



STATE OF WASHINGTON
Washington State Department of Health
SOLE SOURCE POSTING

September 18, 2023

The Washington State Department of Health (DOH) contemplates awarding a sole source contract to Eastern Business Forms (EBF) to provide Newborn Screening specimen collection cards, brochures, and envelopes.

The DOH is requesting this sole source because

- Eastern Business Forms is an established manufacturer of newborn screening medical devices and provides a high level of customization services as well as ensuring lower lead times. The NBS program used them as a vendor in the past and was pleased with their product and customer service.
- For the medical device (cards used to collect blood samples) our program requires, there are two vendors able to deliver the goods needed for us to operate.
- Our experience using Revvity (the only other vendor) for over 5 years has been poor. We've kept a log of issues with deliveries being late, and damaged. Our program used Eastern Business Forms prior to using Revvity and had a positive experience. During the bid process for services in 2018, Revvity was selected because they were the lowest bid, but Eastern Business Forms was comparable in price.
- We have contacted other Newborn Screening Programs across the country to discuss their experiences with varying vendors and have learned that there are only two vendors that carry this product. This includes discussions with partner organizations such as NewSteps and Association of Public Health Laboratories. We have also conducted online research to ensure we have not missed any opportunities.
- We have had ongoing issues with Revvity running out of supply, order issues, delay in shipment, damaged cards, and difficulty improving the regular disruption in service. We have tried meeting with their representative every two weeks for updates and submitted orders far in advance to improve the relationship to no avail. We are spending a significant amount of staff time on troubleshooting the issues.
- The product provided by this sole source is integral to our program operation as required by RCW 70.83, without it we cannot collect and test specimens to identify health concerns in newborns.

DOH will enter into a contract with Eastern Business Forms. The contract will be issued on or before January 1, 2024 and will continue for a one (1) year initial term. The cost of this one (1) year contract is \$179,740. DOH may opt to extend the contract for an additional three (3) times in one (1) year increments subject to the availability funding and if required. DOH determines that each optional additional one (1) year extension would result in equal (and/or slightly higher) consideration being added to the total contract value.

Offerors contemplating the above requirements are required to submit capability statements detailing their ability to meet the state's requirements within five (5) working days of this announcement. The following information should be included in the capability statements:

Capability statements should address the following state requirements:

- Create and design special filter paper for dried blood spot collections.
- Supports the Washington State Newborn Screening quantity and quality of medical devices.
- Timely and accurate shipment of goods.
- Can provide unique cards and supplies for the specimen collection for our Hawaii and Idaho partners.

In the absence of other qualified sources, it is the state's intent to make a sole source award of the contract. To submit capability statements or for questions, contact:

Name: Matt Hanson

Email: matt.hanson@doh.wa.gov

NOTE: DOH is posting this sole source notice per DES Policy 140-00. This notice is made available on the DOH web site and via WEBS under commodity codes:

- 193-40 Diagnostic Reagents and Tests (For Diseases, Pregnancy, etc.): Cards, Slides, Spot Tests, Strips, Tablets, etc.
- 193-89 Test Kits and Supplies, Chemistry (Not Otherwise Classified)

Revised: 7-12-22



PURCHASE ORDER

L123365

Page Number
1 of 1

Purchase Order Date
SEP/18/2023

Supplier: SWV
WILL ADAMS
EASTERN BUSINESS FORMS
P.O. BOX 10
MAULDIN, SC 29662
Phone: 864-288-2451

Ship-to: GS1
DEPT OF HEALTH
1610 NE 150TH ST.
SHORELINE, WA 98155

Bill-to: GX4B
WA STATE DEPT OF HEALTH
PURCHASING INVOICES
DOHFSPURCHASING@DOH.WA.GOV

AUTHORITY	F.O.B.	PAYMENT TERMS	REQUESTED BY	REQUISITION #
RCW 39.26			CHOUDHARY, SANA, 206 418-5508	

LINE NO.	ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
1	*	WA NBS	85,000 EA	0.84	71,400.00
2	*	WA Hearing	85,000 EA	0.98	83,300.00
3	*	HI Card	20,000 EA	0.48	9,600.00
4	*	ID Single	8,000 EA	0.72	5,760.00
5	*	ID Double	20,000 EA	0.73	14,600.00
DES FILING REQUIREMENT: The provisions of Chapter 39.26 RCW require the agency to file this sole source contract with the Department of Enterprise Services (DES) for approval. The effective date of this contract is upon DES approval of the contract, the tenth (10th) working day after it is filed with DES, or as agreed between the parties, whichever is later.					
Tax:					19,019.98
Total:					203,679.98

1. Show PO# on all invoices and shipping documents.
2. Unless otherwise noted, Washington State sales tax applies to this order.

AGENCY APPROVAL

DATE

SEP/18/2023

PREPARED BY	DATE	T.I.N.	RECEIVED BY	DATE
MARIEL LIZAN	SEP/18/2023	570447328		

DOC. DATE			PMT DUE DATE		CURRENT DOC. NO.			REF. DOC. NO.		VENDOR MESSAGE					
REF DOC SUF	TRANS CODE	M O D	FUND	APPN INDEX	PROGRAM INDEX	SUB OBJ	SUB SUB OBJECT	ORG INDEX	ALLOC	BUDGET UNIT	MOS	PROJECT	SUB PROJ	AMOUNT	INVOICE NUMBER
DETAILS PROVIDED ON SEPARATE PAGE															
ACCOUNTING APPROVAL FOR PAYMENT									DATE			WARRANT TOTAL			WARRANT NUMBER

☐ Vendor Copy

☐ Accounting Copy

☐ Program Copy - Receiving Report

☐ **Program Copy - Receiving Report**

THE PURCHASE ORDER CONTRACT INCLUDES THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS AND INCLUDES, BUT IS NOT LIMITED TO, THE INVITATION TO BID, REQUEST FOR QUOTATIONS, SPECIFICATIONS, PLANS AND PUBLISHED RULES AND REGULATIONS OF THE WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES AND THE LAWS OF THE STATE OF WASHINGTON WHICH ARE HERBY INCORPORATED BY REFERENCE.

1. CHANGES: No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications of this order will be effective without prior written approval of the Washington State Department of Health (DOH).
2. ADD-ONS: By mutual written agreement, additional quantities of items may be purchased within 12 months of the date of award provided the original purchase price, terms, conditions and specifications remain the same. Add-on purchases shall be submitted to the supplier using a DOH Purchase Order and shall reference the original contract or purchase order. Initial and subsequent licenses should span ten years or less.
3. HANDLING: No charges will be allowed for handling, including but not limited to, packing, wrapping, bags, containers, or reels unless otherwise stated herein.
4. DELIVERY: With respect to delivery under this order, time is of the essence, and the order is subject to termination to deliver as specified. Acceptance by DOH of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor construe a waiver of the requirements for the timely performance of any obligation remaining to be performed by supplier.
 - a. Deliver Exceptions: Any Supplier exceptions to the delivery date, as specified in the order, the supplier shall give prior written notification and obtain written approval thereto from DOH.
5. PAYMENTS AND ASSIGNMENTS: Invoices will not be processed for payment until items invoiced are received. DOH will not honor drafts nor accept goods on a sight draft basis. Furthermore, the provisions or monies due under this contract shall only be assignable with prior written approval from DOH.
6. SHIPPING INSTRUCTIONS: Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers, supplier shall make delivery to that location at no additional charge. Where specific authorization is granted to ship goods FOB Shipping point, supplier agrees to prepay all shipping charges and route as instructed, or if instructions are not provided, route by cheapest common carrier and bill DOH as a separate item on the invoice for said charges. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It is also agreed that DOH reserves the right to refuse COD shipments.
7. REJECTION: All goods or materials purchased herein are subject to written approval by DOH. Any rejection of goods or materials resulting because of non-conformity to the terms and specifications of this order, whether held by DOH or returned will be at the supplier's risk and expense.
8. IDENTIFICATION: All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall be included with each shipment pursuant to this order, indicating the contents of each package therein.
9. INFRINGEMENTS: Supplier agrees to protect and save harmless DOH against all claims, suits, or proceedings for patent, trademark, copyright or franchise infringement arising from the purchase, installation, or use of goods and materials ordered and to assume all expenses and damages arising from such claims, suits, or proceedings.
10. NONWAIVER BY ACCEPTANCE OF VARIATION: No provision of this order or the right to receive timely performance of any act called for by the terms shall be deemed waived by DOH of a breach thereof as to any particular transaction or occurrence.
11. WARRANTIES: Supplier warrants that items supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the material must then be fit for the particular purpose.
12. CASH DISCOUNT: In the event DOH is entitled to a cash discount, the period of computations will commence on the date of delivery or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is made part of the contract but the invoice does not reflect the existence of a cash discount, DOH is entitled to a cash discount with the period commencing on the date it is determined by DOH that a cash discount applies.
13. TAXES: unless otherwise indicated, DOH agrees to pay all State of Washington sales or use tax. No charge by supplier shall be made for Federal Excise taxes, and DOH agrees to furnish supplier with acceptance of items supplied under this order with an exemption certificate.
14. LIENS, CLAIMS, AND ENCUMBRANCES: Supplier warrants and represents that all goods and materials ordered herein are free and clear of all liens, claims or encumbrances of any kind.
15. RISK OF LOSS: Regardless of FOB Point, supplier agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury, or destruction shall not release supplier from any obligation hereunder.
16. SAVE HARMLESS: Supplier shall protect, indemnify, and save DOH harmless from and against any damage, cost, or liability for any injuries to person or property arising from acts or omissions of supplier, his employees, agents, or subcontractors, howsoever caused.
17. PRICES: If price is not stated on this order, it is agreed that the goods shall be billed at the price last quoted or paid, or the prevailing market price, whichever is lower.
18. TERMINATION: in the event of a breach by supplier of any of the provisions of this contract, DOH reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to supplier. Supplier shall be liable for damages suffered by DOH resulting from supplier's breach of contract.
19. NONDISCRIMINATION AND AFFIRMATIVE ACTION: The supplier agrees not to discriminate against any client, employee, or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap with regard to, but not limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, lay-offs, or termination, rates of pay or other forms of compensation, selection for training, rendition for services. It is further understood that any supplier who is in violation of this clause shall be barred forthwith from receiving awards of any purchase order from the state unless supplier demonstrates to DOH's satisfaction that the discriminatory practices have terminated and that a recurrence of such acts is unlikely.
20. ANTI-TRUST: Supplier and DOH recognize that in actual economic practice, overcharges resulting from anti-trust violations are in fact borne by DOH. Therefore, supplier hereby assigns to DOH any and all claims for such overcharges.
21. DEFAULT: DOH may terminate this contract, without penalty or further liability, upon not less than thirty (30) days prior written notice to supplier, if supplier defaults on any provision of this contract and fails to cure such default within that thirty (30) day period, or such longer period, as may be reasonably determined by DOH.
22. ATTORNEY FEES: In the event of controversy, claim, or dispute arising out of this contract for which the supplier is adjudged by a court of competent jurisdiction to be at fault, supplier shall pay DOH all attorney fees, costs and expenses incurred by DOH in connection therewith.
23. GIFTS: The supplier shall comply with all applicable sections of the State Ethics law, RCW 42.52, which regulates gifts to state officers and employee's. Under that statute, any state officer or employee who has or will participate with the supplier regarding any aspect of the contract involving the purchase of goods or services is prohibited from seeking or accepting any gift, gratuity, favor or any of economic value from the supplier. Neither the supplier nor any agent or representative shall offer anything of economic value as a gift, gratuity or favor directly or indirectly to any such officer or employee.
24. ACCEPTANCE: This order expressly limits acceptance to the terms and conditions stated in the purchase order and these additional terms and conditions. Any terms proposed by supplier are objected to and hereby rejected, unless otherwise provided in writing by DOH.
25. FORCE MAJEURE: Vendor will not be responsible for delays in delivery due to acts of God, firm, strikes, epidemics, war, riot, delay in transportation or railcar transport shortages, provided vendor notifies DOH immediately in writing of such pending or actual delay. Normally in the event of any such delays (acts of God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay. However, DOH reserves the right to cancel the order and find a different source of supply if the delay is in DOH's opinion lengthy and the materials or services are needed quickly.
26. PUBLIC DISCLOSURE: PO and all contents and attachments shall be deemed a public record as defined in RCW 42.56 "Public Records."
27. SEVERABILITY: If a court of competent jurisdiction declares any provision of the PO to be invalid, the other provisions and rights and obligations of the parties remain in effect.
28. CLICK-THROUGH AGREEMENTS: ANY CLICK-THROUGH, CLICK-WRAP, BROWSE-WRAP OR OTHER ONLINE AGREEMENTS "ONLINE AGREEMENTS" MADE IN ORDER TO ACCOMPLISH PAYMENT SHALL BE NULL AND VOID AND SHALL BE EXPRESSLY PROHIBITED FROM MODIFYING THE TERMS AND CONDITIONS OF THIS AGREEMENT EVEN IF SUBSEQUENTLY MADE. THIS AGREEMENT SHALL GOVERN ALL LICENSES PURCHASED BY CUSTOMER UNDER EITHER A SINGLE OR MULTIPLE PURCHASE ORDERS AND ANY SUBSEQUENT ONLINE AGREEMENTS SHALL CONTINUE TO BE NULL AND VOID UNLESS OR UNTIL THIS AGREEMENT IS TERMINATED.

PO number: L123365

Supplier: 570447328 - EASTERN BUSINESS FORMS

Currency:

Copy: COPY 1

LINE	ITEM CODE	QUANTITY	UNIT	SUB OBJECT	MI/SHIP TO	CHARGED	SUBTOTAL	FEDERAL	STATE	TOTAL
1	[ONE-OFF]	85000.00	EA	EFF010	15310500	50.00%	35700.00	0.00 (0.00%)	3677.10 (10.30%)	39377.10
				EFF010	15310501	17.00%	12138.00	0.00 (0.00%)	1250.21 (10.30%)	13388.21
				EFF010	15310502	33.00%	23562.00	0.00 (0.00%)	2426.89 (10.30%)	25988.89
				LINE TOTAL:		71400.00	0.00	7354.20	78754.20	
2	[ONE-OFF]	85000.00	EA	EFF010	15310500	50.00%	41650.00	0.00 (0.00%)	4289.95 (10.30%)	45939.95
				EFF010	15310501	17.00%	14161.00	0.00 (0.00%)	1458.58 (10.30%)	15619.58
				EFF010	15310502	33.00%	27489.00	0.00 (0.00%)	2831.37 (10.30%)	30320.37
				LINE TOTAL:		83300.00	0.00	8579.90	91879.90	
3	[ONE-OFF]	20000.00	EA	EFF010	15310500	50.00%	4800.00	0.00 (0.00%)	494.40 (10.30%)	5294.40
				EFF010	15310501	17.00%	1632.00	0.00 (0.00%)	168.10 (10.30%)	1800.10
				EFF010	15310502	33.00%	3168.00	0.00 (0.00%)	326.30 (10.30%)	3494.30
				LINE TOTAL:		9600.00	0.00	988.80	10588.80	
4	[ONE-OFF]	8000.00	EA	EFF010	15310500	50.00%	2880.00	0.00 (0.00%)	296.64 (10.30%)	3176.64
				EFF010	15310501	17.00%	979.20	0.00 (0.00%)	100.86 (10.30%)	1080.06
				EFF010	15310502	33.00%	1900.80	0.00 (0.00%)	195.78 (10.30%)	2096.58
				LINE TOTAL:		5760.00	0.00	593.28	6353.28	
5	[ONE-OFF]	20000.00	EA	EFF010	15310500	50.00%	7300.00	0.00 (0.00%)	751.90 (10.30%)	8051.90
				EFF010	15310501	17.00%	2482.00	0.00 (0.00%)	255.65 (10.30%)	2737.65
				EFF010	15310502	33.00%	4818.00	0.00 (0.00%)	496.25 (10.30%)	5314.25
				LINE TOTAL:		14600.00	0.00	1503.80	16103.80	
PO TOTAL:							184660.00	0.00	19019.98	203679.98

*** End of report ***



PROCUREMENT REQUEST

1. REQUESTING UNIT ADDRESS WA State Department of Health WA State Department of Health NBS Lab-Public Health Laboratories 1610 NE 150th Street MS: K17-9 Shoreline, WA 98155-7224		LOCATION CODE GS1	2. SHIP TO ADDRESS WA State Department of Health NBS Lab-Public Health Laboratories 1610 NE 150th Street MS: K17-9 Shoreline, WA 98155-7224		LOCATION CODE GS1	
3. REQUESTED VENDOR NAME, ADDRESS, PHONE & FAX NUMBER Eastern Buisness Forms Inc P.O box 10 Maudlin SC 29662-0010 Attn Will Adams will.adams@ebf-inc.com			4. BILL-TO ADDRESS WA State Department of Health NBS Lab-Public Health Laboratories 1610 NE 150th Street MS: K17-9		LOCATION CODE GS1	
5. ITEM	6. COMMODITY CODE MANUFACTURER'S PART NO/ISBN	7. DESCRIPTION	8. QUAN	9. UNIT	10. UNIT PRICE	11. EXTENDED PRICE
1		WA NBS	85000		\$ 0.84	\$71,400.00
2		WA Hearing	85000		\$ 0.98	\$83,300.00
3		HI Card	20000		\$ 0.48	\$9,600.00
4		ID Single	8000		\$ 0.72	\$5,760.00
5		ID Double	20000		\$ 0.73	\$14,600.00
12. ACCOUNT CODING - Attach additional sheet if required				13. SUBTOTAL		\$184,660.00
MASTER INDEX	SUB OBJECT	SUB SUB OBJECT	PERCENTAGE OR AMOUNT			
15310500			50%			
15310501			17%		14. SHIPPING	\$0.00
15310502			33%			
					15. TAX	\$17,173.38
					16. TOTAL	\$201,833.38
FEDERAL FUNDS?		No	PERCENTAGE? 100%			
17. JUSTIFICATION - (If Time Sensitive, Indicate Date Required)						
Specimen collection cards						
18. REQUESTER - Please SIGN & PRINT			19. REQUESTER PHONE/EMAIL		20. DATE COMPLETED	
/s/sana choudhary			206-418-5508		8/8/2023	
21. PROGRAM AUTHORIZATION - Please SIGN & PRINT			22. DATE SIGNED		PROCUREMENT USE ONLY	
/s/ John D. Thompson; /s/Romesh Gautom, PHL Director			8/16/2023; 8/17/2023			
23. ADDITIONAL APPROVAL - Please SIGN & PRINT			24. DATE SIGNED			
/s/Angi Miller			8/17/2023			

DIVERSITY SOURCING RECORD	
1. EXEMPTIONS FROM DIVERSITY EFFORTS (while exemptions are allowable, have you taken the opportunity to consider diverse business options?)	
<input type="checkbox"/>	Expenditure of funds is subject to specific federal law, state law, or funding source guidelines for award. Attach relevant documentation (i.e. legislative bill, grant award, etc.) and/or provide brief explanation:
<input type="checkbox"/>	Interagency LHJs, Tribes, Memo of Understanding or other non-financial agreements; established pricing agreements or proprietary source; conferences, training, hotels.
<input checked="" type="checkbox"/>	Other applicable exemption: Out of the available vendors for this product there aren't any viable small/diverse businesses that can deliver.
If any selection above has been made, stop here.	
2. STATEWIDE CONTRACT SEARCH	
The State of Washington DES policy prioritizes the utilization of statewide contracts. If a diverse business is available on a statewide contract, they must be considered first . For the purpose of this form, diverse businesses are certified (or qualify for certification) with the Office of Minority, Women Business Enterprises (OMWBE), Department of Veteran Affairs (DVA), and/or registered in WEBS as a self-certified small business.	
<input type="checkbox"/>	This purchase is being made from DES Statewide Contract # ; diverse vendor name:
OR	
<input type="checkbox"/>	This purchase is being made from DES Statewide Contract # ; non-diverse vendor name:
If a statewide contract is being utilized, stop here.	
If a statewide contract cannot fulfill the program need, and a decision is made to purchase from a vendor that is not on contract, it must be explained by program and approved by Contracts and Procurement Office. A purchase of this nature is subject to Direct Buy limits of \$30,000; \$40,000 with a diverse business (minority, woman, veteran, and/or small) as defined in RCW 39.26.010(22). Provide explanation: Attached sole source justification	
Diversity Sourcing Record Section 3 must be completed.	
If a diverse business on a statewide contract cannot fulfill the program need, and a decision is made to purchase from a vendor that is not on contract, it must be explained and approved the by requesting program's Appointing Authority or designee and the Contracts and Procurement Office. A purchase of this type is subject to Direct Buy limits of \$30,000; \$40,000 with a diverse business (minority, woman, veteran, and/or small) as defined in RCW 39.26.010(22). Provide explanation including Appointing Authority or designee approval: No diverse business on statewide contract	
Diversity Sourcing Record Section 3 must be completed.	
3. CONFIRMATION AND RESULTS OF SEARCH (Contact SupplierDiversity@doh.wa.gov for assistance if needed)	
Date of Search: 8/8/2023	Staff performing search: Sana Choudhary
Describe the program need (goods or services):	Medical device specimen collection cards
Confirm search of the following sources:	OMWBE WEBS
List other sourcing searches, if any:	
List results of search (include diverse business name and certification number):	
Return via email to DOHFSprocurement@doh.wa.gov. If emailed, do not mail original	

Sole Source CONTRACT Filing Justification Template

DOH Contract Number:

L123365

Use the following justification template for preparing to file sole source contracts in the [Sole Source Contracts Database](#) (SSCD). Once completed, copy and paste the answers into the corresponding SSCD question and answer fields. You will also need to include a copy of this completed form in the documents you post to your agency website and in [WEBS](#).

NOTE: All proposed sole source vendors will need to be [registered in WEBS](#). Vendors must do this themselves. Further, DOH will need the WEBS commodity codes from this vendor for those services the vendor has registered in WEBS. List the vendor commodity codes in the sole source notice form.

What is a sole source contract?

"Sole source" means a contractor providing goods or services of such a unique nature or sole availability at the location required that the contractor is clearly and justifiably the only practicable source to provide the goods or services. (RCW 39.26.010)

Unique qualifications or services are those which are highly specialized or one-of-a-kind.

Other factors which may be considered include past performance, cost-effectiveness (learning curve), and/or follow-up nature of the required goods and/or services. Past performance alone does not provide adequate justification for a sole source contract. Time constraints may be considered as a contributing factor in a sole source justification however will not be on its own a sufficient justification.

Why is a sole source justification required?

The State of Washington, by policy and law, believes competition is the best strategy to obtain the best value for the goods and services it purchases, and to ensure that all interested vendors have a fair and transparent opportunity to sell goods and services to the state.

A sole source contract does not benefit from competition. Thus the state, through RCW 39.26.010, has determined it is important to evaluate whether the conditions, costs and risks related to the proposal of a sole source contract truly outweigh forgoing the benefits of a competitive contract.

Providing compelling answers to the following questions will facilitate the evaluation.

DES Sole Source Question	DOH Program Manager Response
Specific Problem or Need	
1. What is the business need or problem that requires this contract?	The Washington State Department of Health, Office of Newborn Screening (NBS) tests all infants born in Washington, Hawaii, and Idaho for a number of rare but treatable disorders using a dried blood spot specimen. The dried blood spot specimen is taken using a specialized medical filter paper collection card. Program staff have researched vendor options for the dried blood spot collection card by completing an online search, reaching out to other NBS professionals in other states, and there are only two vendors that

DES Sole Source Question	DOH Program Manager Response
	<p>supply this specialized type of collection card; Revvity (previously known as Perkin Elmer) and Eastern Business Forms. The NBS program has been using Revvity for the last five years, but our contract is coming to an end at the end of this year. We are asking for a sole source exemption to use Eastern Business Forms due to the poor quality of service we have received from Revvity. There have been shipping delays due to issues with manufacturing the cards (broken equipment) and supply issues (carbon filter paper not available). These delays have trickled down to our hospitals and clinics causing them to run out of the collection cards. We have also received multiple damaged goods during shipments and were not able to use a portion of the supply. Nearly every shipment over the past five years (~15 shipments) has had a significant problem.</p>
Sole Source Criteria <i>(Describe how this vendor is “a contractor providing goods or services of such a unique nature or sole availability at the location required that the contractor is clearly and justifiably the only practicable source to provide the goods or services.”)</i>	
<p>2. Describe the unique features, qualifications, abilities or expertise of the contractor proposed for this sole source contract.</p>	<p>Eastern Business Forms is an established manufacturer of newborn screening medical devices and provides a high level of customization services as well as ensuring lower lead times. The NBS program used them as a vendor in the past and was pleased with their product and customer service.</p>
<p>3. What kind of market research did the agency conduct to conclude that alternative sources were inappropriate or unavailable? Provide a narrative description of the agency's due diligence in determining the basis for the sole source contract, including methods used by the agency to conduct a review of available sources such as researching trade publications, industry newsletters and the internet; contacting similar service providers; and reviewing statewide pricing trends and/or agreements. Include a list of businesses contacted (if you state that no other businesses were contacted, explain why not), date of contact, method of contact</p>	<p>For the medical device (cards used to collect blood samples) our program requires, there are two vendors able to deliver the goods needed for us to operate.</p> <p>Our experience using Revvity for over 5 years has been poor. We've kept a log of issues with deliveries being late, and damaged. Our program used Eastern Business Forms prior to using Revvity and had a positive experience. During the bid process for services in 2018, Revvity was selected because they were the lowest bid, but Eastern Business Forms was comparable in price.</p> <p>We have contacted other Newborn Screening Programs across the country to discuss their experiences with varying vendors and have learned that there are only two vendors that carry this product. This includes discussions with partner organizations such as NewSteps and</p>

DES Sole Source Question	DOH Program Manager Response
(telephone, mail, e-mail, other), and documentation demonstrating an explanation of why those businesses could not or would not, under any circumstances, perform the contract; or an explanation of why the agency has determined that no businesses other than the prospective contractor can perform the contract.	Association of Public Health Laboratories. We have also conducted online research to ensure we have not missed any opportunities.
4. What considerations were given to providing opportunities in this contract for small business, including but not limited to unbundling the goods and/or services acquired.	Out of the available vendors for this product there aren't any viable small businesses that can deliver.
5. Provide a detailed and compelling description that includes quantification of the costs and risks mitigated by contracting with this contractor (i.e. learning curve, follow-up nature).	We have had ongoing issues with Revvity running out of supply, order issues, delay in shipment, damaged cards, and difficulty improving the regular disruption in service. We have tried meeting with their representative every two weeks for updates and submitted orders far in advance to improve the relationship to no avail. We are spending a significant amount of staff time on troubleshooting the issues.
6. Is the agency proposing this sole source contract because of special circumstances such as confidential investigations, copyright restrictions, etc.? If so, please describe.	No.
7. Is the agency proposing this sole source contract because of unavoidable, critical time delays or issues that prevented the agency from completing this acquisition using a competitive process? If so, please describe. For example, if time constraints are applicable, identify when the agency was on notice of the need for the goods and/or service, the entity that imposed the constraints, explain the authority of that entity to impose them, and provide the timelines within which work must be accomplished.	No.

DES Sole Source Question	DOH Program Manager Response
8. Is the agency proposing this sole source contract because of a geographic limitation? If the proposed contractor is the only source available in the geographical area, state the basis for this conclusion and the rationale for limiting the size of the geographical area selected.	No.
9. What are the consequences of not having this sole source filing approved? Describe in detail the impact to the agency and to services it provides if this sole source filing is not approved.	The product provided by this sole source is integral to our program operation as required by RCW 70.83, without it we cannot collect and test specimens to identify health concerns in newborns.
Sole Source Posting	
10. Provide the date in which the sole source posting, the draft contract, and a copy of the Sole Source Contract Justification Template were published in WEBS.	Contracts Office Use Only:
a. If exempt from posting in WEBS, please provide which exemption.	Contracts Office Use Only:
b. If failed to post, please explain why.	Contracts Office Use Only:
11. Were responses received to the sole source posting in WEBS?	Contracts Office Use Only:
a. If one or more responses are received, list name of entities responding and explain how the agency concluded the contract is appropriate for sole source award.	Contracts Office Use Only:
Reasonableness of Cost	
12. Since competition was not used as the means for procurement, how did the agency conclude that the costs, fees, or rates negotiated are fair and reasonable? Please make a comparison with comparable contracts, use the results of a market survey, or employ some other appropriate means calculated to make such a determination.	<p>Our program has used Eastern Business Form services in the past, and although their rates were slightly higher, their level of support was far better than the current vendor, Revvity.</p> <p>Their rates are fair considering the amount of time, and money we will save by not mitigating delayed shipments from Revvity.</p>

Note: The DOH Program's contract manager must complete the attached and include with the completed Sole Source Legal Notice as part of your CPAR package, which should be processed through your division's standard process. Contact the Contracts Group Mailbox at DOHCON.Mgmt@doh.wa.gov for assistance.

From: [DES Procedure PRO-DES-140-00A](#).