

EVENT TRANSCRIPT

10 TANGIBLE TECHNIQUES TO TRIM TIME:
INNOVATIVE PRACTICES THAT PROMOTE ACQUISITION EFFICIENCIES
2 MARCH 2016 1300 EST
FAI.GOV/WEBCASTS

JOHN: HELLO AND THANK YOU FOR JOINING TODAY'S ACQUISITION SEMINAR HOSTED BY THE FEDERAL ACQUISITION INSTITUTE. TODAY'S SEMINAR, TITLED "10 TANGIBLE TECHNIQUES TO TRIM TIME: INNOVATIVE PRACTICES THAT PROMOTE ACQUISITION EFFICIENCIES" WILL LOOK AT A VARIETY OF RULES, REQUIREMENTS AND COMPLEXITIES OF THE FEDERAL ACQUISITION SYSTEM THAT CAN BE BURDENSOME AND SOMETIME SLOW DOWN OR HINDER THE EFFICIENCY OF THE FEDERAL ACQUISITION PROCESS. DURING TODAY'S SEMINAR, WE ARE GOING TO DISCLOSE 10 TANGIBLE TECHNIQUES, ALL OF WHICH ARE ROOTED IN THE FEDERAL ACQUISITION REGULATIONS GUIDING PRINCIPLES THAT, ONE, CAN HELP YOU ELIMINATE OR REDUCE PRACTICES THAT AREN'T MANDATED BY LAW OR REGULATION, TWO, MAY NOT ADD VALUE TO THE ACQUISITION LIFECYCLE, AND THREE, MIGHT HELP STREAMLINE YOUR ACQUISITION PROCESSES TO MINIMIZE ADMINISTRATIVE OPERATING COSTS. WE HOPE YOU WILL LEAVE TODAY'S SESSION WITH SOME APPLICABLE AND CREATIVE IDEAS TO ENHANCE THE EFFICIENCY AND EFFECTIVENESS OF YOUR AGENCY'S ACQUISITION FUNCTION. BEFORE WE BEGIN, LET ME REMIND YOU THAT WE WILL HOLD A LIVE QUESTION AND ANSWER SESSION AT THE END OF TODAY'S PRESENTATION. IF YOU HAVE QUESTIONS ABOUT ANYTHING YOU SEE OR HEAR, WE ENCOURAGE YOU TO SUBMIT THEM AT ANY TIME USING THE SURVEY LINK TO THE RIGHT OF THE VIDEO SCREEN. WE WILL COLLECT AND REVIEW YOUR QUESTIONS DURING THE PRESENTATION, TAKE A SHORT BREAK AND THEN RETURNED TO ANSWER AS MANY AS WE CAN. WITH THAT, LET'S GET STARTED. I'M PLEASED TO HAVE WITH US TODAY THE DIRECTOR OF THE FEDERAL ACQUISITION INSTITUTE, MELISSA STARINSKY. MS. STARINSKY IS RESPONSIBLE FOR, AMONG OTHER THINGS, MANAGING TRAINING AND CERTIFICATION PROGRAMS FOR THE CIVILIAN AGENCY ACQUISITION WORKFORCE, WHICH NUMBERS IN THE HUNDREDS OF THOUSANDS. JOINING MS. STARINSKY IS LEISA BODWAY WHO SERVES AS THE DIRECTOR ACQUISITION BUSINESS AND SERVICES GROUP AT THE CENTERS FOR MEDICARE AND MEDICAID SERVICES WITHIN THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, WHICH SUPPORTS CONTRACTING OPERATIONS WITH POLICIES AND PROCEDURES FOR OVER \$6 BILLION IN ANNUAL AWARDS. MELISSA, LEISA, THANK YOU SO MUCH FOR BEING HERE.

MELISSA & LEISA: WE ARE HAPPY TO BE HERE. THANKS FOR HAVING US.

JOHN: NOW, YOU ARE BOTH FORMER CONTRACTING OFFICERS. YOU BOTH SERVED VARIOUS ROLES WITHIN THE FEDERAL ACQUISITION SYSTEM: CONTRACTING OPERATIONS, PROGRAM MANAGEMENT, POLICY AUDIT AND SO FORTH.

MELISSA: AND JOHN, IF I COULD, BOTH OF US ACTUALLY HAVE SPENT TIME IN INDUSTRY, SO WE KNOW WHAT IT'S LIKE TO SIT ON THE OTHER SIDE OF THE TABLE. WE REALLY HAVE AN APPRECIATION AND UNDERSTANDING OF WHAT INDUSTRY GOES THROUGH ON THE RECEIVING END OF REQUESTS FOR PROPOSALS AND QUOTATIONS. SO, DEFINITELY HAVE A FEEL FOR WHAT IT'S LIKE TO SIT ON THE OTHER SIDE OF THE TABLE.

JOHN: THAT'S GREAT. WE ARE ABSOLUTELY FORTUNATE TO HAVE YOU BOTH JOIN US. YOU WILL NO DOUBT BRING A WELL-ROUNDED PERSPECTIVE TO THE CONVERSATION. I'M EXCITED TO GET STARTED AND I SUSPECT OUR AUDIENCE IS AS WELL, TO HEAR YOUR TIPS, TRICKS, INNOVATIVE PRACTICES FOR TRIMMING TIME AND PROMOTING

EFFICIENT ACQUISITIONS. BUT BEFORE JUMPING IN ON THE TIPS, BOTH OF YOU HAVE SOME PRE-PRESENTATION ADVICE TO SHARE.

MELISSA: THAT'S RIGHT, JOHN, AND WHILE WE WILL SHARE THESE 10 TIPS WITH OUR VIEWERS TODAY, AND I THINK THEY ARE GREAT IDEAS, IT'S IMPORTANT FOR OUR VIEWERS TO UNDERSTAND LOCAL AGENCIES SUPPLEMENTAL REGULATIONS AND POLICIES, MAKE SURE THAT WHAT WE ARE SUGGESTING HERE DOES NOT CONFLICT WITH ANYTHING THAT'S OCCURRING AT THE LOCAL LEVEL. AND THE OTHER REMINDER I WOULD GIVE FOLKS IS RELATED TO ONE OF THE FAR GUIDING PRINCIPLES. AND THAT IS TO EXERCISE SOUND BUSINESS JUDGMENT AND TAILOR YOUR APPROACHES TO THE CIRCUMSTANCES THAT YOU HAVE BEFORE YOU. SO, NOT EVERY ONE OF THESE TIPS IS GOING TO BE RIGHT FOR EVERY SINGLE CIRCUMSTANCE THAT YOU ARE PRESENTED WITH. SO, IT REALLY REQUIRES SOUND BUSINESS JUDGMENT TO APPLY THEM IN THE MOST CORRECT MANNER POSSIBLE.

LEISA: THAT'S RIGHT, MELISSA. AND PEOPLE SHOULD ALSO RESPECT THE CONTRACTING OFFICER AND THE ORGANIZATIONAL READINESS TO TRY SOMETHING NEW THAT WE ARE GOING TO TALK ABOUT YOU TODAY. AT THE END OF THE DAY, THE DECISION RESTS WITH THE CONTRACTING OFFICER. IF THEY CONTRACTING OFFICER IS NOT COMFORTABLE, MAYBE IT IS NOT THE RIGHT TIME TO TRY.

JOHN: OKAY, THAT IS GREAT ADVICE. I KNOW FOLKS ARE ANXIOUS TO HEAR MORE ABOUT THE SPECIFIC TIPS. SO, LET'S GO AHEAD AND GET STARTED WITH THOSE. SO THE FIRST TIP -- CONSIDER RELEASING THE BUDGET -- IS ONE THAT WOULD MAKE ME RATHER NERVOUS. IT SEEMS COUNTERINTUITIVE TO THE CONCEPT OF COMPETITION. WOULDN'T EVERY OFFER SUBMIT PROPOSALS THAT ALIGN WITH THE BUDGET AMOUNT, MAKING IT DIFFICULT TO PICK A WINNING VENDOR?

LEISA: NOT REALLY. CONSIDER BUYING A CAR. THE FIRST THING THE SALESMAN IS GOING TO ASK YOU IS WHAT IS YOUR BUDGET? LET'S SAY YOUR BUDGET IS \$20,000. SO, THERE ARE MANY COMBINATIONS OF UPGRADES AND FINANCING OPTIONS AND FEATURES THAT THE DEALERSHIP CAN OFFER. THERE IS NO DIFFERENCE IN THIS SCENARIO VERSUS GETTING A PROPOSAL IN WHERE YOU HAVE GIVEN THE AMOUNT. THE RESPONSIBILITY TO DELIVER BEST VALUE TO CUSTOMERS OR TO THE AMERICAN PUBLIC -- WE ARE JUST BASICALLY LOOKING FOR GETTING THE BIGGEST BANG FOR THE BUCK. I CAN'T IMAGINE THE BACK-AND-FORTH IF A CAR SALESMAN TRIED SELLING A \$100,000 CAR WHEN MY BUDGET IS ONLY \$20,000.

MELISSA: THAT IS A GREAT POINT, LEISA. I THINK THAT IT IS IMPORTANT TO KNOW ARE WE IN THE MARKET FOR A ROLLS ROYCE OR A CHEVY. AND SO, I CAN TELL YOU THAT I HAVE RELEASED THE BUDGET MANY TIMES OVER THE COURSE OF MY CAREER AS A CONTRACTING OFFICER. AND THE CONTRACTORS, BUT THE WINNERS AND LOSERS, ACTUALLY LOVE THE PROCESS. IT ELIMINATED THE LENGTHY BACK-AND-FORTH NEGOTIATIONS THAT OFTENTIMES ENSUES. SO, IT REALLY CAN ACCELERATE TIME TO CONTRACT AWARD, A CONDENSED CONTRACT NEGOTIATION. THUS, A SIGNIFICANT REDUCTION IN ADMINISTRATIVE OPERATING COSTS FOR BOTH GOVERNMENT AND INDUSTRY. LOSING VENDORS CAN QUICKLY CUT THEIR LOSSES AND MOVE ONTO OTHER OPPORTUNITIES THAT THEY MIGHT BE COMPETING FOR. AND I WOULD ALSO GO AS FAR TO SAY THAT NOT ALL OFFERS COME IN AT OR AROUND YOUR BUDGET. THERE IS GREAT VARIABILITY IN THE VALUE THAT OUR VENDORS WILL OFFER. ANOTHER THING -- ANOTHER POINT I WOULD LIKE TO MAKE IS I SEE THIS VERY SIMILAR IN PRINCIPLE TO THE REVERSE AUCTION TECHNIQUE THAT WE'RE SEEING USED ALL ACROSS GOVERNMENT, WHERE THE GOVERNMENT ACTUALLY STARTS

OFF WITH THAT STARTING BID. SO, I SEE IT NO DIFFERENT IN PRINCIPLE TO REVERSE AUCTION PRACTICES BEING USED GOVERNMENTWIDE TODAY.

JOHN: SO, HOW DOES THE BUDGET DIFFER FROM THE INDEPENDENT GOVERNMENT COST ESTIMATE OR IGCE, AND WOULD THIS MEAN THAT IT'S ALLRIGHT TO RELEASE THE IGCE?

MELISSA: WELL I THINK IT'S IMPORTANT THE BUDGET AND THE IGCE ARE DIFFERENT THINGS. I'M NOT A HUGE FAN OF RECOMMENDING RELEASING THE DETAILED INDEPENDENT GOVERNMENT COST ESTIMATE OR THE IGCE. LET ME JUST - A CONSULTING SERVICES CONTRACT EXAMPLE, IF I MAY. THE IGCE WOULD SPECIFY THE TYPES OF LABOR, THE LABOR MIX, THE NUMBER OF HOURS, HOURLY RATES, OVERHEAD COST, AND PROFIT THE GOVERNMENT WOULD ANTICIPATE TO PAY. NOW, I WOULDN'T SUGGEST RELEASING THAT LEVEL OF DETAIL. BUT THERE MAY BE A CIRCUMSTANCE THAT LENDS ITSELF TO SAY, FOR EXAMPLE, WE ESTIMATE THAT THE TOTAL COST OF THIS CONTRACT OR PROJECT MIGHT BE \$10 MILLION. I THINK THERE IS A LOT OF VALUE LETTING OFFERORS KNOW THE PROJECTED BALLPARK COST BUT NOT NECESSARILY THE DETAILS. AND TO GO BACK TO WHAT I SAID EARLIER, IT IS HELPFUL FOR INDUSTRY TO UNDERSTAND ARE WE IN THE MARKET FOR A ROLLS-ROYCE OR A CHEVY? THAT WAY THEY CAN TAILOR THEIR PROPOSALS ACCORDINGLY TO SOMETHING THAT'S REALISTIC FOR THE BUDGET THAT YOU HAVE IN MIND.

LEISA: AND, I'VE DONE THIS MYSELF. AND, VENDORS TYPICALLY COME IN BELOW THE ESTIMATE THAT WE GIVE THEM - THE BUDGET. AND, SOMETIMES I GIVE THEM A RANGE AND I'VE FOUND IT JUST ABSOLUTELY FANTASTIC AND WE GET A LOT OF BANG FOR THE BUCK. SO, JUST AS A REMINDER, THIS TIP MIGHT NOT BE RIGHT FOR EVERY ACQUISITION. YOU HAVE TO USE YOUR JUDGMENT AND YOU HAVE TO LOOK AT THE CIRCUMSTANCES AND DETERMINE WHEN IT WOULD BE RIGHT TO GIVE OUT THE BUDGET.

JOHN: I DEFINITELY SEE HOW THAT CAN STREAMLINE THE NEGOTIATION PROCESS. SO, LET'S MOVE ON TO TIP NUMBER 2. THIS ONE DEALS WITH DESIGNATING OFFICERS REPRESENTATIVES OR CORS FOR CONTRACTS. FROM THE TITLE OF THE TIP, "DESIGNATE CORS ONLY WHEN NECESSARY," IT SOUNDS LIKE A COR ISN'T NEEDED FOR EVERY SINGLE CONTRACT. IS THAT TRUE?

MELISSA: THAT'S CORRECT. THE FAR DOES NOT REQUIRE A DESIGNATED COR ON FIRM FIXED-PRICE CONTRACTS. NOW, IT IS NOT PROHIBITED, BUT A TECHNICAL END-USER THAT CAN FORMALLY ACCEPT THE GOODS AND SERVICES ON BEHALF OF THE GOVERNMENT MAY BE ALL THAT IS NECESSARY. ANOTHER THING THAT'S NOT WELL KNOWN IS THAT THE CO COULD ACTUALLY SERVE AS THE COR. NOW, NOT THAT THE CO WILL HAVE TIME TO SERVE AS THE COR, BUT IT IS A POSSIBILITY THAT A CO COULD STEP INTO THAT ROLE AND PERFORM THAT ROLE IF NECESSARY.

LEISA: AND, THINK ABOUT ALL THE ADMINISTRATIVE STEPS AND COSTS THAT COULD BE AVOIDED IF YOU DIDN'T HAVE TO DESIGNATE A COR. WE ARE TALKING ABOUT TRAINING, CERTIFICATION, APPOINTMENT MEMORANDUMS. THERE IS A DEFINITE MISCONCEPTION THAT YOU ALWAYS NEED A COR WITH SERVICES. MANY FIRM FIXED PRICE AND GSA TASK ORDERS FOR SERVICES WHERE TECHNICAL END USERS COULD ACCEPT SERVICES ON BEHALF OF THE GOVERNMENT. SO, THERE IS A DEFINITE DIFFERENCE AND DISTINCTION BETWEEN THE TECHNICAL END USER AND THE COR.

JOHN: SO, TO YOUR EARLIER POINT, THIS IS A GREAT EXAMPLE OF USING A CONTRACTING OFFICER'S JUDGMENT ON THE CIRCUMSTANCES AT HAND. LET'S JUMP NOW TO TIP NUMBER 3. THIS TIP, "USE FAR PART 15 TERMS ONLY FOR FAR PART 15 BUYS," SEEMS PRETTY OBVIOUS. WHAT EXACTLY DOES THAT MEAN?

LEISA: OKAY, FAR PART 15, "CONTRACTING BY A NEGOTIATION," IS THE MOST RULE-LADEN, FORMAL, COMPLEX ACQUISITION PROCESS. TERMS LIKE DEFICIENCIES, WEAKNESSES, DISCUSSIONS, COMPETITIVE RANGE AND FINAL PROPOSAL REVISIONS, THEY ARE ALL TERMS AND STEPS THAT ARE UNIQUE AND SPECIFIC TO FAR 15 ONLY. OFTENTIMES, THESE TERMS AND ASSOCIATED STEPS ARE USED FOR OTHER ACQUISITION STRATEGIES THAT OFFER STREAMLINED PROCESSES, LIKE COMMERCIAL ITEM ACQUISITIONS, SIMPLIFIED ACQUISITIONS, GSA SCHEDULE BUYS. YOU DON'T NEED TO USE FAR 15 TERMS FOR THOSE STREAMLINED ACQUISITION PROCESSES. YOU CAN ADD THEM IN, BUT WHY WOULD YOU WANT TO?

MELISSA: I AGREE. AND TO YOUR POINT ABOUT THE STREAMLINED ACQUISITIONS, LIKE COMMERCIAL ITEM ACQUISITION, SIMPLIFIED ACQUISITIONS OR GSA SCHEDULE BUYS, IF YOU TREAT THEM LIKE A FAR PART 15 TYPE ACQUISITION, THE GOVERNMENT ACCOUNTABILITY OFFICE, OR THE GAO, WILL TREAT IT LIKE A FAR PART 15 BUY. SO, FOR EXAMPLE, LET'S SAY WE RECEIVE QUOTES UNDER A GSA SCHEDULE BUY AND ESTABLISH A COMPETITIVE RANGE OF THE MOST HIGHLY RATED PROPOSALS. YOU CAN ONLY DO THIS IF THE RFQ INCLUDED FAR PROVISION 52.215-1, A PROVISION TO USE WHEN CONTRACTING BY A NEGOTIATION, FAR PART 15. THE PROVISION REALLY WOULDN'T NORMALLY APPLY TO A GSA SCHEDULE BUY AND WOULD NOT LIKELY MAKE IT INTO THE RFQ. SO, THIS COULD POTENTIALLY BE A GROUNDS FOR PROTEST WITH THE GAO IF CONTRACTORS WERE NOT PUT ON NOTICE FOR REDUCING THE COMPETITIVE RANGE TO THE MOST HIGHLY RATED PROPOSALS AND WHEN THE TERM "COMPETITIVE RANGE" IS USED.

LEISA: YOU'VE SEEN THAT A LOT?

MELISSA: YEAH. AND SO AGAIN, YOU HAVE TO BE REALLY CAREFUL. YOU NEED TO PICK AND STICK THAT IF YOU ARE GOING TO USE THOSE TERMS, YOU KIND OF BY DEFAULT PUT YOURSELF INTO A FAR PART 15 TYPE BUY, WHICH MEANS THAT YOU'VE GOT TO FOLLOW FAR PART 15 PROCESSES THE REMAINDER OF THE WAY THROUGH THE ACQUISITION. SO, JUST AN EXAMPLE TO PICK BACK UP ON THE EXAMPLE THAT I USED ON THE GSA SCHEDULE BUYS. THERE WOULD BE NOTHING THAT WOULD PROHIBIT YOU FROM DECIDING I'M JUST GOING TO LIMIT MY NEGOTIATION TO THOSE PROPOSALS THAT I THINK REPRESENT THE MOST HIGHLY RATED PROPOSALS. YOU DON'T NEED TO HAVE EXPLICIT LANGUAGE IN YOUR RFQ TO GSA SCHEDULE VENDORS THAT YOU INTEND TO DO THAT. YOU CAN STILL DO IT WITHOUT THE EXPLICIT LANGUAGE. SO, LET'S SAY YOU GET TEN QUOTES IN, THERE'S THREE THAT ARE CONSIDERED BEST VALUE, AND YOU WANT TO BEGIN NEGOTIATIONS WITH THOSE THREE. LET'S SAY, IN THE MIDDLE OF THE NEGOTIATION WITH THOSE THREE, YOU SAY, "YOU KNOW WHAT, I'D LIKE TO ADD THE FOURTH ONE IN." IT'S OK TO JUST ADD THE FOURTH ONE IN. YOU DON'T NEED THE FORMAL PROCESS TO ADD THAT FOURTH VENDOR IN. YOU MAY FIND THAT NEGOTIATIONS ARE BREAKING DOWN WITH TWO OUT OF THE ORIGINAL THREE, AND IT DOESN'T LOOK LIKE YOU ARE GOING TO BE ABLE TO SEAL THE DEAL WITH ANY OF THE ORIGINAL THREE. SO, YOU CAN ABSOLUTELY MOVE INTO NEGOTIATING WITH OTHER VENDORS THAT HAVE SUBMITTED QUOTATIONS. AND SO, AGAIN, I WOULD AVOID USING ANY KINDS OF TERMS THAT ARE ASSOCIATED WITH FAR PART 15 FORMALITIES, ESPECIALLY WHEN YOU ARE USING OTHER ACQUISITION STRATEGIES. FOR, THEY WERE INTENDED TO STREAMLINE THE PROCESS FOR US.

LEISA: RIGHT, ALLOW FLEXIBILITY.

MELISSA: YUP, ABSOLUTELY.

JOHN: IT'S VERY INTERESTING. YOU CAN SEE HOW SOME COULD CO-MINGLE TERMS AND PROCESSES, BUT BASED ON HOW YOU BOTH JUST DESCRIBED IT, IT'S IMPORTANT FOR OUR VIEWERS TO UNDERSTAND SOME OF THE POTENTIAL PITFALLS IN DOING SO. WELL, LET'S PIVOT NOW TO TIP NUMBER 4. AND, MELISSA, I KNOW THIS IS ONE OF YOUR PET PEEVES. OPTIONS IN IDIQ CONTRACTS -- YOU SAY THEY ARE NOT REQUIRED. EXPLAIN THAT FOR US.

MELISSA: YEAH JOHN, YOU ARE RIGHT. THIS IS ONE OF MY PET PEEVES. OPTIONS ARE NOT REQUIRED FOR IDIQ CONTRACTS. NOTHING WOULD PREVENT YOU FROM PUTTING OPTIONS IN AN IDIQ CONTRACT, BUT I DO BELIEVE THAT THEY INCREASE THE ADMINISTRATIVE BURDEN ON THE CUSTOMER, CONTRACTING OFFICER, THE BUDGET AND FINANCE OFFICE, AND CONTRACTORS. SO, WHY WOULD YOU PUT OPTIONS IN AN IDIQ CONTRACT WHEN THEY'RE NOT REQUIRED? THE OTHER THING THAT I THINK SOMETIMES -- THAT TRIPS US UP IS THAT IT CREATES ISSUES WITH CEILINGS BECAUSE WE MAY BURN THROUGH AN EXPECTED CEILING FASTER THAN WE HAD ANTICIPATED, MEANING WE HAVE TO EXERCISE AN OPTION EARLIER THAN WE HAD ORIGINALLY PLANNED. SO, I THINK WHAT MAKES PEOPLE NERVOUS ABOUT THIS ONE IS -- AND I'VE GOTTEN PUSHBACK WHEN I TALK WITH FOLKS ABOUT THIS ONE IS A WORRY THAT NOT HAVING OPTIONS WOULD IN SOME WAY VIOLATE THE ANTIDEFICIENCY ACT. AND I THINK WHERE THE CONFUSION COMES IN IS MULTIPLE YEAR AND MULTIYEAR CONTRACTS ARE TWO SEPARATE THINGS. HOWEVER, I THINK SOMETIMES WE IN OUR COMMUNITY USE THEM INTERCHANGEABLY. AND SO, THEY ARE DIFFERENT AND IT'S IMPORTANT TO UNDERSTAND THE DISTINCTION BETWEEN THE TWO. NOW, MULTIYEAR CONTRACTS ARE A SPECIAL CONTRACTING METHOD THAT ARE REQUIRED UNDER FAR PART 17. AND THOSE ARE MUCH RARER AND THEY REQUIRE AN UPFRONT OBLIGATION OF CANCELLATION FEES. SO, THAT'S -- THAT'S SEPARATE FROM THE GUARANTEED MINIMUM THAT YOU NEED FOR -- TO SATISFY THE IDIQ MINIMUM. AND SO, I THINK THAT'S WHERE PEOPLE GET -- GET NERVOUS. IT'S ABOUT THE DISTINCTION BETWEEN MULTIPLE YEAR AND MULTIYEAR CONTRACTS. SO, MULTIPLE YEAR CONTRACTS, BY COMPARISON, THIS WOULD BE, LET'S SAY, A FIVE-YEAR IDIQ CONTRACT. YOU CAN SET UP A STRAIGHT FIVE-YEAR IDIQ CONTRACT. ONCE THE GUARANTEED MINIMUM IS SATISFIED, THE GOVERNMENT IS NOT OBLIGATED TO PLACE ANOTHER ORDER AGAINST THAT CONTRACT VEHICLE EVER IN THE LIFE OF THAT FIVE-YEAR CONTRACT. AND WE DON'T HAVE TO TERMINATE THE CONTRACT EITHER. THE CONTRACT WILL CLOSE OUT WHEN THE BASIC IDIQ CONTRACT EXPIRES. I'VE HAD FOLKS SAY, "OH, WE ARE NOT GOING TO USE THIS IDIQ ANYMORE, SO I NEED TO TERMINATE FOR CONVENIENCE." AND THAT'S AN UNNECESSARY STEP ALSO THAT DOES NOT NEED TO BE TAKEN. NOW, WITH ALL THAT SAID, I WOULD SAY THAT YOU DON'T WANT TO HAPHAZARDLY ESTABLISH A FIVE-YEAR IDIQ CONTRACT IF YOU DON'T INTEND TO USE IT. THE CONTRACTORS HAVE GONE TO GREAT LENGTHS TO WIN THAT CONTRACT AND THEY ARE HOPING THAT THE WORK WILL MATERIALIZE OVER THE COURSE OF THAT FIVE-YEAR CONTRACT. SO, DEFINITELY WANT TO ESTABLISH A CONTRACT WITH THE INTENDED USE FOR THE PURPOSE AND PERIOD OF TIME. BUT, AS WE ALL KNOW, EXTERNAL FACTOR SOMETIMES CAN COME INTO PLAY. YOU MIGHT HAVE BUDGET CUTS. YOU MIGHT HAVE A CONTRACTOR THAT'S NOT PERFORMING WELL. AND THE GOVERNMENT MAY HAVE CHANGING REQUIREMENTS THAT EMERGES FROM WHAT WE ORIGINALLY INTENDED WHEN WE SET UP THE IDIQ CONTRACT.

LEISA: BUT, I'VE ALSO SEEN THAT PENDULUM SWING THE OTHER WAY TOO. SO, WE - WE'VE ESTABLISHED THE IDIQ. CIRCUMSTANCES CHANGED. BUT THEN THEY WENT BACK. SO, IF YOU LEFT THE IDIQ IN PLACE, YOU MAY WANT TO USE IT IN YEAR FOUR OR FIVE.

MELISSA: THAT'S A GREAT POINT BECAUSE I HAVE SEEN PEOPLE TERMINATE AND THEN YOU DON'T HAVE A VEHICLE LIABLE ANY LONGER.

LEISA: SO, THE FAR IS AMBIGUOUS HERE AND THERE'S LOTS OF CONFUSION. FOR 17.202(B)(2) IS PRETTY CLEAR. OPTIONS WERE NEVER INTENDED TO BE USED IN IDIQ CONTRACTS. AND, I ALSO WANT TO ADD, LET'S JUST SAY FOR AN EXAMPLE YOU HAVE AN IDIQ CONTRACT THAT IS A MULTIPLE AWARD AND YOU HAVE FIVE VENDORS. IF YOU PUT ANNUAL OPTIONS IN THERE, BY THE TIME YOU GET TO THE END OF THE FIFTH YEAR, YOU'VE DONE 25 NEEDLESS MODIFICATIONS. AND THAT'S ONLY WITH FIVE VENDORS. I'VE HAD CONTRACTS -- IDIQ CONTRACTS WITH 14 VENDORS. AND I KNOW THERE ARE MANY OUT THERE WITH MANY MORE. SO, NOT A GOOD IDEA TO ADD OPTIONS TO IDIQ CONTRACTS.

MELISSA: AND NOT TO MENTION THEN, IT IS NOT JUST THE MODIFICATION TO EXERCISE THE OPTION, BUT IT IS ALSO THE DETERMINATION OF FINDINGS THAT THE CONTRACTING OFFICER HAS TO PREPARE -- THE ADVANCE NOTICE THE PROGRAM OFFICE HAS TO COMMIT TO TO KNOW THE FIGHT. YES, SO, THERE IS A LOT OF ADMINISTRATIVE BURDEN THAT COMES WITH PUTTING AN OPTION IN AN IDIQ CONTRACT WHEN YOU DON'T NEED IT. SO I WOULD ASK THE QUESTION, YOU KNOW, WHAT IS THE REAL VALUE OF PUTTING AN OPTION IN AN IDIQ CONTRACT? AND TO DATE, NOBODY HAS REALLY BEEN ABLE TO GIVE ME A GOOD ANSWER.

LEISA: BUT HERE WHERE YOU CAN DEFINITELY TRIM TIME.

MELISSA: THAT'S RIGHT. [LAUGHTER]

JOHN: FASCINATING. THERE ARE A NUMBER OF IDIQS FOR WHICH I HAVE BEEN A CUSTOMER THAT INCLUDED OPTIONS. IF ONLY I'D KNOWN OPTIONS WERE NEEDED, IT WOULD HAVE SAVED TIME, ADMINISTRATIVE WORK AND A LOT OF HEADACHES ON MY PART. SO WOULD THIS MEAN I WOULDN'T HAVE TO PREPARE THE PAPERWORK AND GIVE CONTRACTORS ADVANCE NOTICE OF OUR INTENT TO EXERCISE THE OPTION?

LEISA: THAT'S EXACTLY CORRECT, JOHN. NO REQUEST FOR EXERCISING THE OPTION, NO LETTER TO THE CONTRACTOR. DONE.

JOHN: WELL, THIS TIP ALONE HAS MADE MY DAY. BUT YOU HAVE LOTS MORE TO SAY. SO LET'S MOVE ON TO TIP NUMBER 5. WHAT DOES "ESTABLISH AN APPROPRIATE TECHNICAL EVALUATION PANEL" MEAN?

LEISA: OKAY, SO TECHNICAL EVALUATION PANEL SHOULD BE BASED ON SIZE AND COMPLEXITY OF THE PROCUREMENT THAT YOU ARE WORKING ON. FORMAL TECHNICAL EVALUATION PANELS ARE NOT REQUIRED FOR ALL SOURCE SELECTIONS. SOMETIMES JUST ONE PERSON WOULD BE APPROPRIATE. OTHER TIMES YOU COULD USE THREE. ON VERY COMPLEX PROCUREMENTS, YOU CAN HAVE SEVEN OR FIVE OR HOW MANY EVER SUBJECT MATTER EXPERTS YOU WOULD NEED ON THE PANEL. AND, IN ADDITION, THE PANEL DOES NOT NEED TO BE ALL CORE CERTIFIED. THIS COULD BE AN UNDUE AND UNNECESSARY BURDEN ON THE PROCESS.

MELISSA: AND I AGREE, LEISA. AND I KNOW WE HAVE ALREADY TALKED A LOT ABOUT THIS. WE'RE NOT PROHIBITED FROM HAVING FORMAL SOURCE SELECTION PANELS ON OUR ACQUISITIONS. BUT AGAIN, YOU REALLY NEED TO USE THAT GOOD JUDGMENT ON THE SKILLS AND THE COMPOSITION OF THE PANEL BASED ON THE SIZE AND COMPLEXITY OF THE PROCUREMENT. SOMETIMES ALL YOU MIGHT NEED IS JUST ONE MEMBER TO EVALUATE PROPOSALS. AND SO, REALLY IMPORTANT AGAIN, KNOW YOUR LOCAL AGENCY POLICIES OR PROCEDURES. AND IF THERE ARE NO LOCAL PROHIBITIONS, I WOULD CHALLENGE YOU ALL TO TRY A GSA SCHEDULE TASK ORDER BUY WITH ONE PANEL MEMBER AND SEE HOW SMOOTHLY THAT ACQUISITION MIGHT GO.

JOHN: WELL, THAT'S A GREAT TIP TO KNOW. SO, LET US MOVE ON NOW TO TIP NUMBER 6. I SUSPECT THIS NEXT TIP HAS SOMETHING TO DO WITH SOMETHING YOU SAID EARLIER UNDER TIP NUMBER 3 ABOUT USING FAR PART 15 APPROPRIATELY. DIDN'T YOU SAY THAT "DISCUSSIONS" WAS A TERM USUALLY TIED TO FAR PART 15 TYPE BUYS?

LEISA: REMEMBER, THE FORMAL TERM "DISCUSSIONS" IS ASSOCIATED WITH FAR PART 15. NOT EVERY ISSUE OR FINDING NEEDS TO BE BROUGHT UP DURING DISCUSSIONS. SOME FEEL ASKING QUESTIONS ON EVERY ISSUE WILL INSULATE THEM FROM A PROTEST. NOT SO. FAR REQUIRES DISCUSSIONS TO BE MEANINGFUL, NOT THAT EVERY FINDING OR ISSUE NEEDS TO BE DISCUSSED. MEANINGFUL IS SUBJECTIVE. A CO NEEDS TO USE SOUND BUSINESS JUDGMENT TO CAREFULLY CRAFT DISCUSSION QUESTIONS. IT'S NOT ALWAYS NECESSARY ALSO TO HAVE MULTIPLE ROUNDS OF DISCUSSIONS. CONSEQUENTLY, YOU ARE GOING TO REDUCE ADMINISTRATIVE OPERATING COSTS FOR INDUSTRY AND GOVERNMENT TO ACTUALLY HOLD MEANINGFUL DISCUSSION QUESTIONS. AN EXAMPLE -- THE GOVERNMENT MAY ASK 200 QUESTIONS ON EVERY FINDING VERSUS 50 MEANINGFUL QUESTIONS.

MELISSA: AND I THINK THAT'S A GREAT POINT, LEISA. REALLY IMPORTANT THAT YOU CRAFT THOSE DISCUSSION QUESTIONS VERY, VERY CAREFULLY TO ENSURE THAT YOU ARE HAVING MEANINGFUL EXCHANGES WITH INDUSTRY AND THAT WE ULTIMATELY GET BETTER SOLUTIONS FOR THE GOVERNMENT.

LEISA: AND MELISSA, I ALSO WANTED TO ADD, WHEN YOU ARE HAVING MULTIPLE ROUNDS OF DISCUSSIONS, ALTHOUGH THE FAR TOOK OUT THE CONCEPT OF TECHNICAL LEVELING, YOU COULD GET INTO THAT SCENARIO. AND IT PUTS - IT SETS YOU UP FOR HOW DO YOU PICK THE BEST VALUE WHEN YOU'VE DISCUSSED EVERY QUESTION, EVERY ISSUE WITH EVERY CONTRACTOR? YOU COULD END UP WITH THE SAME PROPOSAL. AND THEN HOW DO YOU MAKE A DECISION?

MELISSA: RIGHT, AND THAT'S A GREAT POINT. AND I THINK WE NEED TO BE VERY CAREFUL THAT WE'RE NOT PERCEIVED THAT WE'RE ENGAGING IN THE CONCEPT OF TECHNICAL LEVELING.

JOHN: WOW, THESE TIPS ARE JUST SO MINDING. SO LET'S KEEP GOING WITH TIP NUMBER 7. NOW, THIS ONE SEEMS A LITTLE COUNTERINTUITIVE TO ME. "DO NOT MAKE VENDORS REVISE THEIR TECHNICAL PROPOSALS TO REFLECT NEGOTIATIONS." WOULDN'T WE WANT THE WINNING VENDOR'S PROPOSAL TO MIRROR OUR NEGOTIATIONS?

MELISSA: NO, THAT'S WHAT THE CONTRACT IS FOR. THE CONTRACTOR IS BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT. NOT BY WHAT THEY SUBMITTED IN THE WAY OF THEIR TECHNICAL PROPOSAL. AND I AM ALSO NOT A FAN OF INCLUDING THE TECHNICAL PROPOSAL AS PART OF THE CONTRACT. I THINK IF WE

USE PERFORMANCE-BASED CONTRACTING AND EXPRESS OUR REQUIREMENTS AS DESIRED OUTCOMES, THAT GIVES US ASSURANCE THAT DURING THE LIFE OF THAT CONTRACT, IF A CONTRACTOR COMES ACROSS BETTER TECHNOLOGY OR LOWER-COST SOLUTION TO DELIVER AGAINST THE OUTCOME THAT WE'RE SEEKING, BY ALL MEANS, I WANT THE CONTRACTOR TAKING ADVANTAGE OF THAT NEWER, LOWER-COST TECHNOLOGY IF IT'S IN THE BEST INTEREST OF THE GOVERNMENT TO DO SO. OFTEN TIMES, WHAT WE'LL DO IS WE'LL INCORPORATE THE TECHNICAL PROPOSAL BY REFERENCE AND IT ENDS UP LIMITING THE RANGE OF SOLUTIONS THAT THE VENDOR IS CAPABLE OF DELIVERING FOR US. SO, I LIKE TO LET THE CONTRACT STAND ON ITS OWN TERMS. THE OTHER THING I HAVE OFTEN HEARD A LOT OF COMPLAINTS FROM INDUSTRY THAT THE GOVERNMENT ASKING THEM TO WEED IN THEIR - THEIR ANSWERS TO DISCUSSION QUESTIONS THAT WE MIGHT HAVE INTO THEIR TECHNICAL PROPOSAL CREATES A SIGNIFICANT BURDEN ON THEM, BY HAVING TO FIGURE OUT WHERE DO I WEAVE THE RESPONSE TO THAT TECHNICAL QUESTION INTO THE TECHNICAL PROPOSAL THAT I HAVE? AND SO, MY PREFERENCE WOULD BE TO JUST ASK THE QUESTION, GET THE ANSWER, AND THEN LET THE CONTRACT STAND ON ITS OWN TERMS AND CONDITIONS. LET THE RECORD OF NEGOTIATIONS DOCUMENT THE MEETING OF THE MINDS, IF YOU WILL, THAT YOU HAD WITH THE CONTRACTOR, AND RELY ON WHAT THE CONTRACTS SAYS THE CONTRACTOR IS ACCOUNTABLE TO DELIVER.

LEISA: A BIG TIMESAVER HERE, TOO. A LOT OF THE ADMINISTRATIVE BURDEN IN GETTING A REVISED PROPOSAL IN THAT MATCHES YOUR NEGOTIATION. BUT SOME THINK THAT THIS IS THE OLD BAIT AND SWITCH ROUTINE MAKES PEOPLE NERVOUS ABOUT THIS ONE. THE VENDOR PROPOSES ONE THING TO WIN. AND THEN WHEN THEY GET THE CONTRACT, THEY DELIVER SOMETHING ELSE. SO, I AGREE WITH MELISSA. IF YOU HAVE A PERFORMANCE-BASED CONTRACT, WHO CARES HOW YOU GET -- HOW THE WORK GETS DONE IF THE OUTCOME IS ACHIEVED? WHAT HAPPENS WHEN YOU NEED TO CHANGE THE PERFORMANCE WORK STATEMENT OR THE STATEMENT OF WORK, TOO?

MELISSA: THAT'S A GOOD POINT. AND I THINK, AGAIN, IF YOU INCORPORATE THE CONTRACTOR'S TECHNICAL PROPOSAL INTO THE CONTRACT, THINK OF ALL OF THE ADMINISTRATIVE MODIFICATIONS THAT YOU MIGHT HAVE TO MAKE TO THE CONTRACT IF NEWER TECHNOLOGY COMES OR MORE INNOVATIVE SOLUTION COMES. IT CREATES A LOT OF BURDEN DURING THE CONTRACT ADMINISTRATION PHASE THAT WE CAN AVOID IF WE - IF WE STAY PERFORMANCE-BASED AND HOLD THE CONTRACTOR TO THE TERMS AND CONDITIONS OF THE CONTRACT. IT SIGNIFICANTLY LOWERS CONTRACT ADMINISTRATION BURDEN AND COST TO THE GOVERNMENT.

LEISA: YOU AND I DEFINITELY THINK ALIKE ON THIS ONE.

JOHN: WELL GREAT. LET'S MOVE ON NOW TO TIP NUMBER 8. THE TITLE OF THIS ONE SOUNDS REALLY INTRIGUING. "TRY TRUE NEGOTIATION TACTICS." WHAT DO YOU MEAN BY THAT?

MELISSA: SO, THIS IS ONE OF MY FAVORITE ONES. AND THIS IS WHERE I THINK OUR BUSINESS BECOMES SO MUCH MORE FUN THAN IT OTHERWISE COULD BE. AND SO, I HAVE USED THIS TECHNIQUE PRIMARILY FOR OTHER THAN FAR PART 15 BUYS AND I DON'T THINK I'D EVER REALLY WANT TO USE THIS FOR FAR PART 15 TYPE BUYS. SO, LET ME GIVE YOU AN EXAMPLE, SO LET'S JUST SAY OUR INDEPENDENT GOVERNMENT COST ESTIMATE WAS ABOUT \$500,000 AND WE RECEIVED A REQUISITION IN THAT EXACT SAME AMOUNT. AND BASED ON OUR EVALUATION OF PROPOSALS, VENDOR B IS A CLEAR WINNER. BUT THE PROPOSAL CAME IN, NEGOTIATIONS YIELDED, \$504,000. REMEMBER OUR REQUISITION WAS \$500,000. AND WE'VE GOT A WINNING PROPOSAL AT \$504,000. SO, I'VE GOT TWO CHOICES. I CAN WORK WITH

THE CUSTOMER, THE BUDGET OFFICE TO WORK THROUGH THE PROCESS OF GETTING AN ADDITIONAL \$4000, WHICH UNFORTUNATELY, I'M AFRAID TO SAY, COULD TAKE DAYS OR WEEKS TO GET THAT ADDITIONAL \$4000 WORKING ITS WAY THROUGH THE AGENCY, TO ME AS A CONTRACTING OFFICER SO THAT I CAN PUT IT ON THE AWARD. OR I COULD CALL VENDOR B AND ASK IF THEY WOULD BE WILLING TO ACCEPT THE ORDER AT \$500,000. AND AGAIN, I WILL TELL YOU I HAVE USED THIS MANY TIMES OVER THE COURSE OF MY CAREER AND I HAVE NEVER HAD A VENDOR TURN THAT OFFER AWAY. THEY WANT TO SEAL THE DEAL. AND AGAIN, IT IS A MATTER OF JUDGMENT. YOU WOULDN'T WANT TO DO IT IF YOU HAVE A \$50,000 DELTA. ALTHOUGH ON A SEVERAL MILLION DOLLAR PROCUREMENT, IT MAY BE WORTH IT TO INDUSTRY TO SEAL THE DEAL AND CLOSE THAT DEAL AT THAT MOMENT IN TIME. AND SO, AGAIN, WITH MY EXPERIENCE IN - IN WORKING WITH VENDORS ON SITUATIONS LIKE THIS, I'VE NEVER REQUIRE THEM TO REVISE THE OFFER. I'VE CITED THE AMOUNT ON THE ACTUAL AWARD INSTRUMENT, WHETHER IT'S FS26 OR THE OPTION FORM 3-47. I'VE JUST CITED THE AMOUNT AND WE MOVED FORWARD AND WE'VE GOTTEN STARTED WITH CONTRACT PERFORMANCE.

LEISA: I LOVE THIS ONE, TOO. SOME PEOPLE GET REALLY UNCOMFORTABLE WHEN THEY'RE TRYING TO USE TRUE NEGOTIATION TECHNIQUES. LET'S TAKE FOR EXAMPLE YOU ARE BUILDING A DECK ON YOUR HOUSE AND YOU ONLY HAVE \$20,000. THAT'S YOUR BUDGET. CONTRACTOR 3 COMES IN FOR \$21,000 AND HE KNOWS THERE ARE TWO OTHER ESTIMATES. SO, YOU ARE ASKING HIM TO COME DOWN A THOUSAND DOLLARS. THE FACT THAT YOU ARE ASKING HIM TO COME DOWN A THOUSAND DOLLARS IS ENTICING TO HAVE \$20,000 WORTH OF WORK VERSUS ZERO. SO, IN GOVERNMENT, WE FORGET TO THINK OUTSIDE THE BOX TO MAKE THINGS EASIER, ESPECIALLY WHEN WE HAVE MULTIPLE PROCUREMENTS TO EXECUTE AND TIME IS NOT ON OUR SIDE. WE FORGET TO DO THIS. BUT IN THE END, IF YOU USE TRUE NEGOTIATION TECHNIQUES, IT COULD ACTUALLY SAVE TIME.

MELISSA: YEAH, ABSOLUTELY. AND AGAIN, JUDGMENT IS KEY HERE. AND SO, YOU HAVE TO LOOK AT THE CIRCUMSTANCES OF YOUR PARTICULAR PROCUREMENT AND DETERMINE IS IT WORTH JUST ASKING THE QUESTION. THE WORST THAT CAN HAPPEN IS THEY CAN SAY NO. AND SO, I WOULD VENTURE TO SAY THAT THE ADMINISTRATIVE COSTS -- IF YOU WERE TO QUANTIFY WHAT THE COST IS OF GETTING ANOTHER REQUISITION MOVING THROUGH THE SYSTEM VERSUS THE COST OF THAT ONE PHONE CALL AND BEING ABLE TO SEAL THE DEAL AT THAT MOMENT IN TIME, I WOULD VENTURE TO GUESS THAT THE ADMINISTRATIVE COST OF THE FORMER WOULD BE A LOT HIGHER THAN THE COST OF PLACING THE PHONE CALL.

LEISA: AND THE WORST THEY CAN SAY IS NO.

JOHN: YOU TRICKY LITTLE NEGOTIATORS YOU. LET'S MOVE ONTO TIP NUMBER 9. I CAN SEE A CONTRACTING OFFICER VIEWING THE NEXT ONE AS A REALLY SLIPPERY SLOPE. "CONSIDER RELEASING TECHNICAL AND PRICE COST PROPOSALS SIMULTANEOUSLY TO THE EVALUATION TEAM." TELL US WHAT YOU MEAN BY THAT ONE.

MELISSA: THIS IS ONE, AGAIN, I THINK MAKES PEOPLE VERY UNCOMFORTABLE. AND I AM VERY CONCERNED BY A DISTURBING TREND I HAVE HEARD ABOUT IN RECENT YEARS WHERE CONTRACTING OFFICERS ARE NOT ALLOWING CUSTOMERS OR TECHNICAL EVALUATION TEAM TO SEE AN OFFERORS PRICES, AND THE EVALUATION TEAMS INPUT IS CRITICAL TO HELPING THE CONTRACTING OFFICER DOING COST OR PRICE ANALYSIS. COS CAN'T DO THIS ALONE. AGAIN, TAILORING YOUR APPROACH TO THE CIRCUMSTANCES AT HAND. I WOULDN'T NECESSARILY RECOMMEND THIS FOR A FAR

PART 15 TYPE BUY. BUT, FOR OTHER OF THE MORE SIMPLIFIED TYPES OF ACQUISITIONS, I HAVE DONE THIS VERY FREQUENTLY WHERE I HAVE GIVEN BOTH THE TECHNICAL AND THE PRICE PROPOSAL TO THE TECHNICAL EVALUATORS AT THE SAME TIME. TO ME, THAT SPEAKS A LARGER ISSUE ABOUT WHETHER OR NOT WE TRUST IN THE PROCESS AND TRUST IN OUR COUNTERPART OF THE TECHNICAL EVALUATION PANELS. AND I AM A BIG ADVOCATE OF TRUSTING IN THE PROCESS AND TRUSTING IN THE ACQUISITION TEAM MEMBERS. AND I WILL TELL YOU I HAVE DONE THIS OVER AND OVER AGAIN OVER THE YEARS AND IT HAS WORKED OUT VERY WELL. AND WE HAVE ENDED UP WITH, IN MY OPINION, THE BEST VENDOR THAT COULD SATISFY THE GOVERNMENT'S REQUIREMENTS.

LEISA: YES, ME, TOO. I HAVE DONE THIS VERY OFTEN AND IT WORKS GREAT. WE ARE TAUGHT IN CONTRACTING CLASS THAT YOU SHOULD NOT RELEASE BUSINESS PROPOSALS WITH THE TECHNICAL PROPOSAL. THIS COULD BE TRUE IN CERTAIN PROCUREMENTS, ESPECIALLY WHEN WE ARE BUILDING ROCKETS AND SOFTWARE THAT IS VERY INTRICATE AND YOU DEFINITELY NEED TO HAVE YOUR SUBJECT MATTER EXPERTS BUY-IN ON THE TECHNICAL APPROACH. BUT LET'S COMPARE THIS TO BUILDING A DECK ON THE HOUSE EXAMPLE. DO YOU EVALUATE THE CONTRACTOR'S APPROACH TO DOING THE WORK SEPERATELY WITHOUT REGARD TO THE PRICE? NO. I MEAN IF HE WANTS TO BUILD A GAZEBO AND YOU REALLY ONLY WANT A DECK, WHY WASTE TIME TALKING ABOUT IT? IN THE GOVERNMENT, SOMETIMES WE CANNOT KNOW THE TECHNICAL APPROACH WILL WORK IF WE DO NOT ALSO LOOK AT THE PRICE AND COST. THAT IS THE BOTTOM LINE.

JOHN: OKAY, CAN EITHER OF YOU GIVE US AN EXAMPLE FOR WHEN THIS MIGHT BE APPROPRIATE?

MELISSA: WELL, I THINK IT COULD LEND ITSELF TO ALMOST EVERY SINGLE ACQUISITION THAT WE UNDERTAKE IN GOVERNMENT. SO I GUESS TO PIGGY BACK ON LEISA'S EXAMPLE OF THE DECK ON YOUR HOUSE -- SO THINK ABOUT IF YOU ARE IN THE MARKET TO BUY A \$250,000 HOUSE. YOU HAVE CERTAIN EXPECTATIONS FOR THE TYPE OF INSULATION, FOR THE TYPE OF SIDING, YOU KNOW - ENERGY EFFICIENCY STANDARDS THAT YOU ARE SEEKING TO OBTAIN WITH THE DELIVERY OF THAT HOUSE. AND SO, YOU ARE PLANNING TO SPEND \$250,000. YOU GET A CONTRACTOR COMING IN SAYING I CAN DELIVER IT FOR YOU FOR \$100,000. THIS IS ANOTHER THING TOO AGAIN THAT I HAVE HEARD CONTRACTING OFFICERS SAY, ESPECIALLY IN THE FIRM FIXED-PRICE ARENA. WHERE I HAVE HEARD CONTRACTING OFFICERS SAY - WELL, THE CONTRACTOR IS STILL ACCOUNTABLE FOR DELIVERING - USING OUR EXAMPLE OF THE HOUSE - AT \$100,000. BUT TO ME, THAT CARRIES VERY HIGH-RISK. IF I DON'T KNOW THE COST ELEMENTS THAT MAKE UP THE \$100,000 THAT'S GOING TO DELIVER THE HOUSE I AM EXPECTING, THAT CARRIES GREAT RISK. IS THE CONTRACTOR REALLY GOING TO BE ABLE TO DELIVER THE HOUSE THAT I AM EXPECTING FOR THE \$100,000 PRICE TAG? AND SO, WHEN CONTRACTING OFFICERS HAVE TOLD ME OVER THE YEARS THAT THEY ARE STILL ACCOUNTABLE TO DELIVER THAT HOUSE FOR THE \$100,000, I WORRY ABOUT CAN THE CONTRACTOR DO IT? WILL THE CONTRACTOR BE ABLE TO STAY IN BUSINESS - YOU KNOW - BY UNDERCUTTING THE TRUE COST OF WHAT IT REALLY WILL COST TO DELIVER THAT HOUSE?

LEISA: IS YOUR - IS YOUR HOUSE GOING TO HAVE INSULATION?

MELISSA: RIGHT. RIGHT. SO AGAIN, I THINK IT IS SO CRITICAL TO MAKE SURE THAT YOU GET THE EVALUATION PANEL HELPING ASSESS THE COST ELEMENTS OR IN THE CASE OF FIRM FIXED PRICE, YOU WANT TO LOOK AT THE TECHNICAL SOLUTION TO MAKE SURE THAT FOR THE FIRM FIXED PRICE OF THE VENDOR'S PROPOSING THAT

AT THE END OF THE DAY, YOU ARE GOING TO GET THE HOUSE THAT YOU WERE EXPECTING. AND THE SAME HOLDS TRUE FOR US IN GOVERNMENT THAT WE REALLY NEED TO UNDERSTAND AND HAVE CONFIDENCE THAT THE CONTRACTOR'S TECHNICAL PROPOSAL IS GOING TO YIELD US THE SERVICE OR PRODUCT THAT WE ARE EXPECTING AT THE PRICE THEY HAVE PROPOSED AND THAT WE HAVE NEGOTIATED.

LEISA: SO, HERE ARE SOME KEY THEMES TO TAKE AWAY FROM THIS TIP. TRUST IN YOUR TECHNICAL EVALUATORS. YOU NEED TO KNOW YOUR TEAM. BUILDING RELATIONSHIPS IS VERY IMPORTANT IN THIS SCENARIO. USE COMMON SENSE. YOU DON'T ALWAYS DO THIS, BUT THE TIME MIGHT BE RIGHT TO TRY IT ON IN AN UPCOMING PROCUREMENT. AND YOU ALSO NEED TO ASSESS AND MANAGE RISK. YOU NEED TO FIGURE OUT WHAT WILL IT GET YOU IN THE END.

MELISSA: RIGHT, AND I WOULD JUST ADD TOO THAT IF YOU HAVE FOR SOME REASON A REASON NOT TO TRUST YOUR EVALUATORS -- AND THAT'S A CIRCUMSTANCE THAT YOU NEED TO FACTOR AND TAKE INTO CONSIDERATION AS YOU CONSIDER MAYBE APPLYING THIS PARTICULAR TECHNIQUE.

JOHN: AND LAST BUT NOT LEAST, TIP NUMBER 10. I'VE ALWAYS HEARD PEOPLE IN THE CONTRACTING BUSINESS SAY WE MUST DOCUMENT, DOCUMENT, AND DOCUMENT SOME MORE. WHAT EXACTLY DOES THIS TIP MEAN?

LEISA: I THINK THE PEOPLE WHO ARE SAYING DOCUMENT, DOCUMENT, DOCUMENT ARE THE ONES WHO HAD A GAO PROTEST WHERE THEY DIDN'T DOCUMENT SOMETHING AND THE GAO GOT THEM ON IT. BUT, TRUTH BE TOLD, EXTENSIVE DOCUMENTATION IS REALLY ONLY REQUIRED BY FAR PART 15. YOU DON'T HAVE TO DOCUMENT EVERY SINGLE THING. SOME PEOPLE ARE SPENDING MORE TIME DOCUMENTING THAN THEY ARE ACTUALLY DOING. AND THIS IS AN ISSUE OF FORM OVER SUBSTANCE. WE ARE WASTING A LOT OF TIME FILLING IN ALL THE BLANKS IN SOME TEMPLATE THAT SOMEONE GAVE THEM AND USING THE SAME TEMPLATE FOR EVERY PROCUREMENT. THAT'S NOT NECESSARY. THE FAR GIVES US A LOT OF LATITUDE AND STREAMLINE PROCESSES IN DIFFERENT PARTS.

MELISSA: RIGHT. AND LEISA, I AGREE WITH YOUR COMMENT ABOUT FORM OVER SUBSTANCE, AND THAT'S BEEN ONE OF MY WORRIES OVER THE YEARS IS THERE SEEMS TO BE A TENDENCY MORE TODAY ABOUT MAKING SURE THAT WE COMPLY WITH THE TEMPLATE OR THE SAMPLE AND WE ARE REALLY MISSING THE ESSENCE OF THE SUBSTANCE OF REALLY TELLING OUR STORY -- TELLING OUR STORY FOR WHY WE MADE THE SOURCE SELECTION THAT WE MADE. SO, I ALWAYS TELL FOLKS TO START WITH TELLING THE STORY AND THEN WORRY ABOUT HOW IT FITS INTO THE FORM OR THE TEMPLATE THAT'S REQUIRED FOR THE PARTICULAR ACQUISITION STRATEGY. AND THERE'S THREE THINGS - YOU KNOW - I ALWAYS LIKE TO TELL THE STORY AROUND THREE MAJOR CORNERSTONES IF YOU WILL. THE FIRST IS THE BACKGROUND, REALLY TELLING THE STORY ABOUT WHAT WERE THE FACTS OR THE CIRCUMSTANCES THAT LED US TO WHERE WE ARE TODAY. THE SECOND IS WHAT ANALYSIS AND DISCUSSION DID YOU UNDERTAKE AND WHAT CONCLUSIONS DID YOU DRAW AS A RESULT OF THAT ANALYSIS? AND THEN FINALLY, WHAT IS THE RECOMMENDATION? I'VE ALWAYS SAID THAT ANY EIGHTH-GRADER SHOULD UNDERSTAND, BE ABLE TO READ A GOVERNMENT SOURCE SELECTION DECISION AND BE ABLE TO UNDERSTAND WHY THE GOVERNMENT DID WHAT THEY DID. BUT ANOTHER POINT TOO THAT I WANT TO MAKE, WE TALKED ABOUT FAR PART 15. THE FAR RELATIVE TO THE MORE STREAMLINED SIMPLIFIED TYPES OF ACQUISITION STRATEGIES AND PROCEDURES ACTUALLY EXPLICITLY SAYS TO KEEP FILE DOCUMENTATION TO A MINIMUM. YET I SEE OVER AND OVER AGAIN WHERE SOME PEOPLE ARE DEVELOPING FULL-BLOWN - YOU KNOW - PRE-NEGOTIATION,

POST-NEGOTIATION MEMORANDUMS AND A LOT OF DETAILED DOCUMENTATION FOR THE MORE SIMPLIFIED TYPES OF BUYS LIKE GSA SCHEDULED BUYS, COMMERCIAL ITEM ACQUISITION, AND SIMPLIFIED ACQUISITION PROCEDURES. SO AGAIN, WE HAVE ALREADY SAID IT THROUGHOUT THIS SEMINAR, BUT YOU NEED TO MAKE SURE THAT YOU UNDERSTAND YOUR LOCAL POLICIES BECAUSE THEY MAY REQUIRE THAT LEVEL OF DOCUMENTATION. BUT THE FAR DOESN'T. AND SO I WOULD ENCOURAGE FOLKS TO -- I'M A BELIEVER, LESS IS MORE. LET'S GET THE SUBSTANCE RIGHT. AND LET'S TRY TO KEEP DOCUMENTATION TO A MINIMUM AND REALLY TELL A VERY COMPELLING, CONCISE STORY THAT SUPPORTS THE SOURCE SELECTION DECISION THAT WE'RE MAKING.

LEISA: AND DON'T BE SCARED ABOUT DOCUMENTING EVERYTHING. A CONTRACTOR COULD GIVE YOU A PHONE CALL. AND JUST ASK A QUESTION. YOU DON'T HAVE TO DOCUMENT THAT PHONE CALL. YOU CAN JUST HAVE A CONVERSATION WITH CONTRACTORS. AND ANOTHER THING IS IF IT IS A FAR PART 15 BUY, YOU HAVE TO FOLLOW THE RULES. YOU DEFINITELY HAVE TO FOLLOW THE RULES. IF IT IS A GSA SCHEDULE TYPE BUY, YOU DON'T NEED TO DOCUMENT EVERY SINGLE THING.

MELISSA: AND I THINK THAT'S -- THAT'S A GREAT EXAMPLE TOO. AGAIN, I HAVE SEEN SOME PEOPLE -- A CONTRACTOR WILL CALL IN AND THE RESPONSE WILL BE SEND ME AN E-MAIL, I NEED IT DOCUMENTED. AND THEN THE GOVERNMENT HAS TO REPLY WITH ANOTHER E-MAIL. AND THERE ARE MANY KINDS OF ISSUES THAT COME UP IN THE COURSE OF A PROCUREMENT WHERE IT'S JUST A QUICK ANSWER THAT THE QUESTION - OR THAT THE CONTRACTOR IS ASKING. SO NOT EVERY SINGLE CONVERSATION THAT YOU HAVE WITH A CONTRACTOR NEEDS TO BE DOCUMENTED IN THE CONTRACT FILE. AND THIS IS AGAIN ONE OF THOSE THINGS WHERE JUDGMENT IS KEY. YOU KNOW - I THINK YOU AND I BOTH - YOU KNOW - WE HAVE - IT'S SCARY TO SAY PROBABLY 50 YEARS OF COLLECTIVE EXPERIENCE IN THIS BUSINESS. SO, WE HAVE LEARNED OVER THE COURSE OF THESE YEARS TO BE ABLE TO DISCERN THE IMPORTANT FROM THE UNIMPORTANT. AND SO, I THINK WE BOTH HAVE A GOOD SENSE FOR OH THAT IS AN ISSUE THAT I REALLY PROBABLY NEED TO DOCUMENT VERSUS I AM JUST TRYING TO BE HELPFUL TO OUR VENDOR BASE TO GET THE BEST PROPOSALS THAT WE CAN GET IN.

LEISA: WELL, AND SPEAKING OF E-MAILS, A LOT OF PEOPLE THINK THEY NEED TO PUT EVERY SINGLE E-MAIL IN THE FILE. ONCE YOU TELL THE STORY, YOU DON'T NEED THOSE E-MAILS ANY LONGER.

MELISSA: THAT'S A GREAT POINT. THE SOURCE SELECTION DECISION SHOULD STAND ON ITS OWN. BECAUSE IF THERE WAS A RELEVANT E-MAIL, YOU SHOULD HAVE BROUGHT IT INTO THE SOURCE SELECTION DECISION.

JOHN: WELL, WE THANK YOU SO VERY MUCH MELISSA AND LEISA FOR TAKING TIME TODAY TO SHARE THESE INCREDIBLE TECHNIQUES FOR TRIMMING TIME FROM OUR ACQUISITION PROCESS. I'M CERTAIN ALL OF OUR VIEWERS HAVE FOUND TODAY'S SEMINAR EXTREMELY UNOFFICIAL. THANK YOU AGAIN FOR JOINING US.

LEISA: THANK YOU.

MELISSA: IT WAS FUN.

JOHN: NOW, LET'S HEAR FROM YOU, OUR VIEWERS. DURING OUR SEMINAR, WE HAVE BEEN COMPILING QUESTIONS THAT YOU HAVE SUBMITTED USING THE SURVEY LINK TO THE RIGHT OF THE VIDEO SCREEN. WE'RE GOING TO TAKE A SHORT BREAK AND THEN

RETURN WITH MELISSA AND LEISA TO ANSWER AS MANY OF YOUR QUESTIONS AS WE CAN. DON'T GO ANYWHERE. WE WILL BE RIGHT BACK.

JOHN: HELLO, EVERYONE AND THANK YOU FOR STAYING WITH OUR ACQUISITION SEMINAR, "TEN TANGIBLE TECHNIQUES TO TRIM TIME: INNOVATIVE PRACTICES THAT PROMOTE ACQUISITION EFFECIENCIES." SPEAKING OF TRIMMING TIME, I PROBABLY COULD HAVE TRIMMED THAT TITLE AND SAVED A GOOD FIVE MINUTE. BE THAT AS IT MAY THOUGH, OUR PRESENTERS, MELISSA STARINSKY AND LEISA BODWAY, ARE BACK TO ANSWER YOUR QUESTIONS. SO LET'S GET STARTED WITH QUESTION NUMBER 1. "I DISAGREE WITH YOUR TIP #1 TO RELEASE THE BUDGET OR THE ICGE, AND IT'S ONE OF THE CRAZIEST THINGS I HAVE EVER HEARD. I WOULD NEVER DO THAT. HOW IS THAT NOT A VIOLATION OF THE FAR? ANOTHER QUESTION FROM SOMEONE USING THEIR CREDIT CARD FOR CONSTRUCTION PURCHASES AND THEIR BOSS DOESN'T WANT THEM TO LET THE VENDOR KNOW WHAT THEIR BUDGET IS." AND THEN WE ALSO HAD ANOTHER QUESTION FROM SOMEONE USING THEIR CREDIT CARD FOR CONSTRUCTION PURCHASES AND THEIR BOSS DOESN'T WANT THEM TO LET THE VENDOR KNOW WHAT THEIR BUDGET IS. LADIES, HOW WOULD WE ANSWER THAT QUESTION? WHO WANTS TO TACKLE THAT?

MELISSA: SO, WE TOTALLY GET AND RESPECT HOW SOME WOULD FEEL UNCOMFORTABLE WITH THIS. AND AS WE SAID, NOT EVERY CIRCUMSTANCE WILL LEND ITSELF TO THIS APPROACH. AND SO, WE SAID EARLY ON THAT YOU'VE REALLY GOT TO RESPECT THE CO, YOUR BOSS, ORGANIZATIONAL READINESS TO TRY SOMETHING LIKE THIS. SO, SOMEBODY MIGHT NOT BE READY TO DO THIS AND YOU NEED TO RESPECT AND UNDERSTAND THAT.

JOHN: TRICKY SUBJECT. YEAH, OBVIOUSLY HAVE TO BE - LIKE YOU SAY, VERY CAREFUL WITH THAT PARTICULAR ISSUE. ALL RIGHT, LET'S JUMP OVER THEN TO QUESTION #2 THAT WE HAVE. "REGARDING TIP #4, 'OPTION PERIODS ARE NOT REQUIRED FOR IDIQ CONTRACTS,' DO YOU MEAN NO OPTIONS ON THE UMBRELLA CONTRACT OR THE TASK OR DELIVERY ORDERS?"

LEISA: SO, I'LL TAKE THIS ONE, MELISSA. THIS IS A REALLY GOOD QUESTION. WE WERE TALKING ABOUT UMBRELLA CONTRACTS BECAUSE DEPENDING ON WHETHER IT IS A TASK ORDER OR DELIVERY ORDER, IT MAY BE NECESSARY TO HAVE OPTIONS. YOU MAY HAVE A PHASED APPROACH TO THE SERVICE. YOU MAY HAVE PRE-PLACED OPTIONS FOR PICKING UP SUPPLIES. SO, WE WERE DEFINITELY TALKING ABOUT THE UMBRELLA CONTRACT. YOU DON'T REALLY NEED OPTIONS IN AN UMBRELLA CONTRACT.

JOHN: VERY GOOD. WELL THEN, LET'S JUMP AGAIN NOW TO QUESTION #3. A LITTLE RISK AVERSION I THINK GOING ON HERE. "I WORK IN AN OFFICE WHERE THERE IS NO WAY I WILL EVER BE ABLE TO TRY ANY OF THESE TECHNIQUES, EVEN THOUGH I WOULD LOVE TO. DO YOU HAVE ANY ADVICE FOR HOW I CAN MAKE THE CASE TO MY CO TO ALLOW ME TO TRY SOME OF YOUR SUGGESTIONS?"

LEISA: OKAY, I WILL TAKE THIS ONE. AS WE STATED EARLY ON, IT IS ULTIMATELY UP TO THE CO WHETHER YOU TRY SOME OF THESE TECHNIQUES. SO WE HAVE TO RESPECT THAT. HAVING SAID THAT, MAKE SURE YOU DO YOUR RESEARCH AND HAVE YOUR FACTS IN HAND BEFORE YOU DISCUSS THIS WITH THE CO. GAO CASES AND REPORTS ARE ALWAYS GREAT WAYS TO REALLY UNDERSTAND THE SPIRIT AND INTENT OF FAR REQUIREMENTS. HOW THE GAO RULES OR INTERPRETS CERTAIN THINGS IS REALLY POWERFUL EVIDENCE SOMETIME TO MAKE YOUR CASE. SO WE ENCOURAGE YOU TO READ THOSE GAO CASES, AND ULTIMATELY KNOW WHEN TO BACK OFF IF THE CO JUST ISN'T READY TO TAKE ON SOME OF THESE NEW TECHNIQUES.

YOU DON'T WANT TO DERAIL YOUR CAREER BY BEING CONFRONTATIONAL WITH YOUR CO OR WITH YOUR BOSS, IF YOU DISAGREE.

JOHN: IT ALWAYS DEPENDS ON THE CULTURE OF YOUR ORGANIZATION. HOW FAR THEY ARE WILLING TO GO AND HELP AND SUPPORT. ALLRIGHT, LET'S TACKLE QUESTION #4. "YOU DIDN'T TALK ABOUT THIS BUT CAN YOU PLEASE SHARE YOUR OPINION ON USING SIMPLIFIED ACQUISITION PROCEDURES FOR COMMERCIAL ITEM ACQUISITIONS UP TO \$7M? THE JULY 2015 CHANGE IN THE FAR REALLY HAS GIVEN US A LOT MORE LATITUDE TO USE SAP."

MELISSA: WOW, THAT'S A GOOD ONE. I THINK THAT ONE SHOULD ACUTALLY BE TIP #11. I THINK THAT'S AWESOME. IT'S INTERESTING. THERE IS SO MUCH TODAY THAT WE BUY THAT IS REALLY COMMERCIAL, YET WE ARE NOT TAKING ADVANTAGE OF THE FAR FLEXIBILITIES TO STREAMLINE. SO, AS YOU STATED, THIS CHANGE WAS MADE IN THE FAR IN JULY 2015. AND, ACTUALLY IT ENDED THE TEST PROGRAM FOR COMMERCIAL ITEMS. IT WAS MADE PERMANENT AND GAVE US THE ABILITY TO USE - AS YOU SAID - SIMPLIFIED ACQUISITION PROCEDURES FOR COMMERICAL ITEM ACQUISITIONS UP TO \$7 MILLION. I THINK FOR CONTINGENCY OPERATIONS OR -- AND, IN SOME INSTANCES, FOR NATIONAL DEFENSE, I THINK THAT THRESHOLD EVEN GOES UP TO LIKE \$13 MILLION. AND SO, THIS REALLY -- I DON'T THINK THAT WE ARE FULLY TAKING ADVANTAGE OF SIMPLIFIED ACQUISITIONS WHEN WE ARE BUYING COMMERCIAL. AND WHEN I LOOK AT THE RANGE OF PRODUCTS AND SERVICES THAT WE ARE BUYING OVER THROUGHOUT THE WHOLE ENTIRE FEDERAL GOVERNMENT, SO MUCH OF WHAT WE BUY IS COMMERCIAL. AND SO, I WOULD CHALLENGE OUR VIEWERS TO REALLY TAKE A LOOK AT FAR 13.5 AND REALLY TAKE A LOOK AT THE DEFINITIONS FOR COMMERCIAL ITEM ACQUISITION. AND THE NEXT TIME A REQUIREMENT CROSSES YOUR DESK, REALLY GIVE IT A SERIOUS CONSIDERATION TO SEE IF YOU MIGHT BE ABLE TO USE SIMPLIFIED ACQUISITION PROCEDURES ABOVE THE NORMAL, WHAT WE CONSIDER TO BE THE THRESHOLD OF \$150,000. SO, THIS GIVES US A LOT OF LATITUDE AND I'M REALLY EXCITED THAT THIS CHANGE WAS MADE TO THE FAR A FEW -- OR BACK IN 2015. AND SO, GREAT QUESTION AND APPRECIATE YOU ASKING IT.

JOHN: AND GREAT ADVICE, TOO. SO LET'S JUMP QUESTION #5. "WHAT IF ONLY ONE BID IS SUBMITTED AND IT IS BEYOND THE DOLLAR LIMIT OF THE ICGE? WHAT ARE THE OPTIONS THEN?"

LEISA: OKAY. THIS IS A GREAT QUESTION. WE CAN'T REJECT A PROPOSAL SIMPLY BECAUSE IT IS OVER THE BUDGET UNLESS YOU SAID YOU WERE GOING TO DO THAT IN THE SOLICITATION. SO LET'S MAKE THE ASSUMPTION THAT YOU DIDN'T SAY YOU WERE GOING TO REJECT IT BECAUSE IT WAS OVER THE BUDGET. AND THE TRUTH IS THAT WE ESTABLISH A BUDGET BASED ON AN ESTIMATE, AN INDEPENDENT GOVERNMENT COST ESTIMATE. SO, WE MAY HAVE MISSED THE MARK ON THE ESTIMATE AND THE CONTRACTORS PROPOSAL MAY BE MORE ACCURATE. SO, IF YOU HAVE QUESTIONS ABOUT THE PROPOSAL, YOU OPEN UP DISCUSSIONS, AND THE FACT THAT THERE IS ONLY ONE PROPOSAL IS REALLY MEANINGLESS. WE WANT TO -- WANT TO GET IT RIGHT AND GET THE PRICE OR REDUCE THE REQUIREMENTS AND COME TO AGREEMENT ON WHAT THE EXACT PRICE SHOULD BE, REGARDLESS OF THE BUDGET WE ESTABLISHED IN THE BEGINNING.

MELISSA: SO, A COUPLE OF THOUGHTS THAT I'D LIKE TO ADD TO THIS AS WELL, AND YOU TOUCHED ON IT. IT'S AN ESTIMATE. I THINK SOMETIMES WE SPEND WAY TOO MUCH TIME COMING UP WITH AN ESTIMATE. IT IS A BENCH MARK THAT WE ARE GOING TO BE EVALUATING PROPOSALS AGAINST. AND SO, IT IS IMPORTANT FOR

EVERYBODY TO REMEMBER, IT IS AN ESTIMATE. SO, WE GET SO WORKED UP SOMETIMES THAT WE HAVE TO BE EXACT AND PRECISE AND I DON'T WANT TO UNDERScore THE IMPORTANCE OF THAT, BUT AGAIN, IT IS AN ESTIMATE. SO --

LEISA: RIGHT, AND I WOULDN'T CONSTRICT YOUR SOLICITATION TO SAY WE ARE GOING TO REJECT PROPOSALS OVER THE ESTIMATE.

MELISSA: RIGHT. ONE OTHER COMMENT I DID WANT TO MAKE TO THIS RELATED TO THE GSA SCHEDULE. BUT OF COURSE, IF YOU GET ONE BID IN, THE RULES CHANGED A COUPLE OF YEARS BACK. I'M HAPPY TO DOCUMENT THE FILE OR MAKE ADDITIONAL EFFORTS TO GO BACK OUT AND TRY TO GET THREE PROPOSALS OR QUOTES IN. AND SO, THE RULES ARE DIFFERENT. WE WANT TO ENSURE MAXIMUM COMPETITION TO THE GREATEST EXTENT POSSIBLE. I JUST WANTED TO MAKE THAT COMMENT BECAUSE THERE ARE DIFFERENT PROCEDURES TO FOLLOW IN SOME CASES WHEN WE ONLY GET ONE BID IN.

LEISA: RIGHT, GOOD POINT.

JOHN: VERY GOOD, THEN LET'S ADDRESS QUESTION #6 HERE. "HOW DO YOU DEFINE A 'TECHNICAL END USER' AS REFERENCED IN TIP #2 - DESIGNATE CORs ONLY WHEN NECESSARY?"

MELISSA: OH GOODNESS, I THINK TECHNICAL END USERS COULD RUN THE GAMUT OF PROBABLY EVERY OCCUPATIONAL DISCIPLINE THAT WE HAVE IN THE GOVERNMENT. FROM THE NURSE THAT MY BE RECEIVING -- BEING THE SIGN OFF ON A HOSPITAL BED THAT A CO MIGHT OF ORDERED OR A PROGRAM ANALYST THAT IS DOING SOME KIND OF STUDY, SOME KIND OF RESEARCH, AN ACCOUNTANT THAT MIGHT BE HAVING AN AUDIT DONE IN AN AGENCY, A TRAINING SPECIALIST THAT'S BUYING A CLASS TO TEACH TO FELLOW GOVERNMENT EMPLOYEES. AND SO, THOSE ARE THE ONES THAT ARE COMING TO MIND FOR ME JUST OFF THE TOP OF MY HEAD. LEISA, DO YOU HAVE ANY?

LEISA: GOOD EXAMPLES. GOOD EXAMPLES.

MELISSA: FOR THOSE KINDS OF BUYS, YOU DON'T NECESSARILY NEED A COR. AGAIN, YOU COULD DESIGNATE A COR. BUT, FOR A SIMPLE STRAIGHT FORWARD BUY WHERE WE JUST NEED SOMEBODY ACCEPTING ON BEHALF OF THE GOVERNMENT, A TECHNICAL END USER MAY BE ALL THAT WE NEED.

JOHN: OUSTANDING. LET'S THEN GET TO QUESTION #7. "THIS HAS BEEN A GREAT SEMINAR THAT WILL HELP ME TRY SOME NEW THINGS IN MY AGENCY. IT WOULD BE GREAT IF FAI, THE FEDERAL ACQUISITON INSTITUTE, COULD COLLECT OTHER TIPS FROM THOSE OF US OUT IN THE FIELD TO SHARE WITH EVERYONE THAT WATCHED THIS SEMINAR TODAY?" HOW WOULD WE DO THAT?

MELISSA: THAT'S ACTUALLY - SO, I'LL TAKE THAT SINCE I AM WITH FAI. THAT'S A GREAT -- THANK YOU FOR YOUR FEEDBACK. I LIKE THAT. IN FACT, I'D LOVE TO INVITE FOLKS, IF THERE ARE PRACTICES OR TECHNIQUES THAT YOU ARE USING AT THE LOCAL LEVEL THAT YOU THINK TIE INTO SOME OF THE IDEAS THAT WE TALKED ABOUT TODAY, WE WOULD LOVE TO RECEIVE THOSE AND THEN SHARE THOSE AS BEST PRACTICES BACK TO EVERYBODY OUT IN THE FIELD BECAUSE I'VE BEEN OUT IN THE FIELD AND I KNOW THERE IS SO MUCH GOOD WORK THAT GOES ON AT THE LOCAL LEVEL. AND AT FAI, WE WANT TO HARNESS ALL THOSE BEST PRACTICES AND MAKE SURE THAT WE ARE SHARING THOSE THINGS WITH OUR COMMUNITY AT LARGE. SO

THANKS FOR BRING THAT UP. AND YOU CAN E-MAIL US ANY TECHNIQUES THAT YOU ARE USING AT THE E-MAIL LISTED ON THE SCREEN. AND WE WILL DEFINITELY TAKE A LOOK AT THOSE. AND WHO KNOWS, MAYBE IT'LL BE ANOTHER SEMINAR THAT WE DECIDE TO DO DOWNSTREAM. BUT WE WILL CERTAINLY TAKE A LOOK AT THOSE AND PUSH THEM BACK OUT TO FOLKS TO SHARE WITH OUR COMMUNITY AT LARGE.

JOHN: FANTASTIC. AGAIN TO OUR AUDIENCE, I WOULD JUST LIKE TO EXPRESS OUR THANKS FOR THESE FANTASTIC QUESTIONS THAT YOU HAVE SUBMITTED. AND LEISA, MELISSA, THANK YOU SO MUCH FOR BEING WITH US HERE TODAY. WE CERTAINLY DO APPRECIATE IT.

MELISSA: THANK YOU.

LEISA: THANK YOU.

JOHN: AS A QUICK RECAP, THE 10 TANGIBLE TECHNIQUES TO TRIM TIME INCLUDE CONSIDER RELEASING THE BUDGET, DESIGNATE CORS ONLY WHEN NECESSARY, USE FAR PART 15 TERMS ONLY FOR FAR PART 15 BUYS, OPTION PERIODS ARE NOT REQUIRED, ESTABLISH AN APPROPRIATE TECHNICAL EVALUATION PANEL, KEEP DISCUSSIONS SIMPLE BUT MEANINGFUL, DO NOT MAKE VENDORS REVISE THEIR TECHNICAL PROPOSALS TO REFLECT NEGOTIATIONS, TRY TRUE NEGATIONS TACTICS, CONSIDER RELEASING TECHNICAL AND PRICE/COST PROPOSAL SIMULTANEOUSLY TO EVALUATION TEAM, AND KEEP FILE DOCUMENTATION APPROPRIATE. WELL, WE HOPE THAT YOU FOUND TODAY'S SEMINAR USEFUL AND THAT YOU ARE ALREADY THINKING OF WAYS YOU CAN APPLY AT LEAST ONE OF THESE TIPS AND TECHNIQUES SHARED BY MELISSA AND LEISA TO IMPROVE YOUR NEXT ACQUISITION.