

Request for Information **Contract Management System** for SURF



Date: November 2nd, 2016
Status: Final (version 1.0)
Author: SURFmarket B.V.

1. GENERAL

1.1. Introduction

This is a Request for Information (RFI) of SURFmarket B.V. for a contract management system. With this RFI, SURFmarket wants to investigate the solutions that are currently available in the market. The purpose of this RFI is:

- to gather information about the possibilities in the market for contract management.
- to make a first acquaintance (market awareness) with potential suppliers of these kinds of solutions.
- to invite potential suppliers to present their solution to SURFmarket.
- to learn from best practices.

The information in the responses to the RFI and the presentations will be used for:

- testing the feasibility of our requirements and deciding on the scope of a solution.
- adjusting, if necessary, the requirements based on to the products available on the market.

1.2. About SURFmarket B.V.

SURFmarket is a subsidiary of Cooperatie SURF U.A. (Cooperative). Please see our corporate website for more detailed information:

<https://www.surf.nl/en/about-surf/organisation-and-management/surf-cooperative/index.html>

1.3. The project

This RFI is part of a project that was started in 2016. The project is part of the SURF strategic plan. This phase of the project aims to deliver a project plan, including the business case for the introduction of a contract management system by the end of 2016.

The project is executed by SURFmarket B.V. but aims to deliver a solution that will be used by all SURF operating companies:

- SURFnet
- SURFmarket
- SURFsara
- SURF-bureau

1.4. Procedure

This Request for Information (RFI) is for information purposes only. Cooperation with this RFI procedure does not imply that the supplier will automatically participate in any subsequent Tendering project. Therefore, no rights, in financial terms or otherwise, can be derived from this RFI. Requirements described in this document are likely to be refined and adjusted based on the findings. SURFmarket might decide not to purchase a solution in the near future.

1.5. Planning of the RFI

All data is subject to change and no rights may be derived from the plan presented.

Action	Actor	Date
RFI document is published via TenderNed	SURFmarket	2-Nov 2016
Please confirm that you plan to respond to the RFI by sending a message via email to the SURFmarket contact person.	Economic operator	8-Nov 2016, 12:00 CET
Submit any questions concerning the RFI via email to the SURFmarket contact person	Economic operator	11-Nov 2016, 12:00 CET
Additional Information will be made available via TenderNed.	SURFmarket	14-Nov 2016
Submit response via email to the SURFmarket contact person.	Economic operator	25-Nov 2016
Demonstration of system at SURF (Utrecht, NL)	Economic operator	Jan 2017

1.6. Submitting questions concerning RFI

The economic operator is invited to submit questions related to this RFI to SURFmarket.

Please use the following format and submit the questions (preferably in MS Word/MS Excel) to the SURFmarket contact person (see section 1.12).

Question nr.	Page number	Subject	Question	Additional information

1.7. Cost of response on RFI

Any expenses incurred by the Economic operator for submitting a response to this RFI, will in no way whatsoever be eligible for compensation by SURFmarket.

1.8. (Intellectual) property

The intellectual property rights to information supplied by SURFmarket rests with SURFmarket. Without the prior approval in writing by SURFmarket, nothing in this RFI may be multiplied (for other purposes than submitting the response) by means of printing, photocopy, microfilm or otherwise. Violation of this provision may lead to immediate exclusion from the Tendering procedure concerned. The provisions of the present section do not prejudice SURFmarket rights to damages.

SURFmarket will treat confidentially any information from the economic operator whose confidential nature it knows or reasonably ought to know, and will at all events take economic operator's justified (business) interests into account.

1.9. General terms and conditions

No other delivery, payment, and/or other conditions shall apply to this RFI procedure and any contract ensuing from it than the (contractual) conditions that will be set forth by SURFmarket in the Invitation to Tender. Any application or response under (different) conditions shall be deemed not to exist. SURFmarket expressly rejects the applicability of any general terms and conditions that the economic operator may have.

1.10. Consent

Submitting a response to the RFI implies that the supplier agrees to all conditions set forth in this Request for Information.

1.11. Structure of Response to the RFI

To enable objective comparison of your response with others, we kindly request that you use the sequence and structure given in this document (see section 3.1 and 3.2). We kindly ask you to provide all information in English or Dutch.

1.12. Contact details

Contact with SURFmarket or any other SURF operating companies about this RFI should be directed to mr. Arthur Verkaik (Arthur.Verkaik@surfmarket.nl) within the SURFmarket Procurement department.

1.13. Closing provisions

SURFmarket reserves the right to request supplemental information in respect of the RFI.

SURFmarket has the right, but is not obliged to:

- Change the requirements and preferences outlined in this document;
- Use the information, proposals, etc. given by the economic operator's response to this RFI to formulate the final programme of requirements concerning the Tender of contract management.

Any disputes in relation to this RFI and any legal relationships arising from it will exclusively be submitted to the competent Court at Amsterdam. This RFI is governed by Dutch law.

2. CONTRACT MANAGEMENT FOR SURF

Why does SURF need a contract management solution?

2.1. About SURF

SURF is the collaborative ICT organisation for Dutch education and research. SURF offers students, lecturers and scientists in the Netherlands access to the best possible internet and ICT facilities.

2.2. Multiple operating companies and members

The SURF organisation includes 3 operating companies: SURFnet, SURFmarket and SURFsara and in addition the SURF administration office. SURF's services are provided independently by these operating companies, each of which has its own field of operation. The office focuses on coordination at an administrative level.

The customers of SURF are members of the SURF cooperative. These participants include:

- universities
- schools (HBO, MBO)
- research institutions
- university medical centres
- libraries

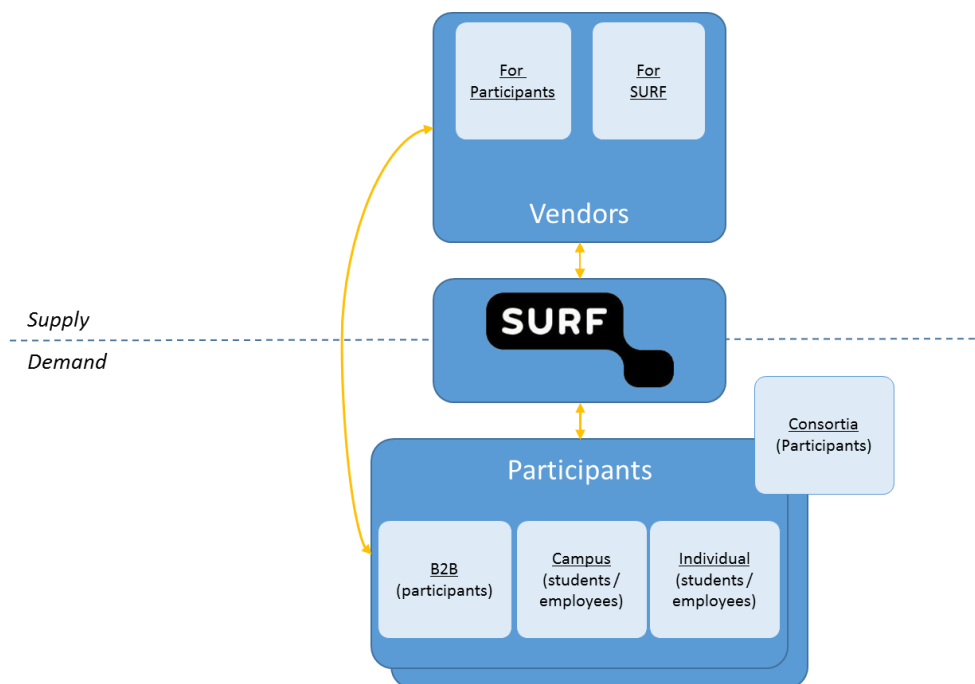
SURF offers services to organisations (B2B) as well as to individual users (B2C). The following scope of services will include:

- network connections
- wireless connections
- security services such as digital certificates and email filters
- high performance computing and data storage
- IAAS
- cloud services
- software licenses
- content licenses
- please see: <https://www.surf.nl/en/services-and-products>

2.3. Contracts

SURF and its operating companies aim to offer the best solutions for the best conditions in a way that best fits the needs of organisations in education and science. Often SURF will act as a hub between suppliers and its participating organisations. This means that a wide variety of contracts and agreements are being managed and used to execute these services:

- contracts between SURF and suppliers
 - for services that are used for the day-to-day business of the SURF working companies
 - for services that are used to create new services for our customers (semi manufactures)
- collective bargaining contracts
 - negotiated by SURF with suppliers so organisations can participate
- contracts between SURF and its customers
 - memberships
 - the use of services
 - licenses



On one hand, these contracts represent the combined added value of the expertise and bargaining power of SURF. On the other hand, this also makes a fairly complex and perhaps daunting list of agreements and documents that need to be managed.

2.4. Business scenario's

Having multiple operating companies, different types of customers and a complex portfolio of products and services, it would be near impossible to describe all business scenario's in this document. In this paragraph we have listed some of the most important ones that represent the typical usage of a contract management system at SURF. For brevity, some scenario's might be combined into one and details might be left out in this document.

Please, bear in mind that the management of contracts is not centralised but distributed over the three operating companies and different teams. So, any solution for SURF should be able to support multiple processes for similar contracts.

2.4.1. scenario #1 - membership contract

In order to use the services of SURF, Participants will sign a membership contract. This is a standard contract issued by SURF. The contract details are drawn from a CRM system. After being signed, the contract will be stored; both digitally and as a physical copy.

The contract should be available for reference for multiple teams in various operating companies. Selected employees should be able to search and browse the contracts, either via the contract management system or via other applications, such as a CRM system. Also, the participant should be able to view the (digital) contents of the signed contract.

A contract would be renewed periodically. New contracts will be drafted and signed for this renewal.

2.4.2. scenario #2 - order a new service

In this scenario, a new service will be added as an addendum to a master agreement. A new service starts with a quote that is sent to the participant. When agreed, an addendum will be created and submitted for signing. There might be multiple addendums for one service. Typically, some appendices are added governing SLA, Privacy and Security, etc. The addendum and related documents should be linked to the master contract and available for reference.

The signed addendum will trigger the provisioning of the service for the participant and also starts the process to invoice the participant.

A customer manager at SURF would occasionally need to generate a list of services that are being used by a participant, with the corresponding contracts and statuses (e.g. up for renewal). Other typical users that would require reports are a product manager and the legal team.

2.4.3. scenario #3 - a pay-per-use service

In a pay-per-use scenario, contracts will be signed as in scenario #2. In addition, the systems that take care of provisioning the services would need to communicate with the contract management system. Information needs to be shared about the status of a contract (is the contract still valid; did the participant not exceed the quota that was agreed in the contract).

The contract management system should be able to store and share not only the legal documents, but also data that is governed by the contract (e.g. maximum number of users, a quota, etc.).

2.4.4. scenario #4 - purchasing

SURF has a substantial number of suppliers (+/- 2.500). These suppliers provide services for SURF. Multiple purchasing departments support a decentralised purchasing process. Contracts with suppliers should be managed in a contract management system and available to buyers, the purchasing departments and, the legal team.

SURF is in the process of introducing standardised contracts. In certain cases, legal provisions that are specific to education need to be checked and added to contracts with suppliers.

Analysis is essential for the purchasing process and this should be done on the level of individual operating companies and for the whole SURF organisation.

2.4.5. scenario #5 - signing up to a mediation agreement

SURF will negotiate agreements with suppliers (e.g. software vendors) on behalf of the institutions. These agreements are governed by mediation agreements. SURF participants will be able to acquire products and services from this vendor with the conditions that have been negotiated in the mediation agreement. Typically, a participant enters a license agreement with the vendor via SURF. These agreements (both the mediation agreement and the license agreement) are managed by SURF.

Mediation agreements would typically encompass multiple services, products and product variations; each with prices that might be differentiated per user group (i.e. prices for students might be different from prices for employees).

Contracts need to be available for reference and analysis. SURF, participants and vendors should be able to browse contracts and see the status. The renewal of the contracts is a complex process, especially when a mediation agreement is changed (which impacts all underlying license agreements).

2.4.6. scenario #6 - authoring a new contract

New documents would be created using templates that are maintained by the product teams and the legal team. For some contracts, this would mean changing the date and the name of the contract partner in a template contract. However, for other agreements, bespoke contracts need to be drafted.

Very often paragraphs of legal text will be used in multiple (types of) agreements. For some types of contracts certain legal provisions need to be present in every contract that is signed by SURF.

Multiple teams (e.g. legal, vendor management) might work on the same contract.

2.4.7. scenario #7 - negotiating a consortium contract

One of the most complex scenario's is where SURF facilitates the negotiations between a consortium of participants and a large vendor.

During negotiations, multiple versions of documents will be made. Changes need to be incorporated in newer versions and these changes need to be tracked throughout the process. In the final agreement, there will be shared documents but also specific provisions per consortium member. For instance, a personalised price list might be agreed per participant.

Many parties are involved in these negotiations; some participating directly, some stakeholders in the end result. The negotiation process is overseen by SURF and SURF will maintain lists with versions, tasks/actions, and planning dates that are needed to move the negotiations forward. SURF is looking into tools to support the process like, for instance, workflow management. Goal is to share status, progress and accomplishments with participants and vendors in the negotiation.

2.5. Goals

The introduction of contract management solution should allow SURF to accomplish the following goals:

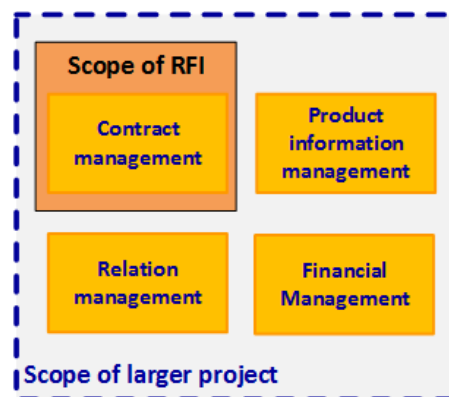
1. **Improve the service levels for its participants;** SURF aims to provide better information about existing contracts and a smooth, customer friendly process for negotiating and signing contracts.
2. **Support collaboration between SURF operating companies;** we want to support SURF employees in the collaboration with colleges, other teams and other operating companies.
3. **Create more efficient working processes** by automating repetitive tasks and reducing the chance of errors.
4. **Increase the value of the contracts** by supporting better reports and analysis on the contract base.

2.6. Capabilities

In the preparations for this RFI, SURF has identified a number of capabilities (see table below) that might be implemented by a contract management system.

Please note that this RFI is part of a larger project that also involves changes in our Relationship Management, Product Information Management, and Financial Management processes and systems.

We are not necessarily looking for one system that does 'everything'. Rather we would use a Commercial of the Shelf (COTS)-solution and minimise customisations if possible. We therefore do not expect a contract management system to deliver all capabilities that are listed here. We want to stay close to industry best practices and acknowledge that this might lead to changes in the processes that are supported.



Contract Management Capabilities	
Storage and repository	Example
Central storage for contracts and agreements	Products, services, subscriptions, licensing, privacy
Manage vendor contracts	
Manage customer contracts	
Manage mediation contracts	
Manage third party contracts	contracts in which SURF is not a party, but facilitates the administration and execution
Managing meta-data for contracts	dates, status, parties involved, financial impact, physical location, etc.
Managing contract documents	including attached documents,
Version management	
Linking contracts and agreements	master contract / subcontract, derived contracts, main document / appendices, etc.
Search and browse contracts	SURF internal, participants, vendors and, other stakeholders

Analysis and reporting	Example
Status reports	e.g. contracts that are due for renewal
Automated notifications	e.g. contracts that are due for renewal
Customer reports	active contracts, history per customer
Vendor reports	active contracts, history per vendor, spend analysis
Product reports	usage per product, spend
Usage reports	how are the products/services described in the contracts being used
Authoring and negotiation	Example
Creating new contracts based on templates	
Creating new contracts by combining existing articles / texts	
Combining multiple documents into one legal document	contracts, appendices, subcontracts
Allow multiple teams to co-operate in the creation of a document	e.g. legal and a negotiation team
Digital signing of documents	
(Workflow) support for signing process	
(Workflow) support for negotiation process	
Execution; using contracts	Example
Manage products, product variations (derived from contracts)	
Manage prices, price lists (linked to contracts)	
Interface with financial systems for invoicing	
Manage quota	
System integration	Example
Interface with CRM system for contact information	
Interface with other systems to exchange master data (contacts)	
Use contract(status) for authorisations	e.g. a customer only gets access to a cloud service when he/she has an active contract
Interface with Configure Price Quote Engines	
Interface with Product Information Management Systems	
Offer API to access contracts, statuses	either read only or bi-directional for integration in our self-service portal
Contract optimization	Example
Analysis and reporting of contract anomalies	e.g. finding contracts that have different conditions than a standard template contract

3. DELIVERABLES

3.1. RFI Questions

These are the questions we would like to answer. You are invited to add additional information or advice based on your previous experience with similar projects. Please use the numbering below when answering the questions.

Subject	Required information
1. ORGANISATION	Summary of your organisation; <ol style="list-style-type: none"> a. Headquarters and/or regional subsidiary. b. Minimal requirements towards SURF in case of forthcoming projects?
2. FUNCTIONALITY	<ol style="list-style-type: none"> a. <u>General description:</u> Please provide us with all relevant product descriptions with respect to functionalities (standard/optional features). b. <u>Business scenario's:</u> Please explain which business scenario's (described in section 2.4) your solution could support and how that would work. c. <u>Capabilities:</u> Please indicate which of the capabilities listed in section 2.5 are supported by your solution d. <u>Additional:</u> Please describe any additional functionality offered by your solution that you expect to be useful for SURF.
3. ROADMAP	Can you provide insight in the future roadmap?
4. BUSINESS CASE	<ol style="list-style-type: none"> a. How would a typical business case (costs v.s. benefits) look like for your solution? b. Can you provide numbers to the expected benefits based on your experience in similar products?
5. IMPLEMENTATION	<ol style="list-style-type: none"> a. What would be the main steps in an implementation of your solution? What would a typical planning be? b. How would you support SURF in the implementation? What would you expect from SURF in the implementation.
6. PROVISIONING	<ol style="list-style-type: none"> a. Is your contract management solution part of a suite or a standalone solution? b. Do you offer an on-premise or a cloud-based solution? c. Does your solution contain a suite/ modular approach? Is it possible to add desired functionalities at a later stage?
7. INDICATIONAL BUDGET QUOTE	Please provide an indicative pricing, based on the described solution and 50 concurrent-users, containing: <ol style="list-style-type: none"> a. Hardware (if applicable) b. Yearly cost of software licenses / service fees c. Non-recurring cost of implementation d. Maintenance costs and service fees d. Other fees (if applicable)

3.2. Additional information

Please supply additional information about your solution and services.

We would welcome any case descriptions and/or customer references that you can share.

4. NEXT STEPS

SURFmarket will use the information provided in the RFI to refine the requirements for a contract management system. Based on the information SURFmarket will assess the viability and dependency of the implementation of the system.

In this process, vendors might be invited to provide a demonstration of their solution.

Further the derived information will give further direction in which the requested contract management system in according to local tendering procedure (Gewijzigde aanbestedingswet 2012) will be tendered.

Based on our estimation the subsequent tender procedure will take place in 2nd quarter of year 2017, however no rights can be derived of this forecast.