

Bellingham Technical College

SOLE SOURCE POSTING

Bellingham Technical College contemplates awarding a sole source contract to Industrial Plankton, Inc. for one Research Algae Bioreactor 100L.

BTC is looking for a photobioreactor made to grow saltwater species specifically used in shellfish hatcheries, at the appropriate volume needed for the Whatcom Creek hatchery, in a contained and automated system that will reliably produce algae so the hatchery can maintain feeding rates without jeopardizing animal welfare. Additionally, BTC is interested in purchasing the type of photobioreactor most commonly used in west coast shellfish hatcheries so the College can train students on industry-standard equipment and protocols.

Industrial Plankton's photobioreactor has been specifically designed and marketed to the shellfish aquaculture industry. Therefore, this product is uniquely suited to the Whatcom Creek Hatchery needs: it can culture saltwater algal species, it has been optimized to cultivate the specific algal strains commonly grown in shellfish hatcheries, it produces microalgal at the volume needed for the hatchery, it is fully automated for reliable algae production, and is currently being used in several shellfish hatcheries in Washington state, so it is known that their product works well with local seawater water quality parameters.

The contract will be issued on or about Sept. 25, 2023. The dollar value is estimated at \$74,332.

Offerors contemplating the above requirements are required to submit capability statements detailing their ability to meet the state's requirements by end of business on September 18, 2023. The following information should be included in the capability statements:

- How your product is a direct comparison to the attached quote.
- Pricing for all components listed.

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:

Contact Name: Melisa Nelson, Director of Purchasing
Bellingham Technical College
3028 Lindbergh Ace
Bellingham, WA 98225
E-mail: mnelson@btc.edu
Phone: 360-752-8343

Purchase Order

BELLINGHAM TECHNICAL COLLEGE

3028 Lindbergh Ave
Bellingham WA 98225-1518

		Dispatch Via Print
Purchase Order WA250-0000001277	Date 09-25-2023	Revision
Payment Terms Net 30	Freight Terms Destination	Ship Via COMMON
Buyer Melisa Nelson Email MNELSON@BTC.EDU	Phone	FAX

Supplier:
Industrial Plankton Inc
3374 Burns Ave
Victoria BC B8Z 3P2

Ship To: 3028 Lindbergh Ave
Bellingham WA 98225-1518

Attention: Sara Smith

Bill To: 3028 Lindbergh Ave
Bellingham WA 98225-1518

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Industrial Plankton photobioreactor - 100L See quote attached to comment. Price includes shipping.	1.00	EA	68320.00	68320.00	12/31/2023
SUT Code: 3701 (8.8%)					6012.16	
Schedule Total					<u>74332.16</u>	
Item Total					<u>74332.16</u>	
Total SUT Code 3701 (8.8%)					6012.16	
Total PO Amount					74332.16	

Authorized Signature



INDUSTRIAL™ PLANKTON

Quote

Date 6-Sep-2023
Quote # 103074
 Valid Until 6-Oct-2023

Vendor	Quote to	Ship to
Industrial Plankton Inc. 3374 Burns Avenue Victoria, BC V8Z 3P2, Canada 1-250-744-9714 Export Number: 80138 5865 RM0002	Sara Smith Bellingham Technical College	Sara Smith Bellingham Technical College

Description	Specs	QTY	Price/Unit	Total (\$USD)
1 Research Algae Bioreactor 100L	PBR 100L	1	\$62,260	\$62,260
2 Discount - Educational Champion	-PC	1	-\$5,000	-\$5,000
			Total Equipment	\$57,260
3 Annual PlanktonCare 2.2 for PBR 100L	PC-100	1	\$6,560	\$6,560
			Total Services	\$6,560

Terms	
Payment	Net 30 (from shipment)
Lead Time	Estimated shipping in four (4) weeks from production start. Standard transit time within Canada/USA: Estimated 10-21 days
Shipping	DAP Incoterms: The seller is responsible for delivery of the goods, ready for unloading, at the named place of destination. The seller assumes all risks involved up to unloading. Unloading is at the buyer's risk and cost. Buyer is responsible for all import duties and documentation. Crated shipments will be packaged in closed ISPM 15 compliant crates. These can be shipped by most means of transport that fits them.
Warranty	One year on equipment, as detailed in Warranty Policy.

Subtotal	\$63,820
Shipping DAP (Buyer's address)	\$2,400
ISPM 15 Approved Crating	\$2,100
Net Total (\$USD)	\$68,320
<i>Payable at Order Placement</i>	\$0
<i>Payable Net 30</i>	\$68,320

Optional Add-Ons	Specs	\$USD / Unit
3 Day Installation & Training	I&T3	\$10,700

Specifications	
PBR 100L	Research Algae Bioreactor 100L Includes 100L Algae Photobioreactor, Header Tank for prefiltration as well as a Spray Pump for cleaning in place between cultures. Refer to specifications for details. HS Code: 8479.8900; Country of Origin: Canada
-PC	Discount - Educational Champion One-time discount for order placement before quote expiry
PC-100	Annual PlanktonCare 2.2 for PBR 100L PlanktonCare 2.2 is an optional service that gives you comprehensive support through a PlanktonCare Expert, remote access to your Algae Bioreactor, software updates, a PlanktonCare Parts Kit and exclusive discounts on any extra parts desired. If purchased with equipment, this extends the standard 1-year manufacturer's warranty by an additional year and can be renewed annually to continuously protect your equipment for up to five years from the original purchase.
I&T3	3 Day Installation & Training On-site service provided by Industrial Plankton Specialist to direct and assist the customer's personnel (for all units at the same time in the same location) with: a) equipment's unpacking, b) physical and electromechanical integrity test for all components, c) final on-site assembly, and d) performance and safety checks to issue "safe and ready to use" status. Customer is responsible for ensuring all power, fluid and gas supplies are ready before starting installation, as detailed in the equipment's installation requirements document. On-site service provided by Industrial Plankton Specialist -immediately after Installation- to perform, along with the customer's personnel for all units at the same time in the same location: a) initial operation, testing and fine-tuning of all equipment components and systems to ensure their proper operation, and b) final on-site tank cleaning and sterilization process in order to issue "Ready for live algae scale-up" status. At the same time, provide training to the customer's personnel on all of the equipment's operational processes and features, focusing on the four key algae production processes: Inoculation, Scale-up, Harvest, and Cleaning. Installation to be arranged after travel has been deemed safe (and not to require quarantine) by both buyer and seller and their respective governments.

Manufacturer's Warranty Policy



IMPORTANT: BY ACCEPTING DELIVERY OF YOUR INDUSTRIAL PLANKTON PRODUCT AND ACCESSORIES, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE INDUSTRIAL PLANKTON 1 YEAR LIMITED WARRANTY ("WARRANTY") AS SET OUT BELOW. DO NOT UNPACK YOUR PRODUCT UNTIL YOU HAVE READ THE TERMS OF THE WARRANTY. IF YOU DO NOT AGREE TO THE TERMS OF THE WARRANTY, DO NOT UNPACK THE PRODUCT AND CONTACT INDUSTRIAL PLANKTON.

WARRANTY LIMITATIONS SUBJECT TO LAW

THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. INDUSTRIAL PLANKTON DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES FOR ANY KIND OF DAMAGE CAUSED, DIRECTLY OR INDIRECTLY, BY INDUSTRIAL PLANKTON PRODUCTS, AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IN SO FAR AS SUCH WARRANTIES MIGHT NOT BE DISCLAIMED DUE TO LOCAL REGULATIONS, INDUSTRIAL PLANKTON LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT INDUSTRIAL PLANKTON'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW.

WHAT IS COVERED BY THIS WARRANTY?

Industrial Plankton Inc. (IP), of 3374 Burns Ave, Victoria, BC V8Z 3P2 Canada warrants the equipment and its accessories contained in the original packaging ("IP Product") against defects in materials and workmanship when used normally in accordance with Industrial Plankton's published guidelines, for a period of ONE (1) YEAR from the date of delivery to the original purchaser ("Warranty Period"). The warranty policy may be extended through the purchase of after-sales warranty extensions. Though the equipment is designed to last longer than 5 years, its expected lifetime is only 5 years and so warranty extensions are limited to renewal for up to a total of 5 years from delivery to original purchaser. Industrial Plankton's published guidelines include but are not limited to information contained in technical specifications, user manuals and service communications.

WHAT IS NOT COVERED BY THIS WARRANTY?

Industrial Plankton does not guarantee the algae produced on its equipment will meet any level of quality, biomass, volume or cell density, or that the equipment operation will be uninterrupted or error-free. This Warranty does not apply: (a) to consumable parts, such as batteries, unless failure has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, bends, dents and broken connectors or ports unless failure has occurred due to a defect in materials or workmanship; (c) to damage caused by use with any third party component or product; (d) to damage caused by accident, abuse, misuse,

fire, liquid contact, flood, earthquake or other external cause; (e) to damage caused during the unpacking, installation, operation or maintenance of the IP Product, even if such activities are performed by Industrial Plankton's agents; (f) to damage caused by service or support (including upgrades and expansions) performed by anyone, even if an agent of Industrial Plankton; (g) to an IP Product that has been modified to alter functionality or capability without the written permission of Industrial Plankton; (h) to defects caused by normal wear and tear or otherwise due to the normal aging of the IP Product; (i) if any serial number has been removed or defaced from the IP Product; (j) if Industrial Plankton is notified, or receives information from relevant public authorities that the IP Product has been stolen; or (k) if the IP Product is in any way sold, leased, gifted, placed as collateral (no liens) or transferred in any way, except when the transferee is a wholly owned subsidiary of the original purchaser, unless given written consent by Industrial Plankton.

YOUR RESPONSIBILITIES

Before receiving warranty service, Industrial Plankton or its agents may require that you: a) furnish proof of purchase details to fully identify the warranty claimant as the original owner and to uniquely identify the IP product or accessories for which warranty service is sought; b) respond to questions designed to assist with diagnosing the issues, including providing all relevant information about the potential malfunction in the form of photos or sketches, as well as verbal and written descriptions; and c) follow Industrial Plankton's procedures for obtaining warranty service.

WHAT WILL INDUSTRIAL PLANKTON DO IN THE EVENT YOU SUBMIT A WARRANTY CLAIM?

If during the Warranty Period you submit a claim to Industrial Plankton in accordance with this warranty, Industrial Plankton will, at its option:

1. Repair the IP Product, accessory, or part using suitable replacement parts that are new or equivalent to new in performance and reliability.
2. Replace the IP Product, accessory, or part with a suitable replacement equivalent to new in performance and reliability.

A replacement part, including a user-installable part that has been user-installed in accordance with instructions provided by Industrial Plankton, assumes the remaining term of the Warranty or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When an IP product, accessory or part is replaced, any replacement item becomes your property and the replaced item becomes Industrial Plankton's property.

HOW TO OBTAIN WARRANTY SERVICE?

Please contact Industrial Plankton or its authorized agent before seeking warranty service. An Industrial Plankton representative will help determine whether your IP Product

Manufacturer's Warranty Policy

requires service and if it does, will inform you how Industrial Plankton will provide it and will assign you a unique warranty claim number for future follow up.

WARRANTY SERVICE OPTIONS

Industrial Plankton will provide warranty service through one of the following two options:

(i) Do-it-yourself (DIY) parts service. DIY parts service allows you to expediently service your own IP equipment by following IP's instructions to remove any defective components and replace them with new ones. Once a DIY warranty claim is approved by Industrial Plankton, the required warranty-covered replacement components will be supplied to you free of charge (not including custom fees and import taxes or duties) by IP or its agents, who will also provide remote technical assistance. Once the warranty repair has been carried on successfully, IP or its agents will advise you on whether to dispose or return to IP (at IP's cost) the defective components, which will always remain the property of IP. Industrial Plankton is not responsible for any labor costs or any incidental damages that result from you executing a DIY parts service warranty repair.

(ii) On-site warranty service. On-site warranty service implies an Industrial Plankton technician is required to properly service your IP Product on site. If, once a warranty claim is generated, Industrial Plankton or its agents determine that the best way to fulfill it is to have an IP technician execute it on site, a mutually agreeable appointment will be set up. Before such a visit, Industrial Plankton or its agents will ship to the IP unit's location, at their own cost and with no charge to you (not including custom fees and import taxes or duties), the replacement parts needed to perform the warranty repair. While executing on-site the warranty-covered repair, all expenses incurred by the visiting technician will be covered by Industrial Plankton or its agents, while you provide, at your own cost, any reasonable support, tools, consumables and manpower needed to assist IP on fulfilling the warranty claim. Industrial Plankton is not responsible for any labor costs you incur relating to on-site warranty service.

Industrial Plankton reserves the right to change the method by which Industrial Plankton may provide warranty service to you, and your IP Product's eligibility to receive a particular method of service. Service will be limited to the options available in the country where service is requested. Service options, parts availability and response times may vary according to country. If you seek service in a country outside Canada you will comply with all applicable import and export

GENERAL

No Industrial Plankton reseller, distributor, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability

laws and regulations and be responsible for all customs duties, V.A.T. and other associated taxes and charges.

LIMITATION OF LIABILITY

This Warranty does not apply to any non-Industrial Plankton branded hardware products or any software, even if packaged or sold with Industrial Plankton hardware. Manufacturers, suppliers, or publishers, other than Industrial Plankton, may provide their own warranties to you – please contact them for further information. Software distributed by Industrial Plankton with or without the Industrial Plankton brand (including, but not limited to system software) is not covered by this Warranty. Industrial Plankton does not warrant that the operation of the Industrial Plankton Product will be uninterrupted or error-free. Industrial Plankton is not responsible for damage arising from failure to follow instructions relating to the Industrial Plankton Product's use. Under no circumstances shall any warranty claim or combinations of warranty claims associated with an Industrial Plankton product exceed the original purchase price of the product.

Our liability under this warranty is limited to the repair or replacement of the defective product and in no event shall Industrial Plankton be liable for any consequential or indirect damages to goods, property, equipment, persons or personnel. Nor shall we be liable for damages to equipment or personal injury caused by misuse, overload, accidental damage, alteration, improper installation of the products. UNDER NO CIRCUMSTANCES WILL INDUSTRIAL PLANKTON BE RESPONSIBLE FOR CONSEQUENTIAL DAMAGES DUE TO THE FAILURE OF OUR PRODUCT TO PERFORM PROPERLY.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDUSTRIAL PLANKTON AND ITS AGENTS ARE NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF LIVESTOCK; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, COMPROMISE OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY.

of the remaining terms shall not be affected or impaired. This Warranty is governed by and construed under the laws of British Columbia Canada. Industrial Plankton or its successor in title is the warrantor under this Warranty.

Sole Source Statement



September 5, 2023

The Industrial Plankton PBR 100L, PBR 1250L and PBR 2500L are all developed and sold by Industrial Plankton Inc. of Victoria, British Columbia, Canada. Industrial Plankton Inc. is the sole worldwide manufacturer of these fully automated algae photobioreactors.

Industrial Plankton Inc. is an algae photobioreactor developer and manufacturer specializing in equipment used in aquaculture, biotech and research. Our products are protected by patents, trade secrets, and are unique to the market and unlike any other algae production equipment commercially available.

Our photobioreactors include:

- Custom high surface area acrylic vessel & lid
- Custom stand capable of supporting the integral components
- Specifically optimized spectrum of LED lights with passive heatsinks for algal culture in a marine environment
- Self cleaning rotary spray balls with clean-in-place spray pump
- Touchscreen control system with PLC & proprietary software
- Real-time density sensor
- Integrated media filters (0.1 μm)
- Automated water inlet valve
- Manual water inlet needle valve
- In-tank volume sensor
- Harvest pump (7 L/min)
- Integrated air pump for circulation
- Air inlet & vent filters to prevent contamination (0.2 μm hydrophobic)
- Air needle-valve & flowmeter
- pH probe & transmitter
- Automated CO₂ valve for closed loop pH control with CO₂ regulator
- Closed loop temperature control and sensing with integrated biosecure heat exchanger

Our technicians have a breadth of experience and knowledge surrounding the equipment that is unparalleled.

Should you need more information please contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Roulston".

Robert Roulston • CEO • Industrial Plankton Inc.

industrialplankton.com

3374 Burns Avenue, Victoria, British Columbia, Canada, V8Z 3P2 (tel) 250.744.9714

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Bellingham Technical College

SOLE SOURCE JUSTIFICATION

Procurement and Contract

Attach to your purchase requisition
Email mnelson@btc.edu for assistance

Your Name: Sara Smith

Your Department: Fisheries & Aquaculture

Your Phone: 360-752-8498

Cost Estimate: \$68,320

Requested Vendor: Industrial Plankton

Vendor E-Mail: info@industrialplankton.com

Vendor's Address: 3374 Burns Ave, Victoria, BC V8Z 3P2 **Vendor Phone:** 250-889-5075

Vendor Contact Name: Ashley Roulston

1. Describe the product, service or system. Attach all information: Photobioreactors are enclosed systems that provide illumination and ideal growing conditions for producing microalgae, the main feed source in a shellfish hatchery. Photobioreactors may also be used in research lab settings, as well as algal production for biofuel or human food sources. "Photobioreactor" can refer to a range of set-ups, from something as simple as a tank with lighting to fully self-contained and automated systems. Many of these are not suited for our needs. A photobioreactor made for algal biofuel or human food production will grow freshwater algae; we grow saltwater species. A photobioreactor made for laboratory research is often too small of a capacity to be useful on an operational hatchery scale, such as ours. We are looking for a photobioreactor made to grow saltwater species specifically used in shellfish hatcheries, at the appropriate volume needed for our hatchery, in a contained and automated system that will reliably produce algae so we can maintain our feeding rates without jeopardizing animal welfare. Additionally, we are interested in purchasing the type of photobioreactor most commonly used in west coast shellfish hatcheries so we can train our students on industry-standard equipment and protocols.

2. Here are eligible reasons for sole source. Check all boxes below that apply to your sole source situation and attach any useful documents to justify the sole source.

- Compatibility to existing College standard or to existing equipment, inventory, systems, data, programs or service.** Describe. List efforts to find other sources.
- Licensed or patented product with only one dealer.** Describe. Attach documentation if available, to confirm your source is the only dealer or supplier for this region.

Industrial Plankton is the sole worldwide manufacturer of the fully automated algal photobioreactor. There are no other manufacturers that make a comparable product.

- Authorized Service Provider, Repair and/or Warranty Services.** Describe.
- Unique design:** Requires unique features that are essential, aesthetic requirements, or not practical to match to existing design or equipment. Describe.

Industrial Plankton's photobioreactor has been specifically designed and marketed to the shellfish aquaculture industry. Therefore, this product is uniquely suited to our needs: it can culture saltwater algal species, it has been optimized to cultivate the specific algal strains commonly grown in shellfish hatcheries, it produces microalgal at the volume needed for our hatchery, it is fully automated for reliable algae production, and is currently being used in several shellfish hatcheries in Washington state, so we know their product works well with our local seawater water quality parameters. Furthermore, our role as a workforce training program is to train students in industry-standard equipment. Industrial Plankton is the photobioreactor of choice for west coast shellfish hatcheries, for the reasons I have outlined above. It makes sense for us to train our students using the same equipment they are going to encounter in their careers.



Washington State Department of Enterprise Services


Agency Contracts, Consulting and Oversight (ACCO)

Here are some other options I looked at that will not suit our needs:

- INFORS HT: Bench-top photobioreactors that cultivate mammalian cells, yeast, bacteria, and algae. Configuring the photobioreactors so it can produce a wide range of products means that it is not optimized for any one product. We specifically want algal production, not the others.
- AlgaeCytes: Photobioreactors are made for freshwater species. We only grow saltwater.
- Schott: Photobioreactors are made for freshwater species. We only grow saltwater.
- Pure Biomass: This company does make photobioreactors made to grow saltwater algal species for shellfish hatchery feed; however, their photobioreactor is very low-tech. It is basically a bag system with lighting. This is more like a kit version of something we could make on our own. It lacks the automation of Industrial Plankton's photobioreactor.

- Used item:** Surplus item bought through an auction, with bargain price. Describe.
- Delivery Date:** Only one supplier can meet required delivery date: Describe and list efforts to find other suppliers to meet the delivery date.
- Project or Research Continuity:** Product, systems, services or data must comply with an ongoing project, research, data, testing or analysis. Results would be interrupted or compromised without continuity. Describe
- Requirement by Funding Source:** Lender, grantor (such as Federal government) or other provider of funds requires the specific product, service or system.
- Legal Monopoly:** Only one supplier, such as electricity, water, or sewage.
- Other:** Please describe:

Signature of Requestor:  Date: 9/6/2023

Signature of Director of Purchasing:  Date: 9/7/2023

Sole Source CONTRACT Filing Justification Template

Use the following optional 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.

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.

Specific Problem or Need

- What is the business need or problem that requires this contract?

Sole Source Criteria

- Describe the unique features, qualifications, abilities or expertise of the contractor proposed for this sole source contract.
- What kind of market research did the agency conduct to conclude that alternative sources were inappropriate or unavailable?
- Provide a detailed and compelling description of the costs and risks mitigated by contracting with this contractor (i.e. learning curve, follow-up nature).
- Is the agency proposing this sole source contract because of special circumstances such as confidential investigations, copyright restrictions, etc.? If so, please describe.



Washington State Department of **Enterprise Services**

Agency Contracts, Consulting and Oversight (ACCO)

- 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.
- 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.
- 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.
- 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.

Sole Source Posting

- Provide the date in which the sole source posting was published in WEBS.
 - If exempt from posting in WEBS, please provide exemption.
 - If failed to post, please explain why.
- Were responses received to the sole source posting in WEBS?
 - 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.

Reasonableness of Cost

- 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.