



(time and materials) and fixed price. Today, however, there are also hybrid models that include some features of both, as well as innovative arrangements that define a wide range of ongoing financial and people relationships between advisers and their clients. Each option has its advantages and disadvantages, and the choice of payment model must be carefully considered against the nature and ad of the project. Until recently, most IT advisory contracts were based on a billing hours payment structure, with the consulting firm providing personnel to set up, develop or support a required system. Ideally, such arrangements give customers access to special technical expertise that does not exist An exclusive CIO survey shows that this is by far the most cited reason (74.4 percent of respondents) for hiring help with IT counseling (see foreigners among you). Renting a consultant's skill set is more practical and cost-effective than recruiting and it's often hard to find permanent employees. The danger, however, is that a quick supply of the necessary solution may not be in the adviser's financial best interests. As a result, doing billing hours arrangement work requires a set of stringent acceptance criteria and time and budget milestones that can keep your project on target. A good contract will indicate products at specific stages of the project that can be measured and recognized by both sides of the team, says Carolyn Purcell, executive director of the Texas State Department of Information Resources. These characters and milestones are very important. UOP Inc., an oil processing technology company in Des Plaines, Ill., learned that lesson the hard way. UOP hired Andersen Consulting Services in May 1992, expecting to pay \$15 million for a new computer system to handle project proposals. But by December of the following year, UOP had concluded that it had already paid \$8 million in billable hours for a system that not only didn't work, but would cost a total of \$21 million to get up and running. The reasons for the cost overreaction, according to Toby Marzouk, a washington, D.C., lawyer who specializes in software litigation, were a lack of stringent admissions criteria along with a failure to properly define success in the project. All Andersen was contractually obligated to provide were hot bodies, says Marzouk. There was no firm assurance that anything useful would really be produced. Another risk in the transferable commission structure is the staffing of baits and switches. The largest consulting firms are particularly to blame for this, according to Marty Glavine, a director at Nextera Enterprises LLC's Sigma Consulting Group in Rochester, N.E., who was a top executive at two of the five largest companies. You have a senior partner who makes the sale and acts as deputy to the client's senior management, but then the project gets staffed by a lot of kids right out of school. To avoid bait and switch syndrome, customers need to tie the commission structure to the real people who will do the job. A good contract, purcell says, [contains] a pre-responsibility that the people who are in the contract and [provides] a fine to provide if those people are not available. Because many clients have grown in billing hours, some consulting firms now offer fixedprice commission structure contracts. One of the pioneers of this model is Cambridge, Massachusetts. If the requests are late, we Costs. A key element of Cambridge's fixed price contract is the company's app development methodology, which allows users to see what they receive, reducing the likelihood of potentially costly changes after the fact in the system. However, fixed-price contracts are not panache for escaped projects. This is especially true if the contract provides open expenses, according to Karen Boucher, vice president of Standish Group International Inc., an IT market research firm in Dennis, Massachusetts Shame citing a pharmaceutical company that hired a major consulting firm to modernize its customer information system under a fixed-price contract. Unfortunately, the contract also indicated that the client was responsible for transport, room and board for about 20 consultants, who flew first class, stayed in luxury hotels and ate at gourmet restaurants at the time of allocation. The result: an expense-only account that amounted to 120% of the original fixed price. Fixed-price contracts can also be, well, expensive. Sometimes the amount of customization required to tailor a standard application to customer requirements is much less than customers should always maintain the ultimate control authority. The customer leads to believe. Therefore, customer leads to believe. Therefore, customers can end up paying too much for what may understand to be relatively trivial amounts of work. Fixed-price contracts can be even less cost-effective when the adviser doesn't know exactly what's required. Typically, says Marzouk, in such cases the consultant will inflate the fixed price until it reaches his or her comfort level, and the project eventually costs much more than it might have been. Customers sometimes try to hedge their bets by combining the transferable hours and commission structures at a fixed price. One way to do this is to hire the consultant on a time and materials basis, but there is an upper limit on how much can really be spent. But while determining price quantity may seem like a smart idea, the likelihood of any real cost savings is small, because the adviser will probably make sure that the number of hours billable miraculously ends up worth the price cap. It's like telling a building contractor you want to spend between \$10,000 and \$25,000 on a new kitchen, says Marzouk. Guess what, I can't do that. You're going to end up with a kitchen that costs around \$24,999. An additional hybrid of billing hours and fixed price models can be found in contracts that contain provision for billable hours if the customer wants to add features not included in the fixed-price transaction. Sometimes it is essential to project success to be flexible and be able to add features, and a good contract should always include mechanisms to make reasonable changes, especially when the customer lacks the discipline beforehand to set up the system completely before it is However, there is a danger that changing requests, even reasonable requests, could turn engagement into a project he is building. To prevent this, the customer should put in place a process to determine what is not a reasonable addition, as well as monitor the delivery dates and acceptance criteria of these changes. Without it, even a fixed-price project can spiral out of control and become an engagement of open billing hours. Some clients have tried to overcome the limitations of traditional world buildings by entering into business partnerships with their consultants, according to Alan Kitzis, vice president of Dataquest's IT services organization. In some cases, we see joint ventures in which the supplier and the client have an economic interest in the success of the project, explains Kitzis. In some cases, [they] create separate entities that will share profits and losses. For example, a few years ago, Swiss Bank Corp. and Perot Systems Corp. would agree to a deal, valued at \$6.25 billion over 25 years, for Perot to manage IT operations in the bank's investment banking division. The agreement gave Perot Systems a 40% stake in Swiss Bank's software development and sales subsidiary. In return, the bank received an option to buy a stake of about 25% in Perot (see Odd Couple, CIO, May 15, 1996), Such agreements, however, are relatively rare, says Charles Madegan, co-author of Dangerous Society; The Consulting Powerhouses and Businesses They Saye and Destroy (Times Books, 1997), Only 2% of contracts have risk sharing, says Medigan. And even when such contracts are cut, that doesn't necessarily mean that the client and counselor will fall into lock step, with each committed to the Swiss bank's deal, for example, the project was eventually reduced to \$2.5 billion over 10 years, with the Swiss bank claiming that Pro Systems over-allocated the cost savings to win the contract, according to a report by Standish Group. But risk-sharing arrangements are not limited to mega-action with stock swaps. Sometimes customers just hope to get some of their development costs by selling the software the consultant developed for them to other companies. However, this is an unlikely strategy unless the contract specifically gives the customer a financial interest in the software. The default is for the adviser to own the copyright to the software unless the contract has a written task giving the client rights to it, says Marzouk. And even then, the client is unlikely to realize much return. Even if the project is a useful software component in general, the consultant tends to build the final product so that it is difficult to isolate the project contribution of the initial client. The customer doesn't need to trout a penny, says Marzouk. Quite Worrying about making money on the deal, customers should focus on making sure that the deal doesn't end up costing more than we originally expected. This is especially dangerous when it comes to maintenance and repair of any system, regardless of the payment structure. On the business side, you want everything to be as clear as if it were written by Moses, says Meagan. You need to deviate from anything vague. The worst contract, he says, is a contract that involves language that, when translated outlawed, amounts to simply going to fix it until it works. This is a recipe for cost overstabbing because in many cases, contracts indicate that the customer must pay for ongoing maintenance of the system. Shame echoes both Medigan and Marzouk: Jose should have no loopholes. It needs to clearly understand what happens if the consultant doesn't do the job correctly or doesn't deliver what was promised or delivers the product well past the original deadline. Boucher also recommends that each project team include a mix of employees and consultants, with at least 50% of each team staffed by permanent employees. It also recommends that the project leader be a permanent employee who reports directly to the customer's IT management. Without these controls, she says, it's too easy for [the commission structure and contract should give the client ultimate authority and control over project.end Jeffrey James is the author of Secrets of Success from Silicon Valley (Times Books, 1998). It can be obtained through www.businesswisdom.com. Rights © 2007 IDG Communications, Inc. Inc.

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