# 23723 – Prefabricated & Modular Bridges (Category 1: Vehicle, Category 2: Weathered Steel Trail, & Category 3: Fiberglass Trail)

Frequently Asked Questions (FAQ)

**Contract FAQs**

## Purchaser Related

#### Can I choose any awarded contractor to purchase from this cooperative purchasing agreement “contract”?

All contractors went through the competitive solicitation process and were selected to be awarded on this contract as the highest scoring, responsive, responsible bidders. State of Washington Agency purchasers are not required to conduct further competition to choose an awarded contractor. Other eligible purchasers should follow their applicable rules regarding contractor selection. Purchasers may not use a Contractor for a category that was not awarded to that category.

**Category 1 & 2 (Single Awarded Contractor).** Category 1 & 2 has a single awarded contractor to provide Prefabricated and Modular Bridges. Purchasers can select any of the awarded contractors for the categories 1 & 2 to provide Prefabricated and Modular Bridges.

**Category 3 (Multi Awarded Contractors).** Category 3 has multiple awarded contractors to provide Prefabricated and Modular Bridges. Purchasers can select any of the awarded contractors for the relevant category to provide prefabricated and modular bridges.

WA/OR Cooperative Purchasing Agreement Contract #23723 enables Purchasers to make their contractor selection and decisions based on Best Value through an analysis of the Contractor’s commitment to Purchaser and analysis the Contractor’s proposed pricing, delivery times, and etc.

During the Purchaser’s contractor selection process, it is highly recommended Purchasers request multiple Contractors to provide a quote/estimate for your Agency to review for mulit award categories. DES encourages Purchasers to request and review quotes/estimates from the awarded Contractors to determine the best overall fit for their agency’s needs. If clarification or further information is required, contact the Contractors directly.

**Local Government Contractor Selection**: Under [RCW 39.34.030 local governments that choose to piggyback](https://sao.wa.gov/the-audit-connection-blog/2019/piggybacking-law-change-eases-contract-requirement) can visit the State Auditors resource document for more information: [Piggybacking under Washington State Law](https://sao.wa.gov/sites/default/files/2023-05/Piggybacking-under-Washington-state-law.pdf). An optional checklist is available to help document the steps taken ([see Appendix A](https://sao.wa.gov/sites/default/files/2023-05/Piggybacking-under-Washington-state-law.pdf)). If an eligible Political subdivisions purchaser has questions the information document does not address, it’s recommended the Political subdivisions consult with your Legal counsel and/or Attorney General’s Office to help ensure compliance with your local and state laws.

#### Are there any restrictions? Was Public Works considered?

DES WA/OR Cooperative Purchasing Agreements are established in accordance with [RCW 39.26](https://app.leg.wa.gov/rcw/default.aspx?cite=39.26) which governs Competitive Purchasing.

This WA/OR Cooperative Purchasing Agreement was evaluated under common Goods and Services procurement law (RCW39.26). DES WA/OR Cooperative Purchasing Agreement **excludes** [RCW 39.04](https://app.leg.wa.gov/rcw/default.aspx?cite=39.04) for Public Works, [RCW 39.80](https://app.leg.wa.gov/rcw/default.aspx?cite=39.80) for Architecture and Engineering Services, and  [RCW 18.43](https://app.leg.wa.gov/rcw/default.aspx?cite=18.43) for Engineers and Land Surveyors. It is critical that each organization follow these and other Public Works requirements accordingly. For assistance, and other important information, see Restrictions Resources below.

**Restriction Resources for Projects with Public Works Elements**

Local governments, special purpose districts, and other political subdivisions of the state may also find assistance via the [Municipal Services Research Center (MRSC)](https://mrsc.org/Home.aspx) webpage. This website provides links to resources and services provided by MRSC in relation to purchasing, bidding, and contracting in Washington State.

Facility Planning Services- FPS may also assist state agencies, local governments, special purpose districts, and other political subdivisions of state government to address environmental consulting needs. For details about DES Facility Planning Services Team and it services, visit [DES Facility Professional Services](http://des.wa.gov/services/facilities-leasing/public-works-design-construction/state-agencies-and-educational-facilities) or contact the DES FPS Team by phone at: (360) 902-7272 or email: EASMail@des.wa.gov.

#### What is the pricing model?

Pricing is project-specific based on required specifications. Purchasers must contact the awarded Contractor(s) and request a quote/estimate with the purchaser’s specific details including however not limited to: Size, Decking Material, Guardrail, Style, Footings, preferred delivery time frame, all other specific requirements, etc.

#### What are key performance commitments from contractors (e.g. quote timeliness, services, invoicing, emergency services, etc.)?

All bridges must be constructed according to the Specification Requirements. See the detailed scope of services/scope of work in ***Exhibit A – Included Goods/Services***.

* The Contractor is responsible for non-destructive testing and welding inspection in accordance with, and as required by, AASHTO.AWS D1.5 Bridge Welding Code.
* ***Provision 8.7:*** Purchaser shall coordinate all orders and deliveries with the Contractor in the Purchase Order. Such coordinated orders and deliveries shall occur during Contractor’s normal work hours and within 150 days unless a longer time period is mutually agreed in writing between Purchaser and Contractor.

#### What are the delivery requirements?

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| ***All Categories: 8.6 Delivery Requirements.*** Purchaser may elect to have Contractor deliver the Goods under this Cooperative Purchasing Agreement OR may elect to hire a third party for delivery. If Purchaser elects to hire a third party, Purchaser will be responsible for all delivery costs. If Purchaser elects to have Contractor arrange delivery, then Contractor shall ensure that the Goods are delivered or provided as required by this Cooperative Purchasing Agreement, the Purchase Order used by Purchaser, and as otherwise mutually agreed in writing between Purchaser and Contractor. The following apply to all deliveries when the Contractor coordinates and arranges delivery:* + - * 1. Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Contractor shall deliver to a location nearest to the site accessible by roads or—if possible—up to ten (10) miles of site via path that is accessible by delivery vehicles. Contractor may ask Purchaser for a site visit to the location prior to delivery to ensure appropriate vehicles is used for delivery off paved highway. Contractor shall be responsible for offloading the bridge and Purchaser shall be responsible for placing the bridge. Such deliveries shall occur during Purchaser’s normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor.
1. Contractor shall charge Purchaser the delivery price and invoice it as a separate line item*.*

***8.7*** The following apply to all deliveries when the Purchaser arranges delivery with Contractor:* + - * 1. Purchaser shall coordinate all orders and deliveries with the Contractor in the Purchase Order. Such coordinated orders and deliveries shall occur during Contractor’s normal work hours and within 150 days unless a longer time period is mutually agreed in writing between Purchaser and Contractor.
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#### What if our Agency receives a notice of a contract change from the Contractor that is not allowed per the DES WA/OR Cooperative Purchasing Agreement #23723?

Purchaser shall reply to the email and/or forward to the Contractor’s contact for the Contractor to correct. Purchasers may also cc the DESTEAMCEDAR email box for DES awareness. If the Contractor does not address the issue timely, and/or is not corrected by Contractor, forward all correspondence to the DES Contract Specialist.

* **Advanced Billing – Not Allowed per the WA/OR Cooperative Purchasing Agreement #23723.** If an invoice is sent in advance of the service, Purchaser shall return the invoice to the Contractor and notify them to revoice and send the invoice only after the service is performed.
* **Estimate/Quotes/Proposals Deposit: Not Allowed per the WA/OR Cooperative Purchasing Agreement #23723.** If an estimate/quote/proposal contains a line item requesting a deposit, Purchaser shall return the estimate/quote/proposal to the Contractor and notify them to revise the estimate/quote/proposal and remove that specific line item.
* **Auto Letters/Email Notices Sent:** Regarding Automatic Price Increases. Purchaser shall reply to the email notice or letter directly to the Contractor and notify the Contractor auto increases, etc. are not allowed per the WA/OR Cooperative Purchasing Agreement #23723.

#### Who is authorized (or not) to use this Cooperative Purchasing Agreement?

**Eligible purchasers include:**

**Washington State Agencies.** All Washington state agencies, departments, offices, divisions, boards, and commissions.

**Washington State Institutions of Higher Education (Colleges).** Any of the following institutions of higher education in Washington: State universities – i.e., University of Washington & Washington State University; Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University; Evergreen State College; Community colleges; and Technical colleges.

**CUA Parties.**  Any of the following types of entities that have executed a [Contract Usage Agreement](https://apps.des.wa.gov/DESContracts/Home/MCUAListing) with Enterprise Services: Political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) in the State of Washington; Federal governmental agencies or entities; Public-benefit nonprofit corporations (i.e., public benefit nonprofit corporations as defined in RCW 24.03A.245 who receive federal, state, or local funding); and Federally-recognized Indian Tribes located in the State of Washington.

Enterprise Services maintains a list of eligible Contract Usage Agreement parties on the [CUA Listing website.](https://apps.des.wa.gov/DESContracts/Home/MCUAListing)

#### What if an Agency wants to make a payment using a credit card (P-card)?

Contractors/Vendors total price for the goods and/or services shall be the same regardless of whether the Purchaser makes a payment by cash, credit card, or electronic payment. Some Contractors/Vendors prefer payments electronic payment; not all Contractors/Vendors accept credit card payments.

**NOTE:** No credit card fees shall be charged or billed to the Purchaser.

Purchaser shall return any invoice directly to the Contractor and notify the Contractor credit card fees are not allowed per the WA/OR Cooperative Purchasing Agreement #23723.

#### What does it mean if the contractor is the main award vs reserved award?

**N/A – Reserved Awarded were not awarded as a part of this WA/OR Cooperative Purchaser Agreement #23723 Prefabricated and Modular Bridges.**

The contractors designated as main awards are businesses that participated in the competitive solicitation and were determined to be the highest scored, responsive, responsible bidders with no preference.

Reserved awards are set aside contracts awarded only to the next highest scored, responsive, responsible bidders certified as Washington Small and/or Veteran-owned businesses that participated in the competitive solicitation but did not achieve the highest overall scores to be designated as main awards.

All contract awards are the result of the competitive solicitation with the specified best value evaluation criteria in compliance with RCW 39.26 and state procurement policies. Per the guidance DES received from the Attorney General’s Office, since the competitive solicitation separated main and reserved award structures, purchasers that utilize federal funds can utilize main awards that achieved highest overall scores without preferences but might not be able to utilize contractors that were awarded only as reserved awards, since these awards are based on a preference. For questions related to a specific federal grant or funding source and how it might impact the purchasers’ ability to utilize the awards on this contract, please check with your Legal and/or Attorney General’s Office.

#### How can I provide feedback about the Contractor’s performance whether positive or negative?

Complete the feedback form and submit your comments: [Vendor and Contract Performance Feedback](https://apps.des.wa.gov/ContractEval/ContractFeedback.aspx?s=C&c=00324)

#### How can I be involved with or participate in developing the solicitation that will replace this contract?

Enterprise Services generally makes a determination on developing a new contract that replaces expiring contracts one year before the current contract expires. The solicitations that are currently in development appear on the [planned procurement](https://apps.des.wa.gov/DESContracts/Home/PlannedProcurement) page. If you are interested in participating, please contact the contract administrator listed on that page.

## Contractor Related

#### When can my Firm be added as a Contractor to the contract?

Contracts are awarded only to contractors who submitted a bid at the time the competitive solicitation was posted to WEBS.

Contracts for the state are awarded through a competitive solicitation process via the [online solicitation system WEBS.](https://pr-webs-vendor.des.wa.gov/) Is your company registered in WEBS?   If not, please consider registering, as [WEBS](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fpr-webs-customer.des.wa.gov%2F&data=05%7C02%7CDESContractsTeamCedar%40des.wa.gov%7C2b7c4210c43b4fa311ef08dc6de64118%7C11d0e217264e400a8ba057dcc127d72d%7C0%7C0%7C638506083574983566%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=uv0ILjGE562KCA1sqDDBUFyB2Yl6zu1oE%2B3TeL15nqY%3D&reserved=0) is where all Enterprise Services official communications is posted. Enterprise Services has a [registration page](https://des.wa.gov/sell/how-work-state/register-bid-opportunities) that explains the registration process. If you have questions on the registration process, please contact WEBS customer service, (360) 902-7400.

Enterprise Services also has information on [doing business with the state](https://des.wa.gov/sell/how-work-state) for review. There is also a page on [bid opportunities](https://des.wa.gov/sell/bid-opportunities) with Enterprise Services, though all official opportunities are posted through WEBS.

#### As a Contractor, can invoices be billed to a Purchaser in advance of providing services or can a quote require a deposit?

**No.** Contractors should not invoice a Purchaser in advance of providing the service. If the Contractor does issue an invoice before the service has been performed, the Purchaser should return the invoice to the Contractor and wait to be invoiced once the service has been completed.

* **Advanced Billing – Not Allowed per the WA/OR Cooperative Purchasing Agreement #23723.** If an invoice is sent in advance of the service, Purchaser shall return the invoice to the Contractor and notify them to reinvoice and send the invoice only after the service is performed. See contract provision ***9.4 Advance Payment Prohibited.***
* **Estimate/Quotes/Proposals Deposit: Not Allowed per the WA/OR Cooperative Purchasing Agreement #23723.** If an estimate/quote/proposal contains a line item requesting a deposit, Purchaser shall return the estimate/quote/proposal to the Contractor and notify them to revise the estimate/quote/proposal and remove that specific line item.

#### What information should the Contractor include when invoicing the Purchaser?

See Section ***9 Invoicing & Payment (page 12)*** of the executed contract which details invoicing requirements.

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| **Invoices shall reflect accurately Cooperative purchaser Agreement prices and must itemize the following :** |
| DES Contract No. 23723 |
| Contractor name, address, telephone number, and email address for billing issues |
| Purchaser’s Purchaser Order No., name, address; and email address |
| Date(s) of delivery |
| Applicable Goods/Services |
| Invoice Amount  |
| ***All Categories: 8.6 Delivery Requirements.*** Purchaser may elect to have Contractor deliver the Goods under this Cooperative Purchasing Agreement OR may elect to hire a third party for delivery. If Purchaser elects to hire a third party, Purchaser will be responsible for all delivery costs. If Purchaser elects to have Contractor arrange delivery, then Contractor shall ensure that the Goods are delivered or provided as required by this Cooperative Purchasing Agreement, the Purchase Order used by Purchaser, and as otherwise mutually agreed in writing between Purchaser and Contractor. The following apply to all deliveries when the Contractor coordinates and arranges delivery:* + - * 1. Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Contractor shall deliver to a location nearest to the site accessible by roads or—if possible—up to ten (10) miles of site via path that is accessible by delivery vehicles. Contractor may ask Purchaser for a site visit to the location prior to delivery to ensure appropriate vehicles is used for delivery off paved highway. Contractor shall be responsible for offloading the bridge and Purchaser shall be responsible for placing the bridge. Such deliveries shall occur during Purchaser’s normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor.
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| **Not Allowed per the WA/OR Cooperative Purchasing Agreement #23723****Invoices should not include any of the following:** |
| No invoices sent in advance of the good/service being completed  |
| No Auto Emails/Letters with Price Increases to the Purchaser  |
| No Surcharge(s)  |
| No Fuel Surcharge(s)  |
| No Trip Fee(s) |
| No Travel Fee(s) |
| No Deposits (No Advanced Deposits) |
| No Per Diem Charges |
| No Lodging |

#### Who do I contact if I have an invoice or vendor management fee (VMF) question?

Please contact the contract administrator listed on the DES contract summary page.

#### When are quarterly sales reporting due?

Quarterly sales reports are due and past due based on the following timeframes:

| Quarter | For Sales Made In Calendar Quarter | Contract Sales Report |
| --- | --- | --- |
| Due By | Past Due |
| 1 | January 1 – March 31 | April 30 | May 1 |
| 2 | April 1 – June 30 | July 31 | August 1 |
| 3 | July 1 – September 30 | October 31 | November 1 |
| 4 | October 1 – December 31 | January 31 | February 1 |

Contractor shall pay to Enterprise Services a Vendor Management Fee (“VMF”) of 1.25% percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

Please check the [sales reporting website](https://apps.des.wa.gov/CSR/login.aspx) which has the following general [reporting instructions](https://apps.des.wa.gov/CSR/Vendor_Qtrly_Sales_Rpt.pdf).

#### When is the Annual Contract Sales Report due to the DES Contract Specialist?

***Section 11.3 Annual Contract Sales Report*** outlines the minimum list of information that must be included in the report. This report is due within 30 calendar days of the annual anniversary date of January 1 for each year.

* The Goods and/or Services sold (including, as applicable, item number or other identifier);
* Per unit quantities sold;
* Items and volumes purchased by Purchaser;
* Shipment/delivery locations by Purchaser; and
* Contract price.

This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Such report is due within thirty (30) calendar days of the annual anniversary of the effective date of this Contract.

#### When is the On-Time Delivery Report due to the DES Contract Specialist?

***Section 11.4 On-Time Report*** outlines the minimum list of information that must be included:

Such report shall include, at a minimum, date of order, scheduled delivery date, actual delivery date. Upon request, Contractor may be required to provide supporting documentation to substantiate the information in the report. Contractor shall provide requested supporting documentation within fourteen (14) calendar days of request. Supporting documentation may include, but is not limited to ordering paperwork, delivery paperwork and invoice. Such report is due within thirty (30) calendar days following the twelve (12) month anniversary of Contract effective date and annually thereafter.

#### When are Vendor Management Fee (VMF) invoices due?

After sales have been reported, contractors will receive an invoice to remit to Enterprise Services the vendor management fee payment. Please wait to receive an invoice from Enterprise Services before sending payment. This is to ensure your payment can be identified, accepted, and applied correctly. Contractor must pay the vendor management fee (VMF) invoice within thirty (30) calendar days.

#### Who do I contact at Enterprise Services for contact updates?

Please contact the contract administrator listed on the DES contract summary page.

#### How do I check for authorized purchasers?

Please check the [Contracts Usage Agreement (CUA) signed agreement list](https://apps.des.wa.gov/DESContracts/Home/MCUAListing) to see the list of authorized purchasers for Enterprise Services contracts. The [[Washington State website](https://wa.gov/)](https://wa.gov/) can help navigate to the governmental entities on the list.