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APPROACHES
AND TOOLS

SHOCK RESPONSIVE PROGRAMMING AND ADAPTIVE MECHANISMS

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This discussion note is intended inform USAID staff, especially Mission project design and management teams and OAA staff, on options for designing flexible, shock responsive programs and as well as options to respond to shocks through existing development programs that were not designed with shock responsiveness in mind.

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INTRODUCTION

The Acquisition and Assistance (A&A) Lab, the Center for Resilience, and Bureau for Policy, Planning and Learning (PPL) have partnered to provide USAID staff working in shock-prone environments a brief, normative guide that can help with:

- Options for designing adaptive, shock responsive projects and implementing mechanisms to be able to respond proactively to likely or emergent shocks and/or changes in context (e.g. stressors); and
- An understanding of how existing projects and implementing mechanisms that were not designed to be shock responsive can respond to mitigate the impact of shocks, protect development gains, and speed recovery.

There is an increasing recognition within USAID and the larger international development community of the need for a shock responsive approach¹ in development activities to help countries and communities mitigate, adapt to, and recover from shocks thereby reducing losses, preventing a downward spiral of divestment leading to destitution, and protecting hard-won development gains. Shocks are defined as “external short-term deviations from long-term trends, deviations that have substantial negative effects on people’s current state of well-being, level of assets, livelihoods, or safety, or their ability to withstand future shocks”. Many shock-prone areas and systems also experience stressors-long-term pressures (e.g. degradation of natural resources, urbanization, political instability, or diminishing social capital) that undermine the stability of a system (i.e. political, security, economic, social, or environmental) and increase vulnerability within it.² Stressors can undermine long-term development investment and reduce the ability and capacity of systems to deal with shocks. Shock responsiveness is especially relevant in regions and agro-climatic zones subject to recurrent shocks, such as droughts and floods. However, even in areas not subject to recurrent climatic shocks, crises associated with a wide array of shocks and stresses are possible, if not probable, within USAID’s usual project implementation timeframe of five years. In turn, this demands a more flexible, shock-responsive approach to development investment and

¹ The term “shock responsive” comes from social protection systems and the need for these systems to be able to respond flexibly in the event of an emergency. For more information see:

<http://www.opml.co.uk/sites/default/files/WP1%20-%20Shock-resp%20SP%20concept%20note.pdf>

² http://www.fsincop.net/fileadmin/user_upload/fsin/docs/resources/1_FSIN_TechnicalSeries_5.pdf

programming.

The need to respond to shocks in development programming is not new and there is some experience with assistance tools such as “Crisis Modifiers³” which have been used by USAID and other donors as an approach to support early responses to drought. In USAID, Crisis Modifiers have taken the form of an agreement between USAID’s Office of Foreign Disaster Assistance (OFDA) in Washington and USAID Missions whereby in the case of a crisis (such as a severe drought) OFDA will fund humanitarian activities within a specific USAID development activity. Crisis Modifiers have been used in shock prone environments to inject emergency funds through existing development programs to quickly address humanitarian needs, but they are limited in scope and funding and may not be a sufficient response in the case of severe shock. USAID/Ethiopia, in particular, has been a leader in using Crisis Modifiers to respond to emergency situations, especially in drought-prone pastoral areas.

The Crisis Modifier has proven useful in drought prone areas and as an initial means of enabling humanitarian response through development programs. However, this guidance lays out a range of options beyond Crisis Modifiers. This is because there is a need for a broader set of strategies and tools that any Contracting/Agreement Officer can utilize either very early on during the project design stage, or even during implementation to enable an integrated response that includes, but is not limited to, accessing OFDA funds through Crisis Modifiers. The aim is to enable a seamless and **integrated response** from both humanitarian and development partners and funding streams where the scale and depth of the shock demand coordinated action at scale.

A shock responsive approach includes the ability to employ a full range of development and humanitarian assets in anticipation of a shock to mitigate its impact and speed recovery once conditions subside. A shock responsive approach to program design and implementation is also an *adaptive*⁴ approach, which means missions should proactively anticipate and plan for shocks and changes in context and build in a high degree of programmatic and operational flexibility to be able to respond quickly and effectively at the

appropriate scale. An adaptive, shock responsive approach is broad and can be utilized in a number of situations such as a drought, political changes and the need to change focus from one crop to another. According to a discussion on adaptive management on [USAID’s Learning Lab](#), this shock response or adaptive approach “...could be adjusting interventions or whole strategies, experimenting with new ways of working, scrapping programming that simply isn’t

A multidisciplinary design team led by the Activity Planner consists of the Contracting Officer (CO) or Agreement Officer (AO), Contracting Officer’s Representative (COR) or Agreement Officer’s Representative (AOR), Project Manager (PM), Subject Matter Experts (SMEs), etc. and is expected to work closely together in the design, procurement, and implementation phases of a shock responsive approach.

³ Crisis modifiers are prohibited under acquisition. See Resources below for a link to PEB 14-01.

⁴ Refers to intentionally and systematically using relevant knowledge to inform decision-making and ultimately take action. [USAID Learning Lab Collaborating, Learning and Adapting \(CLA\) Framework](#)

working, or scaling approaches that have demonstrated value.”⁵

This approach to designing flexible, shock-responsive activities and mechanisms also supports the emphasis in the revised ADS 201, Program Cycle Operational Policy, which emphasizes “adaptive management” as one of the key principles of USAID’s Program Cycle. [ADS 201](#) defines adaptive management as “an intentional approach to making decisions and adjustments in response to new information and changes in context.” (ADS 201.3.1.2) This document also builds upon PPL’s Collaborating, Learning and Adapting (CLA) approach and the CLA Framework (See ADS 201.3.2.189, Learning and Adaptive Management During Implementation, ADS 201.3.4.12, Activity Modifications and Amendments and ADS 201.3.5.19, Collaborating, Learning, and Adapting). Another useful resource to consider in deciding on an approach is the recently published [USAID Implementing Mechanism Matrix](#) (found in the Business Managers Toolkit) which provides an overview and key characteristics of USAID implementing mechanisms.

This guidance is simply meant to focus on design and implementation approaches, tools and options that are currently available within USAID’s existing rules and regulations and make this information available in a concise format with specific examples that staff can draw from.⁶ It is divided into three sections that address approaches, tools and options for:

1. Existing acquisition or assistance mechanisms
2. Designing new assistance mechanisms
3. Designing new acquisition mechanisms

Remember, this is not comprehensive list of adaptive and flexible mechanisms that would be appropriate for the shock or stresses found in your own activities.⁷ Also know that you can take many of these options and mix and match them...create another hybrid. Incorporating language and methods to learning and adjusting are critical and working towards a 3P⁸ approach (Pause Pivot and Proceed) is the ultimate goal. However, here are a few takeaways:

1. *Remember to stay within scope*
2. *Don’t be afraid to be creative and allow for flexibility in your contracts or agreements - Of course you should stay compliant with federal and agency rules and regulations, but believe or not, there are many ways you can be creative in ensuring the ultimate results*

⁵ USAID Learning Lab Collaborating, Learning and Adapting (CLA) Framework

⁶This package may not encompass all possible combinations of adaptive approaches. Adaptive techniques are an ever evolving area and ideas may be added or removed depending on the situation.

⁷ For Acquisition and in accordance with [FAR 1.602-2](#), Contracting Officers are responsible for ensuring performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, and safeguarding the interests of the United States in its contractual relationships. In order to perform these responsibilities, contracting officers should be allowed wide latitude to exercise **business judgment**.

⁸ For instance, when you meet with the implementer you pause, you discuss and determine whether a pivot is necessary due to the circumstances and then proceed. This approach can also be incorporated at the design and planning stage of a new award.

in your activity whether or not the shocks/stresses are planned.

3. *Don't go it alone - Use your resources and ask for assistance. There are A&A staff worldwide that would be happy to review your documents and/or just listen to your plans in general.*
4. *There are NO stupid questions - ASK ASK ASK! If you do not see an option in this package, do not hesitate to contact the [A&A Lab](#), your peers, and others for assistance.*

GETTING STARTED

1. Identify existing mechanisms that may need to be more flexible and adaptive due to an unexpected shock and/or stressor
2. Check to see if there is language already included to allow such adaptability (i.e., are the objectives, etc. fairly broad; can the award be modified to include language in certain portions or components of the award such as budget or work plan?)
3. Review the Changes Clause included in the award
4. Look to begin designing or planning for any new awards that should incorporate such adaptability or flexibility. Ask if the activity you are looking to do will be in volatile environments, are there political or other changes the need a quick response or pivot in objective, is there data or evidence already available that demonstrates the need for flexibility.
5. Specific activities within one project may only need such flexibility so also keep that in mind. For example, the entire award may not need a shock response...maybe only one component or task.
6. Review the resources⁹ below on adaptive management and flexible techniques already available which include procurement and implementation options for ensuring your shock response development approach can be accomplished:

Implementation Matrix
Adaptable and Flexible Contracting Types: PEB 2014-01
Drafting a Collaborate.Learn.Adapt (CLA) Plan
ADS 201

⁹ In addition to the resources provided, this document includes some possible approaches for consideration in using a shock response approach. Remember, one can always do a buy-in with a particular team's existing mechanism so make sure you are talking to your peers within the Mission and/or Washington.

EXAMPLES AND CONSIDERATIONS

Flexible Budgets and Flexible Work Plans	
Instrument:	Acquisition or Assistance
Response Time:	Could be triggered as needed
When Appropriate:	For any quick response situation

If you find you are already in the implementation phase of your activity and after analysis of your activity find that a **modification or amendment** is all that is needed, consider adding adaptable language to your **contract, agreement or PIO grant**.

Acquisition Example

- Language for a flexible budget section (mostly in contracts) if just allowing for movement of money between line items is needed:

Each item is fungible and the Contracting Officer is giving authorization for transfer between line items without a formal modification. [NAME OF CONTRACTOR] will inform the COR when such a transfer occurs during the course of a tasking/assignment.

Considerations

- If the shock responsive piece or approach has not been addressed during the design phase, and is not incorporated into the contract or agreement from the start, then it is important to note that a **within scope** modification or amendment may be issued.
- Be careful that if the SOW/SOO or Program Description was narrowly written, this shock response piece could be considered outside the scope of work, or a cardinal change.
- Funding may not always be available to move quickly.
- Difficult to get buy in if particular members of the team were not involved in the tracking of the anticipatory data or is not captured correctly

Assistance or Acquisition Example

Many work plans (sometimes called milestone plans in Fixed Amount Awards) are not always finite and can be adaptable. This approach allows for learning and revisiting the work on an intentionally scheduled basis. Language to add flexibility to work plans include:

Assistance: The work plan serves several purposes, including a guide to program implementation; a demonstration of links between activities, strategic direction, outcomes and intended results; and a basis for budget estimates. The work plans should

be organized to clearly link activities to the objectives and outcomes in the Program Description. The Recipient shall ensure a collaborative process in work plan development consulting [LEAD PARTNER NAME] partners, USAID, and other relevant stakeholders in preparing the annual work plan to ensure complementarity and share ownership.¹⁰

Acquisition: For a contract, consider taking the Statement of Work and creating a work plan table with deliverables and estimated dates for a simple way for all parties to understand the requirements and to make revisions as incorporated or stated in the award (such as the language above)

Considerations

- There is an ability to make work plan adjustments throughout the life of the activity when modifying to add a living milestone or work plan. For instance, every six months the recipient/contractor meets with the USAID team to review where things stand within the work plan and determine whether or not there is a need to pivot or proceed in accordance with the objectives of the activity.
- Could be difficult to implement on a regular basis if not already written into your solicitation and/or is not clearly articulated to the awardee
- When an emergency or non-emergency situation triggers the need to pivot, you can revise the work plan as needed.

Supplemental Line Item	
Instrument:	Assistance or Acquisition (in an IDIQ situation)
Response Time:	Can prepare and incorporate at design phase
When Appropriate:	For any quick response situation
Links or Resources:	<ul style="list-style-type: none"> • Feed the Future Malawi Ag Diversification¹¹ • 2 CFR 200.433

The Supplemental Line Item is flexible in how it can be used, to respond to shocks and other changing conditions. This makes it a good flexible way to protect development gains whether in a true emergency situation, slow or fast onset, or change in conditions more broadly. If funding is available and a shock or emergency arises affecting program implementation, you can easily

¹⁰ Sample is from a cooperative agreement but language can be utilized in a contract situation as well

¹¹ While the example is not written as a program description, it may be helpful to review the language and see how this is worked into the activity, in general.

and quickly program funds through the “Supplemental Line Item”. The recipient already has a presence on the ground through its ongoing development program, so ideally the response portion of the agreement is linked to the development program and builds on the existing relationships and work of the recipient.

Example Language Included in Section C of an IDIQ

Supplemental Technical Assistance IDIQ CLIN 0006

The Contractor must respond to task orders from USAID meant to address changing circumstances and unanticipated events that impact the achievement of the objectives of Ag Diversification or support new activities that could enhance its results. This may include disaster preparedness, response and recovery, assistance to government and other key stakeholders, taking advantage of new or changing market opportunities or opportunities for large scale cross-sectoral activities that can enhance results, and other contingent activities necessary to achieving the objectives of Ag Diversification and protecting the development gains of Feed the Future in Malawi in a changing climate and changing economic environment.

Considerations

- Could potentially be done as a modification to an existing award
- Cannot use the Supplemental Line Item for something that does not affect the achievement of the objectives of the program description of the agreement. So if a shock occurs that is, for example, outside the geographic or technical area of focus, you might not be able to use the mechanism for that shock. However, an approval from the AO and/or AOR (see your designation letter and agreement for guidance) may be all that is needed.

Phased Implementation	
Instrument:	Acquisition or Assistance
Response Time:	Could be triggered as needed and/or incorporated at design
When Appropriate:	For any quick response situation
Links or Resources:	Rice and Diversified Crops Activity (USAID/Bangladesh)

In the same vein as Phased Evaluation, this phased approach to implementation is similar to flexible work plans (see also Flexible Work Plans) When an emergency or non-emergency situation triggers the need to pivot, you can revise the work plan as needed, but the AO can also

use this phased strategy in the procurement using concepts, oral presentations and co-creation to have a potentially quicker award time.

Considerations

- Consider adding phased implementation (planned dates, touch base quarterly) to the solicitation where the organizations can be a part of the plans
- Do not burden partners more with additional meetings, etc.
- Can you efficiently ensure there is sufficient time during each phase to discuss the activity’s progress and whether or not to proceed? (Pause, Pivot, Proceed)

Annual Program Statement (APS)	
Instrument:	Assistance
Response Time:	Can be triggered in the moment or as needed and/or incorporated into your design
When Appropriate:	For any quick response situation
Links or Resources:	Development Innovation Ventures APS Food for Peace APS

ADS 303.3.5.2(b): An APS is used when USAID intends to support a variety of creative approaches towards developing methodologies to assess and implement development objective activities. When used, USAID will publish an APS at least once a year, either with an open-ended response time or a closing date of at least six months after issuance.

Considerations

- When only using NGOs, there are multiple ways to tailor an APS, such as vetting applicants then getting emergency specific proposals when needed
- Could be a way to engage creative applicants and solicit new approaches
- Would require upfront planning and administrative support
- Would require additional administrative steps at time of emergency

Crisis Clause/Provision	
Instrument:	Acquisition and Assistance
Response Time:	Can be triggered in the moment or as needed if crisis provision is already vetted by OGC

	during the design phase, and it is incorporated into the agreement.
When Appropriate:	For any quick response situation
Links or Resources:	Changes clauses in the FAR for Acquisition

Consider including a crisis clause/provision in all activities which provides authority to adapt and respond to a shock. The clause/provision would need to be developed hand in hand with GC and OAA Policy.

Sample Language

- A. *Data indicates that there is a high probability of a crisis developing in the operating environment during the life of this activity. If a crisis develops, it is imperative to use adaptive management principles to respond immediately to the crisis as well as maintain development gains achieved through activity implementation up until the crisis.*
- B. *When the Mission Director has formally declared a crisis in writing, the Contracting Officer will, through oral or written communication, solicit a crisis response proposal for adjustment from the contractor to respond to the crisis and maintain gains.*
- C. *The contractor will submit the crisis response proposal for adjustment to the contracting officer in the time period indicated by the contracting officer.*
- D. *If through negotiation the parties agree on a crisis response which increases or decreases the cost of, or time required for performing the work, the contracting officer shall make an equitable adjustment upon submittal of a final crisis response proposal for adjustment before final payment under the contract.*
- E. *Failure to agree to any adjustment shall be a dispute under the Disputes clause.*

Consider including a Crisis Provision in all activities which provides authority to adapt and respond to a shock. The clause/provision would need to be developed hand in hand with GC and OAA Policy. This language could be written based on the changes clause so that all recipients at a Mission are on notice that if a crisis occurs, USAID will expect a proposal in a set period of time with a plan to respond to the crisis. There would be minimal administrative work if planned up front and would be a method to engage all current recipients at a Mission.

Considerations

- Could be written based on the changes clause so that all contractors and IPs at a Mission are on notice that if a crisis occurs, USAID will expect a proposal in a set period of time with a plan to respond to the crisis
- Minimal administrative work if planned up front
- Would be a way to engage all current implementing partners at a Mission

- Could be abused without clear standards and procedures
- Need clear plan on how this will work so that Mission does not allow other procedures to bleed into this procedure and it is used properly
- Would limit any response to only the contractors/IPs currently working in the Mission
- Talk to your GC or RLO representative if you are looking to utilize this type of clause/provision.
- Make sure to work with legal to ensure language is appropriate to add in an ongoing activity.
- Could be abused without clear standards and procedures
- Need clear plan on how this will work so that Mission does not allow other procedures to bleed into this procedure and it is used properly
- Would limit any response to only the recipients currently working in the Mission

Fixed Priced	
Instrument:	Acquisition
Response Time:	Can prepare and incorporate at design phase
When Appropriate:	For recurrent emergencies (i.e., droughts, etc.)
Links or Resources:	<ul style="list-style-type: none"> • USAID/Uganda Community Connector SOW • USAID/Uganda Community Connector Learning Review

When considering a fixed price approach for your shock response activity, you should sit down with your A&A team and work through the different fixed price contract scenarios. For instance, one type of [fixed price could be for professional services](#), which differs from a level of effort labor hours contract.

The COR should be well versed in the contract because the award should go to a contractor who is capable of accomplishing the goals without the COR micro managing them. Good communication between the contractor, the COR AND the CO allows for trust and full confidence in the contractor. This comes in handy when that change and learning portion of the contract needs to happen. All are on the same page and all can work together to make it happen in the most appropriate way.

Remember that any pivots should stay within scope.

Considerations

- All risk on the contractor
- No need to add any more funds...it's already fixed
- A fixed price contract does not require the same cost analysis or administrative burden on contractors so it might be a good contract type for local partners and can be awarded faster
- Initial funding may be quite high and if fixed price, you would at least want to fully fund the first year; Missions and Bureaus may not have the full funding to be able to fully fund the first year of the contract
- Ceiling cannot be increased under a fixed price contract, which could put your project in a bind if additional funds are needed to adapt the work to the actual situation in that country

Blanket Purchase Agreements (BPA)	
Instrument:	Acquisition
Response Time:	Can prepare and incorporate at design phase
When Appropriate:	For any quick response situation
Links or Resources:	<ul style="list-style-type: none"> • FAR 8.405-2(d) • FAR 8.405-3 • GSA Blanket Purchase Agreement (BPA) including training videos

BPA's are typically issued under FAR Part 8.405-3 where a BPA can be established under any GSA schedule contract. Authority is at lowest level possible may result in a more expedient process (i.e., Mission Director, COR). While you can award a single-holder BPA, GSA encourages the use of multi-holder BPAs where you can have multiple contractors to choose from. GSA Contracting Officers have already determined that prices under GSA Schedule contracts are fair and reasonable, so USAID does not need to make a separate determination except, in accordance with FAR 8.405-2(d), when considering the level of effort and the mix of labor in a task order.

Considerations

- Each BPA holder could have specific capabilities needed in any particular situation that one could call upon
- Could potentially sole source if one of the BPA holders is a small business or other economically disadvantaged small business category (review [FAR 19](#) for specific details and your OSDDBU representative)
- No funding required on the initial BPA award

- Call orders would have to be issued and executed in GLAAS, with funding
- No funding on the initial BPA so would need to have funding ready for any specific situation where you would need one of the contractors (call orders)

Grants Under Contract (GUCs)	
Instrument:	Under an Acquisition mechanism
Response Time:	Can be triggered in the moment or as needed and can be incorporated into your design
When Appropriate:	For any quick response situation
Links or Resources:	Accelerated Civic Development and Cooperation Albania, SOL-182-16-000002

An Operating Unit could include a Grants Under Contract CLIN specifically for shock response and clearly explain under what circumstances the CLIN could be triggered. Once a shock happens, the implementer would follow pre-negotiated procedures to award the grants.

Considerations

- A method to get money to recipients quickly
- Can be setup as part of existing awards to be triggered at USAID's direction
- Limit of \$100,000 grants for US NGOs (no limit for non-US NGOs)
- Need upfront planning and inclusion in awards

Single Award Indefinite Delivery/Indefinite Quantity (IDIQ) Contract	
Instrument:	Acquisition
Response Time:	Can prepare and incorporate at design phase
When Appropriate:	For any quick response situation, once the IDIQ itself is in place
Links or Resources:	SOL-620-15-000009 - USAID Integrated Health Program RFP

See Getting Started above where the link to PEB 2014-01 provides detail on using a single award IDIQ as a method in Shock Response Programming. A single-award, project-based IDIQ contract enables shorter, more iterative planning cycles in support of project objectives. IDIQs are typically the way to go when you know there are recurrent services or products required for

a particular activity. Understand that an IDIQ's PALT time is much longer than most actions so milestone planning is critical.

Considerations

- Task orders would still have to be executed and may be a hold up to implementation if not done quickly
- Once the IDIQ is awarded, it is sometimes more difficult to secure the price reductions and contractor performance improvements at the task order level that could occur if the contractor were in a competitive environment
- Must obtain head of agency approval on single award IDIQ that exceeds \$112 million, per FAR 16.504

Multiple Award Indefinite Delivery/Indefinite Quantity (IDIQ) Contract	
Instrument:	Acquisition
Response Time:	Can prepare and incorporate at design phase
When Appropriate:	For any quick response situation, once the IDIQ itself is in place
Links or Resources:	

IDIQs are competed for same or similar supplies or services (from the same solicitation) to two or more sources. Task orders are only competed amongst base IDIQ award holders. If the IDIQ includes small and large business holders, there is an opportunity to use the Fair Opportunity exception to award directly to the small business holder(s).

Consider awarding without discussions. This helps the process move along more efficiently especially when it is very clear that the evaluations demonstrate a clear Acceptable/Unacceptable range.

Considerations

- Federal Acquisition Streamlining Act (FASA) authorizes use of broad statements of work (at the IDIQ level) that generally describe the government's requirement for supplies or services
- FASA authorizes deletion of the public notice requirement when placing orders
- FASA limits protests in connection with issuance of orders except on the grounds that the order increases the scope, period, or maximum value of the contract.
- The contract must require the Government to order and the contractor to furnish at least

- a stated minimum quantity of supplies or services, in accordance with FAR 16.504
- Potential delays in evaluating multiple proposals during the solicitation process.

Time and Material (T&M)/Fixed Price (FP) Hybrid	
Instrument:	Acquisition, using GSA Task Order
Response Time:	Can prepare and incorporate at design phase
When Appropriate:	For non-emergencies but can be used in a quick response situation; good for learning activities
Links or Resources:	Request for Quotations: DRG-LER SOL-OAA-13-000097 with amendments

Language used in this particular situation includes statements like “...to contribute to the knowledge base of what works and does not work...,” which lends itself to the 3Ps (Pause, Pivot Proceed) approach. Individual tasking requests will be issued as needs arise. Do not confuse the term tasking with work order. In this context, the term “tasking” is referring to an assignment or particular task USAID will request the Contractor to do. Since the contract is, in actuality, a task order under a GSA Schedule, the terms needed to be distinguished from each other so there is no confusion.

This option will more than likely not be your first choice. Fully understand the way in which your program office wants to implement this activity before you even consider this option. This is a good option to look at for high volume activities or “taskings.” Designating an Activity Manager for each tasking is helpful and allows for central COR guidance for Missions buying into this mechanism.

Considerations

- Great for rapid activity start ups
- The Contractor will have a limited number of days to respond with a brief proposal and budget. The tasking will provide specific instructions. This is not to be considered a competition and each implementer will not be *competing* for assignments. As this is clearly stated in the solicitation, contract and in the post award kick off.
- Use of a full-time COR who monitors contractor performance on a regular basis is expected to reduce technical and cost risks.
- Consider using multiple vendors. A single award may not be as helpful when "taskings" are needed for a quick turnaround time

- There is a considerable risk of selecting a contractor without sufficient capability to perform all aspects of the performance work statement
- One awardee can potentially get overused and not be able to keep up so from past experience (DRG/LER team) consider a multiple award with 2 to 4 implementers
- Some aspects of price will be fixed since you will utilize labor rates set by GSA

Oral Solicitation	
Instrument:	Acquisition
Response Time:	Can be triggered in the moment or as needed and/or incorporated into your design
When Appropriate:	For any emergency or urgent quick response situation
Links or Resources:	<p>All three conditions of FAR 13.106-1(c) must be met:</p> <ul style="list-style-type: none"> • the acquisition does not exceed the simplified acquisition threshold • Oral solicitation is more efficient than soliciting through available electronic commerce alternatives • Notice is not required under FAR 5.101

An oral solicitation is a Verbal Request for Services Needed¹². These contracts could lend themselves to a quick letter contract, as well as, use of a purchase card. Think before you choose this option. Sound judgement and good contract development skills are required. A CO must fully understand their activities' goals and objectives and have open communication throughout. While the FAR does not require this method to be used in all urgent and compelling circumstances, use your good judgement in determining whether or not this particular method is the most appropriate.

Considerations

- Can be done quickly through a phone call or in-person
- Oral RFPs can also be done and authorized when processing a written solicitation would

¹² This is a simplified acquisition procedure and discouraged for awards above \$25K unless certain requirements are met.

cause detriment to the Government

- Using an oral solicitation approach has been thought to be impractical above \$25K according to the Virtual Acquisition Office research done in May 2016 but does not rule out the use of oral solicitations up to the simplified acquisition threshold
- Funding would need to be available soon after the oral contract is made
- Would still have to write up a contract after the fact so there are still typical administrative actions that need to be done

Class Justification and Authorization (J&A)/Justification to Restrict Eligibility (JRE)	
Instrument:	Acquisition (J&A)/Assistance (JRE)
Response Time:	Can be triggered in the moment or as needed
When Appropriate:	For any quick response situation
Links or Resources:	<ul style="list-style-type: none"> ● PEPFAR blanket waiver ● Class Justification for Other than Full and Open Competition for Overseas Contracts of \$250,000 or Less and for Personal Services Contracts with U.S. Citizens Contracted with Locally, with CCNs and TCNs Subject to the Local Compensation Plan

Obtain a class J&A/JRE from the administrator to use other than full and open competition to respond to a shock. AIDAR 706.3, Other Than Full and Open Competition, ADS 302.3.4.5, Limiting Competition, and ADS 303.3.6.5, Restrictions to Eligibility, provide procedures to use other than full and open competition. For a region or country where a shock is probable to occur, USAID could put in place a Class J&A/JRE to set forth triggers and streamlined actions to respond to the shock.

Considerations

- Would most likely need to get the Administrator's approval which is estimated as a 6 month process
- As long as conditions in the class waiver are met, operating unit can amend existing awards or issue new awards without worrying about competition. This can be a useful way to obligate and spend funds quickly.
- Operating units could use a class waiver to pilot multiple small interventions and then scale successful interventions seamlessly

- Large up front administrative burden
- Without proper management, costs have limited checks
- Could be abused without clear standards and procedures

Remember it is not too late to amend a solicitation that may have already been released to the public. Work with your AO/CO to incorporate or revise what is needed to ensure a shock responsive or adaptive activity can be done with as much flexibility as needed.

If you have additional feedback and/or additions to this document based upon your experience, please email AAALab@usaid.gov.