

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