USAID Broad Agency Announcement
for
Libya: Supporting Transition and Unity

I. Overview

A. This Broad Agency Announcement (BAA) seeks opportunities to co-create, co-design, co- invest, and collaborate in the development, testing, and scaling of practical and cost-effective innovations that can help USAID reach its development goal of enabling Libya to responsibly utilize its own human, financial, and natural resources for the benefit of its citizens. The United States Agency for International Development (USAID) invites organizations and companies to participate with USAID in response to Libya Development Challenge Addenda issued under this BAA, as described below, to provide innovations and technologies that further the U.S. Government's commitment to support Libya's peaceful transition to a democratically governed and inclusive state.

B. Federal Agency Name:

The United States Agency for International Development (USAID), and administered through USAID/Libya

C. Opportunity Title:
USAID Supporting Libya's Democratic Transition and Unity BAA .

D. Announcement Type:
This BAA serves to inform the public of the opportunity for funding from USAID to enhance the support to Libya's political transition. Actual opportunities for funding and partnering to address challenges in supporting Libya's transition and unity will be issued as Libya Development Challenge Addenda to this BAA. The terms of this BAA apply to each Libya Development Challenge Addendum. Individual Libya Development Challenge Addenda may have specific requirements for evaluation criteria and administrative information, such as the requirements for expressions of interest, concept papers, and response deadlines.

E. Opportunity Number:

BAA-Libya-DTU-2015

F. Authority:

This BAA is issued under Federal Acquisition Regulations (FAR) Part 35.016(c). This is not a FAR Part 15 procurement.

G. Catalog of Federal Domestic Assistance (CFDA) Number:

98.001, USAID Foreign Assistance for Programs Overseas.

H. Response Date: The response date, as well as instructions to responders, is established by individual Addenda to this BAA.

II. Collaboration

The intent of this BAA is to allow co-creation and co-design to the maximum extent to create high quality, effective partnerships with great efficiency in time and resources. The types of collaboration include:

1. Co-creation.

Co-creation occurs after an Expression of Interest is approved, but before the concept is developed. The potential partner, the Government, represented by the Activity Manager, and potentially others work together to write and/or revise the Concept Paper, and jointly present the Concept Paper to USAID's Peer and Scientific Review Board.

2. Co-design/development.

Co-design/development occurs after the Peer and Scientific Review Board recommends the project for further development, and the Contracting Officer or Agreement Officer has determined the proposer to be an Apparently Successful Partner. At this point, the Contracting Officer or Agreement Officer may determine the general nature of the award type or the specific award type, depending on the nature of the project, to facilitate project design. During co-design, the Apparently Successful Partner and the Activity Manager will design the technical approach, general resource requirements, and management control of the project under the guidance of the Contracting Officer/Agreement Officer.

3. Co-invest.

Co-invest refers to the Government's strategic aim that the partnerships resulting from the individual BAA awards represent opportunities to achieve mutual or complementary development goals of the Partner, USAID, and potentially other resource partners, and therefore embrace shared responsibility, shared risk, and shared resourcing. Shared resourcing may be accomplished through funding by both parties, either through cash resources or the exchange of other resources, both tangible and intangible, such as in-kind contributions, expertise, intellectual property, brand value, high-value coordination, and access to key people, places, and information. Co-investing does not require equally shared resourcing (such as 1:1 leverage), but rather resource contributions that are appropriate to the specific project's objectives, considering the comparative advantages brought by the participation of each party and the award type.

III. Overall Purpose and Specific Rights Reserved for the Government under this BAA

The Government reserves specific rights, in addition to rights described elsewhere in this document or by law or regulation, including:

1. The right to award multiple awards, a single award, or no awards.
2. The right to make award without discussions, or to conduct discussions and/or negotiations, whichever is determined to be in the Government's interest.

3. The right to accept proposals in their entirety or to select only portions of proposals for award or co-investment.
4. The right to select for award an instrument type that is appropriate to the specific development context, partner relationship, and proposal selected for award. Instruments types include but are not limited to contracts, grants, cooperative agreements, Global Development Alliance agreements, Development Innovation Agreements, Inter-Agency Agreements, Government to Government Agreements, Donor to Donor Agreements, and Memorandums of Understanding. In addition, the Government may craft a new instrument type to meet the needs of a specific relationship.
5. The right to co-create projects with one or more proposers under the BAA, when it is in the best interest of the Government.
6. The right to request any additional, necessary documentation upon initial review. Such additional information may include, but is not limited to, a further detailed proposal, budget, and representations and certifications.
7. The right to fund or co-invest in proposals in phases, with options for continued work at the end of one or more of the phases.

9. The right to award instruments under this BAA that do not commit or exchange monetary resources.
10. The right to remove proposers from award consideration should the parties fail to reach agreement on award terms, conditions, and cost/price within a reasonable time, the proposer fails to timely provide requested additional information, or the Government believes it is in its best interest.

IV. Problem and Challenge Statement

A. Development Opportunities and Challenges

More than any other "Arab Spring" country, Libya's 2011 ousting of its entrenched autocrat necessitates rewriting of the social contract among citizens. Over more than four decades of strongman rule, Col. Muammar Qadhafi methodically dismantled all representative forms of governance, engineered distrust among different groups and among citizens, and centralized decision-making authority and control of resources in himself, his family, and only his closest allies. After the death of Qadhafi in October 2011, Libyans quickly began implementation of the Constitutional Declaration prepared by the National Transition Council as a roadmap for Libya's transition from dictatorship to democracy.

The willingness and ability of Libya's six million citizens to take full ownership of their own country's transformation in the absence of functioning institutions is unique in the region. Libyans not only conducted the country's first elections in more than four decades, established a representative national legislature, created a constitutional drafting body, and enshrined the emergence of elected local governments, but also benefited from the emergence of a vibrant civil society, proliferation of new independent media, and a new national identity.

However, as with other countries emerging from decades of repression, Libya inherited a system of misrule, and political, economic, and social leaders lacked experience working together. The Libyan economy was and is overly concentrated on the extraction of hydrocarbons, corruption is endemic, and the state's ability to effectively control and efficiently direct use of resources is anemic. Nowhere is state failure more evident than in the inability of the Libyan government to maintain a monopoly on the legitimate use of force within the country. Rather than standing down following the revolution, armed militias assumed a mandate for providing local security, appropriated control of local assets, grew in numbers, and quickly conjoined with criminal enterprises including arms smuggling, drug dealing, and human trafficking. Since the first days after Libya's liberation, Libyans have consistently named the lack of security as the most significant problem facing the country. The hand of unaccountable armed actors is highly visible in the frequent disruptions in the oil sector, the enactment of lustration laws, and the targeted assassinations which have had a chilling effect. The security vacuum's negative effect on the day-to-day lives of Libyans in all parts of the country cannot be overstated.

Conflict has been a constant in Libya since 2011. There is not one single discernable "conflict" but rather many ongoing contests with different causes, different actors, and different intensities. The current headlines focus on the rival claims to legitimacy by the General National Congress elected in July 2012 and the House of Representative elected in June 2014 and on the military campaigns by the forces of "Operation Dawn" and "Operation Dignity." But even if these conflicts were resolved today, Libya's weak revenue streams for national and municipal government, permeable system of public financial management, lack of effective delivery of government services to communities and citizens, an overly centralized decision-making process based in the capital, and the deficient ability of the private sector to provide livelihoods for Libyans would remain.

Yet clear signs of the resiliency of Libyans shine against this outwardly bleak backdrop. All political leaders continue to respect the primacy of the Constitutional Declaration and prefer to amend this roadmap as events make necessary rather than disregard it. Seemingly paradoxically, all of Libya's transfers of power have taken place peacefully, despite the violence which saturates the state, and on several occasions questions of legitimacy have been referred to the courts for adjudication. Although still below Qadhafi-era levels, oil production and the resulting revenues have allowed government salaries and subsidies to flow. Local level dispute resolution and conflict mitigation practices often work in practice even if not formalized. And most importantly, public opinion research shows that Libyan men and women have a keen understanding of democracy, are cognizant of the challenges their country faces, and are committed to finding long term solutions preserving the unity of their country.

Building on Libya's existing strengths and resiliencies, USAID's goal in Libya is to enable the country to more responsibly utilize its own human, financial, and natural resources for the benefit of all its citizens. To achieve this goal, USAID has identified two development objectives, specifically: 1) Libya's transitional institutions of governance, and their successors, are capable, effective, and represent the diverse interests of citizens with transparency and accountability; and 2) Libya's ability to mitigate new and longstanding drivers of conflict and social marginalization produces a more inclusive and productive society.

To achieve this within the known constraints of the country context, USAID seeks partnerships which capitalize on Libyan abilities to lead transition efforts; employ innovative ideas and approaches; practice inclusive development benefiting and involving Libyans regardless of gender, ethnicity, tribe, age, language, physical ability, or other affiliations; and produce measurable and sustainable results.

B. Libya Development Challenges Addenda

USAID will issue Addenda to this BAA that will present specific Libya challenges. The Libya Development Challenge Addenda will focus on identified problems, solutions, scalability opportunities, feasibility studies, and other research and development initiatives addressing the problem and challenge statements described above. As stated, potential partners will respond to individual Libya Development Challenge Addenda, not to this BAA.

V. General Criteria for Consideration

A. Submissions are not evaluated against other submissions, but solely against the evaluation criteria from the BAA and applicable Addendum.

B. Decisions regarding USAID's pursuit of a particular project, technology or relationship are based on the available evidence, data, and resulting analysis. USAID seeks solutions that have a significant impact (i.e. breakthroughs, not incremental improvements), and can achieve that impact at scale.

C. The reputations of an organization, its past performance, the managerial and technical ability of the person or team of people engaged in the endeavor are always significant considerations in assessing the potential and the risks associated with each award.

VI. Award Process

The amount of resources made available under this BAA will depend on the concepts received and the availability of funds. Some award types may not include any funding. The award process under this BAA has the following steps:

<u>Stage 1</u>

<u>Expression of Interest</u>: Please submit an expression of interest in accordance with Section IX.

Expressions of Interest must indicate the research or development idea which will work towards discovering potential solutions to the Problem and Challenge Statement(s), by increasing knowledge and understanding of potential solutions, exploiting scientific discoveries or improvements in technology, materials, processes, methods, devices, or techniques, advancing the state of the art, or using scientific and technical knowledge in the design, development, testing, or evaluation of a potential new product or service (or of an improvement in an existing product or service).

Stage 2

Development of the Concept Paper: For Expressions of Interest which are deemed to have merit by USAID and pass criteria/eligibility stated within the BAA and/or specific addenda, USAID will issue an invitation to collaborate to the potential partner.* Working together, USAID and the potential partner will collaborate on a Concept Paper. It is during this phase of co-creation and co-design that the parties will begin to determine additional partners and resources to complement the project. The Concept Paper, generally 5-10 pages, will further detail and explain the project as initially provided in the Expression of Interest.

Additional Partners/Resources: During the project co-creation and co-design, both the Apparently Successful Partner and USAID will identify additional partners and resources, and whether additional mechanisms are necessary to implement the project.

*An invitation is sent to a potential partner to participate in a co-creation workshop, conference, meeting, or the method designated by USAID to work together with all invitees to further develop the idea presented in the expression of interest. All potential partners may not move forward to Stage 3.

Stage 3

Review by the Peer and Scientific Review Board: Concept Papers developed during State 2 will be reviewed by the Peer and Scientific Review Board, comprised of experts from USAID, partners, and/or outside parties. The Peer and Scientific Review Board will review Concept Papers and recommend which applicants should be considered Apparently Successful Partners. Using its technical expertise, the Peer and Scientific Review Board will recommend whether to move forward with the project including revisions/additions to the project, and potential partners and resources.

All potential partners may not move forward to Stage 4.

Stage 4

Contracting/Agreement Officer Determination: The Contracting/Agreement officer will review the Peer and Scientific Review Board's recommendations and consider other information, such as resource availability, preliminary partner responsibility assessment, and Agency priorities, and will make a determination that the respondent is an Apparently Successful Partner. The Contracting/Agreement Officer may also make or narrow down the anticipated instrument type to facilitate project design.

Request for Additional Information: USAID will work with partners identified by the Peer and Scientific Review Board, and co-design the project and assist the partner to provide additional information with respect to the proposer's technical approach, capacity, management and organization, past performance, and budget, as well as representations and certifications, as needed.

Final Review and Negotiation: The USAID Contract/ Agreement Officer will engage in final review, negotiation, and determinations of instrument type, responsibility cost reasonableness, etc., and will craft an award instrument with the Apparently Successful Partner. If the Apparently Successful Applicant and USAID cannot arrive at a mutually agreeable arrangement, the Contract/ Agreement Officer will cancel the project at no cost to the Government.

Award: Where USAID determines that the award of an instrument is appropriate, the USAID Contract/ Agreement Officer will award the instrument.

VI. Award Information

Number of awards could vary and may not mirror the number of expressions of interests or invitees to co-creation.

A. Awards under this BAA will be made to Apparently Successful Partners on the basis of their ability to further USAID's goals of the Libya Development Challenge. USAID is seeking new applications of science, innovations, and partnerships that provide the best value to the Government and have the potential to substantially contribute to these goals.

B. Proposals identified for negotiation may result in a contract, grant, cooperative agreement, Global Development Alliance agreement, Development Innovation Agreement, Inter-Agency Agreement, Government to Government Agreement, Donor to Donor Agreement, Memorandum of Understanding or alternative agreement type, depending upon the nature of the work proposed, the required degree of Government involvement, and other factors. The Government Contracting/Agreement Officer will determine award instrument type and negotiate instrument terms and conditions with selectees. USAID may select the award instruments it deems appropriate.

C. Eligibility Information. Public, private, for-profit, and nonprofit organizations, as well as institutions of higher education, public international organizations, non-governmental organizations, U.S. and non-U.S. governmental organizations, multilateral and international donor organizations are eligible under this BAA. All organizations must be determined to be responsive to the BAA and sufficiently responsible to perform or participate in the final award type.

D. Standard Clauses and Provisions of Award. The standard clauses or provisions for awards are generally prescribed by law and regulation and will vary considerably by award type. Information regarding clauses and provisions will be offered to the proposer when the award type is identified.

E. Organizations are encouraged to consider providing reasonable cost sharing, leverage, or other exchange of resource arrangements, and are encouraged to suggest creative approaches to resourcing projects.

VII. Information Protection

USAID's goal is to facilitate the research and development that will lead to innovative, and potentially commercially viable, solutions. Understanding the sensitive nature of submitters' information, USAID will work with organizations to protect intellectual property.

Expressions of interest should be free of any intellectual property that submitter wishes to protect, as the expressions of interest will be shared with USAID partners as part of the selection process. However, once submitters have been invited to engage in further discussions, submitters will work with USAID to identify proprietary information that requires protection.

Therefore, organizations making submissions under this BAA grant to USAID a royalty-free, nonexclusive, and irrevocable right to use, disclose, reproduce, and prepare derivative works, and to have or permit others to do so to any information contained in the expressions of interest submitted under the BAA. If USAID engages with the organization regarding its submission, the parties can negotiate further intellectual property protection for the organization's intellectual property.

Organizations must ensure that any submissions under this BAA are free of any third party proprietary data rights that would impact the license granted to USAID herein.

VIII. Obtaining the BAA and Addenda.

This BAA and any future Addenda can be downloaded from http://www.grants.gov and http://www.fbo.gov. Issuance of this BAA does not constitute an award commitment on the part of USAID, nor does it commit USAID or any of its funding Partners to pay for costs incurred in the preparation and submission of proposals. Further, USAID reserves the right to reject any or all proposals receive.