How Acquisition Practice Can Impede SOA Governance

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Introduction

• Acquisition is the interface between governance and contractors
  – What is important should be in the contract
  – In SOA governance is vital, but often does not talk to acquisition or deal with problem resolution
• The architects in governance and the lawyers in acquisition need to work together
• Recommend a new model contract and a cooperative approach to problem resolution
Instant Acquisition

- Think of it as a legalistic version of the waterfall method
- The purchasing organizational unit and the contracting officer develop and publish a Request for Proposal that includes:
  - Vendor qualifications
  - Formal specification of requirements (Statement of Work)
  - How the contract is going to be managed, including applicable legal requirements
  - Bid evaluation criteria
- Bids are assessed in accordance with evaluation criteria
- Formal process for protesting awards
- Result is a contract enforceable in court

Instant Contract Administration

- Funds typically go to a Project Management Office who review invoices and earned value (progress) reports and acceptance test results
  - Project managers do not necessarily have an IT background
- Hierarchical communication chain
  - Tightly proscribed points of contact with the prime contractor
    - Only the Contracting officer (CO) and the Contracting Officers Technical Representative (COTR) in Federal contracting
  - Only the prime contractor can officially talk to its subcontractors
- End users complain to the contracting office
Typical problems

- Governance process generates standards and other requirements which don’t get into the solicitation or the acceptance criteria
- Governance personnel tend to be architects who lack expertise in acquisitions law and dispute resolution
  - Need to state what you want in a way that can be put in a solicitation, the resulting contract, and will hold up in court
  - Tendency to state service level agreements without thinking about what to do if they are violated
  - You can only refuse acceptance on acceptance criteria named in the contract
- Problems with fuzzy statements of work and acceptance criteria are difficult to fix once made
- SOA doctrine implies cooperation between vendors, implying alternative dispute resolution

What to do

- Figure out how to synchronize governance and acquisitions activity
  - Problematical as to where legal and architectural expertise resides
- Develop a model contract
- Develop alternative dispute resolution
Governance and Acquisitions Cooperation

- Governance mindset tends to be architects who develop technical standards
  - Light on lawyers and planning for contingencies
- Acquisition mindset tends to be lawyerly following of rules and procedures
  - Light on engineering understanding
  - Heavy on unambiguous writing and anticipating contingencies, such as breach of SLA
- Healthy if these perspectives could be merged

Habitual problems

- Fuzzy statements of work
- Not incorporating governance decisions
- Not explicitly listing important deliverables or arranging for acceptance testing
- Not paying for needed support
- Feasible and workable problem resolution
Suggestion 1: Develop a model contract

• Great deal of legal engineering goes into repeatable legal language

• Much of what we want in SOA can be replicated between contracts
  – Menu of service level agreement language
  – SOA specific contract deliverables with acceptance testing
  – Technical support for interoperability
  – Licensing needed for reuse

Service level agreements

• Important difference between whether SLAs are goals or meant to be enforceable in court

• “Hard” SLAs need feasibility, unambiguous monitoring, and need to be under the control of the contractor

• “Soft” SLAs need well thought out resolution procedures

• Best to have a menu of best practice SLAs for acquisitions to use when drafting solicitations
SOA Specific contract deliverables

• If it’s important
  – It should be listed as a deliverable in the contract
  – With appropriate acceptance testing
    • Which should be done by an independent third party if it has to do with interoperability

• Require plans for “good mental hygiene” issues
  – Such as configuration management

Fund needed technical support

• Complex services are never plug-and-play as a USB cable

• If there is no funding for interoperability help desks, valuable expertise could disappear and reuse becomes more expensive
Licensing

• Make sure intellectual property is available for license throughout the domain of reuse
  – Require vendors to either declare dependency or grant free licenses

Suggestion 2: Develop cooperative problem-solving

• Traditional approach to dealing with breach of contractual duty is adversarial and blunt
  – Fix it or terminate the contract is the default
• With complex applications, need cooperation to figure out where the problem is
  – And the problem might not be anybody’s fault
• Suggest setting up a board of vendors and governance people to work on joint problems
Conclusion

• Governance and acquisition need to work together
• Need to work out a model contract that can be instantiated into business-feasible solicitations and contracts
• Need to redo problem resolution to make it more cooperative and less adversarial