

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 05

In the County Commission of said county, on the

2nd day of June

20 05

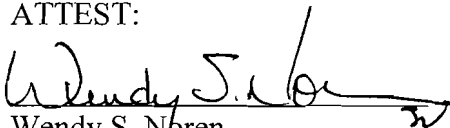
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the disposal of surplus equipment as listed on the May 19, 2005 memo from the Purchasing Department. It is further ordered that the Presiding Commissioner be hereby authorized to sign said disposal request forms.

Done this 2nd day of June, 2005.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Purchasing

Kerry Patton
Office Specialist
Phone: (573) 884394



601E.Walnut,Room 209
Columbia,MO 65201

239-2005

MEMORANDUM

TO: Boone County Commission
FROM: Kerry Patton
RE: Office Furniture and Equipment
DATE: May 19, 2005

The following items have been identified as surplus. The Purchasing Department is requesting approval for disposal by auction.

	Asset #	Description	Make	Model	Condition of Asset	Serial #
1	03655	Desk/Task Chair	Unknown		Poor Condition	
2	4524	Secretary Chair	Unknown		Poor Condition	
3	None	Secretary Task	Unknown		Old/Wobbly	
4	9246	Fax Machine	Sharp	FO3350	Broken	4510271X
5	12386	Task Chair	Cramer		Poor/Worn Out	
6	10412	Task Chair	System 15	Blk Base Fab Gry	Poor	
7	13288	Intercom phone	Bogen	MCDS3	Fair	0151ECA4386
8	1950	2 drwr file cab	Shaw-Walker		Poor	
9	14130	Lawnmower	Lawnboy	LAE10324	Poor/Motor Burned up	230005514
10	None	(15) Exit Lights			Good	

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STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 05

In the County Commission of said county, on the 2nd day of June 20 05

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

Now on this day the County Commission of the County of Boone does hereby award bid 15-16MAR05 for Clinical Chemical Test Services to Boyce and Bynum Pathology Laboratories. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 2nd day of June, 2005.

Keith Schnarre
Presiding Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

absent
Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

240-2005

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: May 19, 2005
RE: 15-16MAR05 – Clinical Chemical Test Services

The Request for Proposal for *Clinical Chemical Test Services* closed on March 16, 2005. Two proposal responses were received.

The evaluation committee consisted of the following:

Dr. Joel Blackburn, Medical Director
Heidi Fussner, Medical Coordinator, RN, Boone County Sheriff's Department
Keith Schnarre, Boone County Presiding Commissioner

The evaluation committee recommends award to Boyce & Bynum Pathology Laboratories per their attached evaluation report.

Also attached, is a spreadsheet of a sample of the highest used lab tests performed during the 2004 fiscal year. We paid \$2,125 in 2004 for this sampling of tests. Based on this bid, for these same tests, we would pay \$4,381 from Labcorp, and \$1,792 from Boyce and Bynum. We will save 16% in 2005 on lab testing at the Boone County Sheriff's department.

This is a term and supply contract that will be paid from department 1255 - Corrections, account 86300 - Testing. \$13,193 remains in this account at this time.

ATT: Evaluation Reports
Proposal Tabulation

cc: Proposal File
Heidi Fussner, Sheriff Department
Warren Brewer, Sheriff Department

Request for Proposal Tabulation for 15-16MAR05 - Clinical Chemical Test Services							
Description of Test	Usage	Labcorp RFP Unit Pricing	Labcorp Extended Pricing	Boyce & Bynum RFP Unit Pricing	Boyce & Bynum Extended Pricing	Boyce & Bynum 2004 Pricing	Boyce & Bynum 2004 Extended Pricing
Thyroxine (T4)	1	\$9.50	\$9.50	\$2.50	\$2.50	\$15.00	\$15.00
Potassium, Serum	4	\$3.00	\$12.00	\$3.00	\$12.00	\$3.00	\$12.00
Glycohemoglobin (GHB), Total	25	\$13.41	\$335.25	\$7.00	\$175.00	\$7.00	\$175.00
Urinalysis, Routine (With Microscopic Examination)	17	\$1.50	\$25.50	\$3.00	\$51.00	\$8.00	\$136.00
Thyroid-Stimulating Hormone (TSH), High Sensitivity	2	\$23.21	\$46.42	\$7.00	\$14.00	\$7.00	\$14.00
Human Chorionic Gonadotropin (hCG), Beta Subunit	9	\$7.90	\$71.10	\$8.00	\$72.00	\$8.00	\$72.00
Complete Blood Count (CBC) with Differential	91	\$10.74	\$977.34	\$2.50	\$227.50	\$2.50	\$227.50
Balproic Acid (Depakene), Serum	29	\$18.72	\$542.88	\$8.00	\$232.00	\$12.00	\$348.00
Phentoin (Dilantin), Serum	14	\$18.32	\$256.48	\$10.00	\$140.00	\$10.00	\$140.00
Carbamazepine (Tegretol), Serum	22	\$20.12	\$442.64	\$8.00	\$176.00	\$12.00	\$264.00
Lithium (Eskalith), Serum	12	\$9.13	\$109.56	\$6.00	\$72.00	\$8.50	\$102.00
Prostate-Speceific Antigen (PSA), Serum	4	\$25.42	\$101.68	\$12.00	\$48.00	\$12.00	\$48.00
Prothrombin Time	16	\$3.50	\$56.00	\$3.00	\$48.00	\$3.00	\$48.00
B Strep culture Group B Only	3	\$7.90	\$23.70	\$10.00	\$30.00	\$6.00	\$18.00
Basic Metabolic Panel (7)	3	\$10.62	\$31.86	\$4.00	\$12.00	\$4.00	\$12.00
Metabolic Panel (14), Comprehensive	101	\$12.48	\$1,260.48	\$4.00	\$404.00	\$4.00	\$404.00
Hepatitis Panel, Acute	2	\$39.52	\$79.04	\$38.00	\$76.00	\$45.00	\$90.00
TOTAL		\$234.99	\$4,381.43	\$136.00	\$1,792.00		\$2,125.50

Evaluation Report for Proposal

15-16MAR05 – Clinical Chemical Test Services

I. OFFEROR #1: Boyce & Bynum Pathology

 X It has been determined that Boyce & Bynum has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

 It has been determined that Boyce & Bynum has submitted a **non-responsive** proposal.

Method of Performance

Strengths:

- Vendor provides specimen containers, requisitions, instructions for processing specimens, vacutainers, PAP supplies and courier bags at no cost (pg. 2)
- Cost for the most often requested labs are less for Boyce & Bynum. (heme profile, CMP, VPA, dilantin, HCG, lithium, carbamazepine)
- Vendor can provide a “stat” order within three hours.

Concerns:

- Can lab results be delivered electronically and can Boyce and Bynum provide electronic order transmission of test orders?
 - Response per BAFO: Yes, electronically via the internet from web site and orders can be transmitted to Boyce & Bynum from the client via the internet.
- Proposal states “specimen samples once daily Monday – Friday”. Concerned about the once daily. Could this be changed to “as needed”? Also, on the same page, the proposal states “courier service is available...8am to 4pm Saturday-Sunday”. This is in conflict with the first statement.
 - Response per BAFO: The specimen sample pickup will be “as needed”.
- Are there additional charges for running a lab “stat”?
 - Response per BAFO: Boyce & Bynum does not charge for “stat” lab requests.

Experience and Expertise of Offeror:

Strengths:

- Greater than 35 years pathology reference laboratory service (pg. 1)
- 20 physicians on staff.

Concerns:

- None identified

II. OFFEROR #2: Laboratory Corporation of America Holdings (Labcorp)

 X It has been determined that Labcorp has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

 It has been determined that Labcorp has submitted a **non-responsive** proposal.

Method of Performance

Strengths:

- Lab results can be delivered electronically and electronic order transmission of test orders.
- Courier service from 6:30 a.m. – 10:30 p.m.

Concerns:

- Is there a cost for the office management system (OMS) that automates printing of patient demographics and billing information onto a lab request form or label?
 - Response per BAFO: There is no additional cost; however, LabCorp has specimen volumes that are required in order to have an OMS placed.
- Need further clarification on courier service – where do lab samples go?
 - Response per BAFO: Once specimens are picked up, they are taken to Jefferson City, and from there are taken by a LabCorp courier to our laboratory in Kansas City, MO.
- What's the deadline for specimen pickup?
 - LabCorp will pickup specimens until 5:00 p.m.
- Proposal states “specimen samples once daily Monday – Friday”. Concerned about the once daily. Could this be changed to “as needed”?
 - Response per BAFO: LabCorp agrees to collect specimen samples on-call, or “as needed”.
- Costs are notably higher than Boyce and Bynum.
- Does vendor provide specimen containers, requisitions, instructions for processing specimens, vacutainers, PAP supplies and courier bags at no cost
 - Response per BAFO: LabCorp will provide all supplies essential and necessary for blood collection, excluding gloves, band-aides, and tape.

Experience/Expertise of Offeror

Strengths:

- In business since May 1995

Concerns:

- None identified

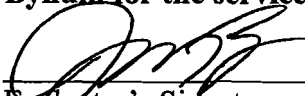
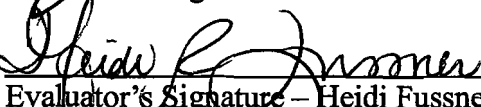

SUMMARY:

The turn-around times and pickup times for the Offerors are comparable, as well as both companies demonstrating strong experience and expertise. Boyce & Bynum, though, can deliver a "stat" order within three hours and offers lower prices for the majority of the lab tests that the County uses.

Recommendation for Award:

This evaluation report represents our subjective opinion of each Offeror's strengths and concerns and is based upon our analysis of the relevant facts, as contained in each Offeror's proposal.


We recommend that the County of Boone – Missouri award contract to Boyce and Bynum for the services of RFP 15-16MAR05 – Clinical Chemical Test Services.


 Evaluator's Signature – Dr. Joel Blackburn	<u>5/2/05</u> Date
 Evaluator's Signature – Heidi Fussner	<u>5/2/05</u> Date
 Evaluator's Signature – Keith Schnarre	<u>5/2/05</u> Date


EVALUATION REPORT FORM
PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI
REQUEST FOR PROPOSAL NUMBER - 15-16MAR05 - Clinical Chemical Test Services
 Melinda Bobbitt, CPPB
 Director of Purchasing

	NAME OF OFFEROR	Method of Performance (30 points)	Experience/Expertise of Offeror (10 points)	TOTAL SUBJECTIVE POINTS (40 pts.)	For Purchasing Use Only	
					COST AND REBATES OFFERED (INSERTED BY PURCHASING) (60 pts.)	TOTAL POINTS (Max 100 pts.)
	Boyce & Bynum Pathology Laboratories, P.C.	30	10	40	60	100
	Laboratory Corporation of America Holdings	20	10	30	44	74

We hereby attest that the subjective points assigned to each offeror above were scored pursuant to the established evaluation criteria and represent our best judgement of the subjective areas of the offerors' proposals. We have attached a brief narrative which highlights some, but not necessarily all, of the reasons for our evaluation of the proposals as indicated by the scores above. Our comments represent our opinions only and do not represent the position of the Purchasing Department of Boone County, Missouri, or any other party. In addition, we understand that the cost points will be calculated and added by the Purchasing Department to arrive at the total points.

 5/2/05 Joel Blackburn Medical Director Medical
 Evaluator's Signature Date Evaluator's Printed Names Title Dept.

 5/2/05 Heidi Fussner Medical Coordinator, EN Medical Sheriff's Dept
 Evaluator's Signature Date Evaluator's Printed Names Title Dept.

 5/2/05 Keith Schwabe Presiding Commissioner
 Evaluator's Signature Date Evaluator's Printed Names Title Dept.

PURCHASE AGREEMENT FOR CLINICAL CHEMICAL TEST SERVICES

THIS AGREEMENT dated the 2 day of JUNE 2005 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Boyce & Bynum Pathology Laboratories** 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 **Clinical Chemical Test Services**, County of Boone Request for Proposal for Clinical Chemical Test Services, proposal number **15-16MAR05** including Instructions and General Conditions, Introduction and General Information, Scope of Services, Proposal Submission Information, the unexecuted Response/Pricing Page, Exhibit A, Best and Final Offer Number One, Best and Final Offer Number Two as well as the Contractor's proposal response dated March 15, 2005, executed by Jim Lay, 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 proposal response may be permanently maintained in the County Purchasing Office proposal file for this proposal if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the proposal specifications including Instructions and General Conditions, Introduction and General Information, Scope of Services, Proposal Submission Information, Exhibit A, Best and Final Offer Number One, Best and Final Offer Number Two and the unexecuted Response Page shall prevail and control over the Contractor's proposal response.

2. **Contract Duration** - This agreement shall be for the period from date of award through March 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 four additional one-year automatic renewal terms for the terms and prices proposed, or as negotiated. The contract renews yearly on an automatic basis subject to County Commission approval of each operation's budget. The contract may be renewed 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 furnish and deliver to Boone County, Clinical Chemical Test Services as identified and responded to in the Contractor's Response. The Clinical Chemical Test Services will be provided as required in the proposal specifications and in conformity with the contract documents.

4. **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.

5. **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.

6. **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.

**BOYCE & BYNUM
PATHOLOGY LABORATORIES**

By: [Signature]

Title: VICE PRESIDENT OF SALES

APPROVED AS TO FORM:
[Signature]
County Counselor

BOONE COUNTY, MISSOURI

By: Boone County Commission
[Signature]
Keith Schnarre, Presiding Commissioner

ATTEST:
[Signature]
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, 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.)

Term & Supply - No Encumbrance Required KK 5/24/05 1255/86300
Signature Date Appropriation Account