

# STATE OF WASHINGTON Washington State Department of Health SOLE SOURCE POSTING

April 9th, 2024

The Washington State Department of Health (DOH) contemplates awarding a sole source contract to *Biotage* to provide 4 Extrahera Liquid Handling/Solid Phase Extraction (SPE) systems, including all parts, racks, solvent reservoirs, one year warranty, and installation.

The DOH requires this sole source purchase because the current Biotage Rapid Trace SPE instruments, which are used by multiple labs (Chemical Incident Response-CIRL & the Shellfish Biotoxin teams), have been obsolete for several years. Biotage stopped the manufacturing of RapidTraces in 2017 and will end service support in the near future. The CIRL uses these systems for routine and emergency response work. They have one Extrahera system for daily use but need back up systems for surge capacity events, emergency response on a large scale, and if the main unit needs repair.

Purchasing 4 new Biotage Extrahera units to replace the older Rapid Trace models would give us close to the same capacity as can be handled by the current systems. It would also improve response rates and turnaround times by adding 96 well-plate capabilities which the Rapid Trace models do not support. 96 well-plate configurations are ideal for high throughput or large-scale testing situations.

If we were to choose a different instrument, there would be a steeper learning curve for how to conduct analysis, maintenance, and troubleshooting. This would delay all testing even further while the analysists learned to use the new system and software.

DOH will enter a one-time purchase order with Biotage. The purchase order will be issued in time to meet the June 30<sup>th</sup>, 2024 deadline for delivery. The cost of this one-time purchase order is \$341,737.35 after 10.3% tax (quote price of \$309,825.70 includes freight/handling but not tax).

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:

- System must accommodate cartridge and 96-well plate formats;
- System must use positive pressure for extraction;
- System must minimize exposure to volatile solvents;
- System must be able to perform Supported Liquid Extraction (SLE), Solid Phase Extraction (SPE), Phospholipid Depletion (PLD), and Protein Precipitation (PPT) based methods;
- And System must have robustness for reliable operation of instrument for sample matrix clean up on a daily basis.

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: Jeff Dickenson

Email: jeff.dickenson@doh.wa.gov and cc: bids@doh.wa.gov Include POL124638 in the

subject line.

**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: <u>TLC Plates, etc.</u>; 493-32-Evaporators, Vacuum: Flash, Rotating, etc.; & 175-29-Extraction, Digestion, and Distillation Apparatus, Specialized: Kjeldahl, Soxhlet, etc.

Revised: 7-12-22



**BIOTAGE** 

10430 HARRIS OAKS BLVD

SUITE C

NO.

1

CHARLOTTE, NC 28269 Phone: 1-800-446-4752 Fax: 434 296-8217

LINE ITEM NUMBER

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

DESCRIPTION

414001 BIOTAGE® EXTRAHERA

## **PURCHASE ORDER**

L124638

**Page Number** 1 of 3

**Purchase Order Date** APR/04/2024

Bill-to: GX4B

**QUANTITY** 

4 EA

WA STATE DEPT OF HEALTH PURCHASING INVOICES

DOHFSPURCHASING@DOH.WA.GOV

UNIT

**PRICE** 

62,100.00

**TOTAL COST** 

248,400.00

AUTHORITY	F.O.B.	PAYMENT TERMS	REQUESTED BY	REQUISITION #
RCW 39.26.140.4	DEST., PREPAY & ADD	NET 30	WEST, CAROLINE, 206 418-5468	

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*	415492 SAMPLE/COLLECTION RACK 18 X 75 MM, 24 POSITIONS							4	EA	251.00	1,004.0			
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GL45 CAPS, FIL'BOTTLE (5/PK)  * 414174SP COLUMN RACK 24 X 3 ML  * 413640SP COLUMN RACK 24 X 6 ML (TABLESS)  * 414255SP SAMPLE RACK 13 X 100 MM, 24 POSITION  * 414254SP SAMPLE RACK 16 X 100 MM, 24 POSITION  * 415492 SAMPLE/COLLECTION RACK 18 X 75 MM, 24  Continued on next page  Show PO# on all invoices and shipping documents.  Juless otherwise noted, Washington State sales tax applies to this order.  PREPARED BY DATE T.I.N.  FF DICKERSON APR/09/2024 043535072  DATE PMT DUE DATE CURRENT DOC. NO. REF. DOC. NO. VENDO  TRANS M FUND APPN PROGRAM SUB SUB ORG INDEX ALLOC BUDGET UNIT	* 356330SP VACUUM PUMP ME1C USD  * 356604SP ACCESSORY KIT, VACUUM PUMP ME1C EXTRAHALSTRA  * 414579 SOLVENT SAFETY KIT INC. GL45 CAPS, FILTERS ANDTILE (5/PK)  * 414174SP COLUMN RACK 24 X 3 ML  * 413640SP COLUMN RACK 24 X 6 ML (TABLESS)  * 414255SP SAMPLE RACK 13 X 100 MM, 24 POSITIONS  * 414254SP SAMPLE RACK 16 X 100 MM, 24 POSITIONS  * 415492 SAMPLE/COLLECTION RACK 18 X 75 MM, 24 POSITIONS  Continued on next page  Show PO# on all invoices and shipping documents. Unless otherwise noted, Washington State sales tax applies to this order.  PREPARED BY DATE T.I.N.  FF DICKERSON APR/09/2024 043535072  DATE PMT DUE DATE CURRENT DOC. NO. REF. DOC. NO. VENDOR MESSAGE  TRANS M FUND APPN PROGRAM SUB SUB ORS ALLOC BUDGET MOS OBJECT INDEX ALLOC BUDGET MOS	* 356330SP VACUUM PUMP ME1C USD  * 356604SP ACCESSORY KIT, VACUUM PUMP ME1C EXTRAHERA & ALSTRA  * 414579 SOLVENT SAFETY KIT INC. GL45 CAPS, FILTERS AND BOTTLE (5/PK)  * 414174SP COLUMN RACK 24 X 3 ML  * 413640SP COLUMN RACK 24 X 6 ML (TABLESS)  * 414255SP SAMPLE RACK 13 X 100 MM, 24 POSITIONS  * 414254SP SAMPLE RACK 16 X 100 MM, 24 POSITIONS  * 415492 SAMPLE/COLLECTION RACK 18 X 75 MM, 24 POSITIONS  Continued on next page  Show PO# on all invoices and shipping documents.  Continued on next page  Show PO# on all invoices and shipping documents.  AGEN  FREPARED BY  DATE  TI.N.  RI  FF DICKERSON  APR/09/2024  O43535072  DATE  PMT DUE DATE  CURRENT DOC. NO.  REF. DOC. NO.  VENDOR MESSAGE  TRANS  M FUND  APPN PROGRAM SUB SUB SUB OBJECT MOEX BUGGET MOEX BUGGET MOS PROJECT	* 356330SP VACUUM PUMP ME1C USD  * 356604SP ACCESSORY KIT, VACUUM PUMP ME1C EXTRAHERA & 4 ALSTRA  * 414579 SOLVENT SAFETY KIT INC. GL45 CAPS, FILTERS AND BOTTLE (5/PK)  * 414174SP COLUMN RACK 24 X 3 ML  * 413640SP COLUMN RACK 24 X 6 ML (TABLESS)  * 414255SP SAMPLE RACK 13 X 100 MM, 24 POSITIONS  4 414254SP SAMPLE RACK 16 X 100 MM, 24 POSITIONS  * 415492 SAMPLE/COLLECTION RACK 18 X 75 MM, 24 POSITIONS  Continued on next page  Show PO# on all invoices and shipping documents.  Continued on next page  Show PO# on all invoices and shipping documents.  PREPARED BY  DATE  TI.N.  RECEIVED  PREPARED BY  DATE  TI.N.  RECEIVED  DATE  PMT DUE DATE  CURRENT DOC. NO.  VENDOR MESSAGE	* 356604\$P ACCESSORY KIT, VACUUM PUMP ME1C EXTRAHERA & 4 EA ALSTRA  * 414579 SOLVENT SAFETY KIT INC. 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GL45 CAPS, FILTERS AND BOTTLE (5/PK)  * 414174SP COLUMN RACK 24 X 3 ML 4 EA 275.00  * 413640SP COLUMN RACK 24 X 6 ML (TABLESS) 4 EA 275.00  * 414255SP SAMPLE RACK 13 X 100 MM, 24 POSITIONS 4 EA 275.00  * 414254SP SAMPLE RACK 16 X 100 MM, 24 POSITIONS 4 EA 275.00  * 415492 SAMPLE/COLLECTION RACK 18 X 75 MM, 24 POSITIONS 4 EA 251.00  Continued on next page  Show PO# on all invoices and shipping documents. Unless otherwise noted, Washington State sales tax applies to this order.  APP  PREPARED BY DATE T.I.N. RECEIVED BY  FF DICKERSON APR/09/2024 043535072  DATE PMT DUE DATE CURRENT DOC. NO. REF. DOC. NO. VENDOR MESSAGE  TRAMS NOTE OF TRANS SUB SUB OREY ANDEX MODEX MODEX MODEX MODEX MODEX MODEX SUB PROJECT SUB AMOUNT ANDEX AMOUNT AND

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**BIOTAGE** 

10430 HARRIS OAKS BLVD

SUITE C

LINE

NO.

11

CHARLOTTE, NC 28269 Phone: 1-800-446-4752 Fax: 434 296-8217

ITEM NUMBER

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

DESCRIPTION

415560SP SOLVENT RACK FOR 100 ML RESERVOIRS

## **PURCHASE ORDER**

L124638

**Page Number** 2 of 3

**Purchase Order Date** APR/04/2024

Bill-to: GX4B

**QUANTITY** 

4 EA

WA STATE DEPT OF HEALTH PURCHASING INVOICES

DOHFSPURCHASING@DOH.WA.GOV

UNIT

**PRICE** 

588.00

**TOTAL COST** 

2,352.00

AUTHORITY	F.O.B.	PAYMENT TERMS	REQUESTED BY	REQUISITION #
RCW 39.26.140.4	DEST., PREPAY & ADD	NET 30	WEST, CAROLINE, 206 418-5468	

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*		41	4214SP :	SOLVI	ENT RES	SERVOIR	100 ML (5	5/PK)				4 EA	124.00	496.0
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NO	* 414214SP SOLVENT RES  * 414045SP SOLVENT RES  * SER-EX-FYMP FIRST YEAR EXTRAHERA  * C65902SP MAINS CORD  * FREIGHT  PER ATTACHED QUOTE  AGENCY CONTACT: CAR PHONE NUMBER: 206-41  EMAIL ADDRESS: CAROL  Continued on next page  Continued on next page  Continued on next page  Show PO# on all invoices and shipping docume Unless otherwise noted, Washington State sales  PREPARED BY  DATE  FF DICKERSON  APR/09/2024  DATE  PMT DUE DATE  CURRENT DOC. NO.	* 414214SP SOLVENT RESERVOIR 2  * 414045SP SOLVENT RESERVOIR 2  * SER-EX-FYMP FIRST YEAR MAINT EXTRAHERA  * C65902SP MAINS CORD (US/CA)  * FREIGHT  PER ATTACHED QUOTE 66339  AGENCY CONTACT: CAROLINE WIPHONE NUMBER: 206-418-5468 EMAIL ADDRESS: CAROLINE.WES  Continued on next page  Show PO# on all invoices and shipping documents. Unless otherwise noted, Washington State sales tax applies  PREPARED BY  DATE  FF DICKERSON  APR/09/2024  0435:  DATE  PMT DUE DATE  CURRENT DOC. NO.  REF. DOC. N	* 414214SP SOLVENT RESERVOIR 100 ML (\$  * 414045SP SOLVENT RESERVOIR 25 ML (25  * SER-EX-FYMP FIRST YEAR MAINTENANCE EXTRAHERA  * C65902SP MAINS CORD (US/CA)  * FREIGHT  PER ATTACHED QUOTE 66339  AGENCY CONTACT: CAROLINE WEST PHONE NUMBER: 206-418-5468 EMAIL ADDRESS: CAROLINE.WEST@DOH.  Continued on next page  Show PO# on all invoices and shipping documents. Unless otherwise noted, Washington State sales tax applies to this  PREPARED BY DATE T.I.N.  FF DICKERSON APR/09/2024 043535072  DATE PMT DUE DATE CURRENT DOC. NO. REF. DOC. NO.	* 414214SP SOLVENT RESERVOIR 100 ML (5/PK)  * 414045SP SOLVENT RESERVOIR 25 ML (25/PK)  * SER-EX-FYMP FIRST YEAR MAINTENANCE PACKAGE EXTRAHERA  * C65902SP MAINS CORD (US/CA)  * FREIGHT  PER ATTACHED QUOTE 66339  AGENCY CONTACT: CAROLINE WEST PHONE NUMBER: 206-418-5468  EMAIL ADDRESS: CAROLINE.WEST@DOH.WA.GOV  Continued on next page  Show PO# on all invoices and shipping documents. Unless otherwise noted, Washington State sales tax applies to this order.  PREPARED BY DATE T.I.N.  FF DICKERSON APR/09/2024 043535072  DATE PMT DUE DATE CURRENT DOC. NO. VENDOR	* 414045SP SOLVENT RESERVOIR 25 ML (25/PK)  * SER-EX-FYMP FIRST YEAR MAINTENANCE PACKAGE - BIO EXTRAHERA  * C65902SP MAINS CORD (US/CA)  * FREIGHT  PER ATTACHED QUOTE 66339  AGENCY CONTACT: CAROLINE WEST PHONE NUMBER: 206-418-5468 EMAIL ADDRESS: CAROLINE.WEST@DOH.WA.GOV  Continued on next page  Show PO# on all invoices and shipping documents. Unless otherwise noted, Washington State sales tax applies to this order.  PREPARED BY  DATE  T.I.N.  FF DICKERSON  APR/09/2024  DATE  PMT DUE DATE  CURRENT DOC. NO.  REF. DOC. NO.  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Unless otherwise noted, Washington State sales tax applies to this order.  PREPARED BY DATE T.I.N. RECEIVED  FF DICKERSON APR/09/2024 043535072  DATE PMT DUE DATE CURRENT DOC. NO. VENDOR MESSAGE	* 414214SP SOLVENT RESERVOIR 100 ML (5/PK) 4 EA  * 414045SP SOLVENT RESERVOIR 25 ML (25/PK) 4 EA  * SER-EX-FYMP FIRST YEAR MAINTENANCE PACKAGE - BIOTAGE® 4 EA EXTRAHERA  * C65902SP MAINS CORD (US/CA) 4 EA  * FREIGHT 1 EA  PER ATTACHED QUOTE 66339  AGENCY CONTACT: CAROLINE WEST PHONE NUMBER: 206-418-5468 EMAIL ADDRESS: CAROLINE.WEST@DOH.WA.GOV  Continued on next page  Show PO# on all invoices and shipping documents. Unless otherwise noted, Washington State sales tax applies to this order.  PREPARED BY DATE T.I.N. RECEIVED BY  FF DICKERSON APR/09/2024 043535072  DATE PMT DUE DATE CURRENT DOC. NO. VENDOR MESSAGE	* 414214SP SOLVENT RESERVOIR 100 ML (5/PK) 4 EA 124.00  * 414045SP SOLVENT RESERVOIR 25 ML (25/PK) 4 EA 352.00  * SER-EX-FYMP FIRST YEAR MAINTENANCE PACKAGE - BIOTAGE® 4 EA 5,265.00  EXTRAHERA  * C65902SP MAINS CORD (US/CA) 4 EA 30.00  * FREIGHT 1 EA 2,957.70  PER ATTACHED QUOTE 66339  AGENCY CONTACT: CAROLINE WEST PHONE NUMBER: 206-418-5468 EMAIL ADDRESS: CAROLINE.WEST@DOH.WA.GOV  Continued on next page  Show PO# on all invoices and shipping documents.  Unless otherwise noted, Washington State sales tax applies to this order.  AGENCY APPROVAL  JUNIOSS OTHER TI.IN. RECEIVED BY  FF DICKERSON APR/09/2024 043535072  DATE PMT DUE DATE CURRENT DOC. NO. VENDOR MESSAGE

Vendor Copy	Accounting Copy	Program Copy - Receiving Report



**BIOTAGE** 

10430 HARRIS OAKS BLVD

SUITE C

NO.

CHARLOTTE, NC 28269 Phone: 1-800-446-4752 Fax: 434 296-8217 Ship-to: GS1 DEPT OF HEALTH 1610 NE 150TH ST. SHORELINE, WA 98155

NOTICE: ALL GOODS / SERVICES COVERED BY THIS ORDER MUST BE RECEIVED AT THE DESTINATION ON OR BEFORE THE

## **PURCHASE ORDER**

L124638

Page Number 3 of 3

Purchase Order Date APR/04/2024

Bill-to: GX4B

WA STATE DEPT OF HEALTH PURCHASING INVOICES

DOHFSPURCHASING@DOH.WA.GOV

**PRICE** 

AUTHORITY	F.O.B.	PAYMENT TERMS	REQUESTED BY	REQUESTED BY					
RCW 39.26.140.4 DEST., PREPAY & ADD NET 30		NET 30	WEST, CAROLINE, 206 418-5468						
LINE ITEM NUMBER	DESC	RIPTION	QUANTITY	UNIT	TOTAL COST				

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**BIOTAGE** 

10430 HARRIS OAKS BLVD

SUITE C

CHARLOTTE, NC 28269 Phone: 1-800-446-4752 Fax: 434 296-8217 Ship-to: GS1 DEPT OF HEALTH 1610 NE 150TH ST. SHORELINE, WA 98155

## **PURCHASE ORDER**

L124638

Purchase Order Date APR/04/2024

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

DOC. DATE		PMT D	UE DATE	CURRENT	DOC. NO	).	REF. DOC. N	Ο.	VENDOR	MESSAGE	=			
F OC JF	TRANS CODE	M O FUND D	APPN INDEX	PROGRAM INDEX	SUB OBJ	SUB SUB OBJECT	ORG INDEX	ALLOC	BUDGET	MOS	PROJECT	SUB PROJ	AMOUNT	INVOICE NUMBER
			152	10740	JC	C100							274233.60	
			152	10740	JC	C100							12205.82	
			152	10740	JC	C100							11781.89	
			152	10740	JC	C100							556.42	
			152	10740	JC	C100							4897.34	
			152	10740	JC	C100							1214.40	
			152	10740	JC	C100							1214.40	
			152	10740	JC	C100							1214.40	
			152	10740	JC	C100							1214.40	
			152	10740	JC	C100							1108.42	
			152	10740	JC	C100							2596.61	
			152	10740	JC	C100							1059.84	
			152	10740	JC	C100							547.58	
			152	10740	JC	C100							1554.43	
			152	10740	JC	C100							23250.24	
			152	10740	JC	C100							132.48	
			152	10740	JC	C100							3265.30	
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:01	JNTING A	PPROVAL F	OR PAYMI	ENT		1		DATE			1		WARRANT TOTAL	WARRANT NUMBER

Vendor Copy	Accounting Copy	Program Copy - Receiving Repor

#### Washington State Department of Health Purchase Order (PO) Terms and Conditions

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.

- 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).
- 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 wij 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.
- 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 project 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 form any obligation hereunder.
- 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. NONDISCRIMAINATION 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 form 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. ANIT-TRUST: Supplier and DOH recognize that in actual economic practice, overcharges resulting from anti-trust violations are in fact borne by DOH. Therefore, supplier herby 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 herby 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 or 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
- 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: L124638

Supplier: 043535072 - BIOTAGE

Currency:

Copy: COPY 1

LINE	ITEM CODE	QUANTITY UNIT	SUB OBJECT	MI/SHIP	TO CHARGED	SUBTOTAL	FEDERAL	STATE	TOTAL
1	[ONE-OFF]	4.00 EA	JCC100	15210740	100.00%	248400.00	0.00 (0.00	0%) 25833.60 (10.40	%) 274233.60
2	[ONE-OFF]	4.00 EA	JCC100	15210740	100.00%	11056.00	0.00 (0.00	0%) 1149.82 (10.40	%) 12205.82
3	[ONE-OFF]	4.00 EA	JCC100	15210740	100.00%	10672.00	0.00 (0.00	0%) 1109.89 (10.40	%) 11781.89
4	[ONE-OFF]	4.00 EA	JCC100	15210740	100.00%	504.00	0.00 (0.00	52.42 (10.40	%) 556.42
5	[ONE-OFF]	4.00 EA	JCC100	15210740	100.00%	4436.00	0.00 (0.00	0%) 461.34 (10.40	%) 4897.34
6	[ONE-OFF]	4.00 EA	JCC100	15210740	100.00%	1100.00	0.00 (0.00	0%) 114.40 (10.40	%) 1214.40
7	[ONE-OFF]	4.00 EA	JCC100	15210740	100.00%	1100.00	0.00 (0.00	0%) 114.40 (10.40	%) 1214.40
8	[ONE-OFF]	4.00 EA	JCC100	15210740	100.00%	1100.00	0.00 (0.00	0%) 114.40 (10.40	%) 1214.40
9	[ONE-OFF]	4.00 EA	JCC100	15210740	100.00%	1100.00	0.00 (0.00	0%) 114.40 (10.40	%) 1214.40
10	[ONE-OFF]	4.00 EA	JCC100	15210740	100.00%	1004.00	0.00 (0.00	0%) 104.42 (10.40	%) 1108.42
11	[ONE-OFF]	4.00 EA	JCC100	15210740	100.00%	2352.00	0.00 (0.00	244.61 (10.40	%) 2596.61
12	[ONE-OFF]	4.00 EA	JCC100	15210740	100.00%	960.00	0.00 (0.00	99.84 (10.40	%) 1059.84
13	[ONE-OFF]	4.00 EA	JCC100	15210740	100.00%	496.00	0.00 (0.00	0%) 51.58 (10.40	%) 547.58
14	[ONE-OFF]	4.00 EA	JCC100	15210740	100.00%	1408.00	0.00 (0.00	0%) 146.43 (10.40	%) 1554.43
15	[ONE-OFF]	4.00 EA	JCC100	15210740	100.00%	21060.00	0.00 (0.00	2190.24 (10.40	%) 23250.24
16	[ONE-OFF]	4.00 EA	JCC100	15210740	100.00%	120.00	0.00 (0.00	0%) 12.48 (10.40	%) 132.48
17	[ONE-OFF]	1.00 EA	JCC100	15210740	100.00%	2957.70	0.00 (0.00	307.60 (10.40	%) 3265.30
					PO TOTAL:	309825.70	0.00	32221.87	342047.57

\*\*\* End of report \*\*\*



**Customer Information** 

Account Name Washington State Department of Health -

Shoreline WA

Account Number 16498

Ship To Washington State Department of Health

1610 NE 150th Street Shoreline, Washington 98155

United States

Contact Name

Caroline West

Phone 206-418-5468

Email

caroline.west@doh.wa.gov

**Quote Information** 

Quote Name WA DOH - 4 Extraheras - West - 66339

Forensic

Prepared By

Oneka Cummings

Quote Number 66339

Email

oneka.cummings@biotage.com

Created Date 3/27/2024 Expiration Date 4/30/2024 Payment Terms Shipping Net 30 days

Prepaid & Add

FOB Terms

Origin

#### Quote Line Items

Application Type

Quoto Emo no	110				
Product	Quantity	Product Description	List Price	Total Price	Est Ship ARO
414001	4.00	Biotage® Extrahera™	USD 62,100.00	USD 248,400.00	Less than 4 weeks
415041	4.00	Configuration Kit 24 Positions Dual Flow	USD 2,764.00	USD 11,056.00	ships next day
356330SP	4.00	Vacuum Pump ME1C	USD 2,668.00	USD 10,672.00	ships next day
356604SP	4.00	Accessory Kit, Vacuum pump ME1C Extrahera & Alstra	USD 126.00	USD 504.00	
414579	4.00	Solvent Safety Kit Inc. GL45 Caps, Filters and Bottle (5/pk)	USD 1,109.00	USD 4,436.00	ships next day
414174SP	4.00	Column Rack 24 x 3 mL	USD 275.00	USD 1,100.00	ships next day
413640SP	4.00	Column Rack 24 x 6 mL (Tabless)	USD 275.00	USD 1,100.00	ships next day
414255SP	4.00	Sample Rack 13 x 100 mm, 24 Positions	USD 275.00	USD 1,100.00	ships next day
414254SP	4.00	Sample Rack 16 x 100 mm, 24 Positions	USD 275.00	USD 1,100.00	ships next day
415492	4.00	Sample/Collection Rack 18 x 75 mm, 24 Positions	USD 251.00	USD 1,004.00	ships next day
415560SP	4.00	Solvent Rack For 100 mL Reservoirs	USD 588.00	USD 2,352.00	ships next day
413991SP	4.00	Solvent Rack For 25 mL Reservoirs	USD 240.00	USD 960.00	ships next day
414214SP	4.00	Solvent Reservoir 100 mL (5/pk)	USD 124.00	USD 496.00	ships next day
414045SP	4.00	Solvent Reservoir 25 mL (25/pk)	USD 352.00	USD 1,408.00	ships next day
SER-EX-FYMP	4.00	First Year Maintenance Package - Biotage® Extrahera™	USD 5,265.00	USD 21,060.00	Call for availability
C65902SP	4.00	Mains Cord (US/CA)	USD 30.00	USD 120.00	

 Subtotal
 USD 306,868.00

 Shipping
 USD 2,957.70

 Total
 USD 309,825.70



#### Terms and Conditions

Unless Biotage has entered into a separate written agreement with you for the supply of goods and services, acceptance of this quote implies your acceptance of the Biotage's Terms and Conditions of Sales (see <a href="https://www.biotage.com/legal-terms?p=termsandconditions">https://www.biotage.com/legal-terms?p=termsandconditions</a>). Biotage imposes a processing fee for all MasterCard, Visa, and American Express credit card transactions.

# Sole Source CONTRACT Filing Justification Template

**DOH Contract** 

Number: L124638

Use the following justification template for preparing to file sole source contracts in the <u>Sole Source Contracts</u> <u>Database</u> (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 <u>WEBS</u>.

**NOTE:** All proposed sole source vendors will need to be <u>registered in WEBS</u>. 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.

<b>DES Sole Source Question</b>	DOH Program Manager Response
Specific Problem or Need	
What is the business need or problem that requires this contract?	
	Automated Solid Phase Extraction (SPE) Instruments are used to extract small molecules from biological samples. We will be using the Solid Phase Extraction Automation to concentrate small molecule metabolites from blood, urine, environmental and tissue samples. We are currently utilizing 15 RapidTraces to perform Solid Phase Extraction Automation. The RapidTraces are no longer being manufactured and cannot run 96-well plates. It is



<b>DES Sole Source Question</b>	DOH Program Manager Response
	therefore necessary for The WA State Public Health Lab to
	acquire new Solid Phase Extraction Automation.
	We need to replace our old Biotage Rapid Trace SPE systems which reached their end of life several years ago. Biotage will not be able to support these old systems much longer as they stopped manufacturing the parts years ago and once they are out of parts then the systems will be unfixable when things breakdown. We currently use 15 Rapid Trace modules in the Chemical Incident Response Laboratory (CIRL) for emergency response testing. They are also utilized by the Biotoxin Shellfish Team for some of their methods and for Biomonitoring projects. Purchasing 4 new Biotage Extrahera units to replace the older Rapid Trace models would give us close to the same capacity as can be handled by the current systems

#### Sole Source Criteria

(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."

Describe the unique features, qualifications, abilities or expertise of the contractor proposed for this sole source contract. Solid phase extractions can be carried out in cartridge or 96-wellplate formats. Cartridges allow for application and concentration of larger samples volumes, and are necessary in research studies that focus on low-concentration metabolites that have metabolic implications in rare paediatric conditions. 96-well plate format is used in creating a metabolic profile useful in understanding the underlying processes involved in biochemical processes.

Most of the CDC's current LRN methods utilize cartridges. However, the CDC does have some methods that are run on 96-well plates. Also, the CDC is developing most of their new methods on 96-well plates. It is therefore necessary that The WA State Public Health Lab's Solid Phase Extraction Automation be able to utilize both cartridges & 96-well plates. It is also necessary that The WA State Public Health Lab's Solid Phase Extraction Automation able to switch between the two formats efficiently.

The Extrahera is a single system that will allow The WA State Public Health Lab to accommodate methods on both cartridges & plates and switch heads in under 5 minutes.



<b>DES Sole Source Question</b>	DOH Program Manager Response
	Biological samples such as blood are prone to clogging SPE products. Biological samples are vicious and prone to coagulation. Solid Phase Extraction Automation instruments utilize two strategies for pushing samples trough SPE products: Vacuum or Positive Pressure. Vacuum is less expensive, but because of their design, each sample will see varying amounts of pull (especially when samples are process a different rates). With aqueous samples this is typically not an issue, but with Biological samples (such as The WA State Public Health Lab runs) this is a significant challenge. With Positive Pressure designs every sample see the same pressure regardless of the rate of processing of other samples. Therefore, Positive Pressure systems do not clog when processing Biological samples.
	Since The WA State Public Health Lab processes mostly Biological samples, it is necessary that its Solid Phase Extraction Automation Instrument utilize Positive Pressure. The Extrahera is unique in that it utilizes Positive Pressure for both cartridges and 96-well plates. We are an established Laboratory Response Network Lab as sanctified by the CDC. It is important to maintain an identical workflow for results consistency in emergency situations including acts of chemical and biological warfare. The CDC has standardized the Extrahera into LRN 1-3 labs across the nation.  Only the Biotage Extrahera can perform at a level necessary to meet The WA State Public Health Lab's unique scientific requirements and financial needs,
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	We have done extensive research into the SPE automation market and have researched the following vendors (Biotage, iChem, Tecan and Hamilton) and have concluded that only the Extrahera can meet The WA State Public Health Lab's unique scientific needs.



<b>DES Sole Source Question</b>	DOH Program Manager Response
businesses were contacted, explain why not), date of contact, method of contact (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.	
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.	The Instrumentation being purchased is not sold by smaller or diverse businesses and there are no goods or services to unbundle. This is a specialized piece of equipment for chemical analysis.
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).	If this instrumentation is purchased, then there will be less of a learning curve for the analysts due to standardization. Staff will be able to transfer the emergency response LRN-C methods onto the new system rapidly because they already have one of the Extrahera units in use for emergency response activities and are training on using this type of system. The CIRL team are subject matter experts on these systems for ELS (Environmental Laboratory Sciences) and would be able to teach the other groups how to translate their Rapid Trace methods and use the newer model quickly.  Purchasing another similar system will also ensure continuity of this knowledge and will allow the teams to continue to assist other labs who use similar technology.  Advantages of having the same models or nearly identical models include no or minimal training being needed, the same parts/equipment can be used for all four instruments, and the instrument performance is already proven to be reliable with the Extrahera systems.  This instrument can be brought online quickly and will allow the different teams, such as the CIRL lab and the Shellfish lab, to remove matrix interferences and report out results with a greater certainty, which will have a greater benefit to public health.
Is the agency proposing this sole source contract because of special circumstances such as confidential	No,
on ournotantes such as confluential	

<b>DES Sole Source Question</b>	DOH Program Manager Response
investigations, copyright restrictions, etc.? If so, please describe.	
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,
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.	One consequence of not having this sole source filling approved includes. Our current outdated systems will continue to break down and not be repairable, which would severely affect any surge capacity or back-up capabilities for emergency response testing.  Not being able to purchase this instrument will have a huge impact on emergency response analysis capabilities and timing which can adversely affect public health, as it is also intended to be used by the Shellfish team for some of their production work.
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	Contracts Office Use Only:



<b>DES Sole Source Question</b>	DOH Program Manager Response
agency concluded the contract is appropriate for sole source award.	
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.	The Biotage SPE systems (Rapid Trace and Extrahera) acquired by the ELS (Environmental Laboratory Science) teams for clinical emergency LRN-C sample cleanup and environmental matrix cleanup have all worked very well for us in the past. We have owned several models of these systems so far and have built a strong relationship with the service engineers receiving quick and reliable repairs and preventative maintenance whenever needed.

**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 <a href="mailto:DOHCON.Mgmt@doh.wa.gov">DOHCON.Mgmt@doh.wa.gov</a> for assistance.

From: DES Procedure PRO-DES-140-00A.