##

**28223 – Portable Sanitation Services**

Frequently Asked Questions (FAQ)

**Purchaser Related**

1. **Can I choose any awarded contractor to purchase from this contract?**

This contract has multiple awarded contractors to provide Portable Sanitation Services in each category for each county. Purchasers can select any of the awarded contractors for the relevant category and county from this contract to provide portable sanitation services. Purchasers may not use a Contractor to obtain portable sanitation services from a category and/or county that was not awarded to that Contractor. All Contractors went through the competitive solicitation process and were selected to be awarded on this contract as the highest scoring bidders.

1. **Who can (or cannot) use this contract? Oregon, Tribes, Higher Ed, etc.?**

Eligible purchasers include:

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

**Washington State Institutions of Higher Education (Colleges).** Any 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 with Enterprise Services: Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington; Federal governmental agencies or entities; Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and Federally-recognized Indian Tribes located in the State of Washington.

1. **What is the pricing model?**

The current contract consists of a list of products/services with agreed up contract prices. Contractor may offer lower prices to Purchasers but guarantees to provide the goods and/or services at no greater than the prices set forth on their price sheet.

1. **Who is responsible for equipment damages?**

The responsibility of damages depends on the severity of the damage, see Exhibit A on page 4.

1. **Who is responsible for the clean-up of dangerous materials such as drug residue or needles?**

See Exhibit A, on page 4, regarding potentially dangerous materials.

1. **How do I get 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.

1. **What should a purchaser do if a Contractor is not performing?  Who should a purchaser contact at DES or how to escalate a performance issue with the contractor?**

If there is a Contractor that is not preforming, please contact the DES contract administrator listed on the contract summary page. The Enterprise Service staff relies on purchasers that are working with the Contractors to notify us of any issues. Enterprise Service staff can aggregate any contractor performance issues across purchasers to ensure good performance for all. Please send relevant information on the performance issue so that staff can assist.

1. **How can I purchase greener products? How do I know a product is toxics free? Where did the environmental certifications/factors come from?**

Please refer to the Enterprise Services [environmentally preferred purchasing page](https://des.wa.gov/services/contracting-purchasing/policies-training/resources/environmentally-preferred-purchasing) for more information.

**Contractor Related**

1. **When can I get added to the contract?**

Contracts can only be awarded to contractors that submit a bid on the opportunity when it is posted to WEBS.

Contracts for the state are awarded through a competitive solicitation process via our [online solicitation system WEBS.](https://pr-webs-vendor.des.wa.gov/) Our website 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 contract WEBS customer service, (360) 902-7400.

Our website also has information on [doing business with the state](https://des.wa.gov/sell/how-work-state) for you to 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.

1. **Who do I contact if I have invoice or VM fee questions?**

Please contact the Contract Administrator listed on the contract summary page.

1. **When are quarterly sales reporting due?**

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

|  |  |  |
| --- | --- | --- |
| **Sales Made**  | **Report Due By**  | **Report Past Due**  |
| 1 January – 31 March  | April 30  | May 1  |
| 1 April – June 30  | July 31  | August 1  |
| 1 July – September 30  | October 31  | November 1  |
| 1 October – December 30  | January 31  | February 1  |

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).

1. **When are management fee invoices due?**

After sales have been reported, Contractors will receive an invoice to remit to Enterprise Services the 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 management fee invoice within thirty (30) calendar days.

1. **Who do I call for contact updates?**

Please contact the Contract Administrator listed on the contract summary page.

1. **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. [Access Washington](http://access.wa.gov/) can help navigate to government entities on the list.

1. **How do I report EPP purchases?** How do I submit products with green certifications?

Please refer to the Enterprise Services [environmentally preferred purchasing page](https://des.wa.gov/services/contracting-purchasing/policies-training/resources/environmentally-preferred-purchasing) for more information.

 **Exhibit A**

**Damage To Goods and Potentially Dangerous Materials**

**Damaged to Goods**

Portable Sanitation Services equipment are subject to normal, routine, anticipated wear and tear that is factored into the rental pricing. Purchasers and Contractor also understand and acknowledge that Portable Sanitation Services equipment, when used, may be subject to significant loss (e.g., vandalism, theft, and/or destruction) that is not factored into the rental pricing for such Portable Sanitation Services.

Responsibility of damage of goods are as follows ( See Section 8.4 of the contract for full details):

1. Routine Damages. Contractor, at its expense, shall repair any routine damages or replace any unit that becomes unsuitable for use within 24 hours, unless otherwise agreed in writing by Purchaser and Contractor. Routine damages include:
* Portable Toilets: Repair/replace a coat hook, shelf, mirror, toilet seat, hand sanitizer dispenser, vent screen, and toilet paper holder.
* Handwashing Station: Repair/replace foot pedal, paper towel dispenser, and soap dispenser.
* Portable Showers: Repair/replace shower head and shower curtain.
* Minor graffiti.
1. Significant Loss Damages. Purchaser shall be responsible for significant loss damages. Significant loss damages are damages that, for example, result from vandalism, theft, and/or destruction and are (i) greater than routine damages; and (ii) because of the estimated cost to repair/replace such damage, result in a total loss of the Goods (i.e., the cost to repair/replace the Goods is equal to or exceeds the replacement cost).

**Potentially Dangerous Materials**

Potentially Dangerous Materials is based on a contractor’s reasonable judgement that the material found possesses a threat to an employee or environment (i.e., explosives, drug residue, syringes and needles, and firearms) (See section 6.6 and 8.5 of the contract).

1. Contractor shall immediately notify Purchaser and/or the proper authorities of any Potentially Dangerous Materials that is found in or on rented equipment. Contractor will secure the equipment until arrangements have been made for cleanup/removal of Potentially Dangerous Materials. Contractor will work with Purchaser and/or the proper authorities to determine when equipment should be unsecured for cleanup/removal of Potentially Dangerous Materials.
2. Purchaser is responsible to compensate Contractor for Contractor’s cost pertaining to any such clean up or removal.
3. Purchasing entity is responsible for following state, local, federal laws for the cleanup and removal of hazardous materials.