



USAID | INDIA
FROM THE AMERICAN PEOPLE

REQUEST FOR APPLICATION (RFA)

RFA# RFA-386-13-000001

Issuance Date: March 1, 2013

Questions due by: March 20, 2013, 1000 Hrs. New Delhi Time

Closing Date/Time: April 15, 2013, 1000 Hrs. New Delhi Time

SUBJECT: Request for Applications (RFA) Number RFA-386-13-000001 USAID's READ Alliance Program.

The United States Agency for International Development in India (USAID/India) is seeking applications for a Cooperative Agreement from eligible Local Indigenous (Indian) organizations to implement USAID's 'READ Alliance' Program.

The authority for the RFA is found in the Foreign Assistance Act of 1961, as amended and Cooperative Agreement and Grants Act of 1977. Please note that no profit/fee is allowed under assistance. Forgone profit does not qualify as cost-sharing or leveraging.

Subject to the availability of funds, the Government intends to award one cooperative agreement under this RFA. USAID/India however, reserves the right not to enter into any awards. The award will be made in accordance with evaluation procedures provided in Section V.1. USAID intends to provide \$3.2 million in total USAID funding to cover a five year period.

The successful applicant will be responsible for ensuring achievement of the program objectives. Please refer to the Program Description in Section I.1 of this RFA for a complete statement of goals and expected results.

The RFA consists of this cover letter and the following:

1. Section I, Funding Opportunity Description
2. Section II, Award Information
3. Section III, Eligibility Information
4. Section IV, Application and Submission Information;
5. Section V, Application Review Information;
6. Section VI, Award and Administrative Information;
7. Section VII, Agency Contacts,
8. Section VIII, Other Information;
9. Attachment 1, Certifications and Assurances.

To be eligible for an award, the applicant must provide all required information in its application, including the requirements found in all attachments. Applications that are

submitted late, incomplete or are non-responsive will not be considered. Award will be made to the responsible applicant whose application best meets the requirements of this RFA and the evaluation criteria contained herein.

The Requests for Application (RFA) will be posted electronically via Grants.gov. This RFA and any future amendments can be downloaded from <http://www.grants.gov>. It is the responsibility of the prospective applicant to ensure that it has received the RFA and any future amendments from <http://www.grants.gov>. All interested parties are encouraged to register at <http://www.grants.gov> to receive automatic notification of amendments to this RFA. If you have difficulty accessing the RFA or its amendments at Grants.gov, please contact Mr. Arun Sehgal at indiarco@usaid.gov.

USAID/India requires that applications be submitted electronically (e-mailed) at indiarco@usaid.gov. See Instructions Section IV.6

Issuance of this RFA does not constitute an award commitment on the part of the Government, nor does it commit the Government to pay for any costs incurred in the preparation and submission of an application. Further, USAID reserves the right to reject any or all applications received. In addition, final award of any resultant Cooperative Agreement will not be made until funds have been fully appropriated, allocated, and committed through internal USAID procedures. While it is anticipated that these procedures will be successfully completed, potential applicants are hereby notified of these requirements and conditions for award. All application preparation and submission costs are at the applicant's own expense.

All questions and requests for clarification related to this RFA must be received by March 20, 2013 no later than 1000 hours (New Delhi time) and should be sent to the following email address: indiarco@usaid.gov with a copy to Arun Sehgal, A & A Specialist at asehgal@usaid.gov. Applicants must not submit questions to any other USAID staff. Applicants should retain for their records one copy of all enclosures which accompany their application.

Sincerely,

sd/-

Arun Sehgal

Regional Office of Acquisition and Assistance

USAID/India

Attachment: a/s

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LIST OF ACRONYMS

AO	Agreement Officer
AOR	Agreement Officer's Representative
CA	Cooperative Agreement
CV	Curriculum Vitae
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
ROAA	Regional Office of Acquisitions and Assistance
SA	South Asia
U.S.	United States
USAID	United States Agency for International Development
USG	United States Government

SECTION I

FUNDING OPPORTUNITY DESCRIPTION : READ Alliance

Overview

USAID will provide grant assistance to an Indian entity to: (1) create a platform, or network of public and private sector partners dedicated to improving early grade reading¹ in India; and (2) develop and manage an innovation challenge, or competition, to identify and support the scale up of early grade reading innovations.² Together, these will form the READ (Read, Engage, Achieve, Dream) Alliance. The overall goals of the Alliance are to: 1) spur an early grade reading movement in India by stimulating increased attention, resources, and more focused efforts on improving early grade reading performance in India; and 2) complement the efforts of the Millennium Alliance and other USAID/India early grade reading activities³ to improve the reading skills of at least five million Indian primary school children. To support the READ Alliance, USAID will provide \$3.2 million over a five year period (from June 2013 to May 2018), however, it is expected that the READ Alliance will mobilize additional resources to help meet the goals of the Alliance, particularly from the private sector.

Background and Context

a. USAID/India's New Strategy

A transformative change is underway in the USAID-India relationship from the traditional donor-recipient relationship to a peer-to-peer partnership. As a result, the two overriding objectives of the new USAID assistance strategy are: (1) to seek out, test, and apply cost-effective and sustainable solutions and innovations to meet developmental challenges in India; and (2) to support and catalyze the global diffusion of development solutions proven in India, sharing these to accelerate development outcomes in other countries.

USAID defines “innovation” broadly to include novel business or organizational models, operational or production processes, and products or services that lead to substantial improvements in executing against development challenges. Innovations help produce development outcomes more effectively, more cheaply, and reach more beneficiaries in a shorter period of time.

In line with this new strategy, the Alliance will establish a multi-stakeholder platform that will work to identify innovative early grade reading interventions, support their scale-up, and stimulate the adoption and scale of these innovations by the Government of India, private sector, and other key players in the education sector. Equally important, the platform will also strive to catalyze a culture of reading in India that draws additional

¹ Early grade reading or early literacy refers to children learning to read in the primary grades, i.e. grades 1-5.

² The lead partner may choose to award a sub grant to another entity to design and manage the innovation competition.

³ See the section “USAID/India’s Other EGR Initiatives” for more information about the Millennium Alliance and other early grade reading activities.

interest, support, and resources to the topic of early grade reading to ultimately improve reading outcomes among Indian primary schoolchildren.

b. Relationship to Other Donor Programs

Two major developments have shaped the broader context within which the READ Alliance will be implemented. First, in 1990, UNESCO catalyzed the world community on education through the Education for All pledge and the reaffirmation of that commitment in 2000 with the Millennium Declaration calling for, among other things, universal primary education and the promotion of gender equality at all levels of education by 2015.

Second, in February 2011, USAID announced a new worldwide education strategy, “Education Opportunity Through Learning.” The first goal of the strategy is improved reading skills for 100 million children in primary grades by 2015 and emphasizes supporting innovation to achieve this goal. Reading is the primary goal because children who do not attain reading skills at the primary level are on a lifetime trajectory of limited educational progress and therefore limited economic and development opportunity.

The World Bank is a major education donor concentrating on supporting Sarva Shiksha Abhiyan (SSA), India’s flagship program to implement the Right to Education Act. Its program focuses primarily on improving school infrastructure and teacher training. British assistance provided by the Department for International Development (DFID) is focused on secondary education and teacher training. UNESCO, another important donor working in the education sector, is concentrating on strengthening early preschool education.

c. Country Context

India has made tremendous gains in increasing access to primary education. At the time of independence, only 17 percent of primary school age children were in school. India’s National Policy on Education (1986) and the Right to Education Act (2009) were key national policies that spurred the expansion of the education system. By 2011, approximately 97 percent of 6 to 14 year olds were enrolled in school.⁴ The pace of this expansion far exceeds anything done in the Western world during a comparable period of economic development⁵. With these impressive gains in access, the focus now shifts to the much more difficult task of making sure that these children stay in school and obtain the skills they need to function in a modern economy and society.

The government education system is overloaded with the numbers of children and is lagging in the development of new, qualified teachers and materials needed for effective instruction in the classroom. While all instruction is suffering, poor learning results in reading and math are most often cited. In the ASER survey referred to above, it was found that 52 percent of all children in grade 5 are not able to read a grade 2 level text and nearly one third cannot do basic arithmetic.

⁴ Annual Status of Education Report, ASER, 2011

⁵ Clemens, Michael (2004) “The Long Walk to School: International Education Goals in Historical Perspective.” Center for Global Development Working Paper 37

Public dissatisfaction with the government system is growing, as evidenced by the fact that in many states there has been an increase of over 10 percent in private school enrollment in the last five years. Nationally, approximately 25 percent of the primary school age group attends a private school. While there is a greater sense of accountability in the private schools and teachers are much more likely to be in the classroom, the evidence does not support that learning performance, especially in reading and math, is up to acceptable standards. What is demonstrated by the shift to private schools (as well as the widespread use of private tutors) is the intense desire on the part of parents, even those who have never attended schools themselves, to have their children educated. Fundamental to that education is the ability to read.

Accompanying the proliferation of private schools is a dramatic increase in the number of for-profit companies, non-governmental organizations, civil society groups, and foundations stepping forward with new ideas and programs designed to increase the number of children receiving quality instruction at the primary level, especially reading instruction. Some of them have demonstrated or are in the process of demonstrating, through rigorous evaluation, the effectiveness of their programs in improving learning results and will soon be in a position to implement their programs on a larger scale.

READ Alliance Activity Description

Through its funding for the READ Alliance, USAID/India will provide grant assistance to an Indian entity to do two things:

- First, create a platform, or network, of public and private sector partners including, but not limited to, private firms, foundations, non-profit organizations, public sector entities, international organizations, and universities/academic institutions dedicated to improving India's performance in early grade reading. As described below, the platform will have two components—strategic partnership and advocacy, and knowledge sharing.
- Second, develop and manage an innovation challenge, or competition, to identify and scale early grade reading innovations, with the goal of improving the reading skills of at least five million Indian primary schoolchildren, in concert with other USAID/India-supported early grade reading activities. This component is described in detail below as achieving impact through scale.

The overall objectives of the READ Alliance are: 1) to spur an early grade reading movement in India by stimulating increased attention, resources, and more focused efforts on improving early grade reading performance in India; and 2) to improve the reading skills of at least five million⁶ Indian primary schoolchildren.

⁶ The goal of improving the reading skills of at least five million Indian primary schoolchildren is expected to be achieved through the combined efforts of this READ Alliance, the Millennium Alliance, and the two All Children Reading Grand Challenge grants managed by USAID/India. See the section “USAID/India’s Other EGR Initiatives” for more information.

Underlying the READ Alliance is the assumption that these objectives cannot be met unless there is: (1) an increase in evidence-based, imaginative, effective, and affordable reading innovations; and (2) an increase of and support for early grade reading champions who can effectively promote the importance of reading and positively impact the education system in India.

The READ Alliance, including the platform and innovation challenge, or competition, will have three interrelated components that will work in concert to achieve the Alliance objectives. These components and the intended results are described in detail below.



Component 1: Strategic Partnership and Advocacy

Through strategic communication and outreach, the lead alliance partner will establish partnerships to draw in additional members to the platform; mobilize resources (financial and non-financial) to meet or exceed the development goal; and advocate for the support and scale of proven early grade reading innovations.

Intended Results:

- Platform established with relevant partners including a range of education stakeholders committed to strengthening early grade reading in India and with resources, expertise, and/or knowledge to contribute to the achievement of this goal. Platform members bring financial and non-financial resources to the platform to support the achievement of the development goal. The platform will create opportunities for partners to strategically engage in early grade reading strengthening efforts. Outreach will target for-profit entities, not-for-profit organizations, public sector entities, foundations, educators, international organizations, and philanthropists, among others.
- Increased capacity of the lead alliance partner and other platform partners to become recognized leaders, champions, and advocates on a national scale, of the early reading movement in India and for the scale-up of effective early grade reading innovations.

Component 2: Achieving Impact through Scale

The lead alliance partner will design and manage an innovation challenge, or competition, to support and scale successful early grade reading innovations. The lead partner may choose to award a sub grant to another entity to design and manage this challenge. The platform will provide innovators with a range of services including funding; monitoring and evaluation services; impact assessment; technical assistance; networking; access to capital.

This Alliance will support innovations at stages one, two, and three, as described in USAID's Global Development Innovation Ventures Program (DIV)⁷. However, given the number of existing initiatives supporting stage 1 innovations (e.g., USAID/India Millennium Alliance, USAID/Washington All Children Reading Grand Challenge, DIV), it is anticipated that this Alliance will primarily focus its support on innovations at stages two and three, as described in USAID's DIV; that is, those innovations that are either at a sufficiently "large scale to allow for rigorous impact testing" or are "innovations ready for widespread adoption. The platform will also make substantial efforts to encourage private sector and government to take proven early grade reading innovations to scale.

The minimum target is five million Indian primary schoolchildren with improved reading skills.

Intended Results:

- Innovation challenge, or competition, effectively designed and managed (solicitation developed, outreach conducted, a competitive selection process mutually agreed upon by USAID and the lead partner developed, sub-awards made and effectively managed, and rigorous monitoring and evaluation system developed) to achieve development goal of five million Indian primary schoolchildren with improved reading skills (through a combined effort with other USAID/India supported early grade reading activities)
- Competitively selected early grade reading innovators provided with grant funding, technical assistance, and other support needed to effectively scale their innovations and achieve measurable impact on strengthening early grade reading performance.

Component 3: Knowledge Sharing

The lead alliance partner will create opportunities for ongoing learning and for those in the early grade reading community to learn from one another's experiences. Through the platform, the partner will collect and disseminate evidence, lessons, and tools, and

⁷ The USAID Global Development Innovation Ventures program supports innovations at three stages:

Stage 1: The development needed to support proof of concept and financial, administrative, and technical viability

Stage 2: Implementing the project at a sufficiently large scale to allow for rigorous impact testing

Stage 3: Transitioning innovations to widespread adoption in a single or multiple countries

support workshops and other fora to encourage the adoption of successful, proven early grade reading innovations.

Intended Results:

- A knowledge hub established wherein platform partners and other early grade reading stakeholders are given opportunities to share insights and discuss a range of topics including, but not limited to, successful, evidence-based innovations in early grade reading; the range of existing methodologies and approaches for strengthening reading among primary schoolchildren; lessons on the factors critical to achieving scale and impact; sources of capital for scaling up activities; and effective advocacy and communication on early grade reading topics.

USAID/India's Other EGR Initiatives

The activities of the READ Alliance will complement ongoing Mission activities aimed at strengthening early grade reading in India. USAID/India's Partnerships for Innovation (Pi) Office currently supports two programs that are directly relevant to this alliance. One is the USAID/Washington-led "All Children Reading: A Grand Challenge for Development" which supports innovative and scalable projects to improve early grade reading. Through this global competition, five Indian NGOs were awarded two-year grants to implement pilot projects focused on adoption of innovative teaching/learning materials, improved data management, and new research that have the potential for wider application across multiple contexts. .

In addition, the Pi Office manages the Millennium Alliance (MA) innovation platform in partnership with the Government of India Technology Development Board and the Federation of Indian Chambers of Commerce and Industry (FICCI). The Alliance recognizes India's role as a global innovation laboratory and provides innovators with a range of services, including seed funding and/or non-financial services, such as networking and knowledge exchange opportunities; business development support; monitoring and evaluation services; technical assistance; and access to other sources of capital. While the MA prioritizes seven focus sectors, nearly 45 percent of USAID's total contribution to the MA is specifically dedicated to supporting transformational innovations dedicated to strengthening early grade reading in India.

Gender Consideration

The USAID/India Gender Assessment (2010) finds overwhelming evidence of gender inequality in India, although non-discrimination and equality is formally recognized in the Indian Constitution and in the Indian laws. Gender-based discrimination circumscribes every aspect of the lives of the vast majority of women and girls in India - be it their health status or the accessing of services or their nutritional status, education, political participation, livelihood, or their involvement in decision-making.

While overall gains have been made by India in the education sector, persistent gaps remain between women and men. The literacy gap between men and women has decreased over the years. However, as per the 2001 Census of India, the 54 percent literacy rate for women is still 22 points lower than the rate for men. In the poorer north Indian states, such as Bihar, Jharkhand, Uttar Pradesh and Rajasthan, the overall literacy

rates are well below the national average of 65 percent, and the female literacy rates are below 45 percent.

As reported in the latest available District Information System for Education (DISE) data (2008-09), the Gender Parity Index (GPI) in India is .94 at the primary level (grades 1 to 5) and .91 at the upper primary level (grades 6 to 8). For Bihar it is worse, at .90 and .82 respectively. The 2005 -2006 National Family Health Survey (NFHS-III) reveals that only 34.2 percent of Indian girls complete primary education, compared to 53.3 percent of boys. The completion rate drops further for middle school, with only 19.7 percent of girls completing, versus 35.6 percent of boys. The median number of years of schooling is 4.9 years for boys and 1.9 years for girls. Girls are often pulled from school to care for siblings, help the mother with household chores, get married, or simply because the family reserves its meager resources to educate boys. Illiteracy of parents is a further impediment to children, especially girls, attending and completing school. Another reason why girls drop out of school is the perceived irrelevance of education to women's needs. Girls also drop out or fail to enroll because schools lack female teachers and physical infrastructure, such as boundary walls and safe toilets that are particularly important to girl students. Only around half of schools in the country have these facilities. Moreover, there is a dearth of options through which girls could further their education outside of the formal education system.

For girls, access to quality education leads to significant social, economic, and personal benefits, such as better personal and family health, lower fertility rates, and higher labor force participation. Higher education for girls (potential mothers) is also associated with better fed and healthier children who, in turn, are also better educated (more years of schooling) and have improved acquisition of knowledge, language, and literacy skills. For the past twenty years, GOI education policy has explicitly evinced a commitment to girls' education and the training of teachers to facilitate the empowerment of female students. However, the gender-disaggregated indicators show only a very gradual narrowing of the gap between policy and practice.

To help bridge this gap further, the lead partner in the READ Alliance will make sure that sub-activities give priority attention to female early grade reading needs. All campaigns, posters, mass media communications from the platform will prioritize the needs of female students.

2. AUTHORIZED LEGISLATION

This is a discretionary Cooperative Agreement opportunity to be competed and awarded pursuant to the authority of the 1961 Foreign Assistance Act, as amended, and the applicable sections of USAID regulation 22 CFR 226.

3. AWARD ADMINISTRATION

For US organizations, USAID Regulation 22 CFR 226, OMB Circulars, and USAID Standard Provisions for U.S. Nongovernmental recipients will be applicable. For non-U.S. organizations, the Standard Provisions for Non-U.S., Nongovernmental recipients and the applicable cost principles (OMB Circular A-122 for non-profit organizations and OMB Circular A-21 for universities) will apply. The OMB circulars are available in the following link: <http://www.whitehouse.gov/omb/circulars/index.html>. For both U.S. and non U.S. for-profit organizations Federal Acquisition Regulation (FAR) Part 31 will be applicable. Please refer to Section VI of this RFA for more information on the standard provisions. While [22 CFR 226](#) does not directly apply to non-U.S. applicants, the Agreement Officer will use the standards of 22 CFR 226 in the administration of the award. Further information including the referenced documents may be obtained via our agency website <http://www.usaid.gov> directly or via links in USAID Automated Directive System (ADS) Chapter 303: <http://www.usaid.gov/policy/ads/300/303.pdf>.

Pursuant to 22 CFR 226.81, it is USAID policy not to award profit under assistance instruments. However, all reasonable, allocable, and allowable expenses, direct and indirect, which are related to the Cooperative Agreement and are in accordance with applicable cost standards may be paid under the Award.

[End of Section I]

SECTION II – AWARD INFORMATION**1. ESTIMATED FUNDS TO BE AVAILABLE**

Subject to the availability of funds, USAID intends to provide approximately \$3,200,000 in total USAID funding for the life of the activity.

2. START DATE AND PERIOD OF PERFORMANCE

The period of performance anticipated herein is five (5) years. The estimated start date of the award is June 2013.

3. TYPE OF AWARD

USAID plans to negotiate and award a Cooperative Agreement as USAID desires to be substantially involved in the implementation of the selected program that is consistent with USAID policy contained in ADS Chapter 303 concerning non-governmental assistance activities. This substantial involvement will be through the Agreement Officer, except to the extent that the Agreement Officer delegates authority to the Agreement Officer's Representative (AOR) in writing. The intended purpose of the substantial involvement during the award is to assist the recipient in achieving the supported objectives of the agreement.

Substantial involvement

In addition to the requirements in 22 CFR 226 and other applicable regulations or provisions, USAID/India will be substantially involved during the implementation of this Cooperative Agreement in the following ways through the Agreement Officer's Representative (AOR) or the Agreement Officer as per ADS 303.3.11:

A. Approval of recipient's Implementation Plans

- Approval of annual work plans

B. Approval of Key Personnel and any change in key personnel

C. Agency and recipient Collaboration or Joint Participation

- Approval of Monitoring and Evaluation Plans
- Agency monitoring to permit specified kinds of direction or redirection because of interrelationships with other projects

4. Cost-Sharing

Cost-sharing is encouraged but not required. Cost sharing includes contributions, both cash and in-kind, which are necessary and reasonable to achieve program objectives and which are verifiable from the recipient's records.

5. Program Income

Non-Governmental Organizations (NGOs): If the applicant is a non-profit organization, any program income generated under the award will be used for program purposes, as described in 22 CFR 226.24(b)(2). However, pursuant to 22 CFR 226.82, if the successful applicant is a for-profit organization, any program income generated under the award will be deducted from the total program cost to determine the amount of the Implementing Partners' funding. Program income will be subject to the standard provision entitled "Program Income" for non-U.S. NGOs.

[End of Section II]

SECTION III – ELIGIBILITY INFORMATION

1. ELIGIBILITY OF APPLICANTS

Applicants must be a legally established and registered Local Indigenous (Indian) organizations.

Definition of Local Organization: In order to be considered Local Organization, at the time of application the applicant must:

- Be organized under the laws of the recipient country;
- Have its principal place of business in the recipient country;
- Be majority owned by individuals who are citizens or lawful permanent residents of the recipient country or be managed by a governing body, the majority of whom are citizens or lawful permanent residents of a recipient country; and
- Not be controlled by a foreign entity or by an individual or individuals who are not citizens or permanent residents of the recipient country.

The term, “controlled by,” means a majority ownership or beneficiary interest as defined above, or the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the organization’s managers or a majority of the organization’s governing body by any means, e.g., ownership, contract, or operation of law.

2. POTENTIAL NEW IMPLEMENTING PARTNERS

In support of the Agency’s interest in fostering a larger partner base and expanding the number and sustainability of development partners, USAID/India encourages applications from potential new implementing partners. However, the Agreement Officer may conduct pre-award surveys for the new implementing partners as per ADS 303.3.9.1.

[End of Section III]

SECTION IV – APPLICATION AND SUBMISSION INFORMATION**1. POINT OF CONTACT**

Arun Sehgal, Acquisition & Assistance Specialist, USAID/India C/o American Embassy, Shantipath, Chanakya Puri, India E-mail: indiarco@usaid.gov

2. REQUIRED FORMS

All applicants must submit the application using the SF-424 series, which includes the:

- SF-424, Application for Federal Assistance;
- SF-424A, Budget Information - Nonconstruction Programs; and
- SF-424B, Assurances - Nonconstruction Programs.

The program described in Section I above includes non-construction elements. Therefore, these mandatory forms for non-construction programs must be completed. Costs to non-construction activities should be included on the SF-424A. Copies of these forms may be found in the following website:

<https://apply07.grants.gov/apply/FormsMenu?source=agency>

3. PRE-AWARD CERTIFICATIONS, ASSURANCES, AND OTHER STATEMENTS OF RECIPIENTS

In addition to the certifications that are included in the SF 424, applicants must provide additional certifications, assurances and other statements found in Attachment 1 of this RFA.

4. APPLICATION FORMAT**A. Preparation of Applications:**

i. Applicants are expected to review, understand, and comply with all aspects of this RFA.

ii. Each applicant shall furnish the information required by this RFA. The applicant must sign the application form (SF 424) and print or type its name on the Cover Page of the technical and cost applications. Erasures or other changes must be initialed by the person signing the application. Applications signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

iii. Applicants who include data that they do not want disclosed to the public for any purpose or used by the U.S. Government except for evaluation purpose, must:

a. Mark the title page with the following legend:

"This application includes data that shall not be disclosed outside the U.S. Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this application. If, however, a grant is awarded to this applicant as a result of - or in connection with - the submission of this data, the U.S. Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting grant. This restriction does not limit the U.S. Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets____". and,

b. Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this application."

iv. Applicants should retain for their records one copy of the application and all enclosures which accompany it.

v. Application shall be split into two separate parts: (1) Technical Application; and (2) Cost Application. The formats for each of these parts of the application are set forth below.

B. Technical Application Format

Technical applications should be specific, complete and presented concisely. Applications should demonstrate the applicant's capabilities and expertise with respect to achieving the goals of this program. Applications shall take into account the technical evaluation criteria found in Section V, Application Review Information.

Applicants are invited to present :

1) an innovative technical approach and an effective implementation strategy to achieve the project objectives set forth in Section I;

2) a well thought-out implementation plan with sound rationale for the proposed level of effort and scheduling of work;

3) an illustrative Performance Monitoring and Evaluation Plan (PMEP) that identifies appropriate milestones, gender sensitive indicators and targets (including gender disaggregated targets), as well as plans to gather and utilize baseline data, the illustrative PMEP is expected to reflect concern for results and include proper impact indicators; and

4) an exit strategy and approach to ensure that the program results can be sustained after completion of the project.

Technical Application shall be written in English and **shall not exceed 25 single-spaced typed pages**. Page limitations include the following requirements: single-spaced text printed on one side of the page only, one-inch (1") margins, **11-point (minimum) Times New Roman font**. It shall include an executive summary, not to exceed two pages. The executive summary shall provide a clear overview of the results and impact to be achieved, milestones or benchmark measures of progress and a brief summary of

applicant's experience implementing similar activities.

Annexes are excluded from the 25 page limit. Past performance references, the illustrative performance monitoring and evaluation plan, the letters of intent, cover page, table of contents list of acronyms and personnel resumes may be included as annexes to the technical application.

i. Technical Approach

The tangible results and deliverables proposed by the applicant shall form the basis of the Technical Approach. USAID seeks a Technical Approach that demonstrates the applicant's clear understanding of the context and constraints, as described in this RFA, and that offers innovative, creative, effective, and scalable approaches to achieving the desired objectives, with measurable and significant results. The application should describe the technical approaches the applicant will implement, the development challenges, the outcomes and impact it will achieve and how the program and results will be sustainable after USAID assistance is concluded.

USAID/India seeks to attract additional resources from the private sector under this program. Applicants shall include in their application an approach to private sector engagement that includes methods for leveraging private sector resources, with a focus on innovative and practical approaches to using these resources to achieve program objectives.

The applicant should propose an approach for analyzing gender considerations and integration of gender findings into project implementation.

The applicant must take into serious consideration efficient use of U.S. Government funding for utilizing sound innovations or creative approaches to achieve the program objectives.

As part of the technical approach, the applicant shall also include an illustrative Performance Monitoring and Evaluation Plan (PMEP) as annexes to the application. The illustrative Performance Monitoring and Evaluation Plan (PMEP) must explain how the applicant proposes to monitor the program and assess program impact. The PMEP must include proposed indicators, targets, data sources and collection methods, baseline information, and benchmarks. Applicants are encouraged to provide a performance plan that they believe would best monitor program process and which includes indicators and data collection systems that will provide reliable, valid, timely, and precise information in a cost-effective manner. All data collected must be disaggregated by gender.

ii. Key Personnel

Applicants may propose appropriate key personnel considered essential for implementation of this program, not to exceed three. It is of critical importance that the proposed staff has experience managing projects of similar scale and substance, is complementary in skill and role, and work together effectively as a complete team. Key

personnel are expected to have the ability to manage teams of professionals to produce concrete results, and have excellent interpersonal and communication skills. Resumes shall be included for all key personnel with at least three references and their contact information (name, title, organization, phone number, e-mail address).

The applicant shall include a brief summary for each of the key personnel, including the extent and nature of their experience in facilitating similar projects. A detailed CV or resume should be provided in an Annex (not to be counted in the page limit). Resumes or CVs are not to exceed four pages in length and work experience shall be in chronological order starting with the most recent experience. Each resume shall be accompanied by a signed letter of commitment from each candidate.

All key personnel are required to possess strong communication and interpersonal skills.

iii. Management Plan

As part of its application, the applicant must submit a detailed Management Plan for USAID's review. The Management Plan must, at a minimum, address the following:

- Staffing
- Organogram with a clear chain of authority for the project/program team
- Clear lines of communication and reporting which allow for early identification and resolution of problems by the prime awardee, and provision of related information to USAID
- A clear, regular, and concrete means of communication between program staff in the field and senior management in the headquarters office, which functions without creating unnecessary overlap
- A regular means of informal communication with the Agreement Officer's Representative (AOR), in addition to the required programmatic and financial reporting

iv. Past Experience

Applicants must demonstrate experience in facilitating programs of similar nature and size as the 'Reading Alliance' program described in this RFA. The end/completion date of the cited/referenced program (s) should not be more than five years ago. All references should be within the last five years.

v. Past Performance

Applicants must provide past performance references and clearly describe examples of successful development and implementation of programs similar to what is required under this RFA. Applicants must include the five (5) most recent and relevant US government and/or other donor or privately funded contracts, grants, cooperative agreements, etc., successfully accomplished by the applicant's organization, involving programs similar to the program being proposed. The end date of the cited program (s) should not be more than five years ago. Include the following for each award:

- Name of awarding organization or agency;
- Address of awarding organization or agency;
- Place of performance of services or program;
- Award number;
- Amount of award;
- Period of Performance (begin and end dates of services/program);
- Name, current telephone number, current fax number, and email address (if one is available) of a responsible technical representative (project officer, activity manager or other contact person) of that organization or agency; and
- Brief description of the program.

Applicants must also include the three (3) most relevant U S Government and/or other donor or private funded contracts, grants, cooperative agreements etc., received by each of the major sub-grantees proposed. A major sub-grantee is one whose proposed cost exceeds 10% of the Applicant's total proposed cost. Include the same information as listed above for prime.

USAID may contact references and use the past performance data, along with other information, to determine the Applicant's suitability. The U S Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources inside or outside the USG.

vi. The suggested outline for the technical application is:

I. Table of Contents, listing all page numbers and attachments

II. Executive Summary

III. Technical Approach

IV. Key Personnel

V. Management Plan

VI. Past Experience

VI. Past Performance

VII. Annexes:

- a. Illustrative Performance Monitoring and Evaluation Plan (PMEP)
- b. Relevant Past Performance Information (Recipient and Key Partner Organizations)
- c. Curriculum Vitae for Key Personnel

C. Cost Application Format

The Cost or Business Application is to be submitted under separate cover from the technical application. Certain documents are required to be submitted by an applicant in

order for the Agreement Officer to make a determination of responsibility. However, it is USAID policy not to burden applicants with undue reporting requirements if that information is readily available through other sources. There is no page limitation on the Cost Application.

The following sections describe the documentation that applicants for an assistance award must submit to USAID/India prior to award. While there is no page limit for this portion, applicants are encouraged to be as concise as possible, but still provide the necessary detail to address the following:

i. A detailed budget with an accompanying budget narrative that provides in detail the rationale for proposed costs. The budget narrative should provide information regarding the basis of estimate for each line item, including reference to sources used to substantiate the cost estimate (e.g. organization's policy, payroll document, vendor quotes, etc.).

In addition to the detailed budget, a summary of the budget must be submitted using Standard Form 424 and 424A which can be downloaded from the following web site:

<https://apply07.grants.gov/apply/FormsMenu?source=agency>

ii. The cost/business application should contain the following budget categories:

- a. Labor – Salaries, wages and annual increases for all personnel proposed under the application shall be in accordance with the applicant's established personnel policies. To be considered adequate, the policies must be in writing, applicable to all employees of the organization, is subject to review and approval at a high enough organizational level to assure its uniform enforcement, and result in costs which are reasonable and allowable in accordance with applicable cost principles. The narrative should include a level of effort analysis specifying personnel, rate of compensation, and amount of time proposed. Anticipated salary increases during the period of the agreement should be included.
- b. Supplies and Equipment - Differentiate between expendable supplies and nonexpendable equipment (NOTE: Equipment is defined as tangible nonexpendable personal property including exempt property charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit, unless the applicant's established policy establishes nonexpendable equipment anticipated to be required to implement the program, specifying quantities and unit cost.)
- c. Travel and Per Diem - The narrative should indicate number of trips, domestic and international, and the estimated unit cost of each travel in accordance with the technical application. Proposed per diem rates must be in accordance with the applicant's established policies and practices that are uniformly applied to federally-financed and other activities of the applicant.
- d. Other Direct Costs - This could include any miscellaneous costs such as office rents, communications, transportations, supplies and utilities, report preparation

costs, passports, visas, medical exams and inoculations, insurance (other than the applicant's normal coverage), etc. The narrative, or supporting schedule, should provide a complete breakdown and support for each item of other direct costs.

- e. Proposed Sub-contracts/agreements - Applicants who intend to utilize sub-contractors or sub recipients should indicate the extent intended and a complete cost breakdown, as well as all the information required herein for the applicant. Sub-contract/agreement cost applications should follow the same cost format as submitted by the applicant.
- f. Indirect costs are not allowed for awards to indigenous organizations (see Implementing Partner Notice IPN 08-006: http://www.usaid.gov/in/working_with_us/ipn.html). All costs pertaining to implementation of 'Reading Alliance' program shall be budgeted as direct cost.
- g. Required assurances, certifications and representations as indicated in 424 B entitled Assurances-Non Construction Programs and the certifications attached as attachment 1 to this RFA.
- h. Applicant Responsibility : In order for an award to be made, the Agreement Officer must make an affirmative determination that the applicant is "responsible," as discussed in ADS 303.3.9 (<http://transition.usaid.gov/policy/ads/300/303.pdf>). This means that the applicant must possess, or have the ability to obtain, the necessary management and technical competence to conduct the proposed program, and must agree to practice mutually agreed-upon methods of accountability for funds and other assets provided or funded by USAID.

Applicants must have or be willing to establish financial management, internal control systems, and policies and procedures that comply with established US Government standards, laws, and regulations. All potential awardees will be subject to a financial responsibility determination in accordance with ADS 303.3.9 that may include a pre-award survey.

Applicants should submit any additional evidence of responsibility deemed necessary for the Agreement Officer to make a determination of responsibility. The information submitted should substantiate that the applicant:

- (i) has adequate financial resources or the ability to obtain such resources as required during the performance of the award;
- (ii) has the ability to comply with the award conditions, taking into account all existing and currently prospective commitments of the applicant, nongovernmental and governmental;
- (iii) has a satisfactory record of performance. Past relevant unsatisfactory performance is ordinarily sufficient to justify a finding of non-responsibility, unless there is clear evidence of subsequent satisfactory performance.
- (iv) has a satisfactory record of integrity and business ethics; and

- (v) is otherwise qualified and eligible to receive a grant under applicable laws and regulations (e.g., EEO).
- i. Applicants that have never received a grant, cooperative agreement or contract from the U.S. Government are required to submit a copy of their accounting manual. If a copy has already been submitted to the U.S. Government, the applicant should advise which Federal office has a copy.

5. SUBMISSION DEADLINES

The email submission of applications in response to this RFA is due no later than April 15, 2013 at 10:00A.M New Delhi Time (10:00). The time stamp on the email received shall serve as the official time of receipt. USAID bear no responsibility for transmission errors or delays.

6. APPLICATION SUBMISSION PROCEDURES

Applications submitted in response to this RFA must be received by email at indiarco@usaid.gov by the above stated closing date & time.

Your organization must ensure that the applications are received at USAID/India in its entirety. No addition or modifications will be accepted after the submission date. E-mail attachments should be formatted in Microsoft Word (for narrative text) and Microsoft Excel format (for spread sheets) with **15 MB limit per e-mail**. Please convert your documents to one of these formats before sending them to USAID/India, or provide scanned copies of pages in .pdf format (Adobe PDF) if they include signatures or forms. **USAID/India cannot accept .zip files, as these will be blocked by USAID's firewall.**

In addition to the aforementioned guidelines, the applicant is requested to take note of the following:

- i. Applications submitted electronically must be in either Microsoft Word /.pdf for narrative text and MS Excel for spreadsheets/tables (workable version).
- ii. Please do not send the same email more than once unless there has been a change, and if so, please label it as "corrected" email.
- iii. If you send your application by multiple emails, please indicate in the subject line of the email whether the email relates to the technical or cost application, and the desired sequence of multiple emails (if more than one is sent) and of attachments (e.g. "no. 1 of 4", etc.). For example, if your cost application is being sent in two emails, the first email should have a subject line which says: "[organization name], Cost Application, Part 1 of 2".

Our preference is that the technical application and the cost application be submitted as single email attachments, e.g. that you consolidate the various parts of a technical application into a single document before sending them. If this is not possible, please provide instructions on how to collate the attachments. USAID/India will not be

responsible for errors in compiling electronic applications if no instructions are provided or are unclear.

C. Receipt of Applications

Applications must be received at indiarco@usaid.gov by the date and time specified in the cover letter of the RFA. Applications, which are submitted late or are incomplete run the risk of not being considered in the review process. Late applications may be considered for award if, in the sole discretion of the Agreement Officer, it is determined that it is in the U.S. Government's interest and if the evaluation process has not yet commence.

D. Questions & Answers

Any questions regarding this RFA should be submitted in writing to Mr. Arun Sehgal, A&A Specialist, via e-mail to indiarco@usaid.gov with a copy to asehgal@usaid.gov.

Questions regarding this RFA must be submitted **no later than 1000 New Delhi local time on March 20, 2013** to provide sufficient time to address the questions and incorporate the questions and answers as an amendment to this solicitation. Verbal explanations or instructions given before award will not be binding.

[End of Section IV]

SECTION V – APPLICATION REVIEW INFORMATION

1. EVALUATION CRITERIA

The criteria presented below have been tailored to the requirements of this RFA. Applicants should note that these criteria serve to: (a) identify the significant matters which applicants should address in their applications and (b) set the standard against which all applications will be evaluated. To facilitate the review of applications, applicants are requested to organize the narrative sections of technical applications according to the technical application format (Section IV.4.B) in the Application and Submission Information and the evaluation criteria set forth below.

The specific evaluation criteria are as follows:

A. Technical Evaluation:

	EVALUATION CRITERIA	MAXIMUM SCORE
i.	Technical Approach	35
ii.	Key Personnel	30
iii.	Management Plan	15
iv.	Past Experience	10
v.	Past Performance	10
	TOTAL SCORE	100

i. Technical Approach

35 points

A technical approach that is well-conceived, technically sound, result-oriented, feasible, and sustainable, which demonstrates a clear understanding of the key issues identified in the Program Description.

ii. Key Personnel

30 points

Individuals proposed as key personnel will be evaluated based on their sector specific qualifications, professional competence, relevant academic background, demonstrated success in carrying out proposed activities, experience.

iii. Management Plan**15 points**

The Management Plan will be evaluated based on its ability to support the achievement of results. The Management Plan must consist of a clear and concise description of how internal management plans, organizational structures, lines of communication and authority, and partnerships are conducive to effective project implementation.

iv. Past Experience**10 points**

Past experience managing or implementing similar programs or partnerships that involved elements of strategic partnership and advocacy; supporting and scaling successful and innovative education projects; and knowledge management.

i. Past Performance**10 points**

USAID will evaluate the quality of the applicant's past performance. The assessment of the applicant's past performance will be used to evaluate the relative capability of the applicant to successfully carryout the program. Past performance of significant and critical subs and other types of partnership in applications will be considered to the extent warranted by their involvement in the proposed effort.

Applicants will be evaluated for demonstrated successful past Performance in previous and/or existing projects (See section IV.4.b.v)for the following:

- a. The overall quality of the product /services provided
- b. Cost control performance,
- c. timeliness of performance,
- d. End-user /customer satisfaction with the performance; and
- e. Performance of key personnel.

The Technical Evaluation Committee may give more weight to past performance information that is considered more relevant and/or more current. In cases where an applicant lacks relevant past performance history, or in which information on past performance is not available, the recipient will not be evaluated favorably or unfavorably on past performance. The "neutral" rating provided to any recipient lacking relevant past performance history is at the agreement officer's discretion based on the past performance ratings for all other recipients. Prior to assigning a "neutral" past performance rating, the contracting officer may take into account a broad range of information related to a recipient's past performance.

B. Cost Evaluation:

Points will not be awarded for cost. Cost will primarily be evaluated for reasonableness,

realism, allowability and the applicant's understanding of the work to be performed. Effective cost saving measures to improve cost efficiency of the program will also be considered. Given the nature of this activity, USAID/India will weigh carefully potential benefits from the proposed staffing plans and level of effort.

2. REVIEW AND EVALUATION PROCESS

Application which is deemed to offer the best overall value and meet USAID objectives will be selected for award. The Technical Evaluation Committee (TEC) will evaluate the technical/programmatic merit of each application as measured against the evaluation criteria mentioned above.

Once an "apparent successful applicant" is identified, additional information and discussion may occur between the applicant and USAID Agreement Officer, before the final funding decision is made. The "apparent successful applicant" means the applicant recommended for an award of a component after evaluation, but who has not yet been awarded a grant, cooperative agreement or other assistance award by the Agreement Officer. "Apparently successful applicant" status confers no right and constitutes no USAID commitment to an award.

The recommendation or selection of an application for award does not in any way guarantee an award. The USAID Agreement Officer must be fully satisfied that the applicant has the capacity to adequately perform in accordance with standards established by USAID and the Office of Management and Budget (OMB). This issue of organizational capability is generally referred to as a pre-award "responsibility determination." The Agreement Officer must also complete any other necessary pre-award arrangements.

Details on USAID pre-award responsibility determination policy and procedure can be found on our agency website, in its automated directive system (ADS) chapter 303, section 303.3.9: <http://www.usaid.gov/policy/ads/300/303.pdf>.

USAID/India intends to make this award without any discussion. To the extent that they are necessary, negotiations will be conducted with the applicant(s) whose application(s), has or have a reasonable chance of being selected for award. The final award decision will be made by the Agreement Officer, with consideration of the Technical Evaluation Committee recommendations.

Other areas of review and discussion will vary according to the circumstances pertaining to the application. The following areas commonly require discussion and agreement prior to award:

- A. Branding Strategy and Marking Plan. In accordance with ADS 303.3.6.3.f and 22 CFR 226.91, the apparently successful applicant must submit a Branding Strategy and a Marking Plan for evaluation and approval by the Agreement Officer before an award under this solicitation will be made. "Marking Plan" and "Marking of USAID-funded Assistance Awards" are contained in **AAPD 05-11** and in **22 CFR 226.91**. Please note that in contrast to "exceptions" to marking requirements, waivers based on circumstances in the host country must be approved by Mission Directors or other USAID Principal Officers, see **22 CFR 226.91(j)**. USAID approved Branding Strategy and Marking Plan is required for award execution.

- B. Final program and budget plans.
- C. Payment terms.
- D. Procedures concerning administrative reporting and logistical requirements for program including training components.
- E. Other award terms including audit, special provisions and/or special award conditions.

[End of Section V]

SECTION VI – AWARD AND ADMINISTRATION INFORMATION

1. NOTIFICATION TO APPLICANTS

The Notice of Award (ADS 303.3.7.1.a) signed by the Agreement Officer is the authorizing document that will be provided to the successful applicant to inform the applicant of its selection to be further considered to negotiate a cooperative agreement. USAID will provide this Notice electronically to the person designated to receive this information in the application.

Notification will also be made electronically to unsuccessful applicants pursuant to ADS 303.3.7.1.b.

2. AWARD NOTIFICATION

Notice of Award signed by the Agreement Officer is the authorizing document, which shall be transmitted to the recipient for countersignature to the authorized agent of the successful organization electronically.

Request for debriefings: USAID will follow the procedures included in ADS 303.3.7.2 to receive and accept requests for debriefings from unsuccessful applicants.

3. STANDARD PROVISIONS AND DEVIATIONS

No deviations are anticipated to the standard provisions for the cooperative agreement under by this RFA. All applicable standard provisions shall be incorporated into the resultant award. The standard provisions for Non-US Nongovernmental may be accessed at the following location:

- Standard Provisions for Non-U.S., Nongovernmental recipients can be accessed through the following URL: <http://www.usaid.gov/policy/ads/300/303mab.pdf>

The following Standard Provisions which are indicated below in full text should be specially noted by the prospective applicants.

A. MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (JUNE 2012)

- a. The USAID Identity is the official marking for USAID, comprised of the USAID logo and brandmark with the tagline “from the American people.” The USAID Identity is on the USAID Web site at transition.usaid.gov/branding. Recipients must use the USAID Identity, of a size and prominence equivalent to or greater than any other identity or logo displayed, to mark the following:
 - (1) Programs, projects, activities, public communications, and commodities partially or fully funded by USAID;
 - (2) Program, project, or activity sites funded by USAID, including visible infrastructure projects or other physical sites;

- (3) Technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities, promotional, informational, media, or communications products funded by USAID;
 - (4) Commodities, equipment, supplies, and other materials funded by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs; and
 - (5) Events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities. If the USAID Identity cannot be displayed, the recipient is encouraged to otherwise acknowledge USAID and the support of the American people.
- b. When this award contains an approved Marking Plan, the recipient must implement the requirements of this provision following the approved Marking Plan.
- c. If a "Marking Plan" is not included in this award, the recipient must propose and submit a plan for approval within the time specified by the Agreement Officer (AO).
- d. The AO may require a preproduction review of program materials and "public communications" (documents and messages intended for external distribution, including but not limited to correspondence; publications; studies; reports; audio visual productions; applications; forms; press; and promotional materials) used in connection with USAID-funded programs, projects or activities, for compliance with an approved Marking Plan.
- e. The recipient is encouraged to give public notice of the receipt of this award and announce progress and accomplishments. The recipient must provide copies of notices or announcements to the Agreement Officer's Representative (AOR) and to USAID's Office of Legislative and Public Affairs in advance of release, as practicable. Press releases or other public notices must include a statement substantially as follows:

"The U.S. Agency for International Development administers the U.S. foreign assistance program providing economic and humanitarian assistance in more than 80 countries worldwide."
- f. Any "public communication" in which the content has not been approved by USAID must contain the following disclaimer:

“This study/report/audio/visual/other information/media product (specify) is made possible by the generous support of the American people through the United States Agency for International Development (USAID). The contents are the responsibility of [insert recipient name] and do not necessarily reflect the views of USAID or the United States Government.”

- g. The recipient must provide the USAID AOR, with two copies of all program and communications materials produced under this award.
- h. The recipient may request an exception from USAID marking requirements when USAID marking requirements would:
 - (1) Compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;
 - (2) Diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;
 - (3) Undercut host-country government “ownership” of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications;
 - (4) Impair the functionality of an item;
 - (5) Incur substantial costs or be impractical;
 - (6) Offend local cultural or social norms, or be considered inappropriate; or
 - (7) Conflict with international law.
- i. The recipient may submit a waiver request of the marking requirements of this provision or the Marking Plan, through the AOR, when USAID-required marking would pose compelling political, safety, or security concerns, or have an adverse impact in the cooperating country.
 - (1) Approved waivers “flow down” to sub agreements, including sub awards and contracts, unless specified otherwise. The waiver may also include the removal of USAID markings already affixed, if circumstances warrant.

- (2) USAID determinations regarding waiver requests are subject to appeal by the recipient, by submitting a written request to reconsider the determination to the cognizant Assistant Administrator.
- j. The recipient must include the following marking provision in any sub agreements entered into under this award:

“As a condition of receipt of this subaward, marking with the USAID Identity of a size and prominence equivalent to or greater than the recipient’s, sub recipient’s, other donor’s, or third party’s is required. In the event the recipient chooses not to require marking with its own identity or logo by the subrecipient, USAID may, at its discretion, require marking by the subrecipient with the USAID Identity.”

[END OF PROVISION]

B. PREVENTING TERRORIST FINANCING (JUNE 2012)

- a. The recipient must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism. In addition, the recipient must verify that no support or resources are provided to individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security designation list (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).
- b. This provision must be included in all sub agreements, including contracts and subawards, issued under this award.

[END OF PROVISION]

C. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER (OCTOBER 2010)

- a. **Requirement for Central Contractor Registration (CCR).** Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and

update the information at least annually after the initial registration, and more frequently, if required by changes in your information or another award term.

b. Requirement for Data Universal Numbering System (DUNS) numbers.

If you are authorized to make subawards under this award, you:

- (1) Must notify potential sub recipients that no entity (see definition in paragraph c. of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
- (2) May not make a subaward to an entity unless the entity has provided its DUNS number to you.

c. Definitions. For purposes of this award term:

- (1) Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at www.ccr.gov/).
- (2) Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at fedgov.dnb.com/webform).
- (3) Entity, as it is used in this award term, means all of the following, as defined at 2 CFR 25, subpart C:
 - (i) A governmental organization, which is a State, local government, or Indian tribe;
 - (ii) A foreign public entity;
 - (iii) A domestic or foreign nonprofit organization;
 - (iv) A domestic or foreign for-profit organization; and
 - (v) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- (4) Subaward:

- (i) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you, as the recipient, award to an eligible subrecipient.
 - (ii) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - (iii) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- (5) Subrecipient means an entity that:
- (i) Receives a subaward from you under this award; and
 - (ii) Is accountable to you for the use of the Federal funds provided by the subaward.

***ADDENDUM (JUNE 2012):**

- d. Exceptions.** The requirements of this provision to obtain a Data Universal Numbering System (DUNS) number and maintain a current registration in the Central Contractor Registration (CCR) do not apply, at the prime award or subaward level, to:
- (1) Awards to individuals
 - (2) Awards less than \$25,000 to foreign recipients to be performed outside the United States (based on a USAID determination)
 - (3) Awards where the Agreement Officer determines, in writing, that these requirements would cause personal safety concerns.
- e.** This provision does not need to be included in subawards.

[END OF PROVISION]

D. ALLOWABLE COSTS (JUNE 2012)

- a.** The recipient will be reimbursed for costs incurred in carrying out the purposes of this award in accordance with the terms of this award and the applicable cost principles in effect on the date of this award. The recipient

may obtain a copy of the applicable cost principles from the Agreement Officer (AO):

2 CFR 230 – Cost Principles for Non-Profit Organizations (OMB Circular A-122)

2 CFR 220 – Cost Principles for Educational Institutions (OMB Circular A-21)

48 CFR 31.2 Federal Acquisition Regulations (FAR) and 48 CFR 731.2 USAID Acquisition Regulations (AIDAR) - Cost Principles for Commercial Organizations

- b. It is the recipient's responsibility to ensure that costs incurred are in accordance with the applicable cost principles, meaning the costs are (1) reasonable: costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business; (2) allocable: incurred specifically for this award; and (3) allowable: conform to any limitations in this award. The recipient must obtain any prior written approvals from the AO that are required by the applicable cost principals. The recipient may obtain the AO's written determination on whether specific costs not clearly addressed in the applicable cost principles are allowable or allocable. The AO reserves the right to make a final determination on the allowability of costs.
- c. USAID will not pay any profit or fee to the recipient or sub recipients of a grant or cooperative agreement. This restriction does not apply to procurements under this award made in accordance with Standard Provision, "Procurement Policies."
- d. The recipient must retain documentation to support charges to this award for a period of three years from the date of submission of the final expenditure report in accordance with the Standard Provision, "Accounting, Audit, and Records."
- e. This provision must be incorporated into all sub agreements, including sub awards and contracts, which are paid on a cost reimbursement basis.

[END OF PROVISION]

E. COST SHARE (JUNE 2012)

- a. During the period of this award, the recipient agrees to spend an amount of funds from non-U.S. Government sources specified as Cost Share, as

provided in the award budget. Any Cost Share restrictions contained in this award take precedence over the terms of this provision.

- a. The recipient's Cost Share under this award may include project costs incurred by the recipient from its own funds, or project costs financed with cash, services, or property contributed or donated to the recipient from other non-U.S. Government sources, including sub recipients. Not all Cost Share requires cash outlays by the recipient; examples are depreciation and use charges for buildings and equipment.
- c. The recipient's Cost Share contributions, both cash and in-kind, must meet all of the following criteria:
 - (1) Are verifiable from the recipient's records;
 - (2) Are not included as cost share contributions for any other U.S. Government (USG) -assisted program;
 - (3) Are necessary and reasonable for proper and efficient accomplishment of this award's objectives;
 - (4) Are allowable under the Standard Provision, "Allowable Costs";
 - (5) Are not paid by the USG under another grant or agreement (unless the grant or agreement is authorized to be used for Cost Share); and
 - (6) Are included in the approved budget.
- d. The source, nationality, and restricted goods requirements in the Standard Provision "USAID Eligibility Rules for Procurement of Commodities and Services" do not apply to cost share expenditures.
- e. The value of non-U.S. Government in-kind contributions applied to Cost Share is established by the following procedures:
 - (1) Volunteer services must be an integral and necessary part of an approved program. Rates for volunteers must be consistent with those paid for similar work in the recipient's organization, or consistent with those paid for similar work in the labor market in which the recipient competes. Volunteer services furnished by others must be valued at the employee's regular rate of pay, exclusive of overhead costs, provided these services are of the same skill for which the employee is normally paid. In any case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.
 - (2) The assessed value of donated supplies and equipment must be reasonable and must not exceed the fair market value of the property at the time of the donation.

- (3) The value of donated property must be determined in accordance with the usual accounting policies of the recipient with the following qualifications:
 - (i) If the purpose of this award is to assist the recipient in the acquisition of equipment, buildings, or land, the total value of the donated property may be claimed as Cost Share.
 - (ii) If the purpose of this award is to support activities that require the use of equipment, buildings, or land, normally only depreciation or use charges for equipment and buildings may be made. However, the Agreement Officer (AO) may approve the charge of the full value of equipment or other capital assets and fair rental charges for land.
 - (iii) The value of donated land and buildings must not exceed its fair market value at the time of donation to the recipient as established by an independent appraiser.
 - (iv) The value of donated equipment must not exceed the fair market value of equipment of the same age and condition at the time of donation.
 - (v) The value of donated space must not exceed the fair rental value of comparable space and facilities in a privately owned building in the same locality, as determined by adequate market research.
 - (vi) The value of loaned equipment must not exceed its fair rental value.
- f. The recipient must provide supporting records for in-kind contributions from third parties.
 - (1) Volunteer services must be documented and, to the extent feasible, supported by the same methods used by the recipient for its employees.
 - (2) The basis for determining the valuation for personal services, material, equipment, buildings, and land must be documented.
- g. If the recipient expends less than the agreed upon Cost Share as specified in this award, the AO may apply the difference to reduce the amount of USAID funding for the following funding period, require the recipient to refund the difference to USAID when this award expires or is terminated, or reduce the amount of cost share required under the award.
- h. In the event of any disallowance of expenditures from USAID award funds, the recipient may substitute expenditures made with funds provided from non-U.S. Government sources, provided they are eligible in accordance with all the Standard Provisions of this award.

[END OF PROVISION]

F. ACCOUNTING, AUDIT, AND RECORDS (JUNE 2012)

- a. Records and Accounting. The recipient must maintain financial records, supporting documents, statistical records and all other records, to support performance of, and charges to, this award. Such records must comply with accounting principles generally accepted in the U.S., the cooperating country, or by the International Accounting Standards Board (a subsidiary of the International Financial Reporting Standards Foundation). Accounting records and supporting documentation must, at a minimum, be adequate to show all costs incurred under this award; receipt and use of goods and services acquired under this award; the costs of the program supplied from other sources; and the overall progress of the program. Unless otherwise notified by USAID, the recipient records and subrecipient records that pertain to this award must be retained for a period of three years from the date of submission of the final expenditure report.
- b. Audits.
 - (1) The recipient must have an annual audit conducted in accordance with the "Guidelines for Financial Audits Contracted by Foreign Recipients" issued by the USAID Inspector General, for any recipient fiscal year in which the recipient expends a combined total of \$300,000 or more in all USAID awards, either directly or through another USAID contractor or recipient, excluding fixed price contracts and fixed obligation grants.
 - (i) The audit report must be submitted to USAID within 30 days after receipt of the auditor's report, but no later than nine months after the end of the period audited.
 - (ii) The USAID Inspector General will review this report to determine whether it complies with the audit requirements of this award. USAID will only pay for the cost of audits conducted in accordance with the terms of this award.
 - (iii) In cases of continued inability or unwillingness to have an audit performed in accordance with the terms of this provision, USAID will consider appropriate sanctions which may include suspension of all, or a percentage of, disbursements until the audit is satisfactorily completed.
 - (2) The recipient is not required to have an annual audit for any recipient fiscal year in which the recipient expends a combined total of less than \$300,000 in all USAID awards, either directly or through a prime contractor or recipient, excluding fixed price contracts and fixed obligation grants. However, the recipient must make records pertaining to this award for that fiscal year available for review by USAID officials or their designees upon request.

- (3) USAID retains the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending USAID funds, regardless of the audit requirement.
- c. Subawards and Contracts.
- (1) If the recipient provides USAID resources to other organizations to carry out the USAID-financed program and activities, the recipient is responsible for monitoring such sub recipients or contractors. The costs for subrecipient audits for organizations that meet the threshold in paragraph b. are allowable. The costs for subrecipient audits for organizations that do not meet the threshold in paragraph b. are allowable only for the following types of compliance audits: activities allowed or unallowed; allowable costs/cost principles; eligibility; cost share; level of effort; earmarking; and reporting.
 - (2) This provision must be incorporated in its entirety into all subawards and contracts with non-U.S. organizations that are for more than \$10,000. Subawards of grants and cooperative agreements made to U.S. organizations must state that the U.S. organization is subject to the audit requirements contained in OMB Circular A-133.

[END OF PROVISION]

G. SUBAWARDS (JUNE 2012)

- a. Subaward means an award of financial assistance to carry out the purposes of the program in the form of money, or property in lieu of money, made under an award by a recipient to an eligible subrecipient or by a subrecipient to a lower tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract. A subaward does not include a procurement contract for commodities or services.
- b. The recipient remains responsible for the work that is sub awarded, and therefore, the recipient must comply with the following:
 - (1) Sub recipient's responsibility: The recipient must determine that the subrecipient possesses the ability to perform successfully under the terms and conditions of a proposed award, taking into consideration the sub recipient's integrity, record of past performance, financial and technical resources, and accessibility to other necessary resources. The recipients must ensure subawards are made in compliance with the Standard Provision "Suspension and Debarment," and the Standard Provision "Prevention of Terrorist Financing."

- (2) Enter into a written subaward: All subawards must contain the following:
- (i) Program description, budget, and period of performance,
 - (ii) Terms and conditions to define a sound and complete agreement,
 - (iii) All provisions from this award that contain a requirement to incorporate that provision into the subawards. The recipient must insert a statement in the subaward that, where appropriate, in instances where USAID is mentioned in such flow down provisions, the recipient's name will be substituted and where "recipient" appears, the sub recipient's name will be substituted.
 - (iv) Other terms that the recipient determines are required to ensure compliance with the terms of this award.
- c. Unless otherwise approved by the USAID Agreement Officer, the recipient must not provide funds to the governments of or entities controlled by the governments of countries ineligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

4. ENVIRONMENT COMPLIANCE

1) The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204 (<http://www.usaid.gov/policy/ads/200/>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. [recipient] environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this RFA.

2) In addition, the recipient must comply with host country environmental regulations unless otherwise directed in writing by USAID . In case of conflict between host country and USAID regulations, the latter shall govern.

3) No activity funded under this [Cooperative Agreement] will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the

Bureau Environmental Officer (BEO). (Hereinafter, such documents are described as “approved Regulation 216 environmental documentation.”)

4) As part of its initial Work Plan, and all Annual Work Plans thereafter, the [recipient], in collaboration with the USAID Cognizant Technical Officer and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, shall review all ongoing and planned activities under this [Cooperative Agreement] to determine if they are within the scope of the approved Regulation 216 environmental documentation.

5) If the [recipient] plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it shall prepare an amendment to the documentation for USAID review and approval. No such new activities shall be undertaken prior to receiving written USAID approval of environmental documentation amendments.

6) Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation shall be halted until an amendment to the documentation is submitted and written approval is received from USAID.

5. GENERAL INFORMATION ON REPORTING REQUIREMENTS

Reports and related requirements will be included in the Cooperative Agreement issued as a result of this RFA. Requirements for periodic performance reports are contained below and supplemented by 22 CFR 226.51. Copies of all required financial reports will be submitted to the Agreement Officer's Representative (AOR) and Agreement Officer at USAID/India. Applicants are reminded to budget prudent and adequate resources for completing the required reporting. All reports shall be in the English language, unless otherwise specified by the AOR. Electronic submissions are preferred. The recipient will provide the following reports to the USAID Agreement Officer's Representative (AOR) and the Agreement Officer, as specified below, in accordance with 22 CFR 226.51 and 226.52 and the Substantial Involvement provisions as mentioned in the Section II of this RFA.

A. Financial Reporting

Financial reporting requirements will be in accordance with 22 CFR 226.52.

B. Performance Monitoring and Reporting

The recipient will submit reports to the USAID AOR as described below.

i) Annual Work Plan

The recipient must submit a draft Annual Work Plan (AWP) within forty five (45) calendar days of the effective date of the Cooperative Agreement. The AWP must detail the work to be accomplished during the upcoming year. The scope and format of the AWP will be agreed to between the recipient and the AOR. AOR will review the work plan and provide comments within ten (10) work days of receipt; the recipient must incorporate these comments and provide a final annual work plan within five (5) work days of receiving AOR's comments. The AWP will serve as a guide for program implementation—a demonstration of links between activities and objectives in accordance with the PMP.

The AWP shall outline key activities and the expected results to be accomplished for that year and will be negotiated and shared with host government partners for comments as appropriate. The AWP will also serve as a basis for budget estimates for that year of program implementation. A budget with sufficient detail to allow the AOR to judge the efficiency of the implementation plan should be included. The AWP should delineate an overall budget by line item and a budget per objective and activity. The AWP may be revised on an occasional basis in the course of implementation, as needed, to reflect changes on the ground with the concurrence of the AOR. Subsequent AWP's must be submitted in a similar fashion, and the recipient must submit the work plans for successive years forty five (45) calendar days before the beginning of each successive year.

ii) Performance Monitoring and Evaluation Plan

The application must contain an illustrative Performance Monitoring and Evaluation Plan that explains how the applicant proposes to monitor the program and assess program impact. The recipient must submit a comprehensive Performance Monitoring and Evaluation Plan (PMEP) that measures impact and progress toward achieving results over the life of the award within thirty (30) calendar days of the finalization of the Annual Work Plan for the first agreement year. USAID will review the draft PMEP and provide comments/suggestions within twenty (20) calendar days of receipt. The recipient must then submit the final PMEP to the AOR not later than ten (10) calendar days from receipt of USAID's comments/suggestions. The PMEP must cover the entire period of the Agreement. It must include, but not necessarily be limited to, the following:

- a) A Performance Monitoring Plan (PMP) which will help to plan/schedule for measuring results
- b) Discussion on the approach proposed to conduct annual performance assessments
- c) Outline the means of communicating findings and data among partners and to stakeholders including USAID.

The recipient may consult with the AOR and other USAID officials in the development of the PMEP.

The recipient must provide ongoing monitoring of the effectiveness of the implementation of the program and shall develop an information and reporting system tied to the Annual Work Plan to measure progress towards attaining milestones (results) as well as to collect information on agreed-upon indicators. Indicators and targets for each result should illustrate how the project is achieving its targets for each tasks and interventions. Measurement of achievements under the award should directly relate to the technical leadership and support provided under this project, including the identification, development and application of best practices. They should also demonstrate how the project will leverage and synergize results through USAID programs. It is equally important that similar interventions by other donors are cited with particular emphasis on aid effectiveness.

The recipient will finalize the monitoring and evaluation plan in consultation with USAID/India and its counterparts through participatory inception meetings with key implementing partners and other stakeholders. The PMEP must include indicators,

targets, data sources and collection methods, baseline information, and benchmarks. The recipient must discuss the ways in which the collection, analysis and reporting of performance data will be managed under the project. All data collected must be disaggregated by sex, if applicable.

The recipient will be expected to assign high priority to continuous monitoring and evaluation of all its operations and assistance, not only for the purpose of effective internal self-monitoring and planning, but also to ensure that the recipient can demonstrate results under the objectives of this project and to assist USAID's performance monitoring. The recipient will be expected to participate actively in data gathering for the Mission's Performance Monitoring Plan. The recipient will also be required to report annually on indicators set by the Foreign Assistance Framework under the Global Climate Change and Economic Growth.

The indicators include applicable Foreign Assistance Standard Indicators and custom-designed indicators that are specific to the unique socio-economic context and program environment of India. The PMP must include two types of indicators to measure impact and performance. PMP should also include output indicators as well as outcome indicators. The recipient must use effective and efficient mechanisms to monitor progress, impacts, and successes of their activities and performances at all levels. USAID expects that the recipient will be innovative and creative in their efforts to capture, document, and report all the outcomes of USAID assistance

At the mid-term and the end of the program, USAID shall undertake an independent performance and impact evaluation of the program using primary and/or secondary data through qualitative and/or quantitative methods.

iii) Performance Monitoring Report

a. Quarterly Progress Reports

The recipient must submit a Performance Report on progress toward agreed performance targets every three (3) months, based on a PMP to be finalized after the award. Quarterly Performance Reports shall be submitted 30 calendar days after the end of the quarter pursuant to 22 CFR 226.51(b). The scope and format of the quarterly progress reports will be determined in consultation with the AOR. The quarterly report should seek to be brief yet precise description of the activities, with emphasis on issues that have arisen, impacts made, constraints encountered, and suggestions for additional actions that might be taken. The recipient is not required to follow PMP for the first quarterly performance report of the award. One original and two copies of the report shall be submitted to the AOR.

b. Annual Progress Report

The annual progress report shall be a review of the previous year's accomplishments relative to the Performance Monitoring Plan, including challenges and success stories. Problems or issues encountered and how they were resolved shall be presented in the report. The report shall be submitted 90 calendar days after the end of fourth quarter. It shall be submitted in lieu of the fourth quarterly progress report. The scope and format of the annual progress report will be determined in consultation with the AOR. One original and two copies of the report shall be submitted to the AOR.

The annual report shall include a discussion, supported with quantitative and qualitative evidence, (which evidence shall remain auditable under the terms of the agreement and USAID program implementation procedures), of progress against indicators and/or impacts achieved to date. This shall include clear identification of which impacts achieved were within the manageable interests of the recipient and which were likely catalyzed by recipient-supported initiatives, leading to substantial, sustained achievement of results. This discussion will be instrumental in helping the Mission to complete mandatory reporting to Washington such as the Performance Plan Report (PPR) and the Operational Plan (OP).

iv) Final Report

The recipient must submit the Final Report within 90 calendar days after the expiration of the award. One original and two copies of the report shall be submitted to the AOR. The final performance report should contain the following information:

- Describe accomplishments in accordance with the specific paragraphs of the project description.
 - A comparison of actual activities and results with the plane established for the life of the project (presented in narrative and table format).
 - Describe reasons why targets were not achieved or surpassed and why activities were delayed or not carried out, if appropriate.
 - Success stories, including examples of synergy and collaboration with partners.
 - A summary of progress made in achieving indicator targets during the program (based on valid data collection and analysis and credible baseline).
-
- Other pertinent information, including recommendations with-in depth-analysis and lessons learned, related to the overall program results.

[End of Section VI]

SECTION VII – AGENCY CONTACTS

The Agreement Officer for this Award is:

Braden W. Enroth
Regional Agreement Officer
USAID/INDIA
C/o American Embassy, Shantipath,
New Delhi 110021, INDIA

The Acquisition and Assistance Specialist for this Award is:

Arun Sehgal
Acquisition and Assistance Specialist
USAID/INDIA
C/o American Embassy, Shantipath,
New Delhi 110021, INDIA

[End of Section VII]

SECTION VIII – OTHER INFORMATION

1. FUNDING APPLICANTS

Issuance of this RFA does not constitute an award commitment on the part of the Government, nor does it commit the Government to pay for any costs incurred in the preparation and submission of an application. Further, USAID reserves the right to reject any or all applications received. In addition, final award of any resultant Cooperative Agreement(s) will not be made until funds have been fully appropriated, allocated, and committed through internal USAID procedures. While it is anticipated that these procedures will be successfully completed, potential applicants are hereby notified of these requirements and conditions for award. All application preparation and submission costs are at the applicant's own expense.

2. AWARD

The Government may award one Cooperative Agreement resulting from this RFA to the responsible applicant whose application best meet the requirements of this RFA (see also Section V of this RFA for evaluation criteria). The Government may (a) reject any or all applications, (b) accept other than the lowest cost application.

3. AUTHORITY TO OBLIGATE THE GOVERNMENT

The Agreement Officer is the only individual authorized to commit the U.S. Government to the expenditure of public funds. No costs chargeable to the proposed Cooperative Agreement may be incurred before receipt of either a fully executed Cooperative Agreement or a specific, written authorization from the Agreement Officer.

4. EXTERNAL EVALUATIONS

USAID/India will conduct mid-term and final external evaluations to assess and substantiate performance and overall achievements of the project. The external evaluations may be funded directly by USAID and will not be included in the funding of this Agreement.

5. AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this award is 937.

[End of Section VIII]

ATTACHMENT 1 – CERTIFICATIONS & ASSURANCES

NOTE: When these Certifications, Assurances, and Other Statements of Recipient are used for cooperative agreements, the term "Grant" means "Cooperative Agreement."

PART I - CERTIFICATIONS AND ASSURANCES**1. ASSURANCE OF COMPLIANCE WITH LAWS AND REGULATIONS
GOVERNING NON DISCRIMINATION IN FEDERALLY ASSISTED
PROGRAMS**

Note: This certification applies to Non-U.S. organizations if any part of the program will be undertaken in the United States.

(a) The recipient hereby assures that no person in the United States shall, on the bases set forth below, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity receiving financial assistance from USAID, and that with respect to the Cooperative Agreement for which application is being made, it will comply with the requirements of:

(1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. 2000-d), which prohibits discrimination on the basis of race, color or national origin, in programs and activities receiving Federal financial assistance;

(2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance;

(3) The Age Discrimination Act of 1975, as amended (Pub. L. 95-478), which prohibits discrimination based on age in the delivery of services and benefits supported with Federal funds;

(4) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance (whether or not the programs or activities are offered or sponsored by an educational institution); and

(5) USAID regulations implementing the above nondiscrimination laws, set forth in Chapter II of Title 22 of the Code of Federal Regulations.

(b) If the recipient is an institution of higher education, the Assurances given herein extend to admission practices and to all other practices relating to the treatment of students or clients of the institution, or relating to the opportunity to participate in the provision of services or other benefits to such individuals, and shall be applicable to the entire institution unless the recipient establishes to the satisfaction of the USAID Administrator that the institution's practices in designated parts or programs of the institution will in no way affect its practices in the program of the institution for which financial assistance is sought, or the beneficiaries of, or participants in, such programs.

(c) This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance

extended after the date hereof to the recipient by the Agency, including installment payments after such date on account of applications for Federal financial assistance which was approved before such date. The recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and that the United States shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

2. CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person

who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. PROHIBITION ON ASSISTANCE TO DRUG TRAFFICKERS FOR COVERED COUNTRIES AND INDIVIDUALS (ADS 206)

USAID reserves the right to terminate this Agreement, to demand a refund or take other appropriate measures if the Grantee is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140. The undersigned shall review USAID ADS 206 to determine if any certifications are required for Key Individuals or Covered Participants.

If there are COVERED PARTICIPANTS: USAID reserves the right to terminate assistance to or take other appropriate measures with respect to, any participant approved by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

4. CERTIFICATION REGARDING TERRORIST FINANCING IMPLEMENTING E.O. 13224

Certification

By signing and submitting this application, the prospective recipient provides the certification set out below:

1. The Recipient, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.
2. The following steps may enable the Recipient to comply with its obligations under paragraph 1:
 - a. Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not (i) appear on the master list of [Specially Designated Nationals and Blocked Persons](#), which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website : <http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf> , or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.
 - b. Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee's website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.

c. Before providing any material support or resources to an individual or entity, the Recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.

d. The Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

3. For purposes of this Certification-

a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."

b. "Terrorist act" means-

(i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site:

http://treaties.un.org/Pages/DB.aspx?path=DB/studies/page2_en.xml&menu=MTDSG);
or

(ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or

(iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

c. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.

d. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Recipient has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

e. The Recipient's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Recipient has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

This Certification is an express term and condition of any agreement issued as a result of this application, and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

5. CERTIFICATION OF RECIPIENT

By signing below the recipient provides certifications and assurances for (1) the Assurance of Compliance with Laws and Regulations Governing Non-Discrimination in Federally Assisted Programs, (2) the Certification Regarding Lobbying, (3) the Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuals (ADS 206) and (4) the Certification Regarding Terrorist Financing Implementing Executive Order 13224 above.

RFA No. _____

Application No. _____

Date of Application _____

Name of Recipient _____

Typed Name and Title _____

Signature _____

Date _____

Part II – Key Individual Certification Narcotics Offenses and Drug Trafficking

I hereby certify that within the last ten years:

1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
2. I am not and have not been an illicit trafficker in any such drug or controlled substance.
3. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

Signature: _____

Date: _____

Name: _____

Title/Position: _____

Organization: _____

Address: _____

Date of Birth: _____

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.
2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

PART III - PARTICIPANT CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING

1. I hereby certify that within the last ten years:

a. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.

b. I am not and have not been an illicit trafficker in any such drug or controlled substance.

c. I am not or have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

2. I understand that USAID may terminate my training if it is determined that I engaged in the above conduct during the last ten years or during my USAID training.

Signature: _____

Name: _____

Date: _____

Address: _____

Date of Birth: _____

NOTICE:

1 You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain participants must sign this Certification.

2 If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

Part IV – Survey on Ensuring Equal Opportunity for Applicants

Applicability: All RFA's must include the attached Survey on Ensuring Equal Opportunity for Applicants as an attachment to the RFA package. Applicants under unsolicited applications are also to be provided the survey. (While inclusion of the survey by Agreement Officers in RFA packages is required, the applicant's completion of the survey is voluntary, and must not be a requirement of the RFA. The absence of a completed survey in an application may not be a basis upon which the application is determined incomplete or non-responsive. Applicants who volunteer to complete and submit the survey under a competitive or non-competitive action are instructed within the text of the survey to submit it as part of the application process.)

Survey on Ensuring Equal Opportunity for Applicants can be found at <http://www.usaid.gov/forms/surveyeo.doc>

PART V - OTHER STATEMENTS OF RECIPIENT**1. AUTHORIZED INDIVIDUALS**

The recipient represents that the following persons are authorized to negotiate on its behalf with the Government and to bind the recipient in connection with this application or grant:

Name	Title	Telephone No.	Facsimile No.

2. TAXPAYER IDENTIFICATION NUMBER (TIN)

If the recipient is a U.S. organization, or a foreign organization which has income effectively connected with the conduct of activities in the U.S. or has an office or a place of business or a fiscal paying agent in the U.S., please indicate the recipient's TIN:

TIN: _____

3. DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

(a) In the space provided at the end of this provision, the recipient should supply the Data Universal Numbering System (DUNS) number applicable to that name and address. Recipients should take care to report the number that identifies the recipient's name and address exactly as stated in the proposal.

(b) The DUNS is a 9-digit number assigned by Dun and Bradstreet Information Services. If the recipient does not have a DUNS number, the recipient should call Dun and Bradstreet directly at 1-800-333-0505. A DUNS number will be provided immediately by telephone at no charge to the recipient. The recipient should be prepared to provide the following information:

- (1) Recipient's name.
- (2) Recipient's address.
- (3) Recipient's telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the organization was started.
- (7) Number of people employed by the recipient.
- (8) Company affiliation.

(c) Recipients located outside the United States may e-mail Dun and Bradstreet at globalinfo@dbisma.com to obtain the location and phone number of the local Dun and Bradstreet Information Services office.

The DUNS system is distinct from the Federal Taxpayer Identification Number (TIN) system.

DUNS: _____

4. LETTER OF CREDIT (LOC) NUMBER

If the recipient has an existing Letter of Credit (LOC) with USAID, please indicate the LOC number:

LOC: _____

5. PROCUREMENT INFORMATION

(a) Applicability. This applies to the procurement of goods and services planned by the recipient (i.e., contracts, purchase orders, etc.) from a supplier of goods or services for the direct use or benefit of the recipient in conducting the program supported by the grant, and not to assistance provided by the recipient (i.e., a sub grant or sub agreement) to a sub grantee or sub recipient in support of the sub grantee's or sub recipient's program. Provision by the recipient of the requested information does not, in and of itself, constitute USAID approval.

(b) Amount of Procurement. Please indicate the total estimated dollar amount of goods and services which the recipient plans to purchase under the grant:

\$ _____

(c) Nonexpendable Property. If the recipient plans to purchase nonexpendable equipment which would require the approval of the Agreement Officer, please indicate below (using a continuation page, as necessary) the types, quantities of each, and estimated unit costs. Nonexpendable equipment for which the Agreement Officer's approval to purchase is required is any article of nonexpendable tangible personal property charged directly to the grant, having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

TYPE/DESCRIPTION (Generic) _____

QUANTITY _____

ESTIMATED UNIT COST _____

(d) Source, Origin, and Componentry of Goods. If the recipient plans to purchase any goods/commodities which are not of U.S. source and/or U.S. origin, and/or does not contain at least 50% componentry, which are not at least 50% U.S. source and origin, please indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, and probable source and/or origin, to include the

probable source and/or origin of the components if less than 50% U.S. components will be contained in the commodity. "Source" means the country from which a commodity is shipped to the cooperating country or the cooperating country itself if the commodity is located therein at the time of purchase. However, where a commodity is shipped from a free port or bonded warehouse in the form in which received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse. Any commodity whose source is a non-Free World country is ineligible for USAID financing. The "origin" of a commodity is the country or area in which a commodity is mined, grown, or produced. A commodity is produced when, through manufacturing, processing, or substantial and major assembling of components, a commercially recognized new commodity results, which is substantially different in basic characteristics or in purpose or utility from its components. Merely packaging various items together for a particular procurement or relabeling items do not constitute production of a commodity. Any commodity whose origin is a non-Free World country is ineligible for USAID financing. "Components" are the goods, which go directly into the production of a produced commodity. Any component from a non-Free World country makes the commodity ineligible for USAID financing.

TYPE/DESCRIPTION _____

QUANTITY _____

ESTIMATED GOODS _____

PROBABLE GOODS _____

PROBABLE (Generic) _____

UNIT COST _____

COMPONENTS _____

SOURCE _____

COMPONENTS _____

ORIGIN _____

(e) Restricted Goods. If the recipient plans to purchase any restricted goods, please indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, intended use, and probable source and/or origin. Restricted goods are Agricultural Commodities, Motor Vehicles, Pharmaceuticals, Pesticides, Rubber Compounding Chemicals and Plasticizers, Used Equipment, U.S. Government-Owned Excess Property, and Fertilizer.

TYPE/DESCRIPTION _____

QUANTITY _____

ESTIMATED _____

PROBABLE _____

INTENDED USE (Generic) _____

UNIT COST _____

SOURCE _____

ORIGIN _____

(f) Supplier Nationality. If the recipient plans to purchase any goods or services from suppliers of goods and services whose nationality is not in the U.S., please indicate below (using a continuation page, as necessary) the types and quantities of each good or service, estimated costs of each, probable nationality of each non-U.S. supplier of each good or service, and the rationale for purchasing from a non-U.S. supplier. Any supplier whose nationality is a non-Free World country is ineligible for USAID financing.

TYPE/DESCRIPTION _____

QUANTITY _____

ESTIMATED _____

PROBABLE SUPPLIER _____

NATIONALITY _____

RATIONALE (Generic) _____

UNIT COST (Non-US Only) _____

FOR NON-US _____

(g) Proposed Disposition. If the recipient plans to purchase any nonexpendable equipment with a unit acquisition cost of \$5,000 or more, please indicate below (using a continuation page, as necessary) the proposed disposition of each such item. Generally, the recipient may either retain the property for other uses and make compensation to USAID (computed by applying the percentage of federal participation in the cost of the original program to the current fair market value of the property), or sell the property and reimburse USAID an amount computed by applying to the sales proceeds the percentage of federal participation in the cost of the original program (except that the recipient may deduct from the federal share \$500 or 10% of the proceeds, whichever is greater, for selling and handling expenses), or donate the property to a host country institution, or otherwise dispose of the property as instructed by USAID.

TYPE/DESCRIPTION (Generic)	_____
QUANTITY	_____
ESTIMATED UNIT COST	_____
PROPOSED DISPOSITION	_____

6. PAST PERFORMANCE REFERENCES

On a continuation page, please provide past performance information requested in the RFA.

7. TYPE OF ORGANIZATION

The recipient, by checking the applicable box, represents that -

(a) If the recipient is a U.S. entity, it operates as ☐ a corporation incorporated under the laws of the State of, ☐ an individual, ☐ a partnership, ☐ a nongovernmental nonprofit organization, ☐ a state or local governmental organization, ☐ a private college or university, ☐ a public college or university, ☐ an international organization, or ☐ a joint venture; or

(b) If the recipient is a non-U.S. entity, it operates as ☐ a corporation organized under the laws of _____ (country), ☐ an individual, ☐ a partnership, ☐ a nongovernmental nonprofit organization, ☐ a nongovernmental educational institution, ☐ a governmental organization, ☐ an international organization, or ☐ a joint venture.

8. ESTIMATED COSTS OF COMMUNICATIONS PRODUCTS

The following are the estimate(s) of the cost of each separate communications product (i.e., any printed material [other than non-color photocopy material], photographic services, or video production services) which is anticipated under the grant. Each estimate must include all the costs associated with preparation and execution of the product. Use a continuation page as necessary.

[End of Attachment 1]