**Information Technology Professional Services (ITPS)**

Master Contract Program

**Master Contract 08215**

This is an agreement between you and the Washington state Department of Enterprise Services (DES) that describes your responsibilities and the conditions upon which your company’s name may be added to notification lists within the state’s solicitation notification system ([WEBS](http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/default.aspx)). State purchasers may use those lists when they advertise solicitations seeking competitive proposals to suit their IT business needs. By submitting this agreement, you agree to all of its terms without exception.

**Instructions**

1. Using the “File” “Save As” feature of MS Word, save this document to your computer and enable editing.
2. Read the entire agreement.
3. Provide the requested data and agree to all certifications and assurances as required elements of the agreement.
4. Do not:

* Include additional submittals unless requested (i.e. no resumes, certifications, company descriptions, references, letters, etc.)
* Insert company logo anywhere.
* Make any changes to the agreement or the embedded MS Excel Worksheet Object in any way other than to enter requested data (i.e. no shading, special formatting, company logos, etc. anywhere).
* Include any exceptions, comments or special notations.

1. Submit the agreement as an email attachment to [desitpsresponse@des.wa.gov](mailto:desitpsresponse@des.wa.gov). Include your company’s name as the first word of the subject line. For example, if ABC Company is submitting this agreement, the subject line should be “ABC Company: ITPS Master Contract.”

**NOTE: Do not copy other inboxes or DES staff. Improperly delivered submittals will be returned unprocessed.**

1. You will receive a system generated confirmation of receipt. Many email systems include a feature to filter out "spam" or junk email.  If you do not receive the message, check your spam or junk mail folders and add [desitpsresponse@des.wa.gov](mailto:desitpsresponse@des.wa.gov) to your safe senders list. Settings vary by email service provider.  Contact your Internet service provider (ISP), or on-site IT group if applicable, if you need assistance. If you still cannot locate the confirmation, please contact us at 360-407-2210 or [desitpsresponse@des.wa.gov](mailto:desitpsresponse@des.wa.gov). .
2. **Simply wait.** Every quarter, submittals will be batched and reviewed for completeness and compliance as detailed below.

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| **20th of the month prior to the start of the Quarter** | **Beginning of the next quarter** |
| Submittal reviews will take place around the 20th of the month prior to the start of the new quarter; but no later.   * All requested data must be provided. Incomplete submittals will be returned unprocessed. * Agreement to all certifications and assurances without exception is precedent to acceptance. Failure to agree in any instance will render a submittal incomplete.   NOTE: DES cannot expedite the review schedule to facilitate an applicant’s ability to meet the closing date of a currently-posted state purchaser’s solicitation for work. | At the beginning of the month following submittal review:   * The notification lists in WEBS will be updated to reflect new service providers who provided complete submittals as instructed. * The master spreadsheet will also be updated at this time to reflect the new providers. This spreadsheet will serve as confirmation of your company’s addition to the lists in WEBS and will be available on the ITPS [webpage](http://www.des.wa.gov/services/ContractingPurchasing/ITContracts/ITMasterContract/ITPS/Pages/default.aspx) after February 1, 2016. |

**Applications Due Effective Date**

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| Quarter One | December 20th | January 1st |
| Quarter Two | March 20th | April 1st |
| Quarter Three | June 20th | July 1st |
| Quarter Four | September 20th | October 1st |

**\*\*\* Beginning of Agreement \*\*\***

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| Name of company: |  |
| Name of person completing this agreement: |  |
| Title: |  |

On behalf of the above-described company, which I certify has authorized me to complete this agreement on its behalf, I agree to the following without exception as a required element of this agreement, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the agreement are conditions precedent to approval or continuation of program participation.

1. **Purpose.** The purpose of this agreement is to facilitate the addition of IT service provider company names onto notification lists within WEBS.

* This agreement may be incorporated into any work order awarded as a result of the addition of your company’s name onto a notification list(s) within WEBS.
* Companies who are added to a notification list are not endorsed by the state of Washington as “preferred” IT service providers nor should they represent themselves as such.
* Addition into a notification list does not authorize a company to directly engage with state purchasers without first participating in a competitive process.
* Addition into a notification list is no guarantee of work or payment of funds by any eligible state purchaser.

1. **Modifications and updates.** DES reserves the right to modify this agreement at any time; provided, however, that the terms and conditions of the then-current agreement will be posted on the DES website; and, provided further, that any company may opt out of the program at any time by sending notice to [desitpsresponse@des.wa.gov](mailto:desitpsresponse@des.wa.gov).

Any company may update its company information and technical service categories by providing a new agreement to [desitpsresponse@des.wa.gov](mailto:desitpsresponse@des.wa.gov).

1. **Definitions.** The following terms, as used throughout this agreement, have the meanings set forth below.

**“Agency”** means a government entity of the state of Washington.

**“DES”** means the Washington state Department of Enterprise Services, any division, section, office, unit or other entity of DES or any of the officers or other officials lawfully representing DES*.*

**“Master Contract or Agreement”** means this document and all work orders and their amendments awarded pursuant to this agreement.

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| * Right click inside of this object. * Hover over “Worksheet Object” and select “Open.”      * Expand the worksheet.      * Provide the requested data. * When finished, scroll back to the top and close the worksheet. |  | |
| 1. You accept full responsibility for outdated and erroneous data about your company and hold DES and state purchasers harmless from all claims of injury or loss resulting from your failure to provide and maintain consistent and accurate information. | | I Agree |
| 1. Should your company information change; you agree to submit a new agreement which will supersede this one | | I Agree |
| 1. You guarantee to provide services at no higher than the hourly rate quoted in this agreement and understand that the rate may be adjusted to a lower price point when competing for projects but shall not be increased except by providing a new agreement to DES | | I Agree |
| 1. You understand that the rate quoted above assumes work is performed at a purchaser location in the state of Washington during business days and hours. Overtime rates are not allowed unless required by state or federal law. Further, the rate is considered to be all-inclusive, i.e. includes all overhead costs (insurance, DES management fee, etc.) except, in limited circumstances, travel | | I Agree |
| 1. You certify that your company has experience and proficiency in providing high-quality services that are similar and appropriate to those described for each technical service category that you have selected | | I Agree |
| 1. You have not selected a technical service category for which you are not prepared to demonstrate genuine experience and proficiency. | | I Agree |
| 1. You understand that checking any technical service category for which you cannot demonstrate genuine experience and proficiency could result in removal of your company name from the applicable notification lists in WEBS and will do nothing to improve your chances of your company attaining an award for work through this program. | | I Agree |
| 1. You understand that DES and purchasers reserve the right to make reasonable inquiry to validate whether your claims are sufficient for inclusion on any notification list in WEBS | | I Agree |

**“Notification List”** means a list within WEBS which is categorized by technical service category for state purchasers to use for notification purposes when they seek competitive bids or proposals. A company must first register in WEBS and complete this agreement in order to be added to any notification list.

**“Purchaser”** means any Washington state agency and any authorized party to the [Master Contracts Usage Agreement (MCUA)](http://www.des.wa.gov/services/ContractingPurchasing/Purchasing/Pages/MasterContractsUsageAgreement.aspx). Includes institutions of higher education, boards, commissions and political subdivisions (e.g., counties, cities, school districts, or public utility districts) and nonprofit corporations.

**“Solicitation”** means the process of notifying prospective bidders of a purchaser’s request for competitive bids or proposals for furnishing specified materials, supplies, services, and/or equipment. Also includes reference to the actual documents used for that process, along with all amendments or revisions thereto.

**“Technical Service Category”** means an information technology skill categorized by common IT business need of state government described and set forth in this agreement.

**“Washington’s Electronic Business Solution or WEBS”** means DES’s web-based solicitation notification system.

**“Work Order”** means a contractual document incorporated by reference to this agreement and executed between an eligible purchaser and a company. Each work order shall be the result of a work request (competitive solicitation).

A work order generally contains project objectives, scope and description of work, timeline and period of performance, compensation and payment, company responsibilities, purchaser responsibilities, special terms and conditions, signature block, etc., and incorporates this agreement by reference.

**“Work Request”** means a purchaser’s solicitation that requests bids or proposals specific to their requirements. An ITPS work request will specify a technical service category(ies) and purchasers will only entertain bids or proposals from companies who are on the notification lists for the technical service category(ies) specified.

**“You”** means the person or firm, completing this agreement, and includes all of its officers and employees.

1. **Business profile.** Complete the following embedded MS Excel Worksheet Object to describe your business and identify its expertise. To complete, follow the instructions below.
2. **WEBS registration.** When state purchasers advertise solicitations for work, they typically use WEBS. DES has added notification lists categorized by common state IT business need to WEBS from which state purchasers can selectively solicit proposals for their IT projects. In order to be added to any notification list in WEBS, a company must first register in WEBS and complete this agreement.

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| 1. You certify that your company is registered in WEBS and that your company information is current and accurate | I Agree |
| 1. You agree to maintain current and accurate company information in WEBS | I Agree |
| 1. You acknowledge that DES cannot amend any information you provide and that such modifications are solely your responsibility | I Agree |
| 1. You accept full responsibility for your failure to maintain current and accurate company information and hold DES and state purchasers harmless from all claims of injury or loss resulting from such failure | I Agree |
| 1. You acknowledge that you are solely responsible for downloading solicitations and all related attachments, exhibits and amendments from WEBS and that your failure to do so may result in: 2. your receipt of incomplete, inaccurate, or otherwise inadequate information; or 3. your submittal of an incomplete, inaccurate, or otherwise inadequate proposal | I Agree |

1. **Washington state business license.** Before execution of any work order, a company must be licensed to conduct business in the state of Washington. For further detail, visit the Washington State Department of Revenue’s “Register My Business” [webpage](http://dor.wa.gov/content/doingbusiness/registermybusiness/default.aspx).

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| 1. Before executing a work order through this program, you agree to provide, upon request, current proof of a license to conduct business in the state of Washington | I Agree |

1. **Statewide payee desk.** In order to receive payment for services or products provided to a state agency, a company must be registered with the Statewide Payee Desk. Washington state agency purchasers cannot make payments to companies who are not. Registration materials are available [here](http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx).

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| 1. Before beginning work for a purchaser through this program, you agree to register with the Statewide Payee Desk. | I Agree |

1. **Sales reporting.** Companies who obtain work as a result of their addition to an ITPS notification list in WEBS are subject to sales reporting requirements. Accordingly, companies, who have invoiced purchasers during a quarter, are required to submit a report to DES detailing all amounts invoiced during that quarter. An "amount invoiced" is a sales amount listed on an invoice less any taxes, returns, credits, or adjustments.

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| 1. You agree to submit quarterly sales reports to DES as instructed on the [ITPS webpage](http://www.des.wa.gov/services/ContractingPurchasing/ITContracts/ITMasterContract/ITPS/Pages/default.aspx). | I Agree |
| 1. You understand that your failure to accurately report sales can be cause for removal from the program, the charging of interest or penalties, or the exercise of other remedies provided by law. | I Agree |
| 1. You understand that DES reserves the right to audit, or have a designated third party audit, applicable records to ensure that purchasers have been properly invoiced and all management fees have been remitted. | I Agree |

1. **DES management fee.** Every quarter, companies with work orders must remit a management fee to DES for all amounts invoiced. The current rate and payment instructions can be found on the [ITPS webpage](http://www.des.wa.gov/services/ContractingPurchasing/ITContracts/ITMasterContract/ITPS/Pages/default.aspx).

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| 1. You agree to pay the management fee and understand that your failure to remit the management fee can be cause for removal from the program, the charging of interest or penalties, or the exercise of other remedies provided by law. | I Agree |
| 1. You acknowledge that DES may increase, decrease, or eliminate the management fee | I Agree |

1. **Debarment and suspension.**

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| 1. You certify, by submitting this agreement, that neither your company nor its principals and/or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this program by any federal or state department or agency (or an explanation is attached). | Click One:  I Agree  Explanation Attached |

1. **Termination for cause.**

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| 1. You certify, by submitting this agreement, that neither your company nor its principals and/or affiliates have been terminated for cause from any contract with a state agency in the past three years (or an explanation is attached)... | Click One:  I Agree  Explanation Attached |

1. **No obligation to contract/buy.**

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| 1. You acknowledge that this agreement does not obligate DES or any purchaser to make any purchases | I Agree |
| 1. You acknowledge that placement on a notification list is not authorization to directly engage with state purchasers without first participating in a competitive process | I Agree |
| 1. You acknowledge that placement onto a notification list is no guarantee of work or payment of funds by any eligible state purchaser. | I Agree |
| 1. You acknowledge that your company is not endorsed by the state of Washington as a “preferred” IT service provider and will not advertise or communicate such status in any way | I Agree |

1. **Compliance with law.**

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| 1. You agree that you will comply with all applicable laws and regulations and all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this agreement or any work order resulting from your company’s addition to an ITPS notification list in WEBS (Chapter 19.02 RCW, Licensing requirements and definitions) | I Agree |

**\*\*\* End of Agreement \*\*\***