

# Step 3

- Review your initial findings with the member. Ask any clarifying questions you have.
- Confirm the top ten requirements related to:
- Vendor
  - Application Architecture
  - System Functionality

Type of Request: RFP

Schedule		Score:	83%	Analyst notes
Description	Present			
Date of Issue	Yes		✔	Is the date of issue included?
Notification to bid	Yes		✔	Are vendors required to notify of the intent to bid by a certain date?
Last questions	Yes		✔	Is the final date for questions included?
Bidder conference call or meeting	Yes		✔	Is a bidder conference call or meeting scheduled?
Final response due	Yes		✔	Is the final date for submission included?
Award Date is <b>NOT</b> included	No		✘	It is best practice to <b>NOT</b> include the award date as this could be used in negotiations by vendors.

Response Instructions		Score:	88%	Analyst notes
Description	Present	Complete and Adequate		
Clear and concise	Yes	No	⚠	Is it easy to identify what is required for the response and is it complete?
Electronic response	Yes	Yes	✔	Is the format and delivery method specified?
Hardcopy response	Yes	Yes	✔	This should be optional and if included, is the layout clearly defined?
Single point of contact	Yes	Yes	✔	As a best practice, there should only be one point of contact.

Financial Offer		Score:	33%	Analyst notes
Description	Present	Complete and Adequate		
Response requested in a separate file	No	No	✘	Best practice has the pricing separate from all other materials.
Template provided	Yes	No	⚠	Did they provide a template to force consistency in the response?
Template is in a separate file	Yes	No	⚠	Was the template in a separate file, encouraging the response to be in a separate file.

Contractual Considerations		Score:	31%	Analyst notes
Description	Present	Complete and Adequate		
Indemnification clause	No	No	✘	Protects company from any all claims if vendor breaches the agreement
Infringement clause	No	No	✘	Protects the organization from vendor infringement
Warranty clause	No	No	✘	Promise that something is true, i.e. all the vendors claims
Limitations of liability clause	Yes	No	⚠	Limits the conditions under which the organization can be held liable
Termination for convenience clause	No	No	✘	This allows the organization to recall the RFP without consequences
License grant clause	No	No	✘	Optional as it is only really critical in the final contract but specifies that vendor can grant license
Organizational specific Terms and Conditions	Yes	Yes	✔	These are any legal clauses that are specific to the organization, i.e. governing laws
Exceptions to Terms and Conditions allowed?	Yes	Yes	✔	Is the vendor allowed to opt out of clauses or conditions? They must specify which and why.