



SESSION GUIDE
SEASON 2023, EPISODE NINE
May 3, 2023
FAR PART 15:
CONTRACTING BY NEGOTIATION

I. Introduction

In the previous chapter, we discussed contractor qualifications and a frequently used procurement method called “sealed bidding”. In this chapter, we will discuss another major method of procurement (which, incidentally, also rests on the “bedrock” of contractor qualifications): contracting by negotiation. As we know from the previous chapter’s discussion, most contracting dollars are awarded based upon some form of discussions and negotiations between contractors and the U.S. Government. In this chapter, we will see a general overview of how contracting by negotiation works, as well as the life cycle of a negotiated acquisition. In the next chapter, we will focus specifically on contract pricing in contracting by negotiation.

Broadly, there are two types of negotiated acquisitions: sole source acquisitions and competitive acquisitions. During each type, the Government is permitted to communicate with contractors to establish an agreed upon price and technical approach prior to contract award. But what is negotiation in the context of Government contracting? Black’s Law Dictionary defines “negotiation” as the “deliberation, discussion, or conference upon the terms of a proposed agreement; the act of settling or arranging the terms and conditions of a bargain, sale, or other business transaction.”

Some people may think that negotiation is not an appropriate word to use in Government contracting, because Government contracts contain prescribed (“boilerplate”) contract clauses. However, this could not be further from the truth. While the Government may not be willing (or permitted) to negotiate wording changes to every contract clause, it must still determine (and therefore may negotiate) price, conditions of performance, contract type (under certain circumstances), which non-mandatory clauses to include, and myriad other factors. Contracting by negotiation is therefore a wonderfully appropriate way to describe the process by which the Government operates in this instance!

Exercise 1 – Setting the Stage

Under what circumstances is it appropriate to use the contract by negotiation procurement method? [Hint: Check out **FAR 6.401**].

II. The Two Types of Negotiated Acquisitions

As we mentioned in the Introduction, there are two types of negotiated acquisitions: sole source and competitive. Both types use contracting by negotiation techniques, but there are a few key differences in how they are treated.

A sole source acquisition is exactly what it sounds like. In that type of procurement, the Government has determined, in accordance with **FAR Part 6**, that awarding a contract with “other than” full and open competition is permissible. Sole source acquisitions do not require the Government to include solicitation information like evaluation criteria or formal proposal instructions. The Government, however, must still request that contractors submit a formal technical proposal and sufficient information needed to perform an adequate price or cost analysis. In this type of procurement, the Government often asks for more price/cost information than in a “competitive acquisition,” or creates a more detailed internal cost estimate to support its assessment of whether the offered price is “fair and reasonable.”

Competitive acquisitions are also exactly what they sound like. For competitive acquisitions the Government anticipates that more than one contractor is capable and interested in offering its goods and services to meet a certain agency’s needs. In that situation the Government has three major responsibilities: minimize the complexity of the process, create an impartial and comprehensive evaluation process for all offerors’ proposals, and select the proposal which represents the “best value” to the Government.

“Best value” is a bit of a loaded term. It does not necessarily mean the cheapest price! There are two ways in which the Government can determine whether a proposal represents the “best value.” The Government may use either the “tradeoff process” or the “lowest price technically acceptable (LPTA) process.” These processes form the two ends of what **FAR 15.101** calls the Best Value Continuum.

The Government uses the tradeoff process when it must balance contract price against technical qualifications. See **FAR 15.101-1(a)**. Perhaps the lowest-priced proposal has an abysmal technical rating, or the highest technically rated proposal has an unrealistically high price tag. In cases like those, the

Government must “trade off” price differences with technical quality/capability to find the best overall “value”. This end of the Continuum is the most flexible end, but it also requires significant documentation. If the awardee did not offer both the best quality and lowest price proposal, agency heads (as well as potential protestors) will want to know how the source selection authority made the tradeoff decision.

A good “real life” model for the tradeoff process is buying a car. Deciding what brand, model, and options to select inherently involves the same kinds of questions. Do I want to spend more money for a backup camera or proximity sensors, or all-wheel drive? Do I *really* need a BMW?

At the other end of the Continuum is the LPTA process. The Government is explicitly not permitted to trade anything off when using the LPTA process. **15.101-2(b)(2)**. Instead, the Government evaluates all proposals and then determines which ones are “technically acceptable.” In other words, it determines which proposals satisfy the technical criteria in the RFP. After the Government determines which proposals meet the minimum technical requirements, it then chooses the proposal with the lowest price. At this point, the Government chooses based on price and price-related factors, much like in a sealed bidding procurement.

III. The Life Cycle of a Negotiated Procurement

There are 15 stages in the life of a negotiated procurement. These stages apply to both processes we discussed above. We will study the stages in chronological order:

1. Pre-solicitation
2. Development of the Request for Proposal (RFP)
3. Release of the RFP
4. Exchanges between offerors and Government (before proposal due date)
5. Development of proposals
6. Submission of proposals
7. Evaluation of proposals
8. “Exchanges” with offerors (after proposal receipt but before establishment of competitive range)
9. Establishment of competitive range
10. Exchanges with offerors (after establishment of competitive range)
11. Government request for revised or final proposals
12. Government selection of successful offeror
13. Award to successful offeror
14. Notification to unsuccessful offerors
15. Post-award debriefing of offerors

The Government occasionally receives unsolicited proposals, which must be evaluated in a way like how a regular negotiated procurement would be evaluated. The Government will typically entertain unsolicited proposals only if they offer a technology or concept that is particularly “innovative and unique.” We will discuss unsolicited proposals more in depth later in this Session Guide.

A. Pre-Solicitation

The Government first identifies a need for a particular good or service in the pre-solicitation stage of the **FAR Part 15** procurement. At this point, as we discussed in prior chapters, exchanging information between Government and industry is not just allowable—it’s specifically permitted and encouraged in **FAR 15.201(a) and (c)**! The goal of the pre-solicitation stage is to “improve the understanding of Government requirements and industry capabilities.” **15.201(b)**. During this stage, agencies may freely disclose general information about their needs and future requirements. If an agency discloses information to one or more offerors that is specific to a proposed acquisition, the agency must then make that information public as soon as practicable to all interested offerors. The Government must take care, however, not to reveal a particular contractor’s business approach or technical strategy when making such a disclosure.

Question 1 – Identify five topics that a contractor might wish to discuss with the Government during the “pre-solicitation” stage. [Hint: Check out **15.201**]

B. Development of the RFP

A solicitation for offers under a **FAR Part 15** procurement is called a Request for Proposals, or RFP.

Question 2 – Identify the four specific types of information that must be described in all RFPs for competitive acquisitions. What a contractor should do if required information is missing from the solicitation. [Hint: check out **15.203**]

In most instances, the RFP will be presented to contractors in written or electronic form. The Government may also issue oral RFPs in limited circumstances, such as emergency acquisitions or acquisition of perishable goods.

When preparing the RFP, the Government should be sure to adhere to the Uniform Contract Format contained in **15.204-1**. You may notice that this format is identical to the one prescribed in **Part 14**, although certain sections (e.g., evaluation criteria) may be much more detailed. The Government will also use this format when preparing the contract itself. The Uniform Contract Format ensures that no information is left out and that everything is easy to find.

Question 3 –Identify where in the standard solicitation format a procuring contracting officer would include the following information.

Performance Schedule	Section: _____
The name of the Contracting Officer	Section: _____
A “special” indemnification provision	Section: _____
Proposal font size and page limitation	Section: _____

C. Release of the RFP

The next step addresses how the Government publicizes and issues an RFP. The Government must release the RFP in compliance with **5.102, 19.902-4**, and the entirety of **Part 6**. We discussed **Parts 5 and 6** in depth in Chapter 3, so if you need a refresher, check that chapter out again. We will discuss the special requirements of **Part 19** (Small Business Programs) in Chapter 13.

Question 4 – The FAR Council informs at **FAR 5.203** that a procuring contracting officer must provide contractors with at least 30 days to respond to a **FAR Part 15** solicitation. When and what can a contractor do if it believes the stated proposal due date is not reasonable?

D. Exchanges Between Offerors and the Government (before proposal due date)

The FAR acknowledges that exchanges between the Government and interested offerors may occur before the submission of proposals. Often, offerors will ask the Government to clarify language in the RFP. Such questions are permitted, but all answers provided to one contractor must be shared with all potential offerors, generally in the form of an amendment to the solicitation. **FAR 15.206**. If an amendment is issued *before* the proposal due date, then the Government must issue the amendment to all parties that received the solicitation. If an amendment is issued *after* the proposal due date, however, the Government needs to issue the amendment only to offerors that have not been eliminated from the competition.

E. Development and Submission of Proposals

This stage is all about the proposal “do’s and don’ts” that all successful offerors follow.

The first “do” is to read the solicitation fully before starting to write anything. In fact, many contractors require their “capture teams” to read it as least three times before they start drafting proposals. The second “do” is to follow all the instructions set forth in Section L of the solicitation (including the time

and place of proposal submission). The Government requires strict compliance with solicitation instructions. If an offeror fails to comply with any of the terms of section L, a CO is fully within his/her rights—and in some instances is required—to reject a contractor’s proposal immediately without further consideration or discussion.

The big “don’t” is don’t forget to include proper protective language in your proposals. If an offeror fails to properly mark its proposal in accordance with the specific language set forth at **FAR 52.215-1(e)**, the Government may treat any information included in the proposal (including proprietary technical and pricing information) as if it is not protected at all. Also, “don’t” forget to acknowledge all solicitation amendments and the proposal validity date—that is, the date on which the proposal comes into force. Failure to comply with this simple request could lead to rejection of a proposal or failure of what should have been a successful bid protest filed by a disappointed offeror.

Question 5 – If not specified in the solicitation, by what time must interested offeror submit their proposals to the Government?

F. Evaluation of Proposals

The Government is required to evaluate every proposal that it timely receives, in accordance with the evaluation factors and sub-factors specified in the RFP. This promotes fairness in contracting; if the Government were permitted to change the rules of the game by ignoring specified evaluation factors (or adding unspecified evaluation factors), that would hardly support the Guiding Principles of the FAR. **15.303(b)(4) and 15.305(a)**.

Question 6 –Which evaluation factor must be considered as a part of every source selection?

G. “Exchanges” with Offerors (after proposal receipt but before establishment of competitive range)

FAR 15.306 permits two types of “exchanges” with offerors **after** proposal submission and **before** establishment of the competitive range: Clarifications and Communications. Clarifications are “limited exchanges, between the Government and offerors” and are often used when the Government intends to award a contract with no input from offerors beyond submission of their proposals. **15.306(a)**. Offerors may communicate with the Government to clarify certain points of their submitted proposal, such as the relevance of specific past performance information, or to resolve minor or clerical errors.

In contrast, Communications are “exchanges, between the Government and offerors, after receipt of proposals, leading to establishment of the competitive range.” **15.306(b)**. Communications are used when the Government will accept input from offerors regarding proposal evaluation. Communications can also be used to correct minor or clerical errors and adverse past performance information. Note that an offeror *may not* use a communication to revise its proposal but can only address issues such as ambiguities in the proposal or other perceived weaknesses.

H. Establishment of Competitive Range

Upon initial evaluation of contractors’ proposals, the Government creates what is known as the competitive range. **15.306(c)**. The competitive range essentially consists of “all of the most highly rated proposals” (unless the range is reduced for efficiency reasons). This means that the competitive range can vary significantly from procurement to procurement. Maybe cost is more important than quality; maybe accessibility is more important than cost. Each acquisition will establish the competitive range differently. Not all negotiated acquisitions must establish a competitive range, though; only acquisitions which allow for communications (instead of clarifications) must have a competitive range, as we note below in III.J.

If an offeror is excluded from the competitive range, or is eliminated from competition in some other way, it may request a debriefing, either pre-award or post-award. **15.505** and **15.506**. We will examine post-award debriefing in III.N. When an offeror requests a debriefing, the CO must comply as soon as practicable, unless there is a compelling reason to deny the offeror’s request. **15.505(b)**. In addition, an excluded offeror may protest its exclusion from the competitive range, although this rarely occurs—after all, how likely is it that an offeror whose proposal was excluded because it was not one of the “most highly rated” will be successful in winning the contract award, even if it successfully protests its way back into the competition?

I. Exchanges with Offerors (after establishment of competitive range)

After the Government has established the competitive range, it can conduct negotiations or discussions with offerors. **15.306(d)** defines negotiations as “exchanges, in either a competitive or sole source environment, between the Government and offerors, that are undertaken with the intent of allowing the offeror to revise its proposal.” Negotiations can include traditional bargaining-type practices. Discussions are just negotiations that take place after establishment of the competitive range. The Government *must* conduct discussions with each offeror that falls within the competitive range. **15.306(d)(1)**. The purpose of discussions is to maximize the Government’s ability to get best value; discussions may lead to improved proposals, as well as help the Government better apply the RFP’s evaluation factors. Additionally, if, during discussions, the Government concludes that an offeror is no longer among the most highly rated offerors, the Government may exclude that offeror at that moment, and need not trudge through the rest of the proposal, nor allow for proposal revision. **15.306(d)(5)**.

What must the Government address during discussions? At minimum, the CO must discuss deficiencies, significant weaknesses, and adverse past performance information not previously addressed by the offeror. **15.306(d)(3)**. The CO is also permitted to discuss other issues, but is not required to do so. Additionally, the CO need not address every part of the proposal that could be improved.

Note that the FAR places certain limitations on exchanges. Naturally, we don't want COs disclosing Company B's technical solutions or other proprietary information to Company X. We also don't want the Government to favor one offeror over another, or reveal names of individuals providing information about an offeror's past performance. Nor, of course, do we want COs to intentionally furnish source selection information to offerors that isn't meant for offerors, in violation of **3.104** and **41 U.S.C. § 423**. We also don't want COs to disclose one offeror's pricing information to another offeror without consent—although a CO is permitted to tell an offeror that its price is too high or too low.

J. Government Request for Revised or Final Proposals

Once discussions are concluded, the Government *shall* allow all offerors still within the competitive range to submit final proposal revisions. **FAR 15.307**. Final proposal revisions must be submitted in writing, and the CO must establish a "common cutoff" date by which all offerors must submit their final proposal revisions. After this point, the Government will generally not accept any further discussion from offerors, and will not communicate with offerors until selection of the successful offeror(s).

K. Government Selection of Successful Offeror

The source selection authority (SSA) makes the final decision on selection of the successful offeror—or, in some situations, the successful offerors, plural. This decision must be based on "a comparative assessment of proposals against all source selection criteria in the solicitation." **15.308**. The SSA can rely on reports and analysis prepared by others, but ultimately must make the final decision based on their own independent judgment. The SSA must document its decision, and the documentation should include any rationale the SSA used to evaluate business judgments or tradeoffs. The documents should also include any benefits associated with increased costs, to show the tradeoffs made. However, the SSA need not quantify the tradeoffs on which it relied in its decision; it need only document them.

L. Award to Successful Offeror

Once the SSA selects the successful offeror or offerors, the CO awards the contract to the successful offeror. This happens when the CO gives the executed contract or some other notice of award to the successful offeror. **FAR 15.504**. Sometimes this happens with a degree of pomp and circumstance; usually, however, it is a low-key affair.

M. Notification to Unsuccessful Offerors

The contracting by negotiation process does not end with contract award. COs must also notify unsuccessful offerors of contract award within three business days after the contract is awarded. **15.503(b)(1)**. At minimum, this notification must provide 1) the number of offerors solicited; 2) the

number of proposals received; 3) the name and address of each offeror receiving an award; 4) the items, quantities, and any stated unit prices of each award (these terms must be made publicly available upon request); 5) in generalized terms, the reasons why the offeror's proposal was not accepted, unless disclosure of the price information above clearly indicates the reason. However, a notification to unsuccessful offerors should *never* include any proprietary or confidential information such as cost breakdown, profit, or trade secrets.

N. Post-Award Debriefing of Offerors

Any offeror, successful or unsuccessful, can request a post-award debriefing, provided the debriefing request is in writing and submitted within three days after contract award. **15.506(a)(1)**. As far as practicable, a CO should debrief the offeror within five days after receipt of the request. **15.506(a)(2)**. The information that is required to be provided during pre-award and post-award debriefings can be found at **FAR 15.505** (pre-award) and **FAR 15.506** (post-award).

If an offeror fails to timely request a debriefing, the offeror is not entitled to any debriefing; however, a CO may still accommodate an untimely request. Offerors should note, however, that accommodation of an untimely request *does not* move the deadline for filing a protest! The timing requirements for protests will be addressed later in Chapter 19.

An unsuccessful offeror may file a protest before or after contract award, and may file with the agency, with the GAO, or with the Court of Federal Claims. **FAR 15.507**. We will discuss the procedures for protest, which are contained in **Part 33**, in depth in Chapter 19.

IV. Unsolicited Proposals

The Government may sometimes accept unsolicited proposals, in accordance with **FAR 15.6**. However, this procurement method is used only to purchase especially innovative or unique ideas or solutions developed outside the Government. This means that many unsolicited proposals result in a research and development contract if the Government accepts the proposal. The Government cannot accept just any out-there idea, though; before even beginning the proposal evaluation process, the "agency contact point" must determine if the proposal meets the regulatory requirements for an unsolicited proposal, and if it is something the agency could use. **FAR 15.606-1**. A vague proposal that makes outlandish promises and completely ignores issues of cost or pricing would not make it through this process.

Additionally, any unsolicited proposal should comply with the marking requirements in **FAR 15.609**. This protects the offeror from possible Government disclosure of proprietary information. This is very important if the would-be contractor does not want to find its unique whiz-bang technology forming the basis of a new, competitive solicitation! The Government is not permitted to use any part of a properly marked unsolicited proposal as the foundation—or even part of the foundation—of a different solicitation, or during negotiations with another offeror. **FAR 15.608**. Note that restrictive markings generally cannot usually be added later. We will discuss restrictive markings in greater depth in Chapter 16.

Question 7 – There are four dos and two don'ts that make up a valid unsolicited proposal. What are they? [Hint: check out **FAR 15.603**]

Dos: the proposal *must*...

Don'ts:

Discussion Questions

1. **FAR 15.201(c)** identifies 9 different techniques that the Government can use to facilitate communications with contractors during the “pre-solicitation” state. Identify the 9 techniques and explain which technique you believe is most effective for the contractor.

2. Which sections in the standard solicitation format would not be found in an awarded contract?

3. The FAR Council informs at **FAR 15.306** that there are three things that the Government shall never do during exchanges with a contractor during FAR Part 15 negotiations. What are those three things?

4. What information is the Government required to provide a disappointed offeror who has requested a timely FAR Part 15 debriefing?

5. FAR 15.306 describes multiple types of “exchanges” that are permitted between the Government and an offeror during a FAR Part 15 procurement. Explain the differences between “communications”, “clarifications”, and “discussions”.

6. True or False? Holding Industry Days is a waste of time for the Government because contractors won’t share helpful information at these events. Explain your answer. [Hint: Check out the **Mythbusting Memos that are included in the original source materials for help with this one.**]

7. **FAR Question:** The FAR Council informs at FAR 15.208 that a “late” modification to an otherwise successful proposal may be accepted by the Government. Under what circumstance is the Government permitted to accept such a modification?

Answer Key

Exercise 1 – FAR 6.401 (b) Competitive proposals. (See part 15 for procedures.) (1) Contracting officers may request competitive proposals if sealed bids are not appropriate under paragraph (a) of this section. (2) Because of differences in areas such as law, regulations, and business practices, it is generally necessary to conduct discussions with offerors relative to proposed contracts to be made and performed outside the United States and its outlying areas. Competitive proposals will therefore be used for these contracts unless discussions are not required and the use of sealed bids is otherwise appropriate.

Answer 1 – 15.201 (c) describes topics that can be identified and resolved in pre-solicitation exchanges and includes acquisition strategy, feasibility of requirement, suitability of proposal requirements, evaluation criteria, & availability of reference documents.

Answer 2 – 15.203(a) RFPs at a minimum should include the Government's requirement, anticipated terms and conditions, information required to be in offeror's proposal and factors/subfactors used to evaluate the proposal with their relative importance.

Notify the Contracting officer to potentially amend the solicitation.

Answer 3 –

Performance Schedule	Section: <i>F</i>
The name of the Contracting Officer	Section: <i>G</i>
A “special” indemnification provision	Section: <i>I</i>
Proposal font size and page limitation	Section: <i>L</i>

Answer 4 – Contractors should reach out to the Government as early as possible during the solicitation stage and request an extended due date voluntarily. If the request is ignored, the contractor, should consider filing a “pre-award” protest which challenges the “reasonableness” of the solicitation’s proposal due date. It is important to note that any protest related to the language of a solicitation MUST be filed before the proposal submission due date.

Answer 5 – If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time. Also remember that local time refers to time for the designated Government office and not the offeror.

Answer 6 – With certain limited exceptions, cost or price to the Government and past performance must be evaluated in every source selection.

Answer 7 –

Do’s

(1) Be innovative and unique (2) Be independently originated and developed by the offeror; (3) Be prepared without Government supervision, endorsement, direction, or direct Government involvement; (4) Include sufficient detail to permit a determination that Government support could be worthwhile and the proposed work could benefit the agency's research and development or other mission responsibilities.

Don'ts

And every unsolicited proposal MUST NOT: (1) be an advance proposal for a known agency requirement that can be acquired by competitive methods; and (2) address a previously published agency requirement.

Discussion Questions Answer Key

1. Industry/business conferences; public hearings; market research; one-on-one meetings with potential offerors; presolicitation notices; draft RFP; RFIs; presolicitation or preproposal conferences and site visits.
- 2.
3. RFI's are the most valuable to industry - allows the contractor to show capabilities that could shape the subsequent solicitation
4. Sections K, L, and M
5. **FAR 15.306(e)** lists limits on exchanges that government personnel involved in the acquisition shall not engage in conduct that favors one offeror over another, reveals an offeror's technical solution; reveals offeror's price without permission; reveals reference names and knowingly furnishes source selection information in violation of **FAR 3.104** and **41 U.S.C.2102** and **2107**).
6. **FAR 15.506(d)** At a minimum, the debriefing information shall include- (1) The Government's evaluation of the significant weaknesses or deficiencies in the offeror's proposal, if applicable; (2) The overall evaluated cost or price (including unit prices) and technical rating, if applicable, of the successful offeror and the debriefed offeror, and past performance information on the debriefed offeror; (3) The overall ranking of all offerors, when any ranking was developed by the agency during the source selection; (4) A summary of the rationale for award; (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror; and (6) Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed.
7. Discussions are exchanges between the Government and offerors after a competitive range has been established and invite or permit offerors to revise their proposals.

Clarifications, on the other hand, are "limited exchanges." **FAR 15.306(a)(1)**. These exchanges do not allow offerors to revise their proposals, but may allow them to clarify certain aspects of their proposals or resolve minor clerical errors.

Communications are a third category of exchanges and occur before the competitive range has been established. See **FAR 15.306(b)**. Like clarifications, they do not allow offerors "to cure proposal deficiencies or material omissions, materially alter the technical or cost elements of the proposal, and/or otherwise revise the proposal." **FAR 15.503(b)(2)**. They are intended only to permit the Government to improve its understanding of proposals or past performance information, and address minor issues before a competitive range is established.

8. False - it provides an opportunity for contractors to ask questions that might help the Government understand concerns and therefore shape the solicitation

9. **FAR 15.208(b)(2)** However, a late modification of an otherwise successful proposal, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

APPENDIX

All of the following materials are linked below to PCI's website or to an online link.

[DSCA RFP Checklist](#)

This checklist, issued in November 2010, goes through the steps following the receipt of proposals after a typical RFP (Request for Proposals). The list includes certain specific RFP requirements for illustrative purposes but each should be tailored for specific RFPs.

[Evergreen Helicopters GAO B-409327.3](#)

A decision issued in April 2014 by the GAO in the matter of *Evergreen Helicopters of Alaska, Inc.* regarding the protest of agency corrective action in response to a prior protest that is denied wherein the agency limited proposal revisions because the record shows that the agency reasonably limited proposal revisions to remedy the concern that caused the agency to take corrective action.

[NOAA FAR 15 Process Map](#)

A visual guide issued by the National Oceanic and Atmospheric Administration providing a Process Map for FAR Part 15 Contracting by Negotiation.

[OFPP Myth-Busting – \[Part 1\]\(#\), \[Part 2\]\(#\), & \[Part 3\]\(#\)](#)

Memoranda issued by OMB for Chief Acquisition Officers, Senior Procurement Executives and Chief Information Officers on February 2011, May 2012, and January 2017. The subjects read "Myth-Busting": Addressing Misconceptions to Improve Communication with Industry during the Acquisition Process; parts 1 - 3.

[SEC Vendor Communication Plan](#)

A guideline concerning communicating with potential contractors early and often during the acquisition process to gain better product and service information and improve the quality of market research efforts for Securities and Exchange Commission contracting. These guidelines are an example of agency response to the February 2011 OMB memo on Myth-Busting.

FUN WITH THE FAR
Episode 9
FAR Part 15
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