will choose a place in their city, and they will walk (commute) to their chosen destination. The people will commute to their destination just like the children of Uganda commute every night in order to flee from the abductions of the Lord's Resistance Army. The Night Commute is to bring awareness throughout the cities of the world of the injustice being wrought on the lives of these children.

Here in Columbia we would like to commute to City Square. We will show the *film Invisible Children*, that tells the story of the children of Uganda, and have a display set up with details of the invisible children. We would arrive late in the evening on April 29 and sleep throughout the night. We would clean up and leave around 8:00am on April 30.

www.invisiblechildren.com

[Link to Global Night Commute.](#)