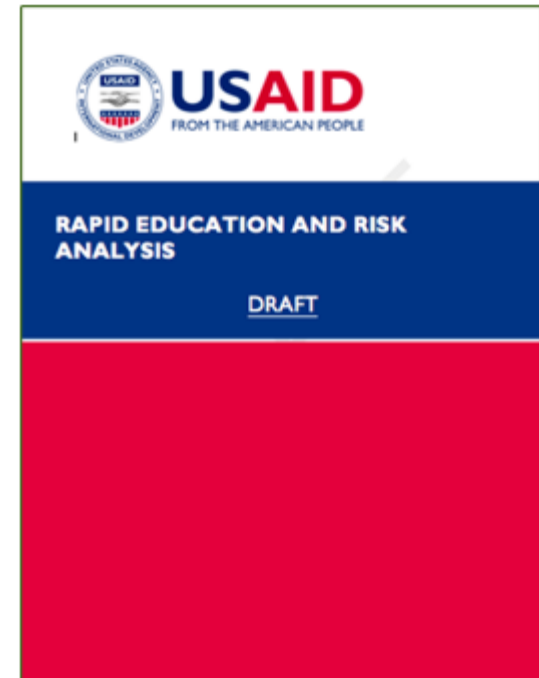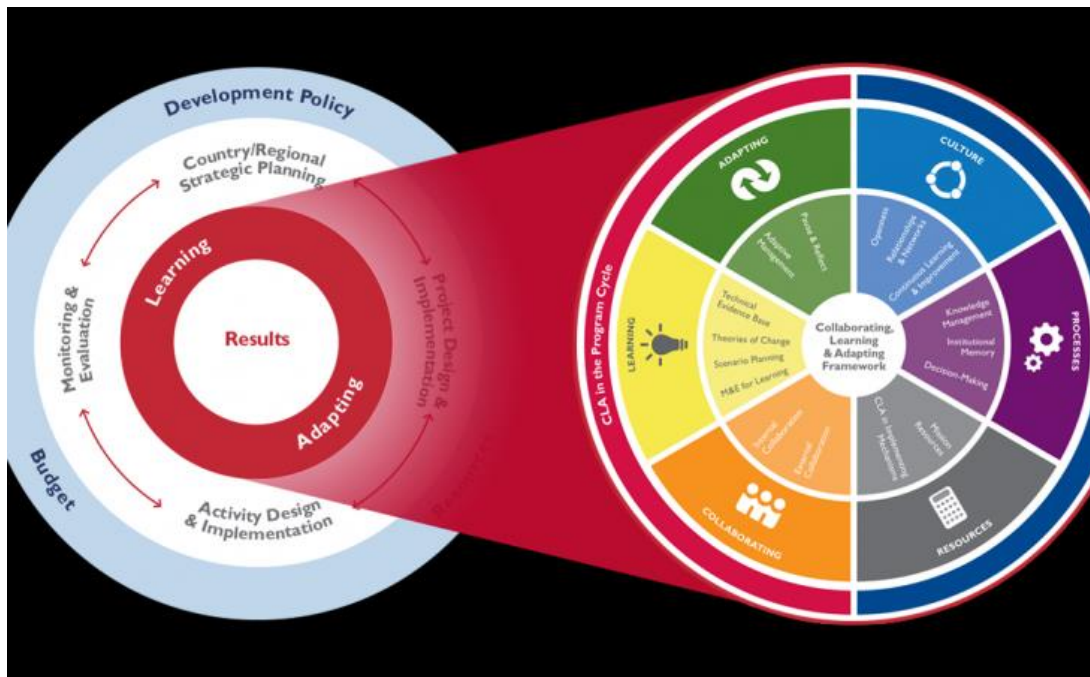# RERA PROCUREMENT AND USAID'S CLA APPROACH
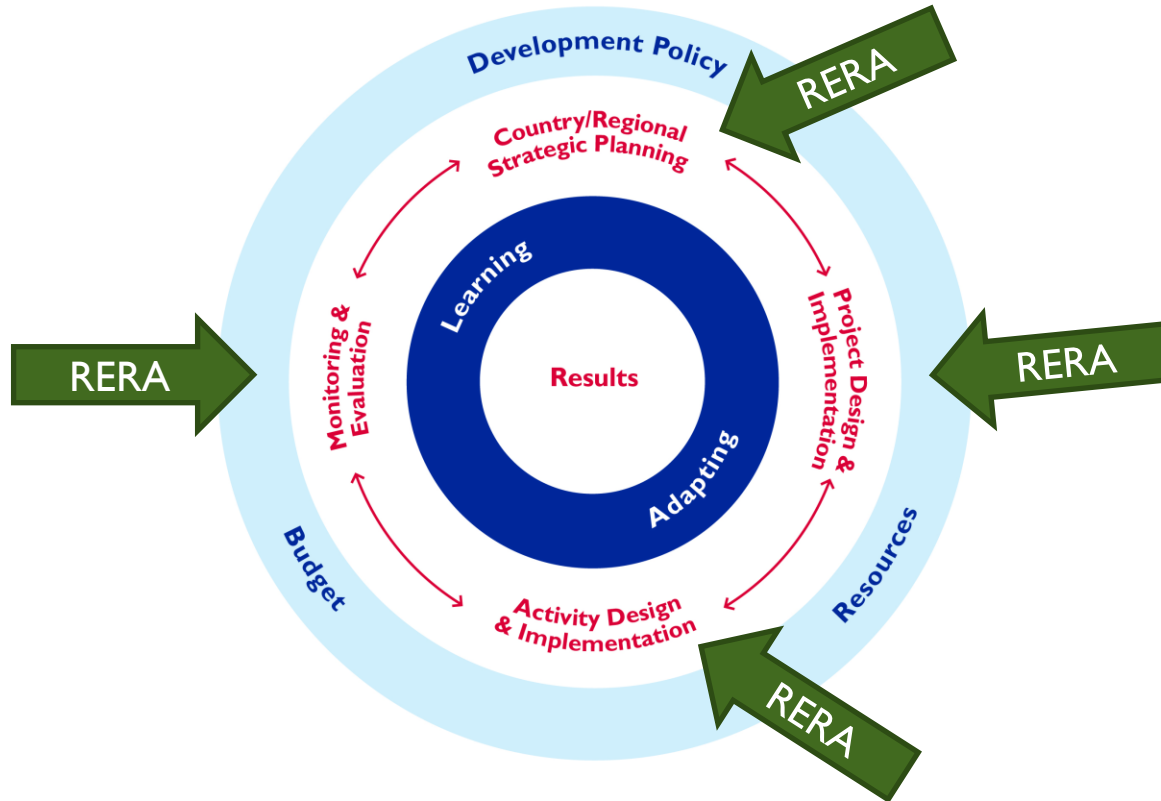
I WANT A RERA!!

How do I get it?
How do I prepare
for adapting?

USAID'S PROGRAM CYCLE

A RERA can be conducted at any time in the program cycle.

USAID Program Cycle

WHEN WOULD CONDUCT A RERA?

Program Level
- Pre-design to inform CDCS

Activity Level
- Post-award under Statement of Work (first 90 days)
- Mid-activity, evaluation, rolling, in response to unforeseen impacts or underperforming results

Change in Context
- Sudden onset disaster
- Escalation of violence
- Surge in displacement

Remember: these are not mutually exclusive particularly under USAID's CLA approach.

RERAS AND CLA

CLA is a joint effort by USAID and its implementers to ensure activities are responsive to on-the-grounds need. CLA is first used by USAID in the Strategic, Project, and Activity Design Processes. The CLA baton then passes in part to implementers, with USAID remaining a partner.

Sharing RERAs and other information (e.g., Conflict Assessments) are essential to CLA and to informing RERA timing.

> Think of RERA as a structured, quick tool to facilitate collaboration and learning and create a sound basis for adapting approaches to better needs of beneficiaries.

Common Activity Level RERA Scenarios

Planning → **Solicitation** → **Award**

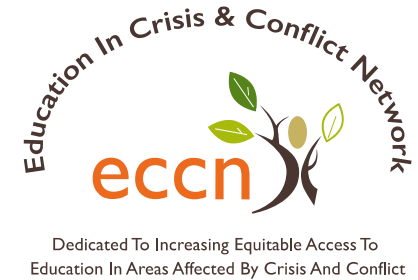- USAID contracts for RERA to inform activity design and solicitation
- RERA informs activity design and solicitation
- Implementer continues to monitor for triggers for a new RERA as a part of their MELP

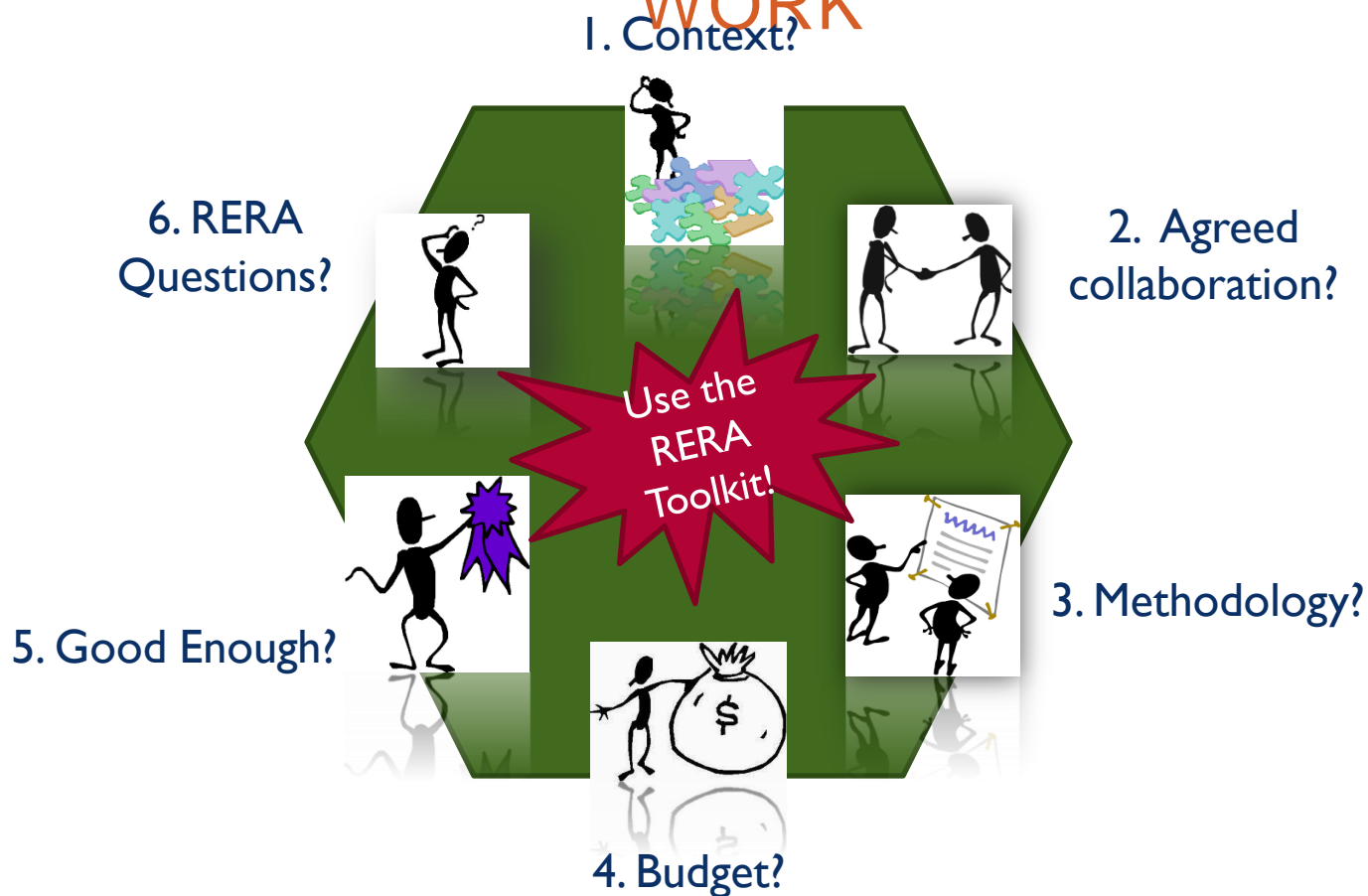**Planning** → **Solicitation** → **Award**

- Solicitation requires RERA after award (as coordinated between implementer and USAID)
- Implementer contracts for RERA (plus continues to monitor for triggers for a new RERA as above)

How does USAID or the Implementer contract for a RERA?

WRITING AN EFFECTIVE STATEMENT OF WORK

1. Context?

2. Agreed collaboration?

3. Methodology?

4. Budget?

5. Good Enough?

6. RERA Questions?

Use the RERA Toolkit!
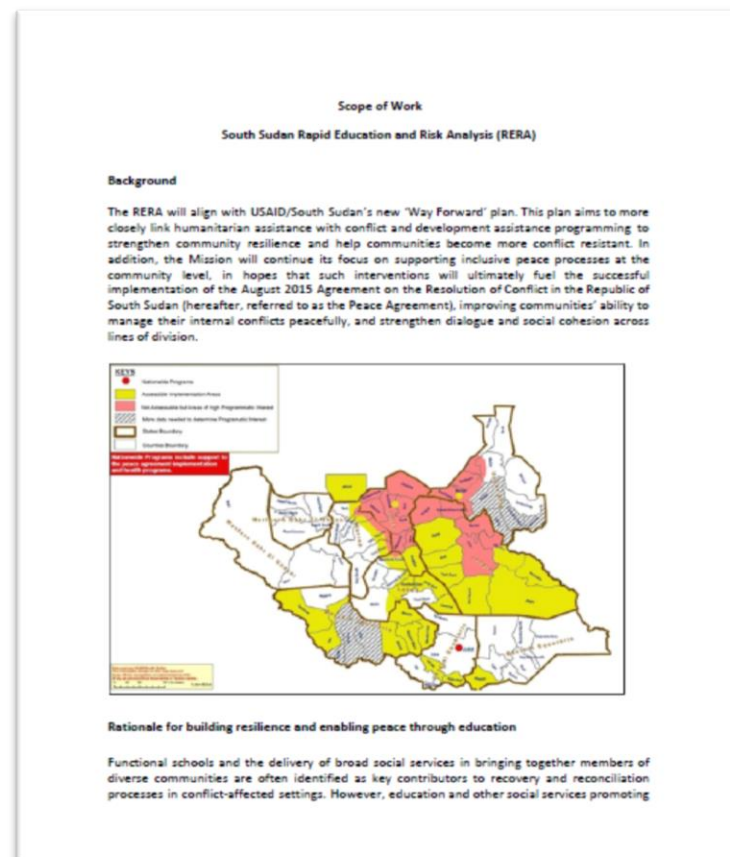
SUDAN RERA SOW

Exercise: *Let's look at USAID/South Sudan RERA SOW.*

- In your groups, see if you can identify where/how the six points just discussed are addressed in the document.
- Report out.

Common Activity Level RERA Scenarios

Planning	Solicitation	Award
• USAID contracts for RERA to inform activity design and solicitation	• RERA informs activity design and solicitation	• Implementer continues to monitor for triggers for a new RERA as a part of their MELP

Planning	Solicitation	Award
	• Solicitation requires RERA after award (as coordinated between implementer and USAID)	• Implementer contracts for RERA (plus continues to monitor for triggers for a new RERA as above)

Post-RERA? How do I ensure my implementing instrument is able to be adapted?

"FLEXIBLE INSTRUMENTS"

What is a flexible instrument to you?

- While there are limits to modifying awards (particularly contracts), the **single most limiting factor under control** of the agency is the way in which USAID writes the Statement of Work (SOW) or the Program Description (PD).

- **Overly prescriptive SOWs and PDs will clearly limit future changes.**

Performance-Based Service Contracting (PBSC)

Performance-based contracting involves structuring all aspects of the Acquisition around the purpose of the work to be performed as opposed to either the manner by which the work is to be performed or a broad, imprecise statement of work.

The "What"…not the "How"

DESIGN VS. PERFORMANCE-BASED SOW

Design = "How"

Performance = "What"

Inputs
- 1 Expat COP (with blonde hair, blue eyes, PhD)
- 1 local hire
- 3 Reading Specialists

Process
- Train Teachers
- Use EGRA
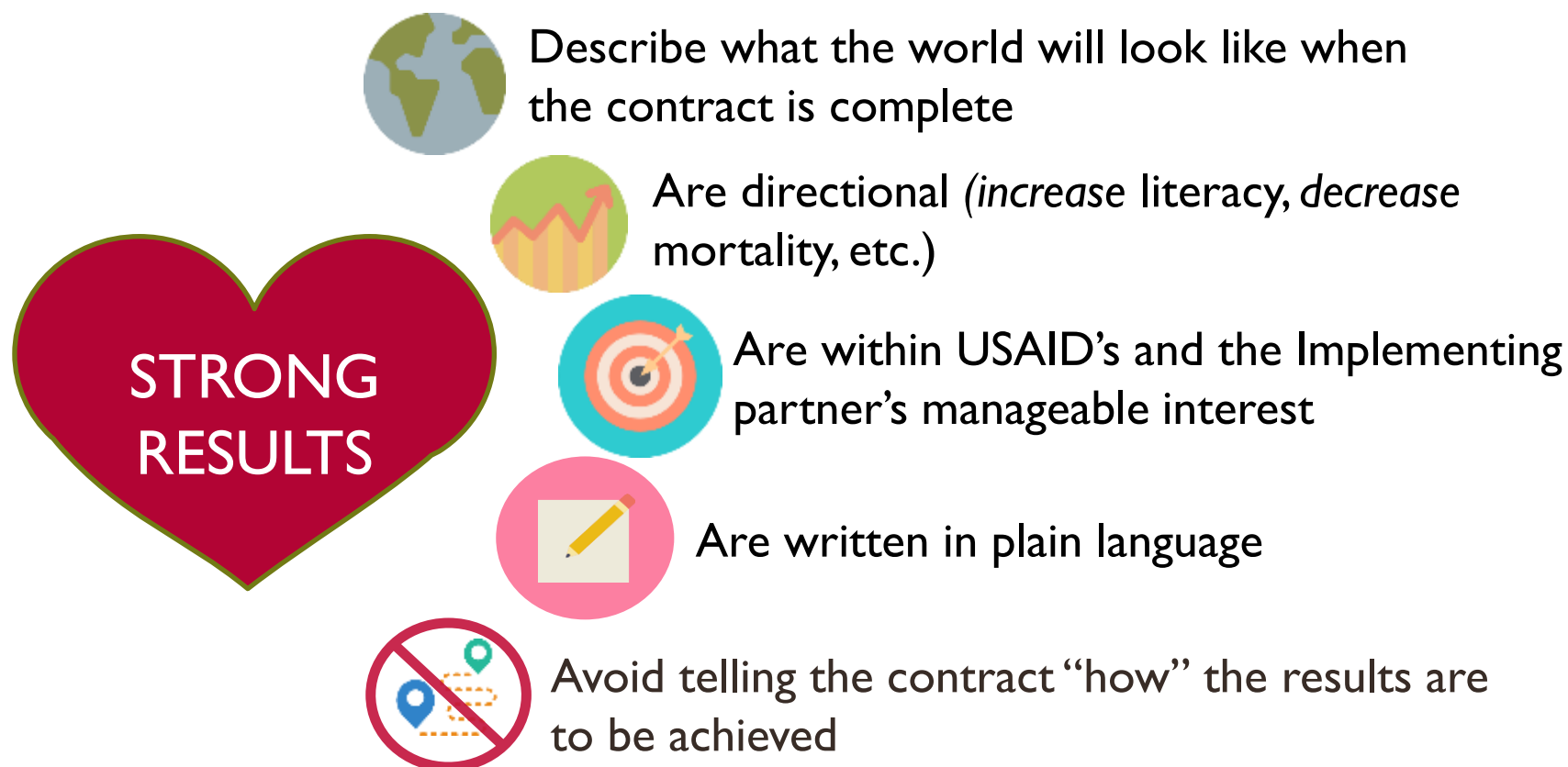- Issue Subgrants
- Buy reading materials

Output
Improved Reading Skills of 5-7 year olds in Province Z

"Design" SOW includes inputs, process and output

A P-B SOW focuses on the output

THE 5 CHARACTERISTICS OF STRONG RESULTS

Describe what the world will look like when the contract is complete

Are directional (*increase* literacy, *decrease* mortality, etc.)

STRONG RESULTS

Are within USAID's and the Implementing partner's manageable interest

Are written in plain language

Avoid telling the contract "how" the results are to be achieved

* (PL 106-398, Section 821) *FAR Part 37.102 Policy: "Performance-based acquisition (see subpart 37.6) is the preferred method for acquiring services"*

MAKING YOUR INSTRUMENT FLEXIBLE


But… we CARE about how the work is done!!!!

VALUING THE "HOW"

The most appropriate place to let implementers know what USAID will value in their approach is through solicitation evaluation criteria.

- In lieu of dictating the staffing pattern, consider evaluation criteria which allows USAID to "rate" the team established by offerors in their proposals.

- In lieu of the dictating the process, consider evaluation criteria which allows USAID to "rate" soundness of approach based on standards established by USAID in the evaluation criteria or instructions to offerors.

WHAT CAN IMPLEMENTERS DO?

- Respond to Requests for Information (RFIs), draft Requests for Proposals (RFP) and other opportunities for feedback and suggest removing prescriptive sections and substituting evaluation criteria
- Respond to RFPs in the same way
- **Don't ASK** for more details about how something is to be done ---
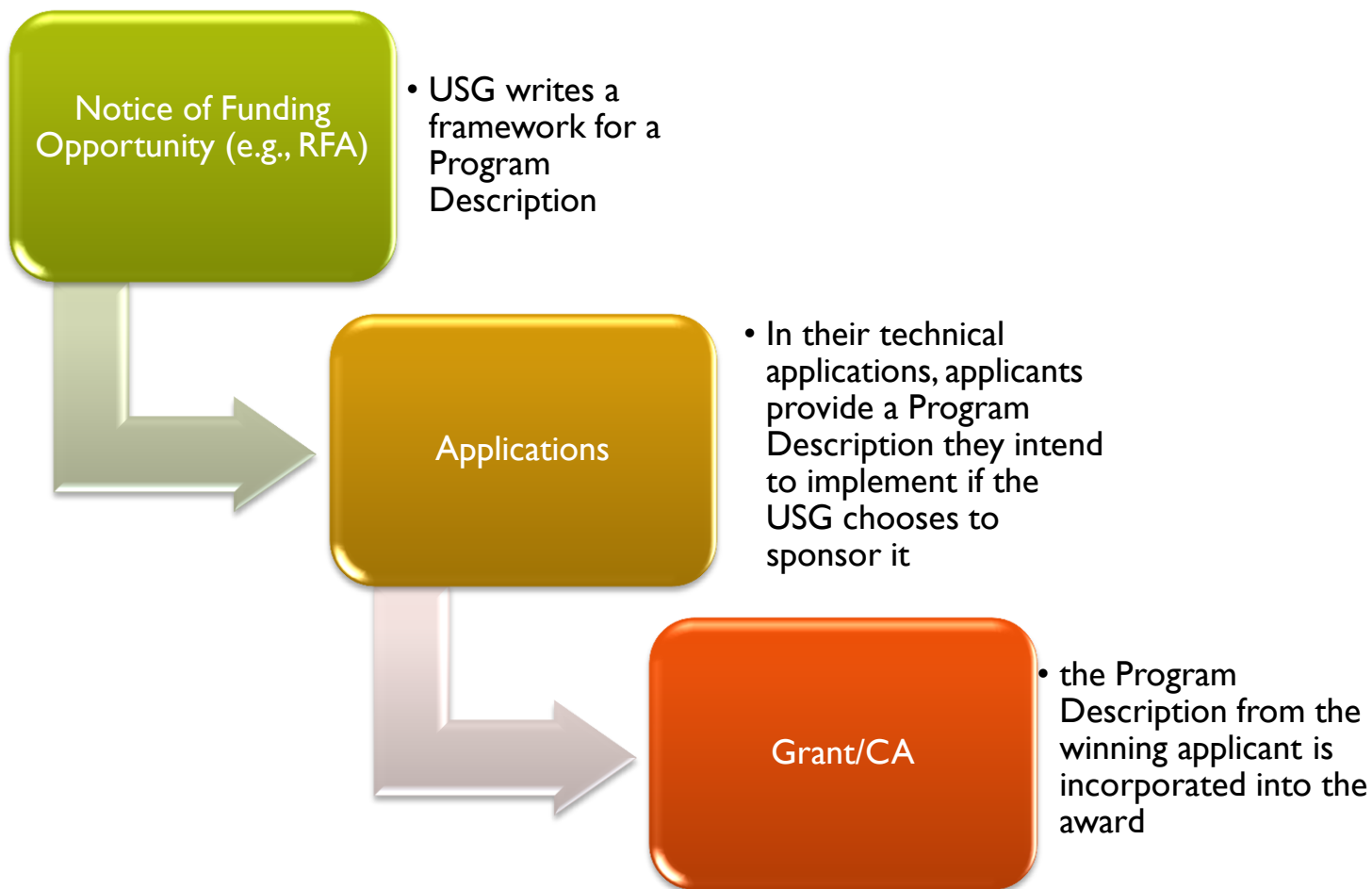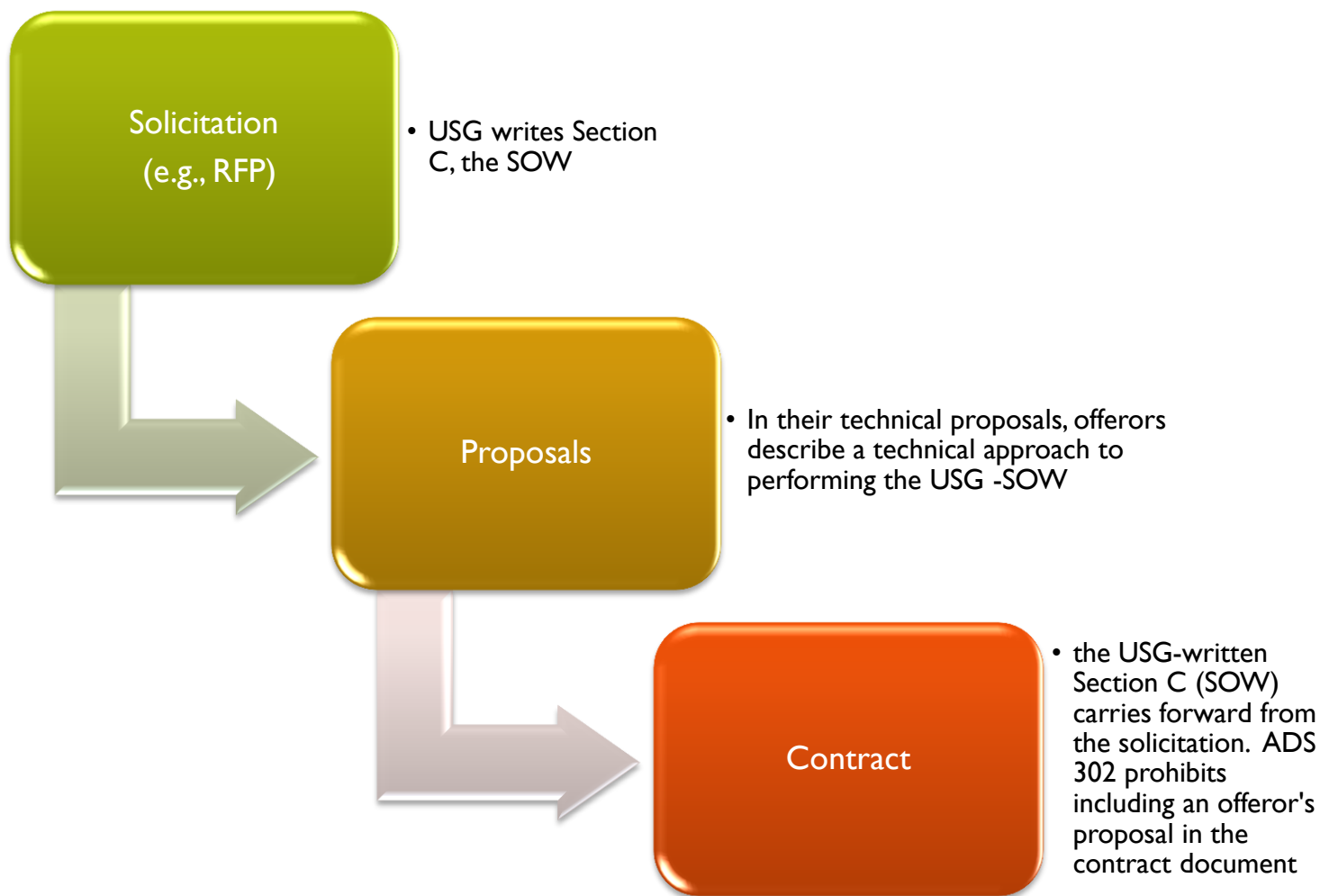- Do ASK for more clarity if results are unclear.
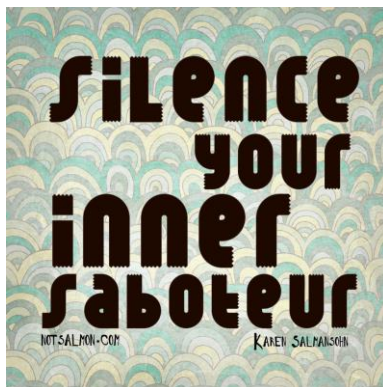
WHAT ABOUT ASSISTANCE AWARDS?

Done correctly, Assistance (grants and cooperative agreements) is inherently "performance-based" and USAID PDs should never be overly prescriptive on process or other inputs.

Assistance Process

Notice of Funding Opportunity (e.g., RFA)
- USG writes a framework for a Program Description

Applications
- In their technical applications, applicants provide a Program Description they intend to implement if the USG chooses to sponsor it

Grant/CA
- the Program Description from the winning applicant is incorporated into the award

Contrast: Acquisition Process

Solicitation (e.g., RFP)
- USG writes Section C, the SOW

Proposals
- In their technical proposals, offerors describe a technical approach to performing the USG -SOW

Contract
- the USG-written Section C (SOW) carries forward from the solicitation. ADS 302 prohibits including an offeror's proposal in the contract document

Questions?