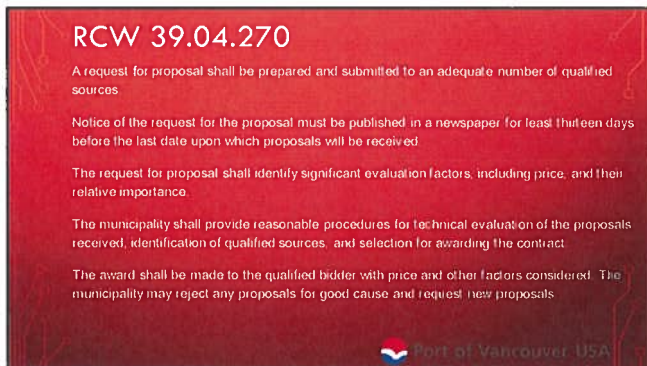


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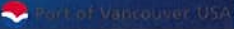
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3

FOUR AREAS FOR DISCUSSION

- Knowledge of the Specific Commodity or Service
- Selecting & Developing the Right Procurement Team
- The RFP
- Negotiating the Contract



4

KNOWLEDGE OF THE SPECIFIC COMMODITY OR SERVICE

- SSSH...
- Software
- Services (Consultant)
- Support & Maintenance
- Hardware



5

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6

THE RFP

Develop templates for specific IT categories
Use the RFP as a screening tool





7

THE RFP – CONTINUED... SOFTWARE

1.1 SCOPE & BACKGROUND OF PROJECT/ SOFTWARE (describe content only)

The purpose of the software (identify individual)




- 1. The type of software being procured
- 2. The software currently being used by the entity (e.g. brand and specialized/standardized versions)
- 3. Issues of infrastructure compatibility
- 4. Specific maintenance and support expectations, e.g. service response time, escalation processes and procedures
- 5. Specific agency needs for security and confidentiality requirements, if applicable, e.g. need data removal to enhance information or kept by the entity


- Specify data storage requirements and frequency of updates
- Cloud storage operational computing equipment
- Any needed installation or configuration services
- Options for purchasing additional licenses, software upgrades, system reprogramming or configuration, and ongoing support
- Detail the hardware necessary to host the application
- Request implementation, training and transition plans
- Detail ownership of licenses upon issuance of any software
- Specify file and data storage requirements
- Specify backup/recovery requirements, e.g. cyber liability
- State how users will access the application, if applicable
- Request open data and standards, e.g. trade in, source code, license source code, support
- Detail information ownership rights, e.g. data, documentation, source code



8

THE RFP – CONTINUED...



9

**THE RFP – CONTINUED...
CONSULTANT SERVICES**

1.2 SCOPE & OBJECTIVE OF PROJECT
The Port of Vancouver USA is seeking one consultant to provide information technology and support consulting to address the evolving needs of its business administration operations and security.

The following is a brief general description of services that may be required. The Consultant will conduct all work using applicable codes and standards providing the service to the level of professional care. The most capable consultant expected shall be required to disclose to the port any potential conflict of interest during the term of this agreement.

Additional specific language

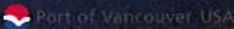


10

**THE RFP – CONTINUED...
MAINTENANCE/SUPPORT**

1.2 SCOPE OF PROJECT
The port is seeking a provider for **Maintenance/Support** services to cover:

- Business Objectives
- Technical Objectives



11

1.1 SCOPE & BACKGROUND OF PROJECT: HARDWARE (Assignment starts on slide 1)

The purpose of the hardware (infrastructure) includes all:

- The type of hardware being purchased
 - Enterprise support equipment (e.g. servers, network hardware, storage equipment)
 - End-user equipment (e.g. workstation, laptop, desktop monitor, tablet, developer kit, server)
- The security controls being used by the entity (e.g. brand specifications, level of security, or protocol)
- Issues of IT infrastructure compatibility.
- Specify maintenance and support requirements (e.g. service response time, resolution process) and procedures.
- Specify agency-specific security and confidentiality requirements, if applicable (e.g. third-party control, compliance, etc.) as required by the entity.
- Specify data storage requirements and frequency of updates when hardware includes software.
- The anticipated lifespan of the hardware and recovery.
- Disposal options for either service hardware or new purchases (e.g. recycle, trade-in).
- An option for leasing the desired equipment.
- Other options (e.g. data recovery services, hosted services, virtual server services).
- Cloud storage (specialized computing equipment, made of leading equipment).
- Any needed installation or configuration services.
- The rights (either specific or non-specific) requirements and who is responsible for the services (this request is services to not hardware).
- Options for purchasing additional (backup) software upgrades, custom programming or configuration, and ongoing support.
- Detail the hardware necessary to house the application.
- Request that Service Level Agreements (SLA) be listed and detailed.

**THE RFP – CONTINUED...
HARDWARE**



12

NEGOTIATING THE CONTRACT

Using (RCW 39.04.270)

Identify Areas of the Supplier Agreement that Poses Risk

Determine How to Negotiate the Areas of Concern



13

NEGOTIATING THE CONTRACT

Distinguish The Difference Between The Technology Agreement And The Service Level Agreement

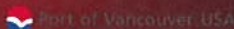
- Technology Agreement:
 - Core Agreement between You and the Consultant
- Service Level Agreement (SLA)
 - Defines the Services and how they will be performed



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NEGOTIATING THE CONTRACT REFERENCE GUIDE

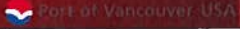
- Taxes – Does the agreement reference any applicable taxes?
- Governing Law/Venue – Does the supplier require you to follow their local laws ?
- Unknown/Undefined Costs – Are there any undefined cost within the agreement?
- Automatic Renewals – Does the purchase automatically renew after the expiration date?
- Confidential Requests – Are you required to hide information that should be public?
- Price/Rate Increases – Are there any unreasonable price increases outside of CPI or PPI?
- Termination Rights – Does the supplier have unreasonable rights to terminate?



15

NEGOTIATING THE CONTRACT REFERENCE GUIDE

- Supplier Liability – Does the supplier remove themselves from all liability?
- Sole Document – Does the agreement state that it is the sole authority or location of terms?
- Terms & Conditions Links – Are there links to terms & conditions not available in the agreement?
- Click Through – Language to protect against click through terms conflicting with the negotiated agreement?
- Solicitation of Employees – Is there language that will have you pay a fine if you solicit their employees?
- Supplier Favored Language – Is there language that overly favors the supplier?
- Supplier Access – Does the agreement allow for the supplier access to your system?
- Audit – Does the agreement allow for the supplier to review how their product is used?



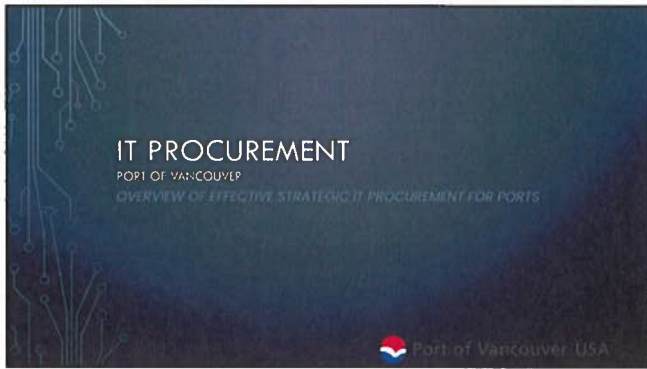
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WRAP-UP

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1



2



3

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Port of Vancouver USA

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THE RFP – CONTINUED...



Port of Vancouver USA

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Port of Vancouver USA

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