DE-MYSTIFYING THE FEDERAL PROCUREMENT BUREAUCRACY
IMC National Capital Region

Steven Stryker
Stryker Associates
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CHALLENGES FOR CONSULTANTS DOING BUSINESS WITH THE GOVERNMENT

• Better business alignment between the federal government and consultants

• Stronger working relationships

• Clearer understanding of the federal acquisition process and implications for consultant activity

Produce Meaningful Results That Not Only Solve The Right Problem, But Solve It Right!

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<table>
<thead>
<tr>
<th>STAGES OF THE CONSULTING PROCESS</th>
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<td>(1) Issue Recognition</td>
<td>(5) Resolution Pathways</td>
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<td>• Overcoming resistance to change</td>
<td>• Conducting meetings</td>
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<td>• Client decision to use a consultant</td>
<td>• Giving feedback &amp; presentations</td>
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<td>(2) Consultant Selection</td>
<td>(6) Pathway Implementation</td>
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<td>• Client/consultant meeting</td>
<td>• Overcoming resistance to change</td>
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<td>• Proposals requested and developed</td>
<td>• Resolving conflicts</td>
</tr>
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<td>• Proposals submitted and evaluated</td>
<td>• Implementation planning and control</td>
</tr>
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<td>• Consultant chosen &amp; contract secured</td>
<td>(7) Termination and Evaluation</td>
</tr>
<tr>
<td>(3) Beginning the Engagement</td>
<td>• Writing a report</td>
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<td>• Uncovering client barriers and concerns</td>
<td>• Doing performance evaluation</td>
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<tr>
<td>• Developing strategies for change</td>
<td>• Ensuring successful hand off</td>
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<tr>
<td>(4) Issue Discovery</td>
<td>• Providing follow-up—short and longer term</td>
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<td>• Defining the issue(s)</td>
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<tr>
<td>• Conducting interviews</td>
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<tr>
<td>• Doing types of data-gathering</td>
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# HOW GOVERNMENT USES CONSULTANTS

<table>
<thead>
<tr>
<th>Type</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outsourcing</td>
<td>A personnel allocation in which project performance is primarily accomplished using outside, consultant staff. Due to lack of agency expertise &amp; time, evolved from subject matter expertise to executing operations of agency programs.</td>
</tr>
<tr>
<td>Competitive Sourcing</td>
<td>Began in the 1960s where OMB first asked: are there “commercial activities” being done by the Government that could better be done by Industry? This began a forty year use of OMB Circular A-76 to have the public and private sectors “compete” to determine who should perform future services. The overwhelming majority of those services evaluated were contracted out.</td>
</tr>
</tbody>
</table>
| Inherently Governmental Functions (IGFs) | Decisions made about (1) the discretionary exercise of government authority, & (2) monetary transactions & entitlements.  
Note: These are activities that only Government employees are to perform. |
| Insourcing                  | Today, public/private source selections are no longer done. And with increased sensitivity toward IGFs, have actions to bring consultant functions in-house. |
| Blended Staffing            | Inside and outside expertise is combined together to achieve required performance.                                                         |
IMPLICATIONS FOR FEDERAL CONTRACTS

• Immediate procurement responses
  – Sustain performance under existing contracts or task orders
  – Foster proactive dialogue to help clients identify areas for cost savings
  – Strengthen teaming to produce better ways to identify & resolve issues

• Subsequent procurement tactics
  – Enable more consultant input to new or emerging requirements
  – Demonstrate solutions that offer less technical capability at lower cost
  – Articulate ways to generate cost savings:
    • Share in savings
      – simple target of output pricing saved and a share percentage
      – share in savings for any pricing reached beyond the original projected savings target.
    • Performance price reduction
      – learning curve: consultant agrees to reduce price for services performed each year by set amount
      – volume discount: if the total value of task orders in a calendar year exceeds $X, consultant will reduce
        the price on subsequent task orders performed in following calendar year by Y%
  – Suggest ways to apply results across wider user domain
  – Demonstrate how contract performance realizes cost savings in the
    program, strategic, enterprise IT architecture and budgetary domains

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IMPLICATIONS FOR FEDERAL CONTRACTS

• Longer term procurement strategies
  – Seek new teaming partners with existing contracts
  – Identify blended staffing opportunities
  – Establish consulting teams to pool resources and economies to scale for future proposals
  – Show how value-added performance under existing contracts can create synergies for the acquisition portfolio

• Focus on things we can control, and turn era of challenge into an era of innovation and opportunity
MARKET RESEARCH

• Team approach
• Learn from public-sector counterparts
• Research product/service market information
• Meet with industry
• Look for existing contracts
• Document market research
• PWS can provide flexible means for buyer to more fully communicate the problem so that the seller can provide more innovative solution(s).

• Enables buyer and seller to justify expenditures based on achievement of outputs and outcomes.
PERFORMANCE-BASED SERVICE ACQUISITION PROCESS

Pre-Award Activities

Performance Work Statement (PWS)
Objectives and their related tasks and deliverables focused on desired outcomes.

Performance Indicators
Required levels of task & deliverable performance.

Surveillance Method
Techniques to be used to evaluate Contractor performance.

Positive/Negative Incentives
Used to encourage stronger baseline performance (that is quality, schedule or cost).

Post-Award Activities

Review/Feedback/Evaluation
As needed, adjust performance indicators, surveillance method, and/or incentives. Use Lessons Learned to improve future PWSs.

Apply Incentives
Based upon pre-established incentives, determine amounts paid/withheld.

Monitoring/Evaluation of Contractor Performance
Compare actual performance to established indicators.

Results
Actual performance and/or outputs.
STRATEGIC IMPLICATIONS FOR PBSA

Strategic Objectives

Program A
- Project 1
  - Contract A

Program B
- Project 2
- Project 3
  - Contract B
- Project 4

OUTCOMES
OUTPUTS
RESULTS

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FOCUS ON PERFORMANCE FOR BOTH GOVERNMENT CLIENT AND CONSULTANT

A. Process
1. Focused on **how** requirements are to be met
2. Lacks confidence contractor technical and quality control
3. Micromanages technical effort

B. Personnel
1. Focused on **who** will accomplish requirements
2. Lacks confidence on contractor’s human resource & management
3. Micromanages personnel effort

C. Performance
1. Focused on **what** needs to be done
2. Has confidence in contractor’s technical, management & quality control
3. Provides surveillance and oversight of emerging performance

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SHOULD THE BUYER DEVELOP THE PWS?

• Program staff know the need better in terms of strategic, cultural, budgetary, organizational and political influences on the requirement

• PWS impacts agency activities directly

• Need to involve potential consultants through market research before doing the PWS and then asking for consultant feedback after have a draft

• Can create a database of relevant PWS lessons learned and examples for future use
INCENTIVES

• Concept
  – additional assessor and motivator of contractor performance
  – used after having completed PWS

• Types of incentives
  – Implicit
    • found in every contract.
    • occur through effective performance, innovation strong evaluations, and/or stronger competitive position.
  – Explicit
    • monetary
    • occur through marginal positive or negative dollar amounts or through additional time or money-sharing increments.

• Bottom Line: incentives are used primarily for the buyer’s benefit. Help sustain contract type chosen.
COST ESTIMATES

A. Write and edit the requirement
B. For each task and deliverable in the requirement, answer the following questions:
   1. What Are the types of labor (from the pool) and kinds of materials (from inventory) required to do each?
   2. What Are the amounts of labor (for each type) and amounts of materials (for each type) required for each task or deliverable?
C. Discover the unit price for each type of labor or material category.
D. Obtain [B] & [C] from previous contract pricing information, market research, or in-house experience
E. Compute the total price by summing over all labor categories and material categories
F. Add other direct costs (like travel, equipment or subcontractors) to [E] to obtain cost estimate
G. To keep Cost Estimate “realistic” in light of a budgetary constraint
   1. Put budgetary constraint aside
   2. Do cost estimate using above procedure
   3. Compare estimate to budget
   4. If estimate is high, reduce requirement scope
   5. If estimate is low, have change contingency fund for the existing requirement or increase requirement scope

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## PRICING

### I. INPUTS FROM LABOR CATEGORIES/HOURS

<table>
<thead>
<tr>
<th>OUTPUT</th>
<th>RESEARCHER</th>
<th>SOFTWARE DEVELOPER</th>
<th>WRITER/EDITOR</th>
<th>TOTAL HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gathered Data</td>
<td>200</td>
<td>100</td>
<td>10</td>
<td>310</td>
</tr>
<tr>
<td>Decision Software</td>
<td>100</td>
<td>800</td>
<td>10</td>
<td>910</td>
</tr>
<tr>
<td>Simulation Results</td>
<td>25</td>
<td>600</td>
<td>10</td>
<td>635</td>
</tr>
<tr>
<td>Upgraded Software</td>
<td>25</td>
<td>250</td>
<td>40</td>
<td>315</td>
</tr>
<tr>
<td>Tested Software</td>
<td>50</td>
<td>250</td>
<td>80</td>
<td>380</td>
</tr>
</tbody>
</table>

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II. PRICES FOR EACH OUTPUT

<table>
<thead>
<tr>
<th>OUTPUT</th>
<th>RESEARCHER PRICE*</th>
<th>SOFTWARE DEVELOPER PRICE*</th>
<th>WRITER/EDITOR PRICE*</th>
<th>TOTAL PRICE: THE SUM OF OTHER PRICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>GATHERED DATA</td>
<td>200 hrs.x $41.19/hr. = $8,238</td>
<td>100hrs.x $51.50/hr. = $5,150</td>
<td>10hrs.x $30.90/hr. = $309</td>
<td>$13,697</td>
</tr>
<tr>
<td>DECISION SOFTWARE</td>
<td>100 hrs.x $41.19/hr. = $4,119</td>
<td>800hrs.x $51.50/hr. = $41,200</td>
<td>10hrs.x $30.90/hr. = $309</td>
<td>$45,628</td>
</tr>
<tr>
<td>SIMULATION RESULTS</td>
<td>25hrs.x $41.19/hr. = $1,030</td>
<td>600hrs.x $51.50/hr. = $30,900</td>
<td>10hrs.x $30.90/hr. = $309</td>
<td>$32,239</td>
</tr>
<tr>
<td>UPGRADED SOFTWARE</td>
<td>25hrs.x $41.19/hr. = $1,030</td>
<td>250hrs.x $51.50/hr. = $12,875</td>
<td>40hrs.x $30.90/hr. = $1,236</td>
<td>$15,141</td>
</tr>
<tr>
<td>TESTED SOFTWARE</td>
<td>50 hrs. x $41.19/hr. = $2,060</td>
<td>250 hrs. x $51.50/hr. = $12,875</td>
<td>80 hrs. x $30.90/hr. = $2,472</td>
<td>$17,407</td>
</tr>
</tbody>
</table>

CONTRACT PRICE IS: SUM OF ALL OUTPUT PRICES OR $124,112.

* Prices are taken from determined Loaded Rates.

NOTE 1: The Outputs become the CLINs in the Contract.
NOTE 2: Input resources like Labor are used to compute Output Prices.
NOTE 3: Such computations can be done in a similar way for Invoicing of actual Outputs provided.
NOTE 4: Other Direct Costs are now computed either with each specific Output or common across all Outputs.
<table>
<thead>
<tr>
<th>PERFORMANCE WORK STATEMENT</th>
<th>PROPOSAL PREPARATION INSTRUCTIONS</th>
<th>PROPOSAL EVALUATION CRITERIA</th>
</tr>
</thead>
<tbody>
<tr>
<td>What performance is expected of the contractor?</td>
<td>How the offeror will achieve the performance?</td>
<td>Find the best match between ‘what’ and ‘how’. Quality, Past Performance &amp; Price always used.</td>
</tr>
<tr>
<td>Workplace Planning Services (WPS) provides collaborative, multidisciplinary approaches to develop, design and implement physical space turn-key solutions. The expected outcome is to provide a work environment that aligns real property plans with agency strategic business goals.</td>
<td>TAB A: Experience and Past Performance on Similar Projects. TAB B: Corporate Approach. (1) Facilities (2) Organization (3) Project Teams (4) Quality Control TAB C: Sample Task. TAB D: Key Personnel TAB E: Subcontracting</td>
<td>Award will be made to the responsible and technically acceptable Offeror whose proposal provides the greatest overall value to the Government, price and other factors considered.</td>
</tr>
</tbody>
</table>

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SOURCE SELECTION

Basic Elements

Source Selection Plan → RFP to Industry → Proposals From Industry → Evaluation of Proposals

Discussions (if necessary) → Final Proposal Revisions → Source Selection → Contract Award

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## CONTRACT ADMINISTRATION

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<th>PHASES</th>
<th>STEPS</th>
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<td><strong>START UP</strong></td>
<td>Administration Planning</td>
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<td></td>
<td>Appointment of Technical Representatives</td>
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<td></td>
<td>Post Award Orientation</td>
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<td></td>
<td>Performance Planning</td>
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<td></td>
<td>Establish Project Management File</td>
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<tr>
<td></td>
<td>Form Relationships</td>
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</table>

**CREATING TASK ORDERS**

- Process of Ordering
- Writing the PWS
- Creating the IGCE
- Negotiating the Proposal

**COMPLIANCE ISSUES**

- Onsite Planning and Preparation
- Security-Personnel, Facility Access & Information
- Other Special Concerns

**MONITORING & PROBLEM SOLVING**

- Technical Direction
- Baseline Management
- Meeting Records
- Key Personnel
- Tracking Deliverables
- Periodic Reviews
- Risk Assessment

**INSPECTION & ACCEPTANCE**

- Quality Definitions
- Mutual Responsibilities
- Inspection
- Nonconformance
- Acceptance
- Post Acceptance Rights

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<th>PHASES</th>
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<td>COST CONTROL &amp; PAYMENT</td>
<td>Periodic Cost Reviews</td>
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<td></td>
<td>Analysis of Invoices</td>
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<td></td>
<td>Correction of Cost Problems</td>
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<td>IMPROVING PERFORMANCE</td>
<td>Effective Communication</td>
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<tr>
<td></td>
<td>Recognize Trouble Indications</td>
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<td></td>
<td>Identify Actions</td>
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<td></td>
<td>Resolve Performance Issues</td>
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<td></td>
<td>Handle Disagreements</td>
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<tr>
<td>CLOSEOUT</td>
<td>Responsibilities</td>
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<td></td>
<td>Overall Evaluation Report</td>
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<td></td>
<td>Release of Monitoring File</td>
</tr>
<tr>
<td>CHANGES</td>
<td>Recognizing the Need</td>
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<tr>
<td></td>
<td>Gathering Substantiating Information</td>
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<td></td>
<td>Justifying the Change</td>
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<td></td>
<td>Negotiating Proposal &amp; Reaching Agreement</td>
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<td></td>
<td>Gaining Approval</td>
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<td></td>
<td>Implementing the Change</td>
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<tr>
<td>CLAIMS</td>
<td>Understand Origin of Disagreement</td>
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<td></td>
<td>Take Informal Steps toward Resolution</td>
</tr>
<tr>
<td></td>
<td>Take Formal Steps toward Resolution</td>
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<tr>
<td>TERMINATION</td>
<td>Gather Supporting Evidence</td>
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<td></td>
<td>Determine Type of Termination</td>
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<td></td>
<td>Pre-maturely end Task Order or Contract</td>
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<td></td>
<td>Negotiate and Recover based on Settlement Reached</td>
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<td>ETHICS IN CONTRACT ADMINISTRATION</td>
<td>Principles</td>
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<td></td>
<td>Legislative Guidance</td>
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<td>Examples and Better Practices</td>
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# PARTNERING

<table>
<thead>
<tr>
<th>PRINCIPLES</th>
<th>PRACTICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Government &amp; consultant are teaming to accomplish PWS purpose</td>
<td>Define effective partnering roles &amp; responsibilities informally. It is a matter of mutual respect &amp; control.</td>
</tr>
<tr>
<td>Mutual benefits</td>
<td>Stronger consultant baseline performance &amp; better government monitoring</td>
</tr>
<tr>
<td>Evolving trust</td>
<td>Partners together actively anticipate problems, resolve them &amp; prevent recurrence</td>
</tr>
<tr>
<td>Effective communication</td>
<td>Understand each other's expectations and sustain consensus on PWS objectives</td>
</tr>
<tr>
<td>Effective management involvement</td>
<td>Each side committed to internal improvements needed to strengthen partner relationship</td>
</tr>
<tr>
<td>Handling conflict and measuring success</td>
<td>Sustain open dialogue and ensure periodic performance evaluations occur</td>
</tr>
<tr>
<td>Establishing a harmonious working environment</td>
<td>Acknowledge differing perspectives as means toward innovation</td>
</tr>
<tr>
<td>Everyday application</td>
<td>Partnering means knowing and using effective communication, and problem solving to ensure responsibilities carried out better in handling future issues</td>
</tr>
<tr>
<td>Be ethical—in behavior</td>
<td>Be ethical—in performance</td>
</tr>
</tbody>
</table>

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MANAGING PERFORMANCE

• Ensure continuity of team after contract award
• Assign accountability for managing contract performance
• Ensure all key players are at the “kick-off” meeting
• Regularly review contract performance
• Ask the right questions
• Report on the consultant’s “past performance”
POST AWARD

Contract Award

Government-only

Rules and Agenda

Document

Performance

Post Award Orientation

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ORDERING

Concept
• At time of award, the Government has defined “what”, but not how much, where or when. That is, the “definite” performance and/or delivery schedule(s) will be determined later, at the Task Order Level.

Process of Ordering
• Have signed contract. Know what, but not how much, where or when
• Government now defines output information and time frame for ordered item(s) [PWS & IGCE]
• Consultant responds with delivery or proposal to deliver (PWS & ICE)
• Buyer & seller agree on effort & funds are obligated
• Consultant performs and provides outputs.
ORDERING

— Order is a contract within a contract; it can be modified, terminated or optioned

— Limits pre-defined on total contract and min/max per order

— No limit to number of orders

— Ordered item must be within contract scope

— Previous order results can improve next Order’s effort

— Final Order can be a “bridge” to new contract; performance can last about a year after original timeframe

— Ensure proper evaluation is done

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PERFORMANCE INDICATORS

• Means of determining whether the actual performance (envisioned by the PWS) matches the expected performance

• What constitutes expected performance? The objectives, tasks & deliverables in the PWS form this.

• Challenge?
  - To discover & match appropriate indicators with the expected Performance
  - To use such indicators to improve the actual vs. expected performance "fit."

NOTE: Indicators’ definition and use is what distinguishes a Statement of Work from a Performance Work Statement
PERFORMANCE INDICATORS

• Metrics commonly relate to baseline indicators
  – Technical
  – Cost
  – Schedule
  – Quality
  – Compliance
  – Business Relations

• These indicators are necessary, but NOT sufficient to provide complete performance picture

• The missing metric is **customer satisfaction**
  - Without it will not know whether user is pleased with performance provided.
  - Together these metrics sustain that full and complete performance has been given.
Timeliness, Quality & Cost Tradeoffs
PERFORMANCE INDICATORS

Step One: Define, describe and inter-relate objectives, tasks and deliverables for the Contract or Task Order PWS.

Step Two: Choose indicators to match the elements in Step One. Each one consists of a magnitude and a descriptor.

Step Three: Discover the additional standards (if any) which give rise to indicators.

Step Four: Determine the measurement for each indicator.

Step Five: Apply the indicator measurement to the actual performance. Evaluate match expected to actual performance.

Step Six: Take action to close performance gaps.

Step Seven: Use performance results as input into performance indicators for strategic/operational program activities.

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COMMUNICATION

• When in doubt, talk it out

• Seek to meet baseline, not change it

• Be ready to clarify, to sustain same wavelength understanding

• Build rapport-individually and collectively

• Acknowledge mistakes and seek stronger performance

• Substitute positive responses for excuses

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INSPECTION

• Take a systematic approach
• Sustain that quality meets contract inspection requirements and your own
• Work with Government rep to ensure that inspection methods do not interfere with consultant’s progress
• Do not take direction that leads to inappropriate contract changes

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ACCEPTANCE

• Perform final inspection of output

• Ensure that goods or services fully comply with contract requirements

• Assume ownership of that item—before you present it to Government rep

• Exceptions to final acceptance
  – Latent defects
  – Fraud
  – Warranty

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PAYMENT

- Important as any aspect of contract monitoring

- Payment to consultant for services delivered is Government's obligation under contract

- Ensure payment is made only to consultants who perform according to contract terms and conditions

- Determine payment based on comparison of performance documentation with invoice documentation

- Generally due within 30 days of invoice date or government acceptance
IMPROVING PERFORMANCE

I. Warning signs of a project in trouble:
   A. Delays
   B. Cost overruns
   C. Quality shortcomings
   D. Chronic technical problems
   E. Excuses
   F. No action plan

II. Identifying courses of action:
   A. Recognition that a problem exists
   B. Definition of the problem
   C. Causes of the problem
   D. Alternative ways of resolving the problem
   E. Choice of alternatives
   F. Implementation & control

III. Implications:
   A. Process not used to punish consultant
   B. Know that firm's performance failure may effect earnings, completion and future work
   C. Proactively dialogue about preventive measures

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CLOSEOUT

• A contract is not completed until “closed”

• Ensure that:
  – All client requirements have been met and accepted
  – Consultant has received all monies due
  – Releases from liabilities, obligations, claims obtained from consultant
  – Past performance has been documented
A contract change is any written modification governed by the Changes clause.

Only Contracting Officers acting within the scope of their authority can execute contract changes.

The Contracting Officer must not execute a contract modification that causes an increase in funds required for performance without first obtaining certification of funding availability.

Unilateral modifications are for administrative changes.

Bilateral modifications are for equitable adjustments due to changed performance agreed to by consultant.

The optimal number of changes is zero.
CHANGE PROCESS

• Identify reason(s) to change the contract

• Perform technical analysis—with input from the Government and consultant

• Make the case to the Contracting Officer

• Obtain consultant justification

• Negotiate and agree to contract adjustments
CONSTRUCTIVE CHANGES

- Change in performance beyond minimum contract requirements
- Word or deed by Government representative which when acted on by the consultant requires effort that is not a necessary part of the contract
- Avoid like the plague!
DISPUTES

- Dispute: when controversy develops over interpretation of contract terms

- Attempt to resolve disputes

- Before contract is terminated
  - Do not let problems grow
  - Work through issues as soon as they occur
  - Sustain government/consultant interaction
  - Develop a recovery schedule or plan
  - Document, follow up, document
The Standard

• Avoid the Act or the appearance of the Act of any action which would compromise integrity, objectivity, and impartiality.
DO

• Place **loyalty** to the Constitution, the laws, and ethical principles above private gain

• Act **impartially** to all groups, persons, and organizations

• Give an **honest effort** in the performance of duties

• **Disclose** fraud, waste, abuse, and corruption
Do not

• **Use nonpublic information** to benefit self or associates

• **Solicit or accept gifts** from parties doing business with or seeking official action

• **Make unauthorized commitments** or promises

• **Use federal property** for unauthorized purposes

• **Take jobs or hold financial interests** that **conflict with government responsibilities**

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BUSINESS STRATEGIES

LESSONS LEARNED

• Focus and scope stronger ways to use the acquisition process for your business

• Apply insights creatively to current contracting conditions

• Evolve responses as acquisition conditions change

BEST PRACTICES

• Use business successes as prelude to further federal contracts

• Seek new areas for service offerings

• Broaden ways to demonstrate effective cost and technical performance

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TAKE AWAYS

• FROM THE CONSULTING PROCESS
  • Steps demonstrate complete services provision
  • Flow is toward enhancing organizational performance
  • Process takes into account both technical and communication challenges

• TO ENGAGE IN FEDERAL CONTRACTING
  • Structure and implement approach as Federal client would themselves
  • Respond to Federal client’s needs to increase performance
  • Use acquisition process to full benefit of Federal client and consultant

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Management Concepts

Federal Publications
http://www.fedpubseminars.com/Book/

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