

My Big, Slow Fail

A Comedy Of Errors

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Illustration by Jim Elmore

“Oh, I almost forgot,” said my soon-to- retire predecessor, as he prepared to hand his responsibilities over to me one sunny day in late July 2009. “This services contract you’re taking over is about to expire. You’ll need to set up a follow-on, but don’t worry. Everything is pretty much set. It shouldn’t take much effort.”

He showed me a Justification & Approval (J&A) document, supporting the decision to award a sole-source contract to the incumbent. He also gave me a Performance Work Statement that explained all the work, and an Independent Government Cost Estimate (IGCE). All that remained, he said, was to cross a few t's, dot a few i's, and the work would continue uninterrupted. We expected to have the new contract signed by October, plenty of time before the original one ended on Dec. 31. I'm no contract expert, but this looked pretty easy to me.

Turns out, first impressions can be misleading.

Just One More Thing

My frequent telephone conversations with the contracting officer (CO) over the next few weeks were quite positive. It looked like we'd need 60 days to award the contract, which sounded long but not outrageous. I was optimistic that we could be faster, but I figured there was wisdom in building in a little cushion. Better to under-promise and over-deliver, right? One nagging issue was that I seemed to uncover new stuff at every turn.

A typical phone call to the CO would go something like this: "We're in good shape ... Oh, wait, the J&A needs to address this ... and that ... and this other thing." Or: "Turns out the market research isn't complete—I should've mentioned that sooner." Then there was, "Did I mention we need a program management plan?" You get the picture—and eventually so did I, although I was embarrassingly slow to act on it. I kept asking for a list of all the necessary tasks, documents, and reviews. And the list just kept on growing.

After playing several rounds of Just One More Thing, I finally did what I should have done much sooner: I visited the CO in person. I know, I know, failing to get face time right away is a rookie mistake. And yes, I have all sorts of excuses for not doing it sooner: It looked like things were lined up and ready to go; we talked on the phone all the time; our offices were on different sides of a big river with few bridges, and it seemed inefficient to spend half a day in transit for a one-hour meeting; and so on. But really there's no good reason for not making the trip. I should have known better.

Over the River and Through the Traffic

Making the trek across the unnamed river was no mean feat in an area with notorious traffic and many one-way streets. But I managed to survive the bridge and the confusing road signs, and I located the contracting shop. It was now September.

The purpose of the meeting was to go over the contract plan from start to finish, highlighting all the necessary documents, reviews, and other required steps between now and awarding the contract. I kicked myself for the weeks I'd wasted and for overlooking the signs (obvious in hindsight) that there was more to this effort than met the eye. But I was there now, determined to get a solid game plan on paper. At this point it still looked like a 60-day effort.

When I met the CO in person for the first time, I also met his replacement ... for the first time. We were going to start over in more ways than one. See, the J&A had been rejected. We were now looking at a full-and-open competition, which made the stack of required documents and reviews grow exponentially. So much for those few i's and t's.

Instead of the simple contract effort I'd been handed, I was now looking at a complex competition with a multi-award, indefinite-delivery, indefinite-quantity contract projected to go to several vendors. And instead of 60 days, the new estimate was seven months, a figure that triggered my gag reflex. This was an embarrassing development for a guy who's built a reputation advocating the FIST (Fast, Inexpensive, Simple, Tiny) approach to acquisitions.

During the meeting, the new CO sketched out all the necessary documents and reviews for me as requested, but he did so by hand on a piece of notebook paper. That was less impressive and professional than it sounds. As we walked down the list, we frequently jumped back up the page to add steps and documents that were overlooked in the first pass. That didn't increase my confidence. By the end of the meeting, having gone through the list several times and garnered multiple assurances that it was everything we'd need to do, I was satisfied the list was complete.

Clearly, I'm an idiot.

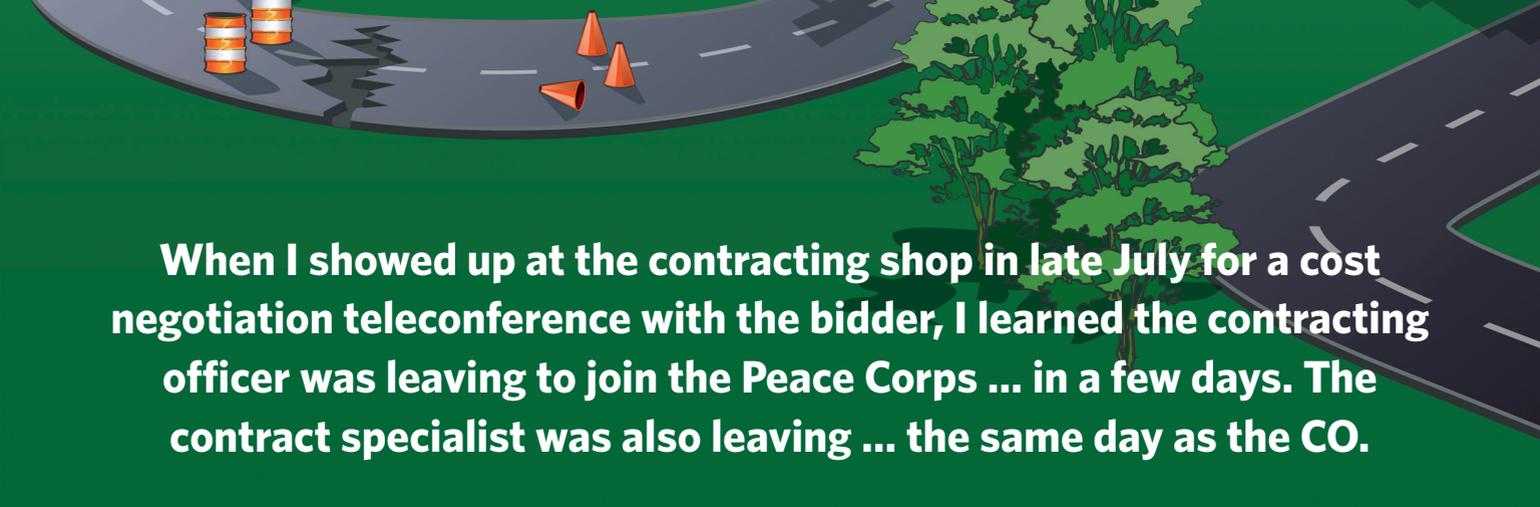
Back to the Drawing Board

During the long drive back through the traffic and over the river to the office, I had plenty of time to think about my situation (in between alternating bouts of traffic-induced terror and traffic-induced boredom). I soon convinced myself a competition was a good thing, despite the seven-month timeline and the handwritten list of milestones.

See, I like competition. It tends to improve quality and reduce cost. I didn't like the seven-month estimate but figured we could find ways to trim that down once we dove in to the details. I knew I could do things faster than the CO expected and was pretty sure I could help the rest of the team do the same. I convinced myself an April award might not be so bad.

Immediately after that meeting I rewrote the Performance Work Statement, making it more explicit and specific. I started creating other documents and meeting more of the stakeholders. The CO and I worked our way through that handwritten list. We seemed to be making progress.

Then, in a fine display of initiative but a poor example of coordination, someone launched another round of market research but changed the North American Industry Classification System code on the query without consulting me. This meant every interested responder was the wrong kind of company and entirely unsuited to do the work, much to everyone's frustration. It also meant we lost more time



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because we had to do the research over again. I eventually convinced the CO we needed *this* kind of company, not *that* kind of company. We did another round of market research, now with the original (i.e., correct) NAICS code. Would you believe we found only one responsible source? Yup, it was the incumbent.

You know what that means: We were not in a competitive environment after all. Time to revisit my predecessor's original J&A and scrap many of the competition-specific documents I'd just spent weeks writing. Meanwhile, the original 60-day window had long since come and gone.

We extended the period of performance for the active contract by another nine months, so the December deadline was no longer hanging over our heads. We had plenty of financial ceiling left for some reason, and now we had until the following September to award the new contract. That should be more than enough time, right?

Snowed Under

Right around October, which attentive readers may recall was the original award date, I was introduced to a little thing called an acquisition strategy panel. The ASP is a big review where the CO and the program manager (that's me) present their strategy to a high-ranking decision maker. The ASP wasn't on any of the previous lists of Things To Do. I also got a big template to fill out, addressing all aspects of the effort, including documents, reviews, and requirements. "Gosh," I said to myself, "it would have been nice to see that template four months ago. I'm pretty sure it's exactly what I asked for at the first face-to-face."

We got to work preparing for the ASP. Because I'm the luckiest man in the world, the ASP was scheduled for the middle of December, which is when a huge snowstorm shut everything down for a week and forced us to reschedule. Then we bumped up against the holidays. The next available date wasn't until February, so there went another six weeks. The ASP itself went smoothly, and we got approval to proceed. Then Snowzilla came back and shut things down for another week. We lost what little momentum we had.

For the next seven weeks, I called the contracting shop multiple times per week and asked whether the J&A had been signed by the ASP chair. The answer was always the same: "Not yet, but we're working on it." Finally I contacted the ASP chair directly and immediately got a signed copy of the J&A in my inbox. It was dated seven weeks previously. I decided this was an appropriate time to practice saying all those words my mom always told me were inappropriate.

The J&A had apparently been sitting around, signed but undistributed, for almost two months. Why? I don't know, but I take full responsibility for being too patient, too polite, and too gullible. The important thing was that the document was signed and I had a copy. It was now late March.

With a signed J&A in hand, I tried to get it posted to <Fed BizOpps.com> for the obligatory review period. I was originally told it would need to be posted for two weeks. Then it looked like we could do it for three days. Hooray! With the usual CO out of the office, a backup CO posted it for three days, assuring me this was sufficient. But when the assigned CO returned, she reaffirmed that two weeks would indeed be necessary. Even worse, the previous three days wouldn't count towards those two weeks. One step forward, two weeks back.

Two weeks came and went. No interested parties responded to the J&A, so we were cleared to proceed. It was now June. Unable to reach the CO by phone, I sent a note asking how the final internal review was going. Imagine my surprise when I got an automated out-of-office email saying she was gone and would be out of the office for the next two weeks ... including the date scheduled for releasing the solicitation. Despite almost daily conversations about schedules and events, a two-week absence during a key milestone somehow went unmentioned. I can't tell you how happy that made me.

We ended up sending the solicitation a few days later than scheduled, but not before we played two more rounds of Just One More Thing. That's right, two days after the solicitation was supposed to be sent we discovered a necessary document was missing from the package. Two days after



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that, we realized another piece was missing. Thankfully it doesn't snow in June here, otherwise I'm sure we'd have had another delay.

Just One More Thing (Reprise)

Against all odds, things progressed. We received the proposal. We reviewed it. It looked fine. And then we got specific about the timeline for doing things like awarding the contract and starting work. That's when I was told we couldn't have two simultaneous contracts with the same company to do the same work. This meant that we could award the contract at any time during the summer, but the period of performance couldn't actually begin until Sept. 15, shortly before the current contract ended—unless I wanted to cancel the current contract “early” (I didn't). In the minds of almost everyone but me, this reduced the urgency to get the contract signed and awarded.

When I showed up at the contracting shop in late July for a cost negotiation teleconference with the bidder, I learned the CO was leaving to join the Peace Corps ... in a few days. The contract specialist was also leaving ... the same day as the CO. You can't make this stuff up. Replacements hadn't been identified yet, but office management promised everything would be ready to go before they left. Where have I heard that before?

A new team formed over the next few days. We got together immediately and put together an updated schedule with a contract award on Sept. 9. Would you believe that in late August, two weeks before the scheduled award, I learned the new contract specialist would leave in three days, after less than a month on the job? For those of you keeping track, that's four specialists in 12 months. And then the CO went out sick for two weeks.

I requested and received multiple assurances that the Sept. 9 award date would hold, despite the concurrent turnover and illness. My natural optimism stretched to the breaking point, but I didn't have much recourse. On Sept. 8, I was assured everything was on track to award. The next day, well, let's just say the pattern persisted.

Do I even need to say it? Things got delayed again, which surprised nobody, angered many, and made everyone nervous because the end of the fiscal year was almost upon us. The new award date was Sept. 17. I can hardly bring myself to write the next line but I'm afraid I must.

Late in the afternoon of Sept. 15, we managed to squeeze in another round of Just One More Thing.

Yup, six days after the contract was supposed to be awarded, I was told I'd need to fill out some new document I'd never heard of before and get it signed by a general officer, and we needed it before the contract could be awarded.

No problem. I got the letter signed in less than 36 hours. We had a few more delays and a few more requests for new information, but eventually we passed the final reviews. And then, on Sept. 23, 11 months later than the original date and six days after the “final” deadline, the contract was awarded. As the new fiscal year began, work transitioned from the original contract to the new one. Life went on. No funds expired. I took a day of leave. And so this story ends, not with a bang but a whimper.

Pastor Leon Hayduchok once told me, “If you reduce a story to a point, you'll miss the story.” And so, rather than wrapping this all up into a pithy lesson like Aesop's Fables, I instead offer this story as, well, a story. It's something to read and reflect on. Possibly to commiserate over. Maybe to laugh at. Hopefully to learn from. But boiling it down to a few easy talking points simply wouldn't do it justice. I have an inkling of what this experience taught me; I'm sure you'll glean lessons of your own from this sad, sad tale. All that's left to say now is ... The End.

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