



Rick “A to Z” Agopsowicz
Executive Vice President, Program Execution
CorVantage, LLC.

www.publiccontractinginstitute.com

1-202-775-7240

RFPs: *The Basics*

Updated 3/25/2024

Requests for Proposal (RFP) – The Basics

Another one of those terms our community does not handle “quite accurately”...

- **FAR Guidance**

- ...RFP versus IFB versus RFO (or ITO) versus RFQ...

What do they contain?

- Some key interrelationships between sections...

Case studies / best practice perspectives (delving a bit deeper)

- Industry Response Timing...
- R&D versus Production
- Services versus Products

- **Summary and Q&A**

Requests for Proposal (RFP) – The Basics

Another one of those terms our community does not handle “quite accurately”...

- **FAR Guidance**

- ...RFP versus IFB versus RFO (or ITO) versus RFQ...

What do they contain?

- Some key interrelationships between sections...

Case studies / best practice perspectives (delving a bit deeper)

- Industry Response Timing...
- R&D versus Production
- Services versus Products

- Summary and Q&A

Requests for Proposal (RFP) – FAR Guidance

Name dropping...

- **FAR Guidance** (high level definitions and interrelationships)
 - FAR 15.0...Policies and procedures governing competitive and noncompetitive negotiated acquisitions
 - FAR 15.1...Source Selection Processes and Techniques
 - FAR 15.2...Solicitation and Receipt of Proposals and Information

Of Note (RFP “To Be, or Note to Be...”) – An RFP is a type of Solicitation...

- A “Request for Proposal” RFP is what the solicitation document is called **if it is for a negotiated procurement**
 - ***The general term is Solicitation (NOT RFP), solicitation means any request to submit offers or quotations to the Government...***
 - ***To impress your friends on your next FAR trivia night...***
 - *For those “Big Bang Theory” fans...re: Sheldon’s “Fun with Flags”*
 - Solicitations under sealed bid procedures are called "***invitations for bids***"
 - Solicitations under negotiated procedures are called "***requests for proposals***"
 - Solicitations under simplified acquisition procedures may require submission of either a "***quotation***" or an "***offer***"
- **Other Guidance “may rename” if outside the FAR**
 - E.g., Other Transaction Authority...(e.g., RFWP, RFPP); changing NDAA guidance...etc.
 - Some agency latitude with the FAR Supplements, and if State & Local, it can be “the wild-wild West”

Requests for Proposal (RFP) – The Basics

Another one of those terms our community does not handle “accurately”...

- **FAR Guidance**
 - ...RFP versus IFB versus RFO (or ITO) versus RFQ...

What do they contain?

- Some key interrelationships between sections...

Case studies / best practice perspectives (delving a bit deeper)

- Industry Response Timing...
- R&D versus Production
- Services versus Products

- **Summary and Q&A**

Requests for Proposal (RFP) – What do they contain?

RFPs ask for the information the Government needs from potential providers of product or service...

- **A solicitation provides Government requirements for prospective contractors to solicit bids back to the Government**

In general RFPs contain Government requirements for prospective contractors to solicit full proposals back to the Government

- Describes the Government's requirement,
 - Provides the provisions (applies pre-award) and clauses (anticipated terms and conditions that will apply to the contract),
 - Provides information required in the offeror's proposal, and (for competitive acquisitions) the basis of how the proposal will be evaluated and selected...
- **Components of an RFP...**

Components of the RFP

- **The RFP is made up of the following Parts:**
 - Part I – The Schedule
 - Part II - Contract Clauses
 - Part III – List of Documents, Exhibits and Other Attachments
 - Part IV – Representations and Instructions

Part I – The Schedule

Section A – Solicitation/Contract Form (SF-33)

- Name, address, and location where proposal must be submitted
- Solicitation number
- Date of issuance
- Closing date and time
- Number of pages
- Requisition or other purchase authority
- Brief description of item or service
- Requirement for the offeror to provide its name and complete address
- Offer expiration date

Section B – Supplies or Services and Prices/Costs

- Brief description/title of supplies/services
- List of all deliverables

Part I – The Schedule, Cont'd

Section C – Description/Specification/Work Statement **(we will come back to this one)**

- **Statement of Work**
 - Identifies each task and provides a detailed delivery schedule
 - *Clarity and comprehensiveness of the statement of work varies*
 - A **PWS** is used in performance-based acquisitions describing the required results in clear, specific and objective terms with measurable outcomes **(we will discuss PWS again)**
- **Statement of Objectives**
 - States the overall performance objectives - *used when the Government intends to provide the maximum flexibility to each offeror to propose an innovative approach*
 - *Does not include details on how to achieve those objectives*
 - *Often requires the contractor to define the work proposed in a **C-SOW** to meet contract requirements*
- **Order of Precedence for Requirements Documents**
 - Documents mandated for use by law
 - Performance-oriented documents (e.g., a PWS or SOO)
 - Detailed design-oriented documents
 - Standards, specifications and related publications issued by the Government outside the Defense or Federal series for the non-repetitive acquisition of items

Part I—The Schedule, Cont'd

Section D – Packaging and Marking

Section E – Inspection and Acceptance

- Inspection and acceptance
- Quality assurance

Section F – Deliveries or Performance

- Time
- Place
- Method
- *More “stuff”...*

Part I—The Schedule, Cont'd

Section F – Continued

- Delivery and Schedule Considerations
 - The time of delivery or performance is an essential contract element and shall be clearly stated in solicitations
 - Contracting officers shall ensure that delivery or performance schedules are realistic and meet the requirements of the acquisition
 - *Schedules that are unnecessarily short or difficult to attain*
 - *Tend to restrict competition,*
 - *Are inconsistent with small business policies, and*
 - *May result in higher contract prices.*
 - ***If timely delivery or performance is unusually important to the Government, liquidated damages clauses may be used***

Section G – Contract Administration Data

- Accounting and appropriation data
- Billing and notices information

Part II - Contract Clauses

Section H - Special Contract Requirements

- Often contains custom crafted terms and conditions
- May incorporate significant terms and conditions
- *Ensure there is no ambiguity concerning anything contained in this section*

Section I – Contract Clauses (apply post award)

- General clauses regarding pricing and payment
- *Someone should read these at least once*

Part III – List of Documents, Exhibits and Other Attachments

Section J – List of Attachments

- Statement of Work
- Contractor performance reporting
- Subcontracting plan outline
- *Other important and not so important information*

Section K – Representations, certifications and other statements of offeror

- Small business certification
- CAS applicability
- *Other required certifications*

Part IV – Representations and Instructions

Section L – Instructions, Conditions and Notices of Offer (we will come back to this one...)

- Contains information and instructions
- This information is essential to prepare a responsive proposal
- The instructions may specify the organization of the proposal
 - Administrative;
 - Management;
 - Technical;
 - Past performance; and
 - Cost or pricing data

Section M – Evaluation Factors for Award (we will come back to this one...)

- General procedures/evaluation approach
- Evaluation methodology
- Technical proposal evaluation
- Cost proposal evaluation

Requests for Proposal (RFP) – The Basics

Another one of those terms our community does not handle “accurately”...

- **FAR Guidance**
 - ...RFP versus IFB versus RFO (or ITO) versus RFQ...

What do they contain?

- Some key interrelationships between sections...

Case studies / best practice perspectives (delving a bit deeper)

- Industry Response Timing...
- R&D versus Production
- Services versus Products

- **Summary and Q&A**

Sections L, M, and C – Interrelationships – Critical!

- **Understand the purpose of each**
 - Section L: Instructions on how to submit proposal
 - Section M: Evaluation Criteria
 - Section C: What the contractor is to do/achieve post-award

RFP Sections C, L, and M must be integrated and fully track to each other

- By both the Government, and the response by industry

Section L, M, and C

Critical to both Government and Industry....

• A well-developed (and high scoring) proposal will:

- Be **compliant** with Proposal development instructions (**Section L**) – following the Government’s directions without exception down to the Section L “phrase level” ...IN ORDER
 - “Phrase level” – expect the proposer to make it clear they are addressing each fragment of Section L
- **Responsive** to **Section C**
 - SOW requirements mapped (and answered) clearly into the Section L document outline – discussing delivered features (what, when, who, how, why), with proofs (where this was done before that is relevant, and benefit/value achieved there), and benefits to the Government Agency procuring this
- By accomplishing L & C as above (and a best practice to follow “Requirements-Features-Proof-Benefit” approach) the proposal will be **compelling** (to **Section M**)
 - Providing specific data supporting the determination of Strengths and Significant Strengths, while avoiding weaknesses, significant weaknesses, and deficiencies

Section C – A Special Topic!

Should versus Shall, and “understanding difference in contract delivery and writing about it in the proposal...”

- **The argument of “shall versus should”**

Responsive to Section C

- Shall (aka Must)
 - Denotes the imperative (FAR 2.101 Definitions)
- Should
 - Means an expected course of action or policy that is to be followed unless inappropriate for a particular circumstance (FAR 2.101 Definitions)

How might it be handled? (Be careful how you read Section M and consider possible outcomes)

- Shall – no strengths, only weakness if you do not do it
- Should – strength, not applicable (yes, can still cause a weakness)

- **The myth...write to all the SOW items....**

- Note – sometimes confusion exists in industry’s mind when there is a large Section C, and not pages allowed to cover all of Section C...confusion is based usually on lack of understanding of what Section L says to provide...

Requests for Proposal (RFP) – The Basics

Another one of those terms our community does not handle “accurately”...

- **FAR Guidance**

- ...RFP versus IFB versus RFO (or ITO) versus RFQ...

What do they contain?

- Some key interrelationships between sections...

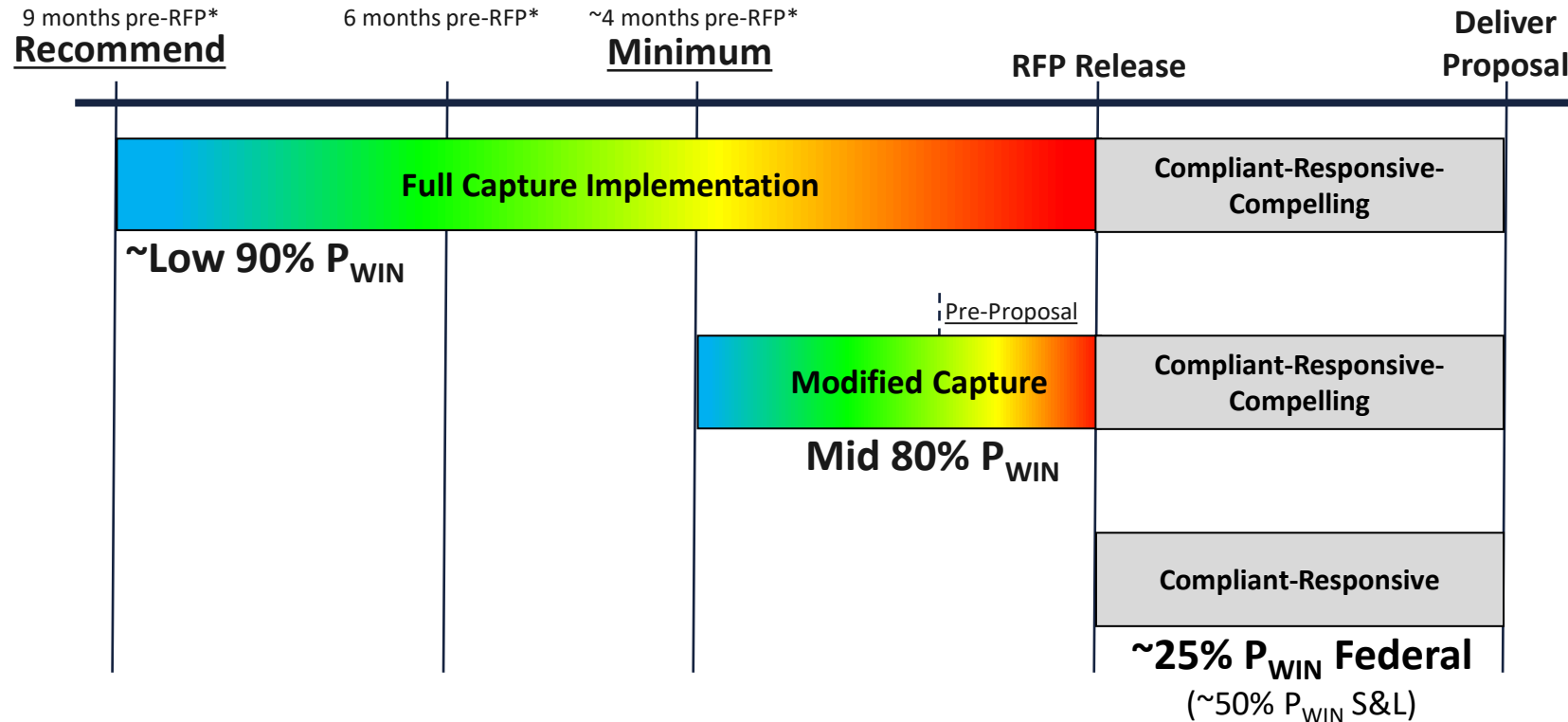
Case studies / best practice perspectives (delving a bit deeper)

- Industry Response Timing...
- R&D versus Production
- Services versus Products

- **Summary and Q&A**

Case studies / best practice perspectives (delving a bit deeper)

Industry Response Timing...



*For Federal deals in the \$10M-\$175M+ class (months are x2 for up to \$1B+ class, and x2 again for up to \$10B+ class)

Case studies / best practice perspectives (delving a bit deeper)

R&D versus Production Work Statements...(FAR Part 35)

...clear and complete work statement concerning the area of exploration (for basic research) or the end objectives (for development and applied research...allow contractors freedom to exercise innovation and creativity...individually tailored ... to attain the desired degree of flexibility for contractor creativity and the objectives of the R&D

- In basic research the emphasis is on achieving specified objectives and knowledge rather than on achieving predetermined end results prescribed in a statement of specific performance characteristics. This emphasis applies particularly during the early or conceptual phases of the R&D effort

...contracting officers ensure language suitable for a level-of-effort approach, which requires the furnishing of technical effort and a report on the results, is not intermingled with language suitable for a task-completion approach, which requires the development of a tangible end item designed to achieve specific performance characteristics.

...provide in the solicitation-

- (1) A **statement of the area of exploration, tasks to be performed, and objectives** of the R&D effort;
 - (2) **With background information helpful to a clear understanding** of the objective or requirement (e.g., any known phenomena, techniques, methodology, or results of related work);
- (3) **Information on factors such as personnel, environment, and interfaces that may constrain the results of the effort;**
- (4) **Reporting requirements and information on any additional items that the contractor is required to furnish** (at specified intervals) as the work progresses;
- (5) The **type and form of contract contemplated** by the Government and, for level-of-effort work statements, **an estimate of applicable professional and technical effort involved;** and
- (6) Any **other considerations peculiar to the work to be performed;** for example, any design-to-cost requirements

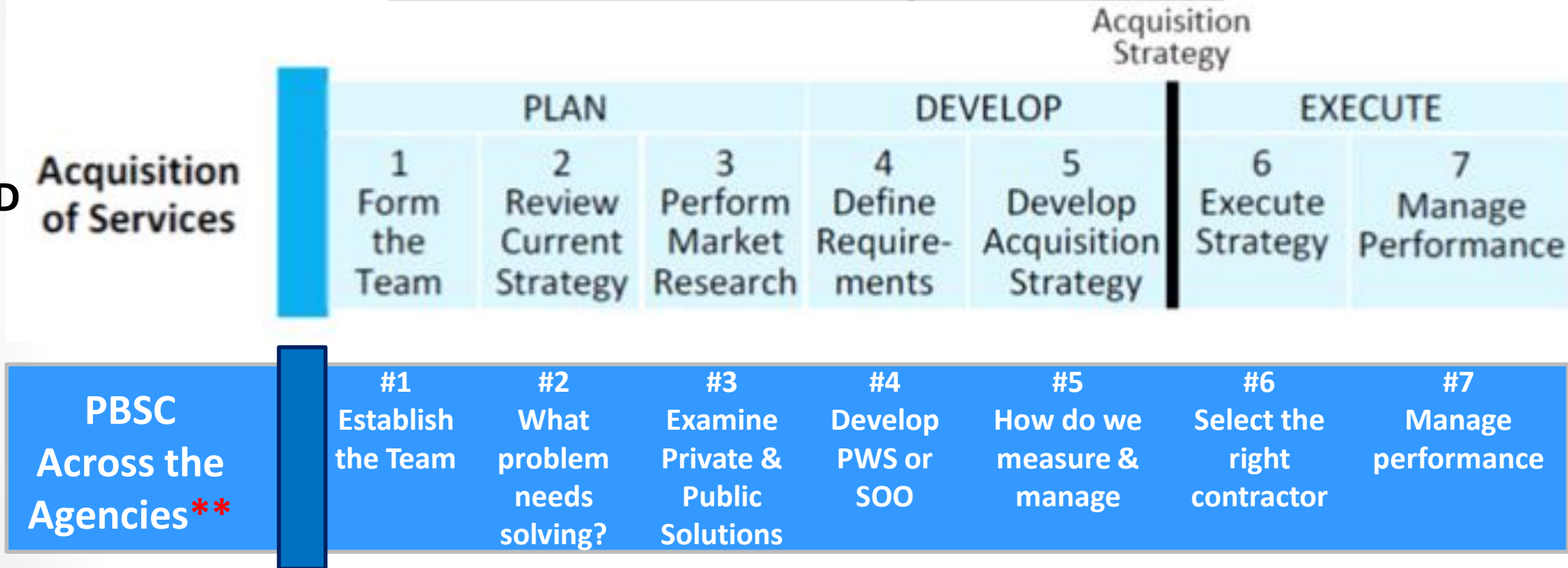
Case studies / best practice perspectives (delving a bit deeper)

Services versus Products...

Note: Annex contains expansion material on the PBSC (e.g., PWS) processes

The Government PBSC Acquisition Process

DoD



The two approaches are not 100% in alignment, but differences are very minor (e.g., ...is it the end of Step 4 or beginning of Step 5?)

Requests for Proposal (RFP) – The Basics

Another one of those terms our community does not handle “accurately”...

- **FAR Guidance**

- ...RFP versus IFB versus RFO (or ITO) versus RFQ...

What do they contain?

- Some key interrelationships between sections...

Case studies / best practice perspectives (delving a bit deeper)

- Industry Response Timing...
- R&D versus Production
- Services versus Products

- **Summary and Q&A**

Requests for Proposal (RFP) – The Basics Summary

Another one of those terms our community does not handle “accurately”...

- **FAR Guidance**

- ...RFP versus IFB versus RFO (or ITO) versus RFQ...

What do they contain?

- Some key interrelationships between sections...

Case studies / best practice perspectives (delving a bit deeper)

- Industry Response Timing...
- R&D versus Production
- Services versus Products

Q&A

3 Poll questions
Then Open Q&A

Question 1:

- Which of the following industry responses are solicited using an RFP? (Select the most correct answer.)
 - A. Estimate
 - B. Quote
 - C. Bid
 - D. Proposal
 - E. All of the above
- **Answer: D. (Proposal)**

Question 2:

- Which of the following RFP Sections is the most important (to industry)? (Select the most correct answer.)
 - A. Section A (SF 33)
 - B. Section B (Supplies or Services, and Prices/Costs)
 - C. Section C (SOO/SOW/PWS)
 - D. Section M (Evaluation Criteria)
 - E. Sections A-M

- **Answer: A-M (E.)**

Question 3:

- **As Industry, you must specifically write your solution to all (100%) tasks in the SOW? (Select the most correct answer)**
 - A. True
 - B. False
- **Answer: B (False, Section L specifies what Industry must respond to in their proposal)**

Annex

Government PBSC RFP Cycle

Performance Based Services Contracts Steps 1-3

PBCS Acq. Step	Intent	Key Features	Opportunity for Industry Due Diligence
1. Establish the Acquisition Team “Integrated Solutions Team”	The acquisition team should be customer-focused and plans and manages the service requirement <u>throughout</u> its life cycle (A.K.A. Cross-Matrix Team)	<ul style="list-style-type: none"> • One goal: Supported (Serviced) Organization Mission Accomplishment • Multi-disciplinary team (AKA Integrated Solutions Team) begins with the customer and end with the contractor (PM, Tech, CO, QA, SB, Cost/Price, Budget, Legal, etc.) <ul style="list-style-type: none"> • NOT a training ground - experts to answer: What do I need? When? How do I know when it is good? Understand supported Org. CONOPs • Ensure senior management involvement & support • Develop & maintain knowledgebase across program life 	<ul style="list-style-type: none"> • If new requirement, likely significantly pre-dates the RFIs (and SSs), Industry Days, and DRFPs; if a recompete, Gov’t will process faster (closer to DRFP/RFP), with existing program team supplemented with new skills needed • New: If this is a critical market area for Industry, “new” should be no surprise – accomplish “BD to the client” early validate and initiate formal capture • Recompete: You should have already validated, and be in capture • Capture: Develop Strategy-to-Win (STW) & drive to full baseline solution: <ul style="list-style-type: none"> • Tech, Mgt, Pricing, Past Perf, Staffing, Corporate Risk, Contracts (inc. Clause “watch list”, etc.), Orals, etc. • Develop plan/prep Pre & Post Protest, & to “counter protest” (inclusion in proposal)
2. What problem needs solving?	<ul style="list-style-type: none"> • Link to supported mission and performance objectives • Define desired results (high level) • What does success look like? (high level) • Current level of performance 	<ul style="list-style-type: none"> • NEW: What is the problem the agency (supported) needs to solve? What results are needed? Will it meet Org./mission objectives? (must relate to Org’s Govt Perf and Results Act goals & objectives, and President’s Mgt Agenda) • Current: How well does the current contract meet the need? Changing needs? Improvements possible? Challenges? (Expect change in needs, metrics, improvements) 	
3. Examine Private & Public Solutions	<ul style="list-style-type: none"> • DO NOT develop requirements documents (SOO or PWS) yet • Effort comparative to size of acquisition • What is “the art of the possible” by supported org. mission, objectives and goals • How should “we” shape requirements and negotiations to leverage market • What are new/emerging capabilities that may affect above (e.g., AI?) 	<ul style="list-style-type: none"> • Full team Market Research to leverage lessons from public sector & leverage commercial (scale) capabilities, technologies, and competitive forces to meet the need <ul style="list-style-type: none"> • SSs, RFIs, Industry Days, Pre-Solicitation Conference, or PICK UP THE PHONE • Consider one-on-one meetings (more effective than pre-solicitation conferences) with industry (Requirements have not been developed, so disclosure is not an issue) • Focus on offerings, capabilities, and practices • Examine if there are current contracts in place 	<ul style="list-style-type: none"> • Become “known” to the program office as “one I should call...” (advantage is time to RFP, not unfair competition) – very structured BD, or Capture • Active participation in SSs, RFIs, Industry Days, Pre-Solicitation Conference – and have a response team approach to when they “pick up the phone” • Continue and update Capture (see above, plans, baseline, STW, pre & post protest, and counter protest) <ul style="list-style-type: none"> • Include contracts shop and legal due diligence of data from the Government (e.g., SS, RFIs, Industry Days, Calls) No surprises later to data we had “yesterday”

Performance Based Services Contracts Step 4

Step / Intent	PWS Key Features	OR SOO Key Features
<p>4. Develop PWS or SOO</p> <p>Define the “what” the contractor must meet, and to what performance standard (and potential margins), let the contractor come up with the “how” (and labor mix)</p>	<ul style="list-style-type: none"> • Conduct a risk analysis: Business, Technical, Funding, Process, Organizational (also environmental, security, safety, Occupational Health) • Conduct a job analysis (inclusive of re-engineering potential) <ul style="list-style-type: none"> • 1) Desired Outcome - What must be done to satisfy the requirement? • 2) Outcome analysis - What tasks must be accomplished to create the outcome? • 3) Performance Analysis – When/how will I know the outcome is acceptably achieved (performance standard)? How much deviation from the performance standard can I accept from the contractor (if any)? • Derive the following from the analysis: 1) Requirement in terms of outcomes. 2) Measurable performance standards. 3) Acceptable Quality Levels (AQLs) • Apply the “so what” test - DO NOT include how (analysis is of “what”, not “how”) <ul style="list-style-type: none"> • Once all outputs are identified – ask “Is that output still required? “: Who needs it? Why is it needed? What is done with it? What result occurs? Is it worth the cost? • Capture the results of the analysis in a matrix <ul style="list-style-type: none"> • Desired Outcomes - at end of contract • Required service – What (not HOW) task must be accomplished for the result • Performance Standard – Completeness, reliability, accuracy, timeliness, customer satisfaction, quality, cost? • Acquisition Quality Level – How much error will we accept? • Monitoring Method – How will we determine the performance is achieved? • Incentives/Disincentives – for meeting (or not) performance standards – best reward/penalty for good/poor performance • Plan to have the contractor solve the problem (AND labor mix) – do not “over spec” (get the same solution from all bidders) 	<ul style="list-style-type: none"> • Note 1: If used instead of a PWS, vendor creates the C-PWS and that PWS replaces the SOO in the contract (in Section C of the RFP) • Conduct a risk analysis (see PWS) • Steps: <ul style="list-style-type: none"> • Develop the Acquisition “Elevator Message” <ul style="list-style-type: none"> • An explanation of how this acquisition relates to the agency’s program or mission need and what problem is it solving (identified on Step 2) • Describe the scope <ul style="list-style-type: none"> • A simple statement (~paragraph) helping competitors understand the size and range of the services needed • Note: bidders must be able to derive some indication of budget authority (\$\$\$), so the solution can be sized as realistic and competitive • Provide performance objectives of the SOO (overall) <ul style="list-style-type: none"> • Back to Step 2 – written in terms of mission related and measurable objectives • Make sure Government and contractor share objectives <ul style="list-style-type: none"> • Leverage that acquisition objectives are derived from agency strategic performance plans, program authorization docs, budget & investment docs which are all available to the bidding contractors • Identify constraints <ul style="list-style-type: none"> • Identify any regulatory constraints that set requirements & constraints • Develop the background <ul style="list-style-type: none"> • Brief overview of the program – with web links as available; list GFE, GFI, etc. as needed for Contractor due diligence

Industry Due Diligence: VERY active participation in SSs, RFIs, Industry Days, Pre-Solicitation Conference; Continue and update Capture (see Step 1 & 2, plans, baseline, STW, pre & post protest, and counter protest); Include contracts shop and legal due diligence of data from the Government (e.g., SS, RFIs, Industry Days, Calls) **No surprises later to data we had “yesterday”**

Performance Based Services Contracts Step 5

Step / Intent	Measuring & Managing Performance Key Features (QA & Metrics)	Measuring & Managing Performance Key Features, (QA & Metrics)
<p>5. How do we measure & manage</p> <p>Back in Step 2, we asked <i>“Where do I want to go, and how will I know when I get there? – This activity provides the overall performance measurement and management approach required to be ready to move into Execution (Step 6)”</i></p>	<ul style="list-style-type: none"> • Draft QASP – Quality Assurance <u>Surveillance</u> Plan - Documents <u>Government Quality Oversight Process, AQLs, etc.</u> - Defense and non-Defense may differ here on order of development – in Defense it is part of Step 4, in Non-Defense is Step 5 • [QASP is a Government document guiding their QA oversight of contract, the QAP is a contractor document laying out how the contractor plans to conduct QA to the performance objective standards] • QASP is a “living document” modified over time as performance warrants – link each performance objective to method of inspecting in QASP • Methods of Surveillance: metrics, random sampling, periodic inspection, 100% inspection, customer feedback, 3rd party audits • Sampling Guide: a written procedure of what will be checked. How?, the AQL <ul style="list-style-type: none"> • Checklists: Used to record what has been checked by a sampling guide and to record information on contract items not covered by sampling • Decision Tables: contains different examples of unsatisfactory performance, probable cause factors, and the resulting consequences • Questions to answer during Draft QASP review: <ul style="list-style-type: none"> • Is the value of evaluating the contractor’s performance on a certain task worth the cost of surveillance? • Has customer feedback been incorporated into the QASP? • Have assessment tools, i.e., methods of surveillance, sampling guide, etc., been provided in the QASP? • When practicable, rely on commercial quality standards <ul style="list-style-type: none"> • Contractor specific proposed metrics and the specifics of the QA Plan can provide a clear basis for Source Selection evaluators by defining differentiators for scoring 	<ul style="list-style-type: none"> • When practicable, rely on commercial quality standards, continued • Consider having the contractor develop a draft QASP as part of their proposal (especially is the Government chooses to use a SOO rather than an SOW) –enabling the contractor to develop their own solution (not over specified by the Government) this provides <i>Contractor flexibility in proposing solutions</i> (discussed in Introduction Expected Outcomes) <ul style="list-style-type: none"> • FAR 46.102 pushes toward using commercial QA systems – significantly reducing burden and cost for the Government • Back in Step 3, Examine Private & Public Solutions (Market Research and Analysis) we would identify both Government and Commercial Best Practice Standards used for similar services contracts (e.g., ISO 9000, Carnegie Mellon SEI models for maturing delivery approaches for people, process, and technology improving business performance) • Limit measurement to few, truly important metrics, directly tied to specific performance objectives of the acquisition <ul style="list-style-type: none"> • Cost of measurement does not exceed value of performance, and somewhat corollary: Most expensive cost of measurement, saved for most risky, and mission-critical requirements • Performance metrics are negotiable (performance objectives are generally not) – intended to address quality concerns by exception, not inspection • Reserve the right for Government changes in metrics and measures <ul style="list-style-type: none"> • When meeting (regularly) with the contractor, ask: “Are we measuring the right thing?”

Industry Due Diligence: Active participation in SSs, RFIs, Industry Days, Pre-Solicitation Conference, DRFP releases; **Continue and update Capture** (see Step 1 & 2, plans, baseline, STW, pre & post protest, and counter protest); Include contracts shop and legal due diligence of data from the Government (e.g., SS, RFIs, Industry Days, Calls) **No surprises later to data we had “yesterday”**

Performance Based Services Contracts Step 5, Continued

Step / Intent	Measuring & Managing Performance Key Features (Contract Type & Incentives)	Measuring & Managing Performance Key Features (Contract Type & Incentives)
<p>5. How do we measure & manage</p> <p>Back in Step 2, we asked <i>“Where do I want to go, and how will I know when I get there? – This activity provides the overall performance measurement and management approach required to be ready to move into Execution (Step 6)</i></p>	<ul style="list-style-type: none"> • Contract Type & Incentives – should be positive, but include remedies • Contract-type order of precedence (1st type of incentive considered) <ul style="list-style-type: none"> • FFP performance-based contract • Performance-based contract not FFP <ul style="list-style-type: none"> • FFP is NOT a “one size fits all” – force fitting can result in higher prices (FFP is when “risk is minimal” or can be predicted accurately • Use negotiations in picking a contract type tying profit to performance • A contract not performance-based • Contract type can also be hybrid (Fixed price and cost-type) • Incentive type contracts <ul style="list-style-type: none"> • Contract types vary in degree and timing of the risk (and responsibility) assumed by the contractor for their costs of performance; and the amount of profit incentive offered for achieving or exceeding standards/goals • As the Government assesses the requirements and uncertainty in contract performance – select the contract type that places the appropriate degree of risk, responsibility, and incentives on the contractor for their performance <ul style="list-style-type: none"> • FFP – fully responsible for performance costs (enjoys or suffers the profit) • FPI – final negotiated price based on a formula relating cost to target cost • FPAF – when contractor performance can not be measure objectively • CPIF & CPAF – when FP is not appropriate because of uncertainty of costs • CPFF – Allowable/allocatable costs + negotiated Fee • Other incentives can be negotiated (e.g., when incentive funding is limited) 	<ul style="list-style-type: none"> • Award term <ul style="list-style-type: none"> • Contract PoP can be lengthened for good performance, or shortened for poor performance (like CPAF, 3 years minimum 10 years max) • Best applied when an SOO us used (Contractor develops the PWS, more freedom in solution and management) • No one size fits all incentive...geared toward acquisition, marketplace, performance objective – incentives like metrics are negotiable <ul style="list-style-type: none"> • Can include a multitude of other incentive tools (payments, schedule, past performance evals, value engineering, share-in-savings) • Management by relationship rather than just management by contract <ul style="list-style-type: none"> • What is valued: <ul style="list-style-type: none"> • Trust and open communication & Strong leadership on both sides • Ongoing and honest self-assessment (both sides) & Ongoing interaction • Mutual benefit / value throughout the term • E.g., a common forum for this to take place (in addition to being woven into all interaction) – such as a “Board of Directors” (top officials both sides) • Survey of Government Evaluators: What are the top things Government Program Offices/Managers want from Contractor Program Management? <ul style="list-style-type: none"> • Effective program leadership • Clear organizational structure • Ability to stay on schedule • Responsiveness to the needs of the Government • Atmosphere of cooperation re: Government participation and oversight

Industry Due Diligence: Active participation in SSs, RFIs, Industry Days, Pre-Solicitation Conference, DRFP releases; Continue and update Capture (see Step 1 & 2, plans, baseline, STW, pre & post protest, and counter protest); Include contracts shop and legal due diligence of data from the Government (e.g., SS, RFIs, Industry Days, Calls) **No surprises later to data we had “yesterday”**



Performance Based Services Contracts Step 6 & 7

Step / Intent	SCOPE LIMITED - Select The Right Contractor Key Features	SCOPE LIMITED - Manage Performance Key Features
<p>6. Select The right contractor</p> <p><i>From considering GWACs, MACs to Pre-Posting, Posting, Source Selection, Award, Debriefs, Finalize QASP, Post Award Transition</i></p> <p>7. Manage performance</p> <p><i>Team, Kick-off, and Relationship</i></p>	<ul style="list-style-type: none"> • Completing the acquisition solution <ul style="list-style-type: none"> • <i>Prior to Posting (depending on method above) -</i> <ul style="list-style-type: none"> • <i>Select method for acquisition: RFP or RFQ or IFB via FAR Part 8.4 (FSS), FAR Part 12 (Commercial), FAR Part 13 (Simplified), FAR Part 14 (Sealed), FAR Part 15 (Negotiated), FAR Part 16.5 (ID/IQ, MACs, GWAC), FAR Part 19 (SBs)</i> • <i>CO complete other documentation (multiple here)</i> • <i>FSM and CO determine source selection evaluation team & conduct training (committed though entire process of source selection)</i> • <i>Significant Best Practice: Consider issuing a “DRFP” (Can be in Step 5, e.g., Defense, or 6, other agencies)</i> <ul style="list-style-type: none"> • Use of a DRFP (draft SOO, or DRAFT PWS; Draft Section L (Proposal Instructions, conditions, and notices to offerors) & M (Evaluation Factors for Award), potentially QASP), and other draft RFP documents to gain Industry Feedback • Gives contractors a “head start” on planning for and developing their proposal response • Disadvantage is time it takes to deal with industry feedback • <i>Issue Final RFP (and assure documentation is made available to the public)</i> • <i>Conduct source selection of the offeror who represents the best value IAW the evaluation criteria in the RFP (that also followed Section I, Instructions)</i> • <i>Pre-award documents (pre-award surveys, pre-negotiation responsibility clearance, Congressional 72-hour notification for awards over \$1M)</i> • <i>Upon receipt of above approvals, execute the contract</i> • <i>Debriefs, finalize QASP</i> 	<ul style="list-style-type: none"> • Administrative Team: Functional Services Manager, Contracting Officer’s Representative, Contracting Officer, QA Specialist, Contractor, Legal • Kick-Off meeting <ul style="list-style-type: none"> • Review the FSM performance management process • Review each individual requirement stated in the PWS, SOW, and any attachments, update the QASP • Ensure the incentive plan is introduced and understood by everyone • Provide COR introductions (and responsibilities and authority, e.g. can not direct a change in contract terms or conditions, only the CO can) • Explain the Contractor Performance Assessment Reporting System (CPARS) and how it will be used to document the contractor’s performance • Relationship Maintenance <ul style="list-style-type: none"> • To complete the transition from acquisition to performance, the contractor is incorporated into the performance management team • An essential element of performance management is open and frequent communication between the government and the contractor • Ensure the contractor clearly understands how performance is being measured to ensure there are no surprises • Characteristics of strong relationships include the following: <ul style="list-style-type: none"> • Trust and open communication • Strong leadership on both sides • Ongoing, honest self-assessment • Ongoing interaction via daily engagement, meetings, reports, or CPARS • Ensuring mutual benefit or value throughout the relationship

Industry Due Diligence: Active response to Q&A (Draft and final RFPs), Continue and update baseline, STW, pre & post protest, and counter protest) and now proposal – Continue to include contracts shop and legal due diligence of data from the Government – answer specifically what they ask, make sure you are ready for a Pre-submission Protest if needed – submission, ENs, negotiation – Post Award, follow relationship guidelines – and communicate, expect change in execution

Contacts

Rick “A to Z” Agopsowicz | Executive Vice President, Program Execution

(C) 210-316-8579 | (O) 657-207-0040

6 Centerpointe Drive, Suite 700, La Palma, CA 90623

Rick.Agopsowicz@CorVantagellc.com

CORVANTAGE



Rick “A to Z” Agopsowicz
Executive Vice President, Program Execution
CorVantage, LLC.

www.publiccontractinginstitute.com

1-202-775-7240

Richard “Rick A to Z” Agopsowicz

CorVantage, LLC. Executive Vice President, Program Execution



“Rick A to Z” leads CorVantage Program Execution of client strategies and programs to achieve their Business Objectives through Market Analysis, Pipeline and Business Development, Capture, Negotiations, and Public Sector Program Execution.

Professional Experience:

“A to Z” has over 45 total years of Government and Industry experience in operations and government acquisition across R&D and operational programs, complex program management, systems development engineering, Information Assurance, Information Operations/Cyber Development & Special Technical Operations, and business capture.

During his preceding 30-year career with the U.S. Air Force, he held positions from B-52 operational squadron level up to that of Director at the Air Force Information Warfare Center. He has spent 20+ years as an industry senior executive working with over 50 clients winning and executing programs. This includes leading over 170 campaigns across 42 Federal Agencies and 17 State & Local Governments as well as commercial business-to-business. He has worked in defense, homeland security, intelligence, Special Operations, energy, health and human services, biotechnology & life sciences, IT/telecommunications, and transportation.

“A to Z” is actively involved in the Professional Services Council, Washington Homeland Security Roundtable, Coast Guard Industry Academy Alumni Association, University advisory boards, and Technology Incubators & Accelerators. He is a guest lecturer at Defense Acquisition University DAWIA Senior Program Management and Contracting Officer courses. He also is a professional educator in Accessing Government non-dilutive R&D Funding, Source Selection Evaluation, Innovative Contracting, DoD Adaptive Acquisition Framework, and Best Practices in Business & Capture Leadership with George Mason University, Public Contracting Institute, and Federal Publications Seminars as well as directly with CORTAC Clients.

About CorVantage, LLC. For more than 14 years, our team has worked together providing proven leadership to help our clients succeed in Business Expansion & Capture, and Public Sector Program execution. We bring a team of seasoned professionals which have demonstrated success and a commitment to foster a collaborative team environment. Our team leaders have an average of more than 25 years of experience capturing and managing multi-billion-dollar projects.

Richard “A to Z” Agopsowicz

Selected Previous Experience

EVP, Business Capture & Program Sector Execution, CORTAC Group, Inc.

Managing Director, Business Development, Robbins-Gioia, LLC.

Senior Vice President, Capture Practice, Steven Myers & Associates

Director, US Air Force Information Warfare Center (AFIWC/RM), and Technical Director, Advanced Programs “Skunk Works”

Planner and operational lead conducting special operations in support of SOCOM, EUCOM, CENTCOM, LANTCOM, Intelligence Community, and UK MOD

Conceptualized, organized, and led the development & employment of National level capabilities during Desert Storm Joint Force Component/Task Force Activities

Program Manager, Air Force Information Systems Security Research & Development

B-52 Squadron and Wing Combat Crew Flight Instructor (Defensive Air tactics, techniques, and procedures) and Combat Crew Training School Flight Instructor

Strategic Air Command, 1st Combat Evaluation Group, COMBAT SKYSPOT instructor, as well as assigned to multiple 1CEVG Sites

About CorVantage, LLC. For more than 14 years, our team has worked together providing proven leadership to help our clients succeed in Business Expansion & Capture, and Public Sector Program execution. We bring a team of seasoned professionals which have demonstrated success and a commitment to foster a collaborative team environment. Our team leaders have an average of more than 25 years of experience capturing and managing multi-billion-dollar projects.