

STANDARD AGREEMENT

FOR I.T. GOODS/SERVICES ONLY

	REGISTRATION NUMBER
PURCHASING AUTHORITY NUMBER	AGREEMENT NUMBER 5147001-003

1. This Agreement is entered into between the State Agency and the Contractor named below
 STATE AGENCY'S NAME
 DEPARTMENT OF GENERAL SERVICES (hereafter called State)

CONTRACTOR'S NAME
 Software Contract Solutions, Inc. (hereafter called Contractor)

2. The term of this Agreement is: January 30, 2015 or upon State's approval, whichever is later, through, January 29, 2018 with two 1-year optional extensions

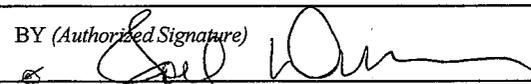
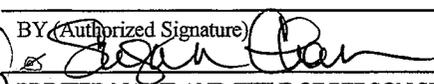
3. The maximum amount of this Agreement is: \$ 0.00 (Zero dollars and no cents, with no guarantee of contract expenditure)

4. The parties agree to comply with RFP 5147001, contractor's RFP response and the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

- Exhibit A - Statement of Work (5 pages)
- Exhibit B - Rate Sheet (1 page)
- Exhibit C* - GSPD401IT, Information Technology General Provisions, Effective 9/5/14 (electronic)

(*) This document is available at <http://www.dgs.ca.gov/pd/resources/modellanguage.aspx>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 1/21/2015
PRINTED NAME AND TITLE OF PERSON SIGNING Joel Dupzyk	
ADDRESS 2377 Goldmeadow way Suite 100 Gold River, CA 95670	
STATE OF CALIFORNIA	
AGENCY NAME DEPARTMENT OF GENERAL SERVICES	
BY (Authorized Signature) 	DATE SIGNED (Do not type) Feb 3, 2015
PRINTED NAME AND TITLE OF PERSON SIGNING Jim Butler, Deputy Director, Procurement Division	
ADDRESS 707 Third Street, 2nd Floor, West Sacramento, CA 95605	
<input type="checkbox"/> Exempt per	

IT NEGOTIATIONS CONSULTING SERVICES
MSA NUMBER 5147001-003
SOFTWARE CONTRACT SOLUTIONS, INC.
EXHIBIT A – STATEMENT OF WORK

I. OVERVIEW

The Master Service Agreement (MSA) Statement of Work (“SOW”) provides an overview of the necessary tasks and deliverables required of the Contractor(s) hereinafter referred to as the “Contractor” under the Information Technology (IT) Negotiations Consulting Services MSA with the State of California, Department of General Services (DGS), hereinafter referred to as “DGS” or the “State”.

II. TERM

Upon execution, the MSA shall be effective for three years. The State reserves the right to extend the MSA for two additional one-year periods.

III. SCOPE

Contractor shall provide services to California state agencies and local governmental agencies, hereinafter referred to as “ordering agencies”. A local governmental agency is defined as any city and/or county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds. Each local governmental agency makes its own determination whether or not use of the MSA is consistent with its procurement policies and regulations.

Ordering agencies may procure services for existing and proposed contracts for software, software licenses, software upgrades and ancillary services such as software maintenance and support, software installation and software training.

IV. SERVICE OVERVIEW

At this time, contractor shall provide the two types of negotiation services below. The SOW may be revised in the future to include additional services.

Terms Value Analysis (TVA) – Contractor shall provide a validation that the ordering agency achieved fair and reasonable pricing and contract terms and/or recommendations to attain lower pricing and/or more favorable contract terms.

Terms Negotiations (TN) – Contractor shall provide assistance to negotiate prices and contract terms with specified IT software suppliers.

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V. CONTRACTING FOR SERVICES

Ordering agencies will use a Request for Offer (RFO) process to solicit offers from MSA contractors eligible to provide services under the MSA.

Ordering agency RFOs may require contractors to provide only one type of service, TVA only or TN only, or both TVA and TN services. The following prohibition in accordance to Public Contract Code (PCC) section 10365.5 will apply:

- RFOs for only TVA services will prohibit follow-on contracting with the same contractor for TN services.
- RFOs for only TN services will prohibit follow-on contracting. The same contractor cannot have provided TVA services.

PCC section 10365.5 does not apply to RFOs that include both TVA and TN. Ordering agencies may evaluate TN as an option, allowing the ordering agency to determine whether to continue with contracted services as best fits its needs.

VI. RESPONSIBILITIES

A. Contractor

Contractor is responsible for the following:

1. Agrees to perform services under the IT Negotiations Consulting Services MSA contract as described in RFP 5147001.
2. Provide personnel meeting contractor qualifications in the MSA SOW. Personnel must also meet additional requirements as specified in a RFO.
3. Respond to RFOs received from ordering agencies.
4. Adhere to the prohibition on follow-on contracting.
5. Perform services specified in a RFO.
6. Notify the State Contract Administrator of RFO work that is out of scope of the MSA or MSA SOW.
7. Provide deliverables and supporting documentation as specified in a RFO.
8. Agree to payment terms and conditions prior to commencing work.
9. Maintain project confidentiality.
10. Submit quarterly reports and local agency fees.

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B. Ordering Agency Responsibilities

The ordering agency is responsible for the following:

1. Obtain approvals for use of the IT Negotiations Consulting Services MSA
2. Develop an RFO that includes, but is not limited to:
 - a. Project scope, budget and schedule;
 - b. Services required;
 - c. Deliverables and;
 - d. Payment terms and conditions
3. Provide business information and data to facilitate the Contractor's work.
4. Determine business decisions in the RFO regarding options and deliverables
5. Contact DGS prior to commencing work for TN services.
6. Designate individual(s) able to make decisions regarding the ordering agency's program needs and requirements during TN services.
7. Execute and administer the purchase contract.

C. State Responsibilities

DGS is responsible for the following:

1. Execute and administer the IT Negotiations Consulting Services MSA.
2. Administer future application process for the IT Negotiations Consulting Services MSA.
3. Approve and manage negotiations.
4. Monitor quarterly reports

VII. PAYMENT

Contractor agrees to the awarded MSA hourly rates as the maximum to be charged to ordering agencies. Contractor may propose lower hourly rates at the RFO level. Maximum number of hours to perform work will be determined by the ordering agency.

At the ordering agency's discretion, payment terms in the RFO may be based on a percentage of contract savings resulting from TN services instead of hourly rates. Payment based on a percentage shall not exceed 20 percent of contract savings resulting from negotiations or \$249,999.99, whichever is the lesser.

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VIII. DELIVERABLES

A. Terms Value Analysis (TVA)

Contractor shall provide:

- Item 1. A validation that the ordering agency achieved fair and reasonable pricing and contract terms. Validation may encompass analysis of comparable type and size contracts and identification of where and how pricing and contract terms differ. Documentation of analysis methodology and data supporting Contractor's determination may be required. The deliverable enables the ordering agency to determine whether it needs item 2 below;
- Item 2. Recommendations to attain lower pricing and/or more favorable contract terms. As part of the deliverable, Contractor may be required to validate its own, or another contractor's or the ordering agency's determination of whether fair and reasonable pricing and contract terms were achieved. Recommendations may encompass negotiation strategies specific to an IT supplier and expected results on pricing and contract terms. Rationale and data supporting Contractor's recommendations may be required. The deliverable enables the ordering agency to determine whether it needs negotiations.

The ordering agency may require contractors to provide Item 1 only, Item 2 only or Items 1 and 2 in various formats and delivery methods as specified in the RFO.

B. Terms Negotiations (TN)

Contractor shall provide assistance to negotiate prices and contract terms with specified IT software suppliers. As part of the deliverable, Contractor may be required to perform its own or validate another contractor's Terms Value Analysis, develop negotiation strategies, identify areas of negotiation strengths or weaknesses and/or plan and participate in negotiations. Prior to commencement of work, Contractor must agree to a negotiation schedule, parameters and goals as set by the ordering agency and managed by the State. Contractor's payment will be contingent upon achievement of negotiation goals.

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IX. CONTRACTOR QUALIFICATIONS

A. Knowledge

Contractor shall provide personnel with knowledge and access to software industry data, such as:

- Different types and sizes of IT suppliers
- Pricing of public and private sector IT contracts of various dollar values
- Software licensing and/or product types, models and applicable pricing structures
- Various maintenance and warranty options and impacts on pricing
- Potential advantages and disadvantages of bundling or volume purchases
- Trade-offs between price and performance and the associated risk and impacts of changes to contract terms on pricing
- Available government and/or other discounts off manufacturer's suggested retail price (MSRP)

B. Experience

Contractor must provide personnel with a minimum of three years of experience providing deliverables as described in the MSA SOW and any additional requirements identified in the RFO. The ordering agency will verify that personnel have the necessary experience prior to commencing work.

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EXHIBIT B – RATE SHEET

The hourly rates specified are guaranteed for the entire MSA term as the maximum hourly rates to be charged to user agencies. Contractor may offer lower hourly rates when responding to a user agency's Request for Offer (RFO), but **cannot offer higher hourly rates.**

HOURLY RATES

Name	Terms Value Analysis (TVA)	Terms Negotiations (TN)
Software Contract Solutions, Inc.	\$182.00	\$263.00