The Top 10 Mistakes of RFP Preparation

Presented by

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What we’ll cover

- Review of the basics of proposals
  - Review of trade off – what is it?
  - Top 10 run down
    - Not necessarily in order from least to most important...
The Basics – Acquisition Decisions

Best Value Continuum

IFB

RFP

RFP

LPTA

Best Value Trade-Off
Request for Proposal (RFP), cont’d

- **Trade Off Process**
  - Award is made to highest rated offeror, price and non-price factors included, that results in Best Value to the Govt.
  - Time permits.
  - Evaluation Factors clearly defined in RFP/relative importance to price is clearly stated.
  - Permits different approaches from offerors – generally a performance “spec.”
  - Discussions may/may not be conducted.
  - Competitive range determination/ FPR allowed.
1. Not Being Ready

- **Experience, skill sets** – *know your capability, don’t guess.*
- **Business acumen** – Federal work is complicated with lots of red tape.
- **Attitude & assumptions** – the Government owes you the opportunity to participate in Federal procurements. It doesn’t “owe” you a contract.
- **Education / knowledge** – get as much education about Federal contracting as you can. Know how the agency you want to do business with does it’s contracting. Know their “language” – “Corps-speak” is different from “Air Force-speak.”
- **Market Research** – who buys what you sell? Stop wasting time; concentrate on only those Agencies that match your business lines.
- **Wanting it all**…must be willing to start small or be a subcontractor.
- **Choosing the right partners** for successful performance and not getting used as a pass-thru for your status or getting caught in a bad deal for you.
- **Financial Planning** – floating multiple contracts.
2. Not Reading/Understanding the RFP

- Read *the whole thing* more than once.
- Get someone else to read *the whole thing*.
- Look up all the clauses – they can change as new laws are enacted. *(example – “Limitations on Subcontracting” has changed…)*
- Don’t make assumptions based on a previous procurement…

Make a checklist identifying—

- Evaluation factors & points to hit
- Submission requirements – formatting, page limits, etc
- Check all off as you do them – then have *someone else* look at it…
3. **Not Following RFP Instructions**

- **Not demonstrating in sufficient detail that you are hitting all points in the technical requirement.** *Evaluators should not have to make a huge leap to decipher your intent.*

- **Not complying with formatting requirements** - *page limitations, layout, volume content, skipping sections or required information, errors, etc.*
  
  - Whatever you send must clearly illustrate that you meet the technical qualifications for the work. *Extra pages will not be evaluated.*

- **Delivery of your proposal** – *You must deliver to the office identified in the RFP. It must be in the “bid box” by the date/time designated or it’s LATE.* *No electronic submission unless RFP allows it.*

- **Not acknowledging amendments**
4. Consistency across tables, exhibits & other information

- Math errors across tables & exhibits.
- Inconsistent data contained in one table that supports another in the proposal. Ex: one table has 6 elements to show xyz, but in another section, xyz shows 7 elements.
- Not following examples furnished on how to complete a section.
- Making the mistake of assuming you will get a chance to “fix it” in the final proposal revision. “It’s good enough for now” mentality.
- Consistency in transferring info to Final Proposal Revision. Forgetting to update figures & tables to agree with changes made in the verbiage.
5. **Not Asking Questions**

- Submit in writing by date specified.
- Not attending the pre-bid meeting, industry day, or site visit. Your chance to verify what the project entails. You’ll be stuck with your assumptions, which could be faulty.
- **READ** all the answers posted and make sure your proposal covers those. *Don’t expect to be given specific instructions – answers will be specific to a point and/or direct you to relevant solicitation provision or clause/section.*
- Point out exact reference area of solicitation and state the question or discrepancy in clear, concise terms. *If a contradiction exists, point out that as well, noting the reference pages & paragraphs.*
- **ACKNOWLEDGE AMENDMENTS** resulting from the RFI’s posted. These are “material” and could result in you being classified as non-responsive!
6. Underestimating Resources / Capabilities

- **What you price now cannot be changed after award** – even if you underestimated resources. What’s the worst case & what’s the plan if that happens?

- **Can you REALLY do this work?** What happens if I lose my primary subcontractor? Can I continue?

- **Do you have enough people assigned to work the contract?** If you’ve doubled-up on positions, does the contract allow that?

- **How much do you need to subcontract because you don’t have the capability in-house?** Are you in compliance with clauses requiring minimum percentages of self – performance?

- **How labor laws (minimum wages) affect pricing, work plan, etc.** Have you classified your employees correctly and are you paying them the right wage? (e.g. Service Contract Act, Davis-Bacon Act)
7. **Frontloading / Unbalanced / Unrealistic Pricing**

- Allocating costs to inappropriate pool – may affect O/H rate.
- Including costs not allowable *(familiarity with FAR Part 31)*
- Shifting costs to 1st year under option year contracts or shifting costs to other line items to get paid for investment items upfront.
- Deliberately under pricing so you will get the award.
- Double accounting – costs included (duplicated) in more than one line item or in more than one contract…
- Including “contingency” costs for those “just in case” scenarios
- Not explaining in your proposal why you did what you did.

*If you must include a cost that makes your pricing look unbalanced, explain why.*
8. Too Much Subcontracting!

- Not in compliance with clauses requiring minimum percentages of self – performance. (e.g. “Limitation on Subcontracting,” “Performance of Work by the Contractor,” Notice of Price Evaluation Preference for HUBZone Small Business Concerns” clauses)

- Overly reliant on another company’s resources, expertise, etc. Increased risk of failure. Risk of Affiliation.

- Taking on work outside of your capabilities and passing it on to another company just to get your foot in the door.

- Getting involved in teaming solely for size status. Pass-throughs!

- Higher costs – hard to be competitive if most is subcontracted out – affects price, management, billing, coordination amongst subs, etc. Increased risk of failure.
9. **Assuming You Get A Second Chance**

- Assuming you will get to negotiate and revise based on a better understanding of what is involved once you get through the first round. “Good enough” isn’t good enough.

- **Counting on Discussions.** Trade-Offs can be held without discussions – don’t count on being able to “explain” your proposal.

- **Submitting a “boilerplate” proposal used before.** A one-size-fits-all approach is a bad decision.

- **Not treating a proposal as if it’s the final offer and price.** If you don’t have enough time to do it right the first time, you may not get the opportunity to do it over.
10. **Incomplete – Irrelevant Past Performance**

- **Assuming Past Performance is same as Experience** – not the same
  
  Experience = I have done it      Past Performance = I did it well

- **Not sending the specified information** – send what it calls for – (e.g. 3 projects completed in last 5 yrs), copies of eSRS reports, etc.

- **Sending information only on prime contracts held by your company.** If you were a major subcontractor – include it, if relevant.

- **Not admitting you don’t have relevant past performance** – don’t try to fake it.

- **Taking credit where it doesn’t belong.** Trying to “claim” credit for past performance where you were not the prime or on a teaming arrangement that was instrumental in doing the work.