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A. Introduction

This is a competitive 5-year , Blanket Purchase Agreement (BPA), Request for Proposal (RFP) to provide research, data science, evaluation, and communication services for the NEA’s Office of Research & Analysis (ORA). This RFP is being issued as a total small business set-aside under 541611 Administrative Management and General Management Consulting Services or 541690 Other Scientific and Technical Consulting Services. PSC R499 Professional Services-Management Advisory Services. We encourage small business vendors to participate.

B. Questions

All questions shall be submitted in writing via email no later than 6:00 PM (EST) on February 16, 2022.

C. Submission Requirements

Proposals should be submitted via email to the Contracting Officer (CO) identified below no later than 6:00 PM (EST) on March 3, 2022.

Latonca Harris, Contracting Officer, Email: HARRISL@ARTS.GOV

Please note that it is the Offerors responsibility to ensure/verify the government receives its submission on or before the deadline. The Government reserves the right to not accept any late Proposals for any reason, including those related to any technical difficulties.

Proposals shall be submitted in the following format:

- a. Font. Font shall be no smaller than Times New Roman, 12 Point for general text. Font shall be no smaller than Times New Roman, 10 Point for pictures, diagrams, tables, and illustrations.
- b. Margins. Margins shall be one (1) inch all around.

D. Submission Section Requirements:

<u>Section Title</u>	<u>Page Limitations</u>
Transmittal/Cover Letter	2
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Offerors are advised that for sections that include page limits, any excess pages will not be evaluated. Additionally, any additional attachments or supplements beyond those described above will not be evaluated. Any Proposal that is non-compliant with the mandatory submission requirements of this RFP may immediately be removed from further consideration.

E. *Transmittal/Cover Page:*

The Offeror shall provide the information listed below:

- A. Date of Proposal, NEA Reference number
- B. Name of Company
- C. Address
- D. Registration Data: SAM Unique Entity ID/Data Universal Numbering System (DUNS)/CAGE/TIN/NAICS/PSC
- E. Point of Contact (POC) (primary and alternate)
- F. Names and contact information of persons authorized to negotiate on Offerors behalf, if different from POC identified above (e-mail, direct number)
- G. Business Classification (business size status)
- H. A statement specifying the extent of agreement in working with subcontractors that will meet all terms, conditions, and provisions within the established BPA
- I. A statement that the proposal expires no sooner than 180 days after submission
- J. Acknowledgement of receipt of all RFP amendments (if any are issued)

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SECTION I – DESCRIPTION/SPECIFICATIONS

1.1 Background

The National Endowment for the Arts (NEA) was established by Congress in 1965 as an independent agency of the federal government. To date, the NEA has awarded more than \$5 billion to support artistic excellence, creativity, and innovation for the benefit of individuals and communities. The NEA extends its work through partnerships with state arts agencies, regional arts organizations, local leaders, other federal agencies, and the philanthropic sector.

The NEA’s Office of Research & Analysis (ORA) oversees three segments of activity that will require long-term contractual support. They are: the agency’s five-year research agenda, a NEA Learning Agenda, and the work of the NEA’s Data Governance Board. Each segment is informed by the NEA’s [Strategic Plan for 2022-2026](#) and [Equity Action Plan](#).

The NEA’s five-year [Research Agenda](#) sets forth a plan for the systematic investigation of the arts through social scientific and behavioral research methods. Priority research topics and questions are:

- 1) What are measurable impacts of the arts on the following outcome areas: health and wellness for individuals; cognition and learning; and U.S. economic growth and innovation? Under what conditions do such impacts occur, through what mechanisms, and for which populations and/or sectors?
- 2) In what ways do the arts contribute to the healing and revitalization of communities? What factors mediate these contributions, and for the benefit of which populations? What are common elements of such programs or practices, and what are appropriate measures of success?
- 3) What is the state of diversity, equity, inclusion, and accessibility in the arts? What progress has been made in achieving these outcomes for arts administration, employment, learning, and participation? What are some promising practices and/or replicable strategies in these domains, and what are appropriate markers of success?
- 4) How is the U.S. arts ecosystem (e.g., arts organizations and venues, artists and arts workers, and participants and learners) adapting and responding to social, economic, and technological changes and challenges to the sector, including trends accelerated by the COVID-19 pandemic? What are promising practices and/or replicable strategies for responding to such forces, for different segments of the arts ecosystem?

Unlike the NEA’s Research Agenda, the agency’s Learning Agenda is internal-facing. The Learning Agenda addresses priority questions relevant to the programs, policies, and regulations of the agency.¹ Examples of projects related to the NEA’s Learning Agenda are:

- A formative evaluation of an NEA-funded pilot initiative to support arts organizations that have demonstrated a commitment to equity. Using a developmental evaluation approach, this contract will place an evaluator on the project team to facilitate real-time feedback and learning, and will

¹ <https://www.evaluation.gov/evidence-plans/learning-agenda/>

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include case studies, resources, and tools capturing and facilitating best practices for arts and cultural organizations to engage more effectively with underserved communities. (In Progress)

- A mixed-methods study of Historically Black Colleges and Universities (HBCUs) that will map HBCUs’ cultural assets, analyze regional workforce needs, and detail how HBCUs are partnering with state arts agencies (SAAs). The study will include a regional arts and cultural workforce analysis, a survey, and case studies to understand the extent to which HBCUs serve as arts and cultural anchors within their communities. (First Day Task Order)
- A project to provide analytical and visualization support to ORA for reporting agency performance data. This includes processing and cleaning a dataset of grants and administrative data and the update of an interactive map (using ArcGIS) and fact sheets. The map provides high-level summary data on agency grant awards and includes Census Bureau data on poverty, urbanicity, and additional information on underserved communities. (In Progress)
- A mixed-methods study to investigate the central role local arts agencies (LAAs) play in local arts ecosystems and local civic infrastructure, and will gather details on LAA characteristics. The first phase of the will include a portfolio review, LAA typology analysis, listening sessions with LAAs, a literature scan, and GIS mapping. The second phase will develop research questions and a mixed methods study plan through a collaborative approach with internal staff and external partners. Data collection instruments to be implemented/administered in a separate contract. (First Day Task Order)

Additionally, the NEA’s Data Governance Board (DGB), formed after the signing of the [Evidence Act](#) into law, is responsible for improving the quality and availability of the data collected by the NEA. Primary roles of the DGB include, but are not limited to, creating and updating of the agency’s data inventory, providing data literacy training to the agency at large, and evaluating agency data appropriate for sharing with the public. In the immediate future, the DGB will 1) creating a NEA Open Data Plan in accordance with Office of Management and Budget guidance; 2) continue providing data literacy training based on the feedback from attendees of previous sessions; and 3) prepare datasets for public posting to the agency’s [Open Data](#) webpage.

The NEA intends to establish a number of Blanket Purchase Agreements (BPAs) with contractors for research, data science, evaluation, and communication services to support its Research and Learning Agendas and Data Governance Board. The BPAs will allow the NEA to access contractors with knowledge of arts and cultural research, and/or with expertise in a variety of research, planning, analytical, and evaluation methods. The agency intends to use the established BPAs to strategically source services in the areas specified in Section 1.3.1 by leveraging its buying power through volume purchasing, streamlining ordering procedures, and reducing procurement lead time. For services needed on a recurring basis, this action will result in a more efficient purchasing mechanism. The agency shall use the BPAs on an “as-needed” basis when such services are required. Many, if not most, of the services will align directly with the ORA’s learning agenda, five-year research agenda, and/or work of the agency’s Data Governance Board.

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1.2 BPA Period of Performance (POP)

The POP of the Blanket Purchase Agreement (BPA) will be a five (5) year ordering period and shall remain in effect until the expiration or until BPA dollar limit(s) is (are) reached or termination of the BPA whichever comes first. Each task order shall have its own period of performance as stated in that order. The Ordering Periods for the BPA is identified below:

BPA 5 Year Ordering Period (anticipated)	
Base Ordering Period	Begin at date of award – 12-months
Ordering Period 1	12-months
Ordering Period 2	12-months
Ordering Period 3	12-months
Ordering Period 4	12-months

1.3 Scope (Areas of Service)

This RFP seeks proposals for a variety of services for the NEA’s ORA in the following Areas of Service:

- Qualitative Research Methods
- Literature Reviews and Scans
- Quantitative Data Collection, Survey Methodology, and Research Design
- Quantitative Analysis
- Data Science and Analytics
- Data Oversight Support
- Program Evaluation
- Strategic Planning and Performance Measurement
- Technical Assistance for NEA Research Stakeholders
- Convening and Facilitation
- Communications and Storytelling
- Data-Driven Design
- Preparing IRB and Paperwork Reduction Act (PRA) Submissions

Offerors shall specify one or more Areas of Service in which they have demonstrated expertise. When responding to the solicitation, contractors should have demonstrated expertise for at least 75% of tasks listed under each Area of Service for which they chose to apply. Offerors should specify which tasks within an Area of Service, if any, are not within their current capability. Further details on these Areas of Service may be found under Section 1.3.1.

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The agency may add services within the scope of the BPAs at a later time contingent on the contractor's ability to provide such services.

All guidance provided in the BPA is applicable to each order issued against the BPA.

1.3.1 Research, Analysis, Evaluation, and Communication Services

Research into the value and impact of the arts is a core function of the NEA. Through ORA, the NEA brings social scientific methods and behavioral research to bear on these investigations, in a bid to strengthen public knowledge about the arts' benefits for individuals and communities. ORA-generated content is distributed via the NEA website, email lists, and social media, through reports, briefs, interactive data visualizations and statistical tables, and through monthly blog posts and a quarterly e-newsletter.

In addition to conducting research and analysis, the NEA's ORA works closely with other NEA offices on performance measurement and program evaluation. Performance measurement activities include establishing performance indicators, collecting and/or analyzing performance data, and reporting results in the Agency's annual performance report to Congress. For agency staff, the ORA also runs analyses of NEA grants data upon request and in periodic reports to senior management. The ORA also provides evaluation support and technical assistance to agency staff and partners.

ORA is committed to the agency's cross-cutting strategic objective: "The NEA will model diversity, equity, inclusion, and accessibility in the arts through all its activities and operations." Across all research, analysis, evaluation, planning and facilitation projects, ORA will prioritize diverse compositions of research teams and will intentionally solicit community feedback (through formal and informal structures) to refine methods and products in culturally-responsive ways.

See attachments for a document containing a hyperlinked list of previous RFPs requiring research and analysis services. Additionally, please see the Office of Research & Analysis webpage on the NEA website for recent ORA publications and other products.

The Offeror shall conduct the following tasks for each Areas of Service to which the contractor chooses to apply:

- Qualitative Research Methods
 - Conduct qualitative data collection including case studies, interviews, focus groups, observations, etc.

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- Apply community-engaged research methods² and prioritize research goals, design, and process with partnering communities' values in mind. The contractor shall draw on expertise of diverse research teams and community feedback (through formal and informal structures) to refine methods and products in cultural-responsive ways. The contractor shall address potential cultural-sensitivity or participant cultural values that affect recruitment, participation, retention, and distrust in the research process.
- Conduct qualitative data analysis using established methods, including, but not limited to, content analysis, narrative analysis, and grounded theory.
- Develop analytical plans for qualitative data and conduct verification of qualitative analysis to establish reliability and validity of findings.
- Literature Reviews and Scans
 - Conduct literature reviews on assigned arts and culture topics, reviews can include research papers, conference proceedings, reports, and other relevant publications including grey material.
 - Conduct systematic literature or evidence reviews, which shall include developing an evidence review plan, searching, and summarizing eligible studies and their methodologies, within the review's scope.
 - Conduct meta-analyses, including developing a meta-analysis scope plan, searching, screening, coding, and assessing the methodological quality of each eligible study, analyzing the results of eligible studies, and synthesizing the quantitative results across studies.
 - Conduct web searches on assigned arts and culture topics.
 - Conduct field scans and landscape analyses using a variety of methods ranging from reviews of online sources to structured mixed method scans/analyses involving interviews, focus groups, web scans, quantitative data collection, etc.
 - Conduct and/or provide guidance on cataloging and citation searches, as well as other bibliometric analyses.
 - Obtain and provide journal articles and resources to agency staff upon request.
- Quantitative Data Collection, Survey Methodology, and Research Design
 - Develop complex and varied research designs, including experimental, quasi-experimental, and correlational designs.
 - Design, implement, and manage methods for capturing and converting arts and cultural data for reporting and analysis, including work with large-scale arts datasets and modules (e.g., SPPA, GSS).
 - Design, test, and administer survey instruments, study intake forms, and other data extraction forms and instructions, including follow-up by email and telephone to increase

² Community engaged research is a term used broadly to describe a range of methods to receive input, participation, and reflections from studied populations and can include activities such as participatory action research, partner engagement, and community consultation.

Community Engagement Methods, Urban Institute: <https://www.urban.org/research/data-methods/community-engagement-methods-urban>

Guide for Researchers, UCSF: https://accelerate.ucsf.edu/files/CE/guide_for_researchers.pdf

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- response rates. For instruments where validity or reliability are not yet well established, create pilot test instruments, conduct cognitive testing, interviews and/or focus groups. The Contractor shall draw on expertise of diverse research teams and community feedback (through formal and informal structures) to refine instruments in culturally-responsive ways. The contractor shall address potential cultural-sensitivity or participant cultural values that affect recruitment, participation, retention, and distrust in the research process.
- Identify sample designs and stratification plans for data collection methods. Sample designs should take into consideration and address culturally relevant information that may affect recruitment, participation, retention, and distrust in the research process.
 - Develop and review survey weights and variances to collected data; provide recommendations and complete applicable documentation. Survey weighting shall account for all industry standard information, including, but not limited to, sample performance with factors, differential nonresponse across subpopulations that might introduce bias, and adjustments to known population totals.
 - Provide dataset processing and cleaning, and provide basic tabulations of the data; produce dataset in commonly used form (e.g., CSV). Ensure any necessary protections for privacy and confidentiality of participants and respondents. Where relevant, this shall include appropriate measures for developing user agreements for restricted and/or public use data files and material, as well as for developing disclosure avoidance policies.
- **Quantitative Analysis**
 - Analyze arts and cultural data by conducting quantitative analysis including descriptive and inferential statistical analysis. Data sources include large, nationally and/or subnationally representative federal datasets and publicly available datasets. For examples of publicly accessible data sources that include arts-related variables, see [this list](#) as well as U.S. Census Bureau survey and program data. Data sources may also include, but are not limited to, social media data, administrative records, web scrapes, surveys, etc.
 - Employ advanced statistical methods, including, but not limited to, confirmatory factor analysis, hierarchical linear modeling, missing data imputation, network analysis, and structural equation modeling.
 - Develop statistical plans and perform statistical audits.
 - **Data Science and Analytics**
 - Process, clean, and combine data from multiple datasets with varied structures (e.g., long data and wide data formats).
 - Conduct advanced analytic and programming techniques (e.g., SQL, R, Python) to collect, analyze, and interpret large and/or complex datasets (e.g., network analysis).
 - Employ AI and machine learning methods, particularly for qualitative data analysis.
 - Conduct geospatial mapping and analysis, this includes use of GIS software (expertise in ArcGIS preferred).
 - **Data Oversight Support**
 - Provide technical support for agency data governance, including the development and implementation of data policies and procedures, data models, data maturity assessments,

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data flow analyses, data user maps and pathways, data standards, data documentation, including inventories, user guides, and dictionaries, and data roles and responsibilities.

- Program Evaluation
 - Plan and implement a variety of evaluation studies of agency plans, programs, and initiatives, including needs assessments, evaluability assessments, developmental/formative evaluations, implementation evaluations, outcome and impact evaluations, and cost-benefit analyses.
 - Determine evaluation questions in consultation with program staff and/or external partners and identify and utilize quantitative, qualitative, or mixed methods designs to answer questions.
 - Develop conceptual frameworks such as logic models and theories of change with community engagement and feedback.
 - Employ culturally responsive evaluation³ techniques in planning, consultation, design, implementation and communication.
- Strategic Planning and Performance Measurement
 - Plan and facilitate strategic and performance planning processes with agency staff, partners, affiliate groups, cooperators, and grantees.
 - Develop conceptual frameworks to support strategic planning and performance measurement projects with feedback from communities and partners.
 - Develop and support performance measurement projects through identifying the underlying data sources and related variables of interest; the units of measurement; the lowest geographic level for which such data can be reported; the periodicity of data collection and reporting; and contextual factors that will guide interpretation of the metric.
 - Develop and update performance indicators, including analyzing the underlying data, conducting third-party verification of analyses, and reporting the indicators to the general public.
 - Conduct forms review, alignment, and development.
 - Provide management consulting to the NEA and its partners, such as organizational planning, business process reengineering, change management, cost reduction, production scheduling, and control planning.
- Technical Assistance for NEA Research Stakeholders

³ “Culturally responsive evaluation is a holistic framework for centering evaluation in culture (Frierson, Hood, Hughes, and Thomas, 2010). It rejects culture-free evaluation and recognizes that culturally defined values and beliefs lie at the heart of any evaluative effort.” Handbook of Practical Program Evaluation, Chapter 12:

https://www.researchgate.net/profile/Rodney-Hopson/publication/305358037_Culturally_Responsive_Evaluation/links/5f09e2ff299bf1881612a2a4/Culturally-Responsive-Evaluation.pdf

https://www.researchgate.net/profile/Rodney-Hopson/publication/305358037_Culturally_Responsive_Evaluation/links/5f09e2ff299bf1881612a2a4/Culturally-Responsive-Evaluation.pdf

A list of resources and citations related to culturally responsive evaluation can be found here:

<https://crea.education.illinois.edu/media/publications>

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- Provide agency staff, grantees, and agency partners with support and training and professional development opportunities for a variety of tasks, including planning, design, data literacy, methods and tools, data collection and analysis, reporting, etc. Examples of support and training activities could include: developing communications tools for training and informational purposes; hosting group discussions, webinars, and trainings; preparing training resources; conducting one on one coaching with training recipients; and providing review and feedback on tasks.
- Establish help desk services and provide ad hoc support by email, phone, and videocall for research and data-related requests.
- Conduct needs assessments to gauge research topic and training needs, focused on areas such as research-practitioner partnerships, federal grant award management, knowledge-sharing within and across sectors; facilitating technical working groups, accessibility and 508 compliance; academic presentations and publishing; and media relations, public engagement, and social media.
- **Convening and Facilitation**
 - Conduct meeting planning and facilitation for in person and virtual events, conferences, internal and external meetings. This includes scheduling meeting spaces, providing and/or arranging for catering, providing audio-visual support, including A/V presentation and video-recording, facilitating meetings/sessions, recruiting speakers and presenters, and generating transcripts, meeting minutes, and notes. Types of events include convenings and training sessions.
 - Develop event agendas, including dates and times, and session topics.
 - Facilitate technical working groups, including member recruitment and management (including conflict of interest vetting), working group guidelines development, meeting facilitation, audio-visual support, and minute-taking.
 - Provide travel support which can include obtaining proper approvals, creation of authorizations and vouchers.
- **Data-Driven Design**
 - Design and display data and information using charts, tables, graphs, maps, icons, and other techniques for static and interactive visualizations. For interactive visualizations, use software and/or code (e.g. Tableau, d3/Java Script, Python, ArcGIS) to create products (expertise in Tableau preferred).
 - Apply UX/UI design and graphic design principles to interactive and static data visualization deliverables, accessible to a variety of audiences. This can include the use of design thinking, workshop facilitation, and whiteboarding activities to understand user needs.
 - Ensure all data visualization products are accessible and 508 compliant.
- **Storytelling and Communications**
 - Develop, write, and copy-edit reports for variety of audiences, through multiple methods, including executive summary reports, detailed reports, presentations, and other written and visual formats. Reports must be concise and accessible to a wide readership.

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- Develop communications tools, including one-pagers, infographics, and social media content, for data storytelling that are compelling and accessible to a wide range of community partners and the public.
- Develop and execute engagement and communication plans, such as creating and implementing a networking and knowledge-sharing plan; developing, hosting, and regularly updating website or dashboards; disseminating products.
- Ensure all communications products are accessible and 508 compliant.
- Preparing IRB and Paperwork Reduction Act (PRA) Submissions
 - Coordinate Institutional Review Board (IRB) approval for the piloting, field testing, and full-scale data collection as needed.
 - Prepare all relevant Office of Management & Budget (OMB) forms and justification for forms clearance packages that include all data collection instruments.

In addition to completing activities in one or more of the Areas of Service listed above, the contractor shall complete the following administrative and project management tasks:

- Provide management, direction, administration, quality assurance, and leadership of the execution of all BPA orders.
- Develop and maintain a project work plan and timeline, and monitor performance against the project plan and timeline for all BPA orders.
 - Describe the methods and processes to be used for the management of tasks identified in the contract. The contractor's management methods and processes should enable clear communication between the contractor's point of contact and the Government Contracting Officer (CO) and Contracting Officer Representative (COR) regarding call order tasks.
 - The Contractor shall provide for up to three (3) rounds of NEA feedback on each deliverable, which the Contractor shall incorporate before submitting the final versions of each. The Contractor shall account for the rounds of feedback when preparing a detailed timeline.
 - Establish an information repository where program/project documentation shall be stored and regularly updated.
- Create and maintain a robust and comprehensive staffing plan that identifies which personnel are assigned to what tasks, when they are scheduled to work on the tasks, and what the percentage of their effort will be on the task(s). This also includes a description of robust personnel administration practices necessary to attract, train and retain a highly qualified workforce.
- Establish a quality control plan (QCP) within its organization that ensures compliance with applicable Federal mandates, BPA performance standards, and industry best practices. The vendor shall consider as part of its QCP, a number of standard approaches toward quality, such as the International Standards Organization (ISO).
- Establish and maintain a communications plan to keep the CO, COR and other Government staff informed of progress and any issues that need to be addressed.
- Establish team operating procedures and protocols.

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- Schedule meetings (including verifying attendee availability, sending meeting invites, scheduling conference rooms as necessary, etc.), provide logistical set up for meeting areas (set-up laptop, projectors, etc.), prepare meeting materials (agendas, copies of presentations, etc.), and document meeting minutes (follow-on action items, decisions, etc.).
 - This includes a Kick-Off Meeting for each project awarded under this BPA. The meeting will provide an introduction between the Contractor personnel and Government personnel who will be involved with the management of the BPA order. The meeting will provide the opportunity to discuss technical, management, subcontractor, and security issues, travel authorizations, and reporting procedures. At a minimum, the attendees shall include vital Contractor personnel, relevant Government personnel, Contracting Officer’s Representative (COR), The Contractor shall prepare a Kick-off Agenda for the meeting that includes at a minimum the following information:
 - Roles and responsibilities
 - Government-furnished information
 - Monthly meeting dates
 - POCs
 - Performance metrics
 - Security requirements
 - Task order transitioning process and timeframes
 - Prioritization of Contractor activities
 - Within one week of the kick-off meeting, the Contractor shall prepare and submit a memorandum summarizing the discussion and any decisions reached.
 - Throughout the course of the project, Contractor will attend meetings as required, in person or by teleconference, and submit meeting minutes to the Contracting Officer’s Representative (COR).
- Perform general administrative tasks, to include: phone coverage; support on and off boarding of personnel; maintain contact list; and logistics; develop and review of documents, training materials, standard processes and procedures.
- Develop technical solutions.
- Processes controlled correspondence, performing quality review, tracking, and distribution.
- Provide support to include data entry, taking and distributing notes, and tracking action items from related meetings.

The objectives set out above will have the following performance standards and expectations for each task order issued under this BPA.

Performance Standards	Quality Expectations
Completeness	All submissions will be 100% complete and compliant with all applicable regulations, NEA Orders, and order requirements.
Accuracy	All information submitted will be 100% accurate.

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Effectiveness	All deliverables must contribute to the overall success of the NEA’s objectives outlined in the BPA task order
Timeliness	All deliverables will be on time and within schedule.
Cost	All tasks will be performed within the funding limit provided in each BPA task order.

1.4 Specific Requirements

Specific requirements for each task order will depend on the services requested in that order and will be detailed in the statement of work included with each order.

1.5 Key Personnel

To be determined.

Established BPAs are contingent on specific key personnel. Any changes in key personnel must be approved by the agency. The Contractor shall notify the Contracting Officer and Contracting Officer’s Representative (COR) as soon as it is aware of a possible upcoming change in personnel. The Contractor is also responsible for providing the agency with potential replacement options (resume, qualifications, etc.).

1.6 Points of Contact

To be determined.

1.7 Information Technology / Software Requirements

Each report deliverable resulting from this BPA will include a Microsoft Word version of the report. Consistent with other NEA publications, reports should follow The Chicago Manual of Style and the NEA style guide, which will be provided to the contractor at the time of each task order as necessary. Electronic versions of all tables, charts, graphs, and data visualizations should be submitted in the program that was used to create them (e.g., Excel, Photoshop, and Tableau). The Contractor must also submit all raw data files and logs of data management and analysis codes in raw / .txt formats, specifying the statistical program for which codes were written. The Contractor shall work with the agency to determine an appropriate and compatible file format to use. The Contractor shall be responsible for ensuring compatibility of all submissions.

Special requirements apply to all electronic products prepared by Contractors intended for presentation on the NEA website (arts.gov). The products should be supported by all desktop and portable computers as well as all mobile devices, including tablets and mobile phones. The products should be supported by ALL mobile operating systems, such as such as iOS and Android. The products should be responsive, and should adapt to various screen sizes to produce the optimum user experience on desktops, tablets, and mobile phones. The products should be optimized to integrate seamlessly with the NEA’s Drupal 9-based website, taking advantage of Drupal’s strengths and considering its constraints. The products should conform to any NEA website design specifications, including conforming to column widths

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within the design as necessary. Specific technical guidance will be provided by the NEA’s web support Contractor at the appropriate stage in the development process, if needed. The products should conform to the specified style and User Experience (UX) guidelines. The NEA will provide a design style guide and guidance on UX preferences at the appropriate stage in the development process.

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1.7.1 Section 508

Unless the Government invokes an exemption, all EIT products and services proposed shall fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, 29 U.S.C. 794d, and the Architectural and Transportation Barriers Compliance Board’s Electronic and Information Technology Accessibility Standards at 36 CFR 1194. The Contractor shall identify all EIT products and services proposed, identify the technical standards applicable to all products and services proposed and state the degree of compliance with the applicable standards. Additionally, the Contractor must clearly indicate where the information pertaining to Section 508 compliance can be found (e.g., Vendor’s or other exact web page location). The Contractor must ensure that the list is easily accessible by typical users beginning at time of award.

1.7.1.1 To ensure that everyone with disabilities has access to and use of information and data, comparable to that of the employees and members of the public without disabilities, all deliverables must meet the standards regulated by Section 508 of the Rehabilitation Act of 1973, available at: <http://www.section508.gov>.

1.7.1.2 All electronic and information technology (EIT) procured through this effort must meet the applicable accessibility standards of 36 CFR 1194. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973. Furthermore, all deliverables:

- 1.7.1.2.1** Shall be submitted in Portable Document Format (PDF)
- 1.7.1.2.2** Shall be error-free when checked on these accessibility factors:
- 1.7.1.2.3** Alternative descriptions provided
- 1.7.1.2.4** Text language is specified
- 1.7.1.2.5** Reliable character encoding is provided
- 1.7.1.2.6** All content is contained in the document structure
- 1.7.1.2.7** All form fields have descriptions
- 1.7.1.2.8** Tab order is consistent with structure order
- 1.7.1.2.9** List and table structure are correct

1.8 Travel

All travel costs associated with specific task orders will be governed in accordance with the Federal Travel Regulation and FAR 31.205.46. The Contractor shall notify the Contracting Officer in the proposal (the proposal submitted in response to the RFP issued for each upcoming task order) of any requirement for travel and per diem expenses for the upcoming task order (prior to traveling). The proposal shall include a complete breakdown of the known and anticipated travel costs.

Task orders shall include a “not to exceed” limit on travel costs based on the Contractor’s proposal; the Contractor shall be reimbursed up to this amount contingent on supporting documentation (receipts, etc.) submitted with invoices verifying the costs were incurred.

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Any costs incurred for travel, including costs of lodging, other subsistence, and incidental expenses, shall be considered reasonable and allowable in accordance with the Cost Principles contained in 2 CFR 200.474, and only to the extent such costs do not exceed:

- Charges normally allowed by the Contractor in its regular operations as a result of an institutional policy; or
- In the absence of an institutional policy regarding travel costs, the rates, amounts, limits, and principles as are provided for by government-wide regulation of such costs established in the Federal Travel Regulation.

If the thresholds listed above translate to varying amounts, the lowest shall apply.

SECTION II – BPA TERMS AND CONDITIONS

1. The Government intends to award one (1) Blanket Purchase Agreement (BPA) and Two (2) Day One Orders (Historically Black Colleges and Universities (HBCU) Study and (Local Arts Agency (LAA) Study under this combined synopsis/solicitation for commercial services solicitation using the acquisition procedures in Federal Acquisition Regulation (FAR) Part 12.
2. **Applicable NAICS Code and PSC Code:**
NAICS Code: 541611 Administrative Management and General Management Consulting Services or 541690 Other Scientific and Technical Consulting Services
PSC R499 Professional Services-Management Advisory Services
3. **Notice of Set-Aside.** This is a notice that this BPA is a total small business set-aside. Only proposals submitted by small businesses under the NAICS Codes listed above will be accepted by the Government. Any quote that is submitted by a contractor that is not a small business will not be considered for award.
4. **Extent of Obligation**
The NEA is obligated only to the extent of actual BPA orders placed against the BPA authorized by a Contracting Officer. The agency shall not be obligated until (and the Contractor shall not incur any cost until) and unless any such orders are issued.
5. **Proposed BPA Order Types**
The BPA will allow for Firm-Fixed Price (FFP), and Labor Hour (LH) Orders if justified. The agency shall develop the statement of work for each task order; all orders shall specify a cost breakdown/pricing data for the performance of the tasks included in the statement of work.
6. **Estimated Value of BPA**
The Government estimates, but does not guarantee, the volume of purchases to be potentially ordered under the BPA. The Government is obligated only to the extent of the Orders issued and there is no guaranteed minimum order quantity or dollar amount.
Approximate Purchase Limits:
Individual Order Limit: \$750,000.00
Master BPA Limit: \$5,000,000.00 estimated over the five (5) year period of performance.

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7. Individuals Authorized to Place Orders

The following individuals are authorized to place orders against this BPA.

To be determined.

Only the above individuals are authorized to place orders against this BPA. The Contractor shall not honor orders placed by any individual not listed above.

The Contractor, its employees, and subcontractors/consultants are not authorized to accept any requests for work, or honor any changes or revisions which may incur cost or affect prices unless authorized by the Contracting Officer. The contractor may not accept any interpretations (of this BPA / task orders) provided by anyone other than the Contracting Officer.

The Contracting Officer(s) listed herein are the only individuals authorized to interpret contract terms and conditions as well as make and approve any changes to the requirements or terms and conditions contained in the BPA and individual task orders. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made to cover any increase in cost incurred as a result thereof.

8. Points of Contact.

Contracting Officer:

Latonca Harris

Email: HARRISL@ARTS.GOV

Phone: (202) 682-5476

BPA holders may take guidance from any NEA Contracting Officer. This applies to all situations where a Contracting Officer's review, approval, interpretation, or input of any kind is required. Written communications shall reference the BPA number and shall be e-mailed to the Contracting Officer/Contracting Officer's Representative as necessary. Project-related questions may be directed to the Contracting Officer's Representative while BPA/cost-related questions must be directed to the Contracting Officer. Questions regarding any changes to the BPA whatsoever must be directed to the Contracting Officer. Any changes to the BPA may only be reviewed and approved by the Contracting Officer.

9. Ordering Procedures

The procedures below generally reflect the guidance at FAR 8.405-3(c) Ordering from BPAs. The following details the general sequence of events that will occur for each task order placed under this BPA:

1. Requirement is made known; the agency will develop an RFP for this work.
2. Funding is secured (some, or all funding, may be subject to availability of funds);
3. The agency will review the BPA SOW to ensure the upcoming RFP fits within the scope of the BPA;
4. Contracting Officer conducts competition amongst BPA holders to ensure fair opportunity;
 - a. ORA provides RFP to selected BPA holders which possess the competencies in the Areas of Service required for the task order;

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5. BPA holders submit proposals to Contracting Officer;
6. Contracting Officer Representative and designated staff evaluate proposals;
7. Contracting Officer communicates with BPA holders as needed to discuss and finalize all work details;
8. Agency selects awardee;
9. Contracting Officer authorizes Contractor to begin work;
 - a. This step may be accomplished in one of two ways:
 - 1) Via the issuance of a BPA task order by the Contracting Officer, which will incorporate the work requested and funding required (pending availability);
 - 2) Via the possible issuance of a “notice to proceed” instrument by the Contracting Officer;
10. Contractor begins work with NEA’s ORA (or other designated parties as instructed);
11. Contractor submits invoice(s) through-out period of performance;
12. Agency works with Contractor and oversees performance as needed;
13. Performance and payment for services are both complete.

10. Location of the Work to be Performed

It is anticipated that all work is performed at the contractor’s location/facility. Telework agreements are at the discretion of the Contractor. All work shall be performed within the Continental United States (CONUS)

1. BPA Pricing

Services shall be priced at the time of award and shall be applicable to the order’s anticipated period of performance. The established price list incorporated in the BPA may require an increase or decrease in an economic price adjustment based on the services, specific requirements, and the statement of work included with each task order requested. The federal government acknowledges price adjustments to the wage labor rates, changes in the market conditions based on inflation and cost-of-living adjustments, national data, and costs for research professionals that may support a percentage increase to the labor hourly rates upon agreement by the federal government.

2. Funding Obligations. This BPA does not obligate any funds. The Government is obligated only to the extent of authorized Task Orders issued under this BPA.

3. BPA Order Administration. Orders and their administration will be accomplished by the Contracting Officer (CO).

4. Annual Review of the BPA. In accordance with FAR 8.405-3(e), this BPA will be reviewed annually to ensure that the schedule contract, upon which the BPA was established, is still in effect; the BPA still represents the best value; and whether or not additional price reductions can be obtained.

5. BPA Order Termination. Notwithstanding any other provision relating to this BPA and BPA Orders issued, the Ordering Office may terminate any BPA Order under this BPA at any time in accordance with the termination provisions contained in FAR 8.406-4 Termination for Cause or

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FAR 8.406-5 Termination for Convenience and applicable law.

6. **Advertisements, Publicizing Awards and News Releases.** All press releases or announcements about agency programs, projects, and contract awards shall be provided to the NEA for review and concurrence. Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of the BPA in any publicity news release or commercial advertising without first providing the language to NEA for review and concurrence. The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.
7. **Additional Terms and Conditions.** The BPA Order Contracting Officer may include additional contract clauses in BPA Orders, other than those enumerated in this section, such as additional “required when applicable” FAR clauses, activity, NEA clauses, unmentioned FAR alternate clauses, and BPA Order specifically tailored clauses.

SECTION III – CLAUSES /SPECIAL REQUIREMENTS

Data Handling

1. Private Use of BPA Information and Data

In accordance with the Federal Acquisition Regulation (FAR) 52.227-14(b) **Rights in Data-General**, the Contractor shall guarantee strict confidentiality of the information and data that is provided by the Government during the performance of the BPA. The Government has determined that some of the information and data that the Contractor will be provided during the performance of the BPA is of a sensitive nature and cannot be disclosed in any manner.

2. Data Ownership / Permission / Etc.

The agency will retain ownership of and unlimited rights to all products (data, files, videos, scripts, etc.) created during the performance of this contract.

The Contractor shall ensure that it abides by all applicable copyright laws and, if required, shall obtain the necessary permission/licensing for any and all works utilized in the performance of this contract that are owned by third parties, by working with the NEA’s Office of General Counsel to ensure all required permissions and licensing are obtained in writing, in proper form, and prior to delivery of final products to the NEA.

The Contractor shall ensure that all data collection activities associated with this contract are in compliance with applicable Federal regulations, including the Paperwork Reduction Act.

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3 Additional Clauses

Prohibition against Soliciting and Performing Personal Services

- A. The performance of personal services under this BPA is strictly prohibited.
- B. Personal service contracting is described in Section 37.104 of the Federal Acquisition Regulation (FAR). There are a number of factors, when taken individually or collectively, which may constitute personal services. Each BPA arrangement must be judged in light of its own facts and circumstances, but the question relevant to personal services is: Will the Government exercise relatively continuous supervision and control over the Contractor personnel performing this BPA?
- C. The government and the Contractor understand and agree that the support services to be delivered under this BPA are non-personal services in nature; that is, no employer-employee relationships exist or will exist under the BPA between the government and the Contractor or between the Government and the Contractor's employees.
- D. Contractor personnel under this BPA shall not:
 1. Be placed in a position where they are appointed or employed by a Federal employee, or are under the supervision, direction, or evaluation of a Federal employee.
 2. Be placed in a Federal staff or policy making position.
 3. Be placed in a position of supervision, direction, or evaluation over NEA personnel, or personnel of other Contractors, or become a part of a government organization.
- E. Employee Relationship
 1. The services to be performed under this BPA do not require the Contractor or its employees to exercise personal judgment and discretion on behalf of the government.
 2. Rules, regulations, direction, and requirements which are issued by NEA management under their responsibility for good order, administration, and security are applicable to all personnel who enter a Government installation. This is not to be construed or interpreted to establish any degree of Government control which is inconsistent with a non-personal services BPA.
 3. The Contractor shall immediately advise the Contracting Officer if the Contractor or its employees are directed by any Government employee to perform work that the Contractor believes constitutes personal services.

9.505-4 Obtaining Access to Proprietary Information

(a) When a Contractor requires proprietary information from others to perform a Government contract and can use the leverage of the contract to obtain it, the Contractor may gain an unfair competitive advantage unless restrictions are imposed. These restrictions protect the information and encourage companies to provide it when necessary for contract performance. They are not intended to protect information-

(1) Furnished voluntarily without limitations on its use; or

(2) Available to the Government or Contractor from other sources without restriction.

(b) A Contractor that gains access to proprietary information of other companies in performing advisory and assistance services for the Government must agree with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from

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using the information for any purpose other than that for which it was furnished. The contracting officer shall obtain copies of these agreements and ensure that they are properly executed.

(c) Contractors also obtain proprietary and source selection information by acquiring the services of marketing consultants which, if used in connection with an acquisition, may give the Contractor an unfair competitive advantage. Contractors should make inquiries of marketing consultants to ensure that the marketing consultant has provided no unfair competitive advantage

52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of clause)

Clauses Incorporated by Reference

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov

(End of clause)

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Clause Number	Clause Title
FAR 52.204-21	Basic Safeguarding of Covered Contractor Information Systems (NOV 2021)
FAR 52.209-2	Prohibition on Contracting With Inverted Domestic Corporations-Representation. (NOV 2015)
FAR 52.212-4	Contract Terms and Conditions—Commercial Products and Commercial Services (Dec 2022)
FAR 52.212-4	Contract Terms and Conditions - Commercial Products and Commercial Services. – Alternate I (NOV 2021)
FAR 52.227-1	Authorization and Consent (JUN 2020)
FAR 52.227-14	Rights in Data – General (MAY 2014)
FAR 52.227-16	Additional Data Requirements (JUNE 1987)
FAR 52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
FAR 52.237-3	Continuity of Services. (JAN 1991)
FAR 52.246-4	Inspection of Services -- Fixed-Price (AUG 1996)

FAR Clauses by Full Text

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (Dec 2022)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

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[Contracting Officer check as appropriate.]

X (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) ([41 U.S.C. 4704](#) and [10 U.S.C. 4655](#)).

X (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ([41 U.S.C. 3509](#)).

 (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

 (5) [Reserved].

X (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

 (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ([31 U.S.C. 6101 note](#)).

X (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).

 (10) [Reserved].

 (11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) ([15 U.S.C. 657a](#)).

 (12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

 (13) [Reserved]

X (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

 (ii) *Alternate I* (Mar 2020) of [52.219-6](#).

 (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

 (ii) *Alternate I* (Mar 2020) of [52.219-7](#).

X (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2022) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

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- (i) [52.219-9](#), Small Business Subcontracting Plan (Oct 2022) ([15 U.S.C. 637\(d\)\(4\)](#)).
- __ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- __ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- __ (iv) Alternate III (Jun 2020) of [52.219-9](#).
- __ (v) Alternate IV (Sep 2021) of [52.219-9](#).
- X (18) (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- __ (ii) Alternate I (Mar 2020) of [52.219-13](#).
- X (19) [52.219-14](#), Limitations on Subcontracting (Oct 2022) ([15 U.S.C. 637s](#)).
- __ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Sep 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- __ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) ([15 U.S.C. 657f](#)).
- X (22) (i) [52.219-28](#), Post Award Small Business Program Representation (Oct 2022) ([15 U.S.C. 632\(a\)\(2\)](#)).
- __ (ii) Alternate I (Mar 2020) of [52.219-28](#).
- __ (23) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) ([15 U.S.C. 637\(m\)](#)).
- __ (24) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) ([15 U.S.C. 637\(m\)](#)).
- __ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- __ (26) [52.219-33](#), Nonmanufacturer Rule (Sep 2021) ([15U.S.C. 637\(a\)\(17\)](#)).
- X (27) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).
- X (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Dec 2022) (E.O.13126).
- X (29) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- X (30) (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
- __ (ii) Alternate I (Feb 1999) of [52.222-26](#).
- X (31) (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- __ (ii) Alternate I (Jul 2014) of [52.222-35](#).

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X (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).

__ (ii) Alternate I (Jul 2014) of [52.222-36](#).

X (33) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

X (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (35) (i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).

__ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

X (36) [52.222-54](#), Employment Eligibility Verification (May 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)

__ (37)

(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

__ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

__ (40)

(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Oct 2015) of [52.223-13](#).

__ (41)

(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun2014) of [52.223-14](#).

__ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (May 2020) ([42 U.S.C. 8259b](#)).

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(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of [52.223-16](#).

X (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

__ (45) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).

__ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).

X (47) (i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).

__ (ii) Alternate I (Jan 2017) of [52.224-3](#).

__ (48)

(i) [52.225-1](#), Buy American-Supplies (Oct 2022) ([41 U.S.C. chapter 83](#)).

__ (ii) Alternate I (Oct 2022) of [52.225-1](#).

__ (49)

(i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (Dec 2022) ([19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I [Reserved].

__ (iii) Alternate II (Dec 2022) of [52.225-3](#).

__ (iv) Alternate III (Jan 2021) of [52.225-3](#).

__ (v) Alternate IV (Oct 2022) of [52.225-3](#).

__ (50) [52.225-5](#), Trade Agreements (Dec 2022) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

X (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

__ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

__ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).

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__ (55) [52.229-12](#), Tax on Certain Foreign Procurements (Feb 2021).

__ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).

__ (57) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).

X (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ([31 U.S.C. 3332](#)).

__ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

__ (60) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

X (61) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

__ (62) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

__ (63)

(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).

__ (ii) Alternate I (Apr 2003) of [52.247-64](#).

__ (iii) Alternate II (Nov 2021) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[*Contracting Officer check as appropriate.*]

X (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter67](#)).

X (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

X (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

X (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29U.S.C.206](#) and [41 U.S.C. chapter 67](#)).

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__ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

__ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

__ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart [4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing

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Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns (Oct 2022) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vi) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(vii) [52.222-26](#), Equal Opportunity (Sep 2015) (E.O.11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

(ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).

(x) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

(xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

(xiii)

(A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O 13627).

(B) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xvi) [52.222-54](#), Employment Eligibility Verification (May 2022) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

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(A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (Jan 2017) of [52.224-3](#).

(xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Alternate I (Feb 2000). As prescribed in [12.301\(b\)\(4\)\(i\)](#), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

Alternate II (Dec 2022). As prescribed in [12.301\(b\)\(4\)\(ii\)](#), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 ([5 U.S.C. App.](#)), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial products or commercial services, other than—

(i) *Paragraph (d) of this clause*. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1)*. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(A) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ([41 U.S.C. 3509](#)).

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- (B) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).
- (C) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).
- (D) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (E) [52.219-8](#), Utilization of Small Business Concerns (Oct 2022) ([15 U.S.C. 637\(d\)\(2\) and \(3\)](#)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (F) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- (G) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O. 11246).
- (H) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- (I) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).
- (J) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (K) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- (L) ___ (1) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ___ (2) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- (M) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (N) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (O) [52.222-54](#), Employment Eligibility Verification (May 2022) (Executive Order 12989).
- (P) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- (Q) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- (R) (1) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
- (2) Alternate I (Jan 2017) of [52.224-3](#).

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(S) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(T) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations. (Jun 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(U) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(End of clause)

FAR 52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days of agreement expiration.

(End of clause)

FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

Authorities and Delegations

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the

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Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

- (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- (2) Waive or agree to modification of the delivery schedule;
- (3) Make any final decision on any contract matter subject to the Disputes Clause;
- (4) Terminate, for any reason, the Contractor's right to proceed;
- (5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

(End of clause)

Price Verification Clause

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the BPA period of performance to the Contracting Officer. The contractor shall submit a price decrease if it grants more favorable pricing or discounts than those on which the BPA establishment was predicated.

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(b) Contractors may request price increases under the following conditions:

- (1) Increases resulting from a change in the Contractor's pricing that was used as the basis for the established BPA.
- (2) Only three increases will be considered during the life of the BPA.
- (3) Increases are requested after the first 12 months of the BPA period of performance and prior to the last 60 days of the contract period.
- (4) At least 12 months elapse between requested increases.

(c) The aggregate of the increases in any contract unit price under this clause shall not exceed 10% of the original unit price of the applicable line item(s). The Government reserves the right to raise this ceiling where changes in market conditions during the contract period support an increase.

(d) The following material shall be submitted with the request for a price increase:

- (1) A copy of the contractor's pricing showing the price increase and the effective date.
- (2) Sufficient documentation supporting the price increase to allow the Contracting Officer to evaluate the reasonableness of the increase.

(e) The Government reserves the right to exercise one of the following options:

- (1) Accept the Contractor's price increases as requested when all conditions of this clause are satisfied;
- (2) Negotiate more favorable discounts from the new pricing when the total increase requested is not supported; or,
- (3) Remove the product(s) from the BPA, when the increase requested is not supported.

(f) The BPA modification reflecting the price adjustment shall be signed by the Government and made effective upon receipt of notification from the Contractor provided that in no event shall such price adjustment be effective prior to the effective date of any applicable commercial, or otherwise, price increases. The increased pricing shall apply to orders issued to the Contractor on or after the effective date of the BPA modification.

(End of clause)

Electronic Invoicing and Payment Requirements

Payment requests/Invoices will be paid upon completion of performance, acceptance and approval by the Government COR. invoices must be submitted electronically to:

9-AMC-AMZ-NEA-INVOICES@FAA.GOV and include, as a minimum, the following information:

- A. Name and Address of Contractor. Point of Contact (POC)
- B. Invoice date
- C. BPA Award / Task Order / NEA Reference Number
- D. Registration Data: SAM Unique Entity ID/Data Universal Numbering System (DUNS)/TIN
- E. Description of deliverable, specific services, task
- F. Price of deliverable (Quantity/hours, unit price/hourly rate and extended total cost for the period covered)
- G. Period of performance date/date deliverables provided to the Government for inspection
- H. Cumulative amounts billed by to date
- I. Official Name and address of Contractor to whom payment is to be sent (must be the same as that in the sam.gov, on the contract, or in a proper notice of assignment)

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Payment for the services rendered under this contract will be made on a Net 30 basis. Payment will be made via Electronic Funds Transfer (EFT) and in accordance with 52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services (Dec 2022), and 52.232 33 Payment by Electronic Funds Transfer— System for Award Management (OCT 2018).

Contractor Performance Assessment Reporting System (December 2015)

1. [FAR 42.1502](#) directs all Federal agencies to collect past performance information on contracts. The National Endowment for the Arts has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by [FAR 42.15](#).
2. The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in CPARS for Government use in evaluating past performance as part of a source selection action.
3. We request that you furnish the Contracting Officer (CO) with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official (AO). Information in the report must be protected as source selection sensitive information not releasable to the public.
4. When your Contractor Representative(s) are registered in CPARS, they will receive an automatically generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <https://www.cpars.gov/>.
5. Within 60 days after the end of a performance period, the AO will complete an interim or final past performance evaluation, and the report will be accessible at <https://www.cpars.gov/>.
 - a. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment.
 - b. Your comments should focus on objective facts in the AO's narrative and should
 - a)provide your views on the causes and ramifications of the assessed performance.
 - c. All information provided should be reviewed for accuracy prior to submission.
 - d. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in the space provided, and then selecting "Accept the Ratings and Close the Evaluation's.
 - e. Your response is due within 60 calendar days after receipt of the CPAR. On day 15,

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the evaluation will become available in PPIRS-RC marked as "Pending" with or without comments and whether or not it has been closed.

- f. If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment."
6. The following guidelines apply concerning your use of the past performance evaluation:
- a. Protect the evaluation as source selection information. After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions.
 - b. Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
 - c. Prohibit the use of or reference to evaluation data for advertising, promotional material, pre- award surveys, responsibility determinations, production readiness reviews, or other similar purposes.
7. If you wish to discuss a past performance evaluation, you should request a meeting in writing to the CO no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.
8. A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

(End of Local Clause)

Organizational Conflict of Interest

The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor make will a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

Remedies - The Contracting Officer may terminate this contract action for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If

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the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for cause or default, debar the Contractor for Government contracting, or pursue such other remedies as may be permitted by law or this contract.

The Contractor further agrees to insert terms and conditions which shall conform substantially to the language of this clause in any subcontract or consultant agreement hereunder.

(End of Local Clause)

Confidentiality and Disclosure of Information

Confidentiality: All information regarding the procedures developed under this Task Order shall be regarded as sensitive information by the Contractor and not be disclosed to anyone outside the Contractor's organization without the written permission of the Contracting Officer. All contractor employees supporting the Government on this project will be required to sign a statement of non-disclosure applicable to this Task Order and a conflict of interest statement.

Release of Data: The Contractor and/or contractor personnel shall not divulge or release any data or information developed or obtained in performance of this requirement without the written approval of the Contracting Officer. The Contractor shall not use, disclose, or reproduce proprietary data that may or may not carry a restrictive legend, other than as required in the performance of this requirement.

Disclosure of Sensitive Information: Information made available to the contractor by the Government for the performance or administration of this requirement shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer. The contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. Each contractor or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

Limited Use of Data: Performance of this requirement may require the contractor to access and use data and information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or use, other than in performance of this requirement, would be adverse to the interests of the Government and/or others.

(End of Local Clause)

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AUTHORITY TO OBLIGATE THE GOVERNMENT

The Contracting Officer is the only individual who can legally commit or obligate the Government to the expenditure of public funds. No cost chargeable to the proposed Contract can be incurred before receipt of a fully executed Contract or specific authorization from the Contracting Officer.

(End of clause)

PAYMENT FOR UNAUTHORIZED WORK

No payments will be made for any unauthorized supplies and/or services or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of their own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and conditions under this effort.

(End of clause)

SENSITIVE AND EMBARGOED DATA

In accordance with the Federal Acquisitions Regulations (FAR) clause 52.239-1 in meeting the scope and requirements contained herein, the Contractor shall:

- a. Protect the confidentiality of information by adhering to safeguard principles, including:
 - 1. emphasizing to their officers, employees, contractors, and agents the importance of protecting the confidentiality of information in cases where the identity of respondents can reasonably be inferred by either direct or indirect means;
 - 2. training their officers, employees, contractors, and agents in their legal obligations to protect the confidentiality of respondent identifiable information, and in the procedures that must be followed to provide access to such information;
 - 3. implementing appropriate measures to assure the physical and electronic security of confidential data;
 - 4. establishing a system of records that identifies individuals accessing confidential data and the project for which the data was required;
 - 5. being prepared to document their compliance with safeguard principles to other agencies authorized by law to monitor such compliance;
 - 6. Not publishing or disclosing in any manner, without the Contracting Officer’s written consent, the details of any safeguards used by the Quoter under the resulting contract or otherwise provided by or for the government.

(End of clause)

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PHYSICAL SECURITY

The contractor shall be responsible for safeguarding all government property provided for contractor use. At the end of normal duty hours and/or after normal duty hours, all government facilities, equipment and materials must be secured.

(End of clause)

SECTION 508 COMPLIANCE REQUIREMENTS AND ACCESSIBILITY

Section 508 of the Rehabilitation Act of 1973 (found at 29 USC 794d) requires access use of information by individuals with disabilities. A deliverable such as electronic reports (ex., PDF files) to be placed on the web (either on the agency's web server or the company's), video footage, or other electronic data such as CD-ROMs to be distributed, are subject to Section 508

Guidelines. Simplified, this means that PDF files need to be formatted so that they are "readable" by assistive technology devices such as screen readers. Video footage must be closed captioned. CD-ROMs that contain HTML, PDF or word processor files must assessable.

Requirements for accessibility based on Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) are determined to be relevant. Information about the Section 508 Electronic and Information Technology (EIT) Accessibility Standards may be obtained via the Web at the following URL:

www.Section508.gov.

(End of clause)

CONTRACTOR PERSONNEL

The Contractor shall be responsible for managing and overseeing the activities of all Contractor personnel, as well as subcontractor efforts used in performance of this effort. The Contractor's management responsibilities shall include all activities necessary to ensure the accomplishment of timely and effective support, performed in accordance with the requirements contained herein.

(End of clause)

PROGRAM MANAGEMENT

The contractor shall assign a project manager to be the single point of contact for this effort. The program/project manager shall communicate performance and effect coordination through the government COR. The project manager shall ensure proper communication and timely delivery of services and work products.

(End of clause)

PROHIBITION AGAINST SOLICITING AND PERFORMING PERSONAL SERVICES

a. The performance of personal services under this requirement is strictly prohibited.

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- b. Personal service contracting is described in Section 37.104 of the Federal Acquisition Regulations (FAR). There are a number of factors, when taken individually or collectively, which may constitute personal services. Each Contract arrangement must be judged in light of its own facts and circumstances, but the question relative to personal services is: Will the Government exercise relatively continuous supervision and control over the contractor personnel performing this Contract.
- c. The government and the Contractor understand and agree that the support services to be delivered under this Contract are non-personal services in nature that is no employer-employee relationships exist or will exist under the BPA between the government and the contractor or between the Government and the contractor's employees.
- d. Contractor personnel under this Contract shall not:
 - 1. Be placed in a position where they are appointed or employed by a Federal employee, or are under the supervision, direction, or evaluation of a Federal employee.
 - 2. Be placed in a Federal staff or policy making position.
 - 3. Be placed in a position of supervision, direction, or evaluation over NEA personnel, or personnel of other contractors, or become a part of a government organization.

Employee Relationship. The services to be performed under this Contract do not require the contractor or its employees to exercise personal judgment and discretion on behalf of the government. Rules, regulations, direction, and requirements which are issued by DOI and/or NEA management under their responsibility for good order, administration, and security are applicable to all personnel who enter a Government installation. This is not to be construed or interpreted to establish any degree of Government control which is inconsistent with a non-personal service Contract. The Contractor shall immediately advise the Contracting Officer if the contractor or its employees are directed by any Government employee to perform work that the Contractor believes constitutes personal services.

(End of clause)

NOTICE REGARDING LATE DELIVERY/DELAYED PERFORMANCE

The contractor will immediately notify the Contracting Officer and COR in writing in the event the contractor encounters difficulty in performance by giving pertinent details, including the date by which it expects to complete performance or make delivery. However, the notification will be informal only in character and will not be construed as a waiver by the Government of any contractual delivery schedule or date, or any rights or remedies provided by law or under this effort.

(End of clause)

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SECTION III - ATTACHMENTS

Attachment Number	Title
1	SOW Historically Black Colleges and Universities (HBCU)
2	SOW Local Arts Agencies (LAA)
3	Previous RFPs Hyperlinks
4	BPA Pricing Schedule
5	BPA Day One Order Pricing Schedule (HBCU)
6	BPA Day One Order Pricing Schedule (LAA)

SECTION IV - PROPOSAL PREPARATION/SUBMISSION INSTRUCTIONS

FAR 52.212-2 Evaluation—Commercial Products and Commercial Services (Nov 2021)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The Government will establish BPAs based on a 'best-value' basis, using the following factors to evaluate proposals (with a rating scale of 0 to 100 points).

1. Organizational Qualifications as Related to Technical Competencies (25 points)
2. Management Approach (25 points)
3. Past Performance (25 points)
4. Price (25 points)

In order to select the winning Offeror(s):

- Proposals will be evaluated by a technical evaluation team in accordance with a 'best value' evaluation method.
- Each proposal evaluated will be given a score for each evaluation criterion listed above, ranging from 0 to the maximum allowable for each category (with a maximum of 100 points for all categories).
- Category scores will be summed up to receive a total score for each proposal.
- In accordance with FAR 52.215-1, a competitive range may be established at the agency's discretion.

Additionally, the NEA may rank Offerors from best to worst by making paired comparisons, trading off the marginal differences in capability and price. If one Offeror has both the better capability and the lower price, then that Offeror will be the better value. If one Offeror has the better capability and the higher price, then the technical evaluation panel will decide whether the marginal difference in capability is worth the marginal difference in price. If the technical evaluation panel considers the better capability to be worth the higher price, then the more capable, higher-priced Offeror will be the better value. If not, then the less capable, lower-priced Offeror will be the better value.

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After completing evaluations, the government will exercise its discretion in determining the number of BPAs to establish.

EVALUATION CRITERIA

1. Organizational Qualifications as Related to Technical Competencies (25%)

The proposal demonstrates that the Offeror has the capabilities to assure performance in all aspects described herein. The Offeror shall be able to demonstrate that the organization has a sufficient collective level of expertise in the practice areas requested.

The proposal provides evidence of the specific qualifications and skills of Offeror staff and their familiarity and experience with the topic and areas relevant to this project. Evidence of related assignments shall be detailed, and shall include the information below, as applicable.

Submitted information shall include three (3) references. The proposal addresses past performance in the specific area(s) of service for which the Offeror is applying.

The Government will assess its level of confidence that the Contractor can successfully perform the BPA requirements based on the Offeror's demonstrated ability to provide a succinct, logical, and consistent technical approach with the tasks to be accomplished, and it fully addresses the work as described in the Areas of Service in Section 1.3.1. The Technical Capability section of quotes shall address the following areas:

(1) Organizational Capacity: The Government will assess its level of confidence that the Contractor will successfully perform the BPA requirements based on the Contractor's demonstrated ability to utilize effective project management skills and strategies, collaborate with various teams and personnel, and demonstrate organizational competency in the work identified in the BPA Areas of Service requirements outlined in this RFP.

(2) Prior Experience: The Government will assess its level of confidence that the Contractor will successfully perform the BPA requirements based on its prior experience performing recent and relevant work similar in scope, size, and complexity to that described in the BPA Areas of Service which includes evaluating the soundness, feasibility, practicability, and appropriateness this Prior Experience is in predicting successful future performance in accomplishing the BPA Areas of Service requirements outlined in Section 3.1.1.

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Technical Competencies

The proposal demonstrates the Offeror’s ability to fulfill, at minimum, 75% of the Technical Competencies in at least one Areas of Service (Section 1.3.1). The Technical Competencies for each area are outlined below:

- Qualitative Research Methods
 - Demonstrated experience in qualitative data collection methods on arts and cultural topics.
 - Demonstrated experience in community-engaged research methods.
 - Demonstrated experience in established methods, including, but not limited to, content analysis, narrative analysis, and grounded theory.
 - Demonstrated experience in developing analytical plans for qualitative data and conduct verification of qualitative analysis to establish reliability and validity of findings.
- Literature Reviews and Scans
 - Demonstrated experience in conducting literature reviews, including systematic literature or evidence reviews, and meta-analyses on arts and cultural topics.
 - Demonstrated experience in conducting web searches on arts and cultural topics.
 - Demonstrated experience in conducting field scans and landscape analyses.
 - Demonstrated experience in cataloging and producing citation searches, as well as other bibliometric analyses.
- Quantitative Data Collection, Survey Methodology, and Research Design
 - Demonstrated experience in developing complex and varied research designs.
 - Demonstrated experience in designing, implementing, and managing methods for capturing and converting arts and cultural data for reporting and analysis, including work with large-scale arts datasets and modules (including SPPA, GSS).
 - Advanced survey design and administration skills, including validity and reliability testing.
 - Demonstrated experience in soliciting community feedback (through formal and informal structures) to refine instruments in cultural-responsive ways.
 - Demonstrated experience in identifying sample designs, stratification plans, survey weights, and variances to collected data.
 - Advanced skills in dataset processing and cleaning.
- Quantitative Analysis
 - Demonstrated experience in analyzing arts and cultural data though quantitative analysis including descriptive and inferential statistical analysis, particularly with large, nationally and/or subnationally representative federal datasets and publicly available datasets.
 - Advanced skills in statistical methods, including confirmatory factor analysis, hierarchical linear modeling, missing data imputation, network analysis, and structural equation modeling.
 - Demonstrated experience in developing statistical plans and perform statistical audits.
- Data Science and Analytics
 - Advanced skills in processing, cleaning, and combining data from multiple datasets with varied structures (e.g. long data and wide data formats).

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- Advanced analytic and programming techniques (e.g., SQL, R, Python) to collect, analyze, and interpret large and/or complex datasets (e.g., network analysis)
- Advanced skills in AI and machine learning methods, particularly for qualitative data analysis.
- Demonstrated experience in designing in geospatial mapping and analysis, ArcGIS preferred.
- **Data Oversight Support**
 - Demonstrated experience in providing technical support for federal agency data governance, including but not limited to, the development and implementation of data policies and procedures, data user maps and pathways, and data standards and documentation.
- **Program Evaluation**
 - Demonstrated experience in developing a variety of evaluation studies.
 - Demonstrated experience in developing conceptual frameworks.
 - Demonstrated experience in using culturally responsive evaluation techniques.
- **Strategic Planning and Performance Measurement**
 - Demonstrated experience in facilitating strategic planning processes.
 - Demonstrated experience in generating theoretical frameworks for strategic planning and performance measurement project.
 - Demonstrated experience in developing and supporting performance measurement projects.
 - Demonstrated experience in conducting forms review, alignment, and development.
 - Demonstrated experience in management consulting.
- **Technical Assistance for NEA Research Stakeholders**
 - Advanced skills in support and training and professional development opportunities for a variety of tasks, including planning, design, methods and tools, data collection and analysis, reporting, etc.
 - Demonstrated experience in providing help desk services and ad hoc support by email, phone, and videocall for research and data-related requests.
 - Advanced skills in conducting needs assessments to gauge research topic and training needs.
 - Demonstrated experience in providing developing and executing engagement and communication plans.
- **Convening and Facilitation**
 - Demonstrated experience in meeting planning, facilitation, and logistics.
 - Demonstrated experience in developing event agendas, including dates and times, and session topics.
 - Demonstrated experience in facilitating technical working groups.
 - Demonstrated experience in providing meeting support and travel support.
- **Data-Driven Design**
 - Demonstrated experience in designing and displaying data and information using charts, tables, graphs, maps, icons, and other techniques for static and interactive visualizations.

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- Advanced skills in interactive visualizations, use of software and/or code, Tableau preferred.
- Demonstrated experience in applying UX/UI design and graphic design principles to create interactive and static data visualization deliverables.
- Demonstrated experience with accessibility and 508 compliance measures.
- **Storytelling and Communications**
 - Demonstrated experience in writing and copy-editing reports for a variety of audiences.
 - Demonstrated experience in designing reports and communications tools for a variety of media.
 - Demonstrated experience in developing engagement and communications plans.
- **Preparing IRB and Paperwork Reduction Act (PRA) Submissions**
 - Demonstrated experience in coordinating Institutional Review Board (IRB) approval.
 - Demonstrated experience in preparing Office of Management & Budget (OMB) forms and clearance packages.

2. Management Approach (25%)

The Government will assess its level of confidence that the Offeror can successfully manage, administer, integrate and coordinate all activities needed to successfully execute the Areas of Service requirements to ensure successful technical performance at minimum risk to the Government. The Offeror's proposed approach shall demonstrate efficient contract management and sound processes to manage performance of multiple BPA orders spanning multiple Areas of Service, including the following:

- An effective workplan that details the methods and processes used to manage project task;
- A detailed staffing plan that details the methods and processes used for the recruitment, retention, and management of qualified staff, which included detailed staff assignments for each task order;
- A detailed Quality Control Plan (QCP) within its organization that ensures compliance with applicable Federal mandates and that ensures services are performed in accordance with a BPA task order;
- A detailed communications plan that addresses both internal and external communications;
- An effective communication plan to address internal and external communications;
- And demonstrated successful management of Contractor personnel, including prime Contractor and subcontractor roles and responsibilities;

3. Past Performance (25%)

The Government will evaluate the Offeror's Past Performance by conducting a performance risk assessment based upon the quality of the Offeror's Past Performance. The Offeror's Past Performance rating is as a measure of the Government's confidence in the Offeror's ability to perform the requirements of the BPA based on the Offeror's recent and relevant performance compared to the requirements specified in the Areas of Service for which the Offeror is applying.

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4. Price (25%)

The proposed price list (in unit prices) covers all possible costs the government may incur in performance of the requested services. The proposed prices are appropriate to the administration of the project. The Government will evaluate the Offeror’s proposed prices to make a determination that the price list is complete and that the costs are fair and reasonable in relation to the services provided. The Offeror shall provide a complete price list breakdown to allow the Government to make an assessment of the various components of the cost.

Statement of Work

National Endowment for the Arts

Recognizing the Presence and Potentiality of the Arts within Historically Black Colleges and Universities

1. BACKGROUND

The National Endowment for the Arts (NEA) was established by Congress in 1965 as an independent agency of the federal government. To date, the NEA has awarded more than \$5 billion to support artistic excellence, creativity, and innovation for the benefit of individuals and communities. The agency extends its work through partnerships with state arts agencies (SAA), regional arts organizations (RAO), local leaders, other federal agencies, and the philanthropic sector.

Historically Black Colleges or Universities (HBCUs)^{1,2} have made significant economic, cultural, and scientific contributions to the United States since the 1800s. Recognizing the importance of HBCUs, the Federal government has sought to engage with these institutions since at least 1980, when President Carter first signed an executive order to distribute adequate resources and funds to strengthen HBCUs.³ This executive order has been renewed with every Administration and has established an initiative to work with HBCUs. In its current form, the initiative is known as the White House Initiative on Advancing Educational Equity, Excellence, and Economic Opportunity through Historically Black Colleges and Universities (“the Initiative”) and is administered by the U.S. Department of Education.⁴ Both the HBCU Partners Act and the Executive Order 14041 provide direction for the Initiative, which includes expanding HBCUs’ access to and engagement with federal funding and programs.⁵

To enable diverse federal agencies to participate more fully in this work, the Initiative established the [HBCU Interagency Working Group](#) (IWG). Comprised of over 30 federal agencies and departments, the IWG advances and coordinates work throughout the federal government to strengthen the capacity and competitiveness of HBCUs. The National Endowment for the Arts is a member of the IWG and currently leads the Arts, History, Humanities & Culture Cluster, created to support HBCUs as they apply for grants and explore career paths in these fields for their students, and to serve as a reference for HBCU leadership,

¹ HBCUs were first federally defined in The Higher Education Act of 1965 as “...any historically black college or university that was established prior to 1964, whose principal mission was, and is, the education of black Americans, and that is accredited by a nationally recognized accrediting agency or association determined by the Secretary [of Education]...” <https://sites.ed.gov/whhbcu/one-hundred-and-five-historically-black-colleges-and-universities/>

² <https://nces.ed.gov/COLLEGENAVIGATOR/?s=all&sp=4&pg=1>

³ <https://www.presidency.ucsb.edu/documents/executive-order-12232-historically-black-colleges-and-universities>

⁴ <https://sites.ed.gov/whhbcu/>

⁵ <https://www.congress.gov/bill/116th-congress/senate-bill/461/text>

faculty, and administrators. In 2021, the IWG published agency competitiveness plans in a Federal HBCU Competitiveness Strategy,⁶ based on a Federal HBCU Competitiveness Framework,⁷ thus creating a government-wide plan to improve conditions under which HBCUs compete for federal opportunities.

The NEA's agency competitiveness plan provides a vision for the NEA's work with HBCUs. Outreach to HBCUs is a distinct priority of the National Endowment for the Arts. The agency's vision is that, over time, every HBCU successfully will apply for funding opportunities through the NEA. The agency's efforts include:

1. establishing and cultivating ongoing relationships with Historically Black Colleges and Universities leadership, educators, and students;
2. building awareness of the National Endowment for the Arts and its funding opportunities;
3. providing technical assistance to HBCUs on developing competitive grant applications;
4. sharing critical resources and information;
5. exploring new ways of improving the relationship between HBCUs and federal agencies through internships, partnerships, programs, and mentoring; and
6. increasing awareness of career pathways in the arts and in transdisciplinary fields involving the arts in sectors such as healthcare, community development, and STEM.

Building awareness of NEA funding opportunities is also relevant to the six regional arts organizations (RAOs) and 56 state arts agencies (SAAs). By law, the NEA provides 40% of its annual legislative appropriation to the states and regions through partnership agreements. These partnerships broaden the NEA's impact, allowing public support to reach more diverse communities across the country. The NEA's substantial investments in SAAs and RAOs are a key component in understanding how HBCUs are reached through public investments in the arts.

To facilitate HBCU engagement with federal and state grant opportunities in the arts, it is desirable to understand, within these institutions, the nature and extent of arts and cultural assets (i.e., programs and facilities)—including arts and arts education (curricular and extra-curricular)—and of partnerships with national, state, and local arts organizations and funders. It is also desirable to know about the role of HBCUs' arts and cultural assets within the context of colleges and universities serving as anchor institutions, how HBCUs' arts and cultural training is preparing students to enter careers in the creative economy and in transdisciplinary fields, and

⁶ <https://sites.ed.gov/whhbcu/files/2021/01/Federal-HBCU-Competitiveness-Strategy.pdf>

⁷ https://content.govdelivery.com/attachments/USED/2020/03/18/file_attachments/1404836/2.14.20%20Federal%20HBCU%20Competitiveness%20Framework%20-%20ODS%20%28FINAL%29.pdf

what barriers and opportunities exist in HBCUs' pursuit of relationships with arts and cultural organizations and public and private funders.

The focus on post-secondary training and its interactions with workforce development is not new to HBCUs. Recent initiatives have placed an emphasis on leveraging HBCUs' existing assets to meet the demands of local labor markets,⁸ particularly to address systemic racial disparities in unemployment and underemployment rates.⁹ To that end, HBCUs have heightened their investment in STEM initiatives in recent years, yet many have not maintained comparable levels of investment in arts and cultural infrastructure and programs, including STEAM programs.¹⁰ Here, HBCUs are not alone: the prioritization of science and technology development exists across the spectrum of higher education institutions.¹¹ Yet, as the needs of the U.S. economy change, STEM fields in isolation (i.e. without arts integration) may not produce an optimally creative and resilient workforce.

In a future where college and university graduates will likely change jobs many times and work across multiple sectors,¹² the arts are uniquely poised to help cultivate an agile and adaptive labor market in the U.S.¹³ Moreover, the generational turnover that is expected within the next 10-15 years, within many professions including the arts, will create leadership gaps that must be filled. By better understanding HBCUs' cultural and creative capacities and networks, and their role as anchor institutions, the NEA can examine and report how HBCUs invest in cultural innovation and entrepreneurship, shape regional creative workforces, and use their existing assets for both regional economic growth and community development.¹⁴ This line of inquiry is made more relevant by the COVID-19 pandemic, since anchor institutions can use their resources to promote positive community impacts and a workforce that can adapt to future shifts in the economy.¹⁵

Accordingly, as part of its commitment to supporting HBCUs, and consistent with the IWG's ongoing work, the NEA seeks to conduct a mixed-methods study describing how HBCUs currently support the arts and arts education as preparatory to careers in the arts and in transdisciplinary fields. The study also will produce recommendations on how HBCUs can strengthen and mobilize their arts assets (i.e., programs and facilities) and partnerships to meet

⁸ One example is UNCF's Career Pathways Initiatives: <https://unconf.org/cpi>

⁹ <https://www.brookings.edu/blog/up-front/2019/08/01/race-and-underemployment-in-the-u-s-labor-market/>

¹⁰ <https://www.chronicle.com/newsletter/race-on-campus/2022-02-15>

¹¹ Ashley, Amanda and Leslie Durham. "Universities as Arts and Cultural Anchors: Moving Beyond Bricks and Mortar to Entrepreneurship, Workforce, and Community Development Approaches." *Artivate* 10, no. 2 (Fall, 2021). doi:<https://doi.org/10.34053/artivate.10.2.150>. <https://www.proquest.com/scholarly-journals/universities-as-arts-cultural-anchors/docview/2615304209/se-2>.

¹² Ibid.

¹³ <https://nasaa-arts.org/wp-content/uploads/2018/08/Impact-of-Arts-Education-on-Workforce-Preparation2002.pdf>

¹⁴ <https://kresge.org/resource/the-overlooked-anchors-advancing-a-new-standard-of-practice-for-arts-and-culture-organizations-to-create-equitable-opportunity-in-america-cities/#:~:text=Based%20on%20a%20rigorous%20assessment,on%20how%20arts%20organizations%2C%20anchor>

¹⁵ https://www.margainc.com/wp-content/uploads/2021/04/Chapter1_Harkavy_Bergan_Gallagher_vant_Land_CouncilofEurope_2021.pdf

regional workforce needs (both in the arts and in other sectors that utilize skills and competencies gained through an arts education). The study will also detail HBCU interactions with public arts funders at the federal, regional, and state levels, and provide recommendations on how the NEA, as well as SAAs and RAOs, can engage further with HBCUs.

The study report, which will not exceed 60 pages in publication or visual presentation format and will include pull-out quotes, infographics, as well as photographs to accompany the case studies, will be used by the NEA and its partners to answer the following questions:

1. What assets at HBCUs are available to support the arts, arts education, and the arts' integration with transdisciplinary work (including sectors such as community development, healthcare, and STEM) at HBCUs?
2. What is the current state of these assets—including but not limited to, programs, training, personnel, finances, partnerships, and venues (formal and informal)—in terms of needs, challenges, and future plans?
3. To what degree are these assets positioning HBCU graduates to meet regional arts and cultural workforce needs (within a national context), including in high-priority employment areas of the future? Are there strong examples of HBCU arts and cultural assets meeting those needs that could become models for other HBCUs?
4. In what ways can public funders at the federal, regional, and state levels support existing arts and cultural assets at HBCUs and contribute to local workforce needs?

It is strongly advised that proposals include, as appropriate, subcontractors with substantial subject matter expertise and past research experience in one or more of the following domains: minority-serving institutions of higher education; culturally responsive approaches to research and evaluation; anchor institution frameworks and associated research; and participatory approaches to mapping assets or ecosystems representing arts and culture, higher education, and/or regional economies or labor markets.

2. PROJECT SCOPE

The project scope is described below. Note that the contractor's research plan, which should reflect input from the Contracting Officer Representative (COR) and the Technical Working Group, will finalize specific project activities, including deliverables.

- Attend a project kick-off meeting with the COR
- Prepare a detailed timeline and work plan, including regular communications with the COR
- Prepare a research plan and execute the first phase of the study. At a minimum, the research study shall include:
 - Literature scan of research papers, conference proceedings, reports, and other relevant publications.
 - Data collection and analysis:

- Web search of HBCU arts and cultural assets
 - Analysis of regional arts and cultural workforce data
 - Listening sessions with SAA/RAOs
 - Survey of HBCU arts leaders
- Case studies with 3 HBCUs and corresponding asset maps
- Prepare interim and final reports presenting study findings and support the dissemination of report findings through:
 - Final report not to exceed 60 pages in length
 - Data and written material for 3-5 infographics presenting summaries of findings

3. DETAILED SPECIFICATIONS

The contractor shall perform the following tasks:

1. *Project Kick-off Meeting*

The contractor shall meet with the COR, Contracting Officer, and selected agency staff to review the project purposes and tasks. Meeting time will not exceed two (2) hours. This meeting may take place via videoconference or teleconference. Within a week, the contractor shall prepare a memorandum (*Deliverable #1*) summarizing the discussion and making note of decisions made.

2. *Timeline/Work Plan/Communications*

Incorporating NEA input from the kick-off meeting and/or subsequent communications, the contractor shall prepare a timeline and brief work plan (*Deliverable #2*) for accomplishing the remaining tasks of the contract. The contractor shall first submit a draft timeline and work plan for review by the COR after the kick-off meeting. Following the receipt of feedback from the COR, the contractor shall prepare and submit a final timeline and work plan, which will include a meeting schedule and schedule for all deliverables inclusive of multiple drafts and deliverable review periods. The work plan shall include participation in regular tele- or videoconferences with the COR (not to exceed once a month) and preparation of brief minutes documenting decisions made at these meetings. Ad-hoc communications by telephone and email will occur as needed throughout the project.

3. Literature Scan and Research Plan Development

The contractor shall plan and conduct a brief literature scan of research papers, conference proceedings, reports, and other relevant publications on how skills and competencies gained through arts programs in higher education can meet arts and cultural workforce development needs (including transdisciplinary work) and be applied to high-growth employment areas of the future. The COR shall provide some literature resources; however, the contractor is expected to identify other pertinent resources such as those related to anchor institution research (including research on anchor institutions within higher education and arts and cultural sectors), arts and cultural workforce development in higher education, and HBCU-specific studies. The contractor shall budget sufficient funds to include up to 10 resources in the literature scan. The literature scan deliverable shall consist of a table that presents for each resource the citation, relevant research question(s), and summary of relevant content responding to the research question(s), accompanied by a summary report (not exceeding 10 pages) that presents findings organized by research question (*Deliverable #3*). The literature scan findings shall be incorporated into the draft report as part of task 7.

Based on insights from the Literature Scan, the contractor shall prepare a detailed research plan (*Deliverable #4*). In addition to the required elements as prescribed in the statement of work, other components may be added to the research plan at the Government's discretion. Primary methods for the research study shall include a literature scan; asset mapping, including one survey of HBCU leaders, a listening session with SAA/RAOs, and case studies for 3 HBCUs with 5-7 group discussions for each case study site. The research plan also shall describe how the contractor intends to comply with relevant Federal laws and regulations, including the Paperwork Reduction Act (PRA).

The contractor shall submit a draft research plan for review by the COR and NEA team. Following receipt of feedback from the NEA, the contractor shall prepare and submit a final research plan to include all protocols for survey, focus groups, data analysis, asset mapping, etc., and templates of communications that will be sent to study participants. Once the NEA has approved the research plan, the contractor may proceed with conducting the study.

The research plan shall not exceed 40 pages in length (inclusive of appendices; all proposed data collection instruments should be included in an appendix). The plan shall include:

1. Updated research questions;
2. A description of the research design;
3. Identification of data collection methods and protocols;
4. An analytical plan, including a description of quantitative and qualitative analysis procedures;

5. Sampling strategies for each research task;
6. Proposed data collection instruments;
7. An overall study timeline;
8. A plan to conduct cognitive testing of instrument and prepare a Paperwork Reduction Act clearance package;
9. An approach to the protection of human subjects/consent strategy (as appropriate), including copies of consent forms/protocols;
10. A communications plan, including copies of correspondence with study participants; and
11. A reporting/dissemination plan, including a proposed table of contents for the final report

4. Technical Working Group

The Contactor shall also convene a Technical Working Group (TWG) of stakeholders from a variety of fields, including, but not limited to, HBCU administrators, faculty, and students, particularly administrators/faculty who have direct partnerships with external cultural organizations; cultural and education researchers; SAA/RAO representatives; regional workforce development representatives; and other leaders from organizations that have partnered with HBCUs. The TWG will provide feedback on the research plan, selected deliverables, and the dissemination of study findings, and will recommend participants for the case study focus groups.

The contractor is responsible for identifying individuals to serve, with consultation from the COR, and will be responsible for contacting and convening the TWG throughout the research process. The contractor will draft for NEA review and approval guidelines outlining roles, duration of service, the meeting cadence, and expectations from the TWG participants. The final TWG roster and guidelines represent the deliverable (*Deliverable #5*). The Contractor shall send invitations to prospective TWG members, clearly communicating expected involvement, tenure, and time commitment. The Contractor shall convene the first meeting of the TWG virtually to review the draft research plan (see Task #3). At this initial meeting, the contractor will review the guidelines; will present and discuss the research plan and findings from the literature scan. The NEA recommends that the contractor pay a stipend of \$500 per meeting to TWG members, but the contractor is responsible for the final decision on compensation. Correspondence with prospective members shall be reviewed by the COR prior to sending.

5. Preparation of Paperwork Reduction Act (PRA) Clearance Package

Following the approval of the research plan along with the survey instrument and focus group protocols (described in *Task 6 and 7*), the contractor shall conduct cognitive testing on a survey instrument intended for HBCU leadership and develop the requisite forms for

a PRA clearance package inclusive of all data collection instruments and protocols that are subject to PRA (*Deliverable #6 and #7*).

The contractor shall prepare information related to respondent burden, a line item description of each instrument, and other information to support the NEA's clearance package for the Office of Management & Budget, as required by the PRA.

Dependent on the nature of the data collection, Institutional Review Board (IRB) clearance may be necessary. The contractor shall obtain IRB clearance for this performance data collection prior to submission of the PRA clearance package to OMB. IRB clearance may be obtained from an institution of higher education affiliated with the contractor or through a commercial IRB.

The contractor shall conduct cognitive testing of the survey instrument and use results to modify and improve the overall forms and individual question items. Cognitive testing of the form should take place with up to nine individuals; the individuals recruited for cognitive testing should be representative of the population that will complete the forms. The contractor shall be responsible for recruiting the sample of individuals and for scheduling and coordinating the testing in consultation with the COR. The contractor shall draft an introductory letter to participants that the NEA shall send to introduce the purpose of, and establish the legitimacy of, the testing. The NEA recommends that the contractor pay a stipend equivalent to a living wage for cognitive testing participants,¹⁶ but the contractor is responsible for the final decision on compensation. The contractor shall prepare a brief report on cognitive testing results, including a discussion of how the forms functioned and any implications or recommendations for the final instruments (*Deliverable #6*). The contractor shall schedule a meeting with the COR to discuss and seek approval for recommended changes to the forms.

Following the contractor's modification of the forms, the NEA shall incorporate the forms into its *PRA package to OMB for clearance*. The contractor shall be responsible for any modification of forms as requested by the NEA until the time that the PRA clearance has been approved.

6. Data Collection and Analysis

Data collection methods will include an asset mapping process for all HBCUs will identify the distributed intellectual, relational, infrastructural, and financial resources on and off campus that are available to support the arts, arts education, and transdisciplinary activities involving the arts at HBCUs. The NEA previously documented HBCU assets—specifically information on programs/majors, faculty, venues, festivals, and clubs/organizations; this information will be updated by the study contractor and

¹⁶ The contractor may use an online living wage calculator that is based on geography (e.g., <https://livingwage.mit.edu/>).

expanded to include program enrollment figures, presence of transdisciplinary activities (curricular and co-curricular) involving the arts, off-campus assets, budget information, and sources of private and state and federal funding that have been utilized to support campus arts and transdisciplinary programs, or that hold potential to do so. The NEA will provide the contractor with data on direct NEA awards and SAA/RAO subawards going to HBCUs over the last 5 years. The NEA will include descriptive statistics on grantee and subgrantee portfolios and these data will be used as an input into the cultural asset mapping for HBCUs. A regional workforce analysis will help to understand how these formal and informal assets at HBCUs are, or could be, contributing to talent development and meeting future workforce needs. The data collection process will gather data in multiple ways:

a. Preliminary web scan

The contractor shall validate and update existing asset information through targeted web searches and existing databases (e.g. College Navigator, institution websites, HBCU Connect, HBCU Lifestyle, The Hundred-Seven). The COR shall provide previously documented HBCU assets. This, coupled with *Task 6b* will provide initial contextual information for subsequent deliverables. The contractor shall complete an updated asset dataset from available online material for each HBCU (*Deliverable #8*). Information in this update should include following (if available online): arts and transdisciplinary programs/majors, enrollment figures, faculty, venues, festivals, clubs/organizations, off-campus assets, budget information, and sources of private and state and federal funding. The preliminary web scan findings shall be incorporated into the draft report as part of *Task 8*.

b. Analysis of regional workforce data

The contractor shall conduct an analysis of regional workforce needs using nationally available labor projection data (e.g. data from the Bureau of Labor Statistics) to identify future arts and cultural workforce needs that could be met through HBCU arts programs and initiatives. This analysis will select high priority employment areas by creating a baseline list of high-demand, higher wage arts and cultural occupations in each regional area, and then identifying occupations likely to emerge based on regional economic development investments, labor market trend predictions (including generational turnover), and regional commerce and business demands. The regional analysis will include a comparison of regional areas to national-level trends. The contractor shall work with the COR to determine a framework of arts and cultural occupations to include in the analysis. For example, depending on data availability, the contractor could use a Career Cluster¹⁷ analysis of the Arts, A/V Technology & Communications occupations. Another approach would be to select occupations and industries

¹⁷ <https://careertech.org/career-clusters>

identified in the Arts and Cultural Production Satellite Account (ACPSA) as a baseline (see the [APCSA White Paper](#) starting on page 22) and include any regionally specific occupations that are too small to be captured by a national taxonomy. The framework should also include transdisciplinary occupations that involve the arts as applied to other fields. The analysis of regional workforce deliverable shall include a summary report (not exceeding 15 pages) including data tables highlighting priority employment areas across HBCU regions (*Deliverable #9*). The analysis will also compare workforce projection data to program enrollment data collected in *Task 6a*.

c. *Listening sessions with SAA/RAOs on partnerships with HBCUs*

The contractor, in consultation with the COR, will hold up to 2 listening sessions with 21 state arts agencies including Washington D.C. and the U.S. Virgin Islands, as well as 4 regional arts organizations (i.e. all regions, states, and jurisdictions that have one or more HBCUs). The sessions will identify HBCUs that have partnered with SAA/RAO subaward recipients or have participated in other ways in SAA/RAO initiatives and activities and will describe the nature of SAA/RAO involvement with HBCUs. The session will probe for any transdisciplinary partnerships or activities involving HBCUs.

The contractor shall prepare for NEA review and approval for the session agenda, key discussion questions for discussion, and list of invitees. The COR will provide the contractor a list of SAA and RAO staff, but the contractor is responsible for sending invitations. The contractor shall take notes and record the conversation and prepare a summary report of up to 8 pages (*Deliverable #10*).

With the majority of the secondary data collection complete, the contractor shall prepare a draft study report incorporating the literature scan, workforce data analysis, web search findings, and SAA/RAO subaward analysis (*Deliverable #11*). The draft report will share methodologies and key findings from the secondary data analysis organized by research questions and will be subsequently updated with results from primary data collection and analysis.

d. *Survey of HBCU Arts Leaders*

The contractor shall design and administer a survey to HBCU institutional leaders (1-2 individuals per identified HBCU) who will respond on behalf of each institution, with the following goals:

- to verify identified arts assets and query about additional arts assets, including community partnerships.

- to query about campus needs, challenges, and future plans for supporting the arts, arts education, and integration of the arts with other fields and sectors.
- to query about post-graduate study or employment of its students to assess whether graduates are employed or preparing for employment in arts and cultural areas of regional workforce need, including fields beyond traditional arts and cultural occupations.

The contractor is responsible for identifying survey recipients at HBCUs in consultation with the COR. Recipients will include university staff within academic affairs offices of arts and humanities programs (such as, Deans or Vice Presidents of arts and humanities colleges/schools within universities) or central offices who would have the best working knowledge to collate information on arts and cultural academic programs and campus activities. The contractor shall administer the survey, which will include preparing a recipient list, drafting the survey instrument, conducting cognitive testing, preparing PRA Clearance Package (see *Task 4* above). The contractor shall also be responsible for the survey for distribution, sending follow up emails to respondents, conducting up to one round of follow-up phone calls, and answering any technical questions that may arise. The survey instrument shall be written in plain language, simple to administer, and with the intent of minimizing burden on respondents. Administration will also include obtaining PRA clearance. The contractor shall implement appropriate survey administration strategies to achieve a minimum response rate of 60% and conduct nonresponse bias analysis. The contractor shall prepare for NEA review and approval for the survey instrument and list of survey recipients. The NEA recommends that the contractor pay a stipend equivalent to a living wage,¹⁸ but the contractor is responsible for the final decision on compensation. Following data collection, the contractor shall provide a survey dataset to the agency. The contractor shall conduct a town hall with survey respondents to discuss initial findings and use qualitative feedback to validate quantitative findings. The contractor shall analyze survey findings using descriptive statistics, including response weighting if necessary, and prepare a summary report of up to 15 pages, including charts and tables (*Deliverable #12*). The analysis of HBCU leaders survey shall be incorporated into the draft report as part of *Task 8*.

The contractor shall update the draft study report with the methodologies and findings from the survey, including charts and tables (*Deliverable #13*).

7. Case studies

¹⁸ The contractor may use an online living wage calculator that is based on geography (e.g., <https://livingwage.mit.edu/>).

Case studies will be developed for three institutions to provide a more in-depth examination of the current state of arts and transdisciplinary programs, and improved understanding of the value of these programs to the surrounding community, including the social, cultural, and economic opportunities for local residents and workers. Findings from these case studies will present relevant, detailed examples of different approaches to cultivating arts assets and community partnerships HBCUs are currently employing. Institutions will be selected that differ substantially by student population size and location and which have different approaches to cultivating arts assets; the contractor shall work with the COR to finalize criteria for selecting institutions for case study analysis using data collected in the previous data collection activities.

The contractor shall conduct up to 7 virtual focus groups with institutional leaders (deans, department/program chairpersons, career development staff, center/institute directors, research directors), campus arts administrators and faculty, and student and alumni representatives from each campus, as well as LAA/SAA/RAO program staff, representatives from regional workforce development boards, and industry and community arts leaders and partners. Focus group topics of discussion may include innovative curricular, extracurricular, and structural models that complement or supplement traditional fine arts curricula, such as transdisciplinary arts integration programs, STEAM initiatives, including maker spaces and incubators, and public policy and administration arts-related programs. LAA/SAA/RAO program staff in the HBCUs' regions will provide additional information on the nature of HBCUs' participation in local, state, and regional arts networks.

The contractor shall prepare for NEA review and approval a recommended list of focus group participants prior to initiating contact with experts. The contractor shall conduct case studies mostly without the agency's logistical support, although the COR retains the right to audit selected focus groups with advance notice provided to the contractor. The NEA recommends that the contractor pay a stipend equivalent to a living wage, but the contractor is responsible for the final decision on compensation. In analyzing data, the contractor is expected to use both qualitative and quantitative methods. The contractor shall feature each case study in the final report, which will incorporate quantitative and qualitative data from the background research, asset mapping, survey and focus groups to comprehensively document each institutions' cultural infrastructure, formal and informal. This report narrative will include pictures from each institution (with permission), in addition to charts and graphics. Institutional asset maps will be developed for case study institutions and presented in infographic format in the report (*Deliverable #14*).

8. Final Study Report

Following the case studies, the contractor shall update and finalize the study report with key findings from secondary data analysis, survey analysis, and case studies, organized sby research question and with case studies also presented as vignettes within the report (*Deliverable #15*). The final report shall also highlight areas for further analysis and propose specific policy recommendations for the NEA and other stakeholders. The final report should align with the reporting/dissemination plan presented in the approved Research Plan. The report should include an executive summary with recommendations and should not exceed 60 pages at this stage. The contractor shall expect up to three rounds of feedback from the COR and other NEA staff on this report. At least one of these rounds of feedback will reflect input from the Technical Working Group. The contractor may opt for a work session with agency staff instead of one round of feedback.

In addition to the final report, the contractor shall prepare the data and written material for 3-5 infographics that will be included in the report, but also can be used as stand-alone documents. Infographics will summarize key data and findings that pull qualitative and quantitative data from asset mapping, survey, and case studies (part of *Deliverable #15*). The contractor will not be responsible for the design of the infographics.

Project Phase/Task	Key Deliverables (see numbered deliverables in Detailed Specifications section)*	Due Date (Weeks after Kick-off Mtg)
1. <i>Project Kick-off Meeting</i>	1. Memorandum	2 weeks
2. <i>Timeline/Work Plan/Communications</i>	2. Timeline / work plan	3 weeks
3. <i>Literature Scan and Research Plan Development</i>	3. Summary report with table	8 weeks
	4. Research plan (with survey instrument, focus group, and listening session protocols)*	12 weeks
4. <i>Technical working group</i>	5. TWG roster and guidelines	5 weeks
5. <i>Preparation of PRA Clearance Package</i>	6. Cognitive testing report	18 weeks
	7. PRA Clearance Package forms	20 weeks

<i>6a. Initial web search for asset mapping</i>	8. Updated asset mapping matrix*	24 weeks
<i>6b. Regional workforce analysis</i>	9. Summary report*	28 weeks
<i>6c. Listening Sessions with SAAs/RAOs</i>	10. Summary report	32 weeks
	11. Draft study report	36 weeks
<i>6d. Survey of HBCU Leaders</i>	12. Summary report, raw data*	54 weeks
	13. Updated draft study report	60 weeks
<i>7. Conduct Case Studies</i>	14. Institutional asset maps*	68 weeks
<i>8. Final Study Report</i>	15. Final study report and infographics*	76 weeks

*The contractor shall provide for up to three (3) rounds of feedback from the COR where indicated in the deliverable timeline above. Otherwise, the contractor shall expect one round of feedback on all other deliverables.

The Offeror may propose alternative approaches to the Tasks listed above under 3. Detailed Specifications if there are other methods or activities that achieve the same project objectives more efficiently and/or with higher validity. Alternative methods could include short, tailored interviews with HBCU staff and leadership to collect data instead of a survey (Task #5d); a public town hall—held before a research plan is finalized—for HBCU staff and students to discuss current formal and informal arts and cultural assets and how they are being used in a variety of fields; and focus groups with 9 or fewer participants with tailored questions based on institution, regional location, and field expertise.

4. KEY PERSONNEL AND ORGANIZATION QUALIFICATIONS AND REQUIREMENTS

Project Manager

Education: Master's degree

Years of Experience: At least 5 years technical experience conducting projects similar in scope to the present study; 4 years supervisory experience

Experience & Other Requirements: Experience leading research studies that involve literature reviews; mixed-method designs; qualitative and quantitative data analysis; collecting information through interviews, case studies, social network analysis, and participatory asset mapping methodologies; producing briefs for funders, interested parties, and/or beneficiaries; and planning and facilitating multi-site studies. Experience supervising projects similar in scope. Demonstrated ability to effectively and professionally interact with government program managers, the COR, and public stakeholders.

Subject Matter Expert

Education: Bachelor's degree

Years of Experience: At least 5 years of experience working in community-based research and evaluation.

Experience & Other Requirements: Experience in research for and with underserved or underrepresented communities, especially involving arts and cultural organizations, academic institutions, and/or artists. The individual must have conducted prior research about with minority serving institutions and/or have extensive knowledge of HBCU history and current practices.

Subject Matter Expert

Education: Bachelor's degree, graduate degree in public policy, economics, applied mathematics, statistics, data science, or a related field preferred

Years of Experience: At least 5 years of experience working in economics and/or data analytics.

Experience & Other Requirements: Experience in quantitative methods (including data collection, analysis, and visualization) and statistics. The individual must have experience working in labor market research, economic modeling and forecasting, and/or employment and wage statistical analysis. Experience communicating technical information to internal and external stakeholders.

Organization Qualifications

Must have experience conducting the following tasks:

- *Planning and execution of studies with varying research designs including, but not limited to, field surveys, secondary data analysis, case research, and asset mapping.*
- *Analyzing arts and cultural data by conducting quantitative analysis including descriptive and inferential statistical analysis.*
- *Producing designed elements such as charts, tables, graphs, maps, infographics and other visualizations.*
- *Writing and producing research reports in a variety of formats.*

5. PLACE OF PERFORMANCE

The contractor's site will be the place of performance.

6. PERIOD OF PERFORMANCE

The period of performance shall not exceed 17 months.

7. SECURITY CONSIDERATIONS AND ORGANIZATIONAL CONFLICT OF INTEREST

It is the contractor's responsibility to assure the Government that there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5.

Per FAR 9.5, organizational conflicts of interest may result when factors create an actual or potential conflict of interest on a contract, or when the nature of the work to be performed on the contract creates an actual or potential conflict of interest on a future acquisition.

The contractor agrees that if an actual or potential OCI arises prior to or after award, the contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict. All actual or potential OCI situations shall be handled in accordance with FAR 9.5.

8. GOVERNMENT FURNISHED EQUIPMENT

The Government will not be providing any physical equipment.

9. TRAVEL

No travel is anticipated.

Statement of Work
National Endowment for the Arts
Conduits and Catalysts: A National Study of Local Arts Agencies

1. BACKGROUND

The National Endowment for the Arts (NEA) was established by Congress in 1965 as an independent agency of the federal government. To date, the NEA has awarded more than \$5 billion to support artistic excellence, creativity, and innovation for the benefit of individuals and communities. The agency extends its work through partnerships with state arts agencies (SAAs), regional arts organizations (RAOs), local leaders, other federal agencies, and the philanthropic sector. The NEA also provides support to local arts agencies (LAAs) that in turn provide services, programs, and grants to communities across the U.S. These partnerships broaden the NEA’s impact, allowing public support to reach diverse communities across the country.

As Chair of the NEA, Dr. Maria Rosario Jackson has emphasized the unique capacity of the NEA to help foster healthy arts and cultural ecosystems across the United States—ecosystems that make it possible for all Americans to lead “artful lives.”¹ As catalysts and partners, LAAs are integral to this vision.

The agency, therefore, proposes to undertake a study that will highlight the diverse roles and relationships that LAAs exemplify in their communities. Apart from reporting nationally representative findings about the number, type, and operations of local arts agencies, the study will help the NEA refine eligibility criteria for grantmaking to LAAs. The study also will yield recommendations about technical assistance and networking opportunities that may benefit the broader LAA field as it continues to partner with the Arts Endowment in providing the American public with equitable opportunities for arts engagement.

Across the United States, local arts agencies provide a wide range of programs and services to help support and enable arts and culture at the local level. LAAs are intermediaries, serving artists and arts organizations, local residents, visitors, and other community partners. LAAs may present and/or produce arts programming, commission and manage public art, administer grant programs, provide technical assistance to artists and arts organizations, manage cultural facilities, and guide cultural planning efforts. No two LAAs are alike—whether they serve a single village or town, a large city, county, or a multi-county or multi-state region. Some LAAs are departments of local government, others are nonprofit organizations, and still others are hybrids of the two.

¹ <https://www.arts.gov/stories/podcast/dr-maria-rosario-jackson#transcript>

The National Endowment for the Arts (NEA) has a mandate to support LAAs.² Congress carved out a unique exception for LAAs to subgrant NEA funds,³ which extends the agency’s reach to more communities across the nation. Congress broadly defines a local arts agency as “a community organization, or an agency of local government, that primarily provides financial support, services, or other programs for a variety of artists and arts organizations, for the benefit of the community as a whole.”⁴

The flexibility of this definition is suited to the varied structures and programmatic activities of LAAs, and how local arts agencies continually adapt and respond to community needs. In administering awards and in providing related technical assistance, therefore, the NEA must balance a need for clear, unambiguous eligibility requirements with the recognition that each LAA is different and that LAAs’ roles are fluid, constantly evolving.

For the purposes of the agency’s local arts agencies program, the NEA recognizes organizations as LAAs if they identify as one of the following entities:

- Arts departments of local government⁵
- Non-profit organizations designated as local arts agencies by local government
- Non-arts departments of local government managing arts programming, including but not limited to economic development, parks and recreation, or planning departments
- Designated special districts, such as creative, arts and entertainment, or cultural districts

The NEA is not alone in seeking to better characterize the LAA field—other initiatives have collected data on LAAs and their activities in recent years.⁶ Moreover, state arts agencies (SAAs) and regional arts organizations (RAOs) partner and support LAAs through their programs and initiatives.

The proposed study of LAAs will have numerous and lasting benefits. It can help the NEA to better serve the field of local arts agencies by clarifying the agency’s award eligibility criteria and improving NEA documentation processes for LAA applicants and grantees. It can identify short-, medium-, and long-term opportunities for the agency and other funders to help increase

² Currently LAAs can apply for programming or subgranting support directly from the NEA:

<https://www.arts.gov/grants/grants-for-arts-projects/local-arts-agencies>

³ 20 U.S.C. § 954 (2010): “The Chairperson shall establish procedures to ensure that no funding provided through a grant, except a grant made to a State or local arts agency, or regional group, may be used to make a grant to any other organization or individual to conduct activity independent of the direct grant recipient.”

⁴ 20 U.S.C. § 952 (2010)

⁵ For the purposes of NEA guidelines, local governments are defined as counties, parishes, cities, towns, villages, and federally recognized tribal governments.

⁶ [Americans for the Arts](#), relying on a broad definition of LAAs, estimates 4,500 LAAs in the U.S. Individual states also have different ways of designating local agencies: 16 states have specific decentralized grantmaking programs with local arts agencies in their respective constituencies. [NASAA](#) calculates State Arts Agency funding to LAAs by using the “institution type” data field from subgrantees’ final descriptive reports. This method does not include arts-related grants to local governments if those awards do not flow through a LAA. [Bloomberg Philanthropies](#) also published a guide, *Arts Data in the Public Sector: Strategies for local arts agencies*, in 2022.

the viability of these organizations and can raise the visibility of LAA types that otherwise might operate in isolation. It can provide key information about LAA structures and funding sources, programming and grantmaking activities, and key factors in promoting their long-term sustainability. Finally, such a study can lay the groundwork for better communications and learning communities across the LAA field.

In service of these goals, the NEA will develop and implement a mixed-methods study in two phases. Phase One, outlined in this Task Order, will lay the foundation for a Phase Two study that will investigate the central role LAAs play in local arts ecosystems and local civic infrastructure. Findings from Phase Two will inform the NEA's future engagement with LAAs through technical assistance and field convenings. Phase One activities will result in the following:

1. Recommendations for updated LAA eligibility requirements for the NEA
2. A working national list of LAAs and technical assistance for identifying and tracking LAA applicants in the future
3. Research questions, a research plan, and data collection instruments for a mixed-methods study to be conducted in Phase Two.

Research activities for Phase One will include a literature review, analysis and mapping of applicant and grantee data, a LAA typology analysis, listening sessions with LAAs, and consultations with NEA staff and partners to determine key research questions for the forthcoming study. The Offeror may propose alternative approaches to the Tasks listed below under 3. Detailed Specifications, if there are other methods or activities that achieve the same project objectives more efficiently and/or with higher validity.

2. PROJECT SCOPE

The project scope is described below. Note that the contractor's work plan, which should reflect input from the Contracting Officer Representative (COR) and the Technical Working Group, will finalize specific project activities, including deliverables.

- Attend a project kick-off meeting with the COR and other agency staff
- Prepare a detailed timeline and work plan, including regular communications with the COR
- Establish a Technical Working Group to provide guidance on key deliverables
- Data collection and analysis for Phase One of the study:
 - Literature scan of research papers, conference proceedings, reports, and other relevant publications.
 - Typology analysis of LAAs
 - Mapping LAAs with demographics
 - Listening sessions with LAAs

- Update a working national list of LAAs and provide recommendations for eligibility criteria
- Develop research questions and a research plan:
 - Develop research questions in consultation with agency staff and external partners
 - Develop a mixed-methods research plan
 - Prepare research study instruments and protocols, and conduct cognitive testing of these materials
 - Prepare Paperwork Reduction Act (PRA) clearance package
- Provide technical assistance to agency staff for managing an LAA dataset
 - Prepare a data management plan

3. DETAILED SPECIFICATIONS

The contractor shall perform the following tasks:

1. Project Kick-off Meeting

The contractor shall meet with the COR, Contracting Officer (CO), and selected agency staff to solidify goals for Phase One of the project, as well as tasks and key deliverables. Meeting time will not exceed two (2) hours. This meeting may take place via videoconference or teleconference. Within a week, the contractor shall prepare a memorandum (*Deliverable #1*) summarizing the discussion and making note of decisions made.

2. Timeline/Work Plan/Communications

Incorporating NEA input from the kick-off meeting and/or subsequent communications, the contractor shall prepare a timeline and work plan (*Deliverable #2*) for accomplishing the remaining tasks of the contract. In addition to the required elements as prescribed in the statement of work, other components may be added to the work plan at the contractor's discretion. Primary activities for this project shall include a literature scan, typology analysis; GIS analysis; listening sessions and/or focus groups; and research plan and instrument development. The work plan shall describe general approaches to these data collection and analysis activities and describe how the contractor intends to comply with relevant Federal laws and regulations, including the Paperwork Reduction Act (PRA). The work plan shall not exceed 20 pages in length (inclusive of appendices).

The contractor shall first submit to the COR a draft timeline and work plan for review after the kick-off meeting. Following the receipt of feedback from the COR, the contractor shall prepare and submit a final timeline and work plan, which will include a meeting schedule

and schedule for all deliverables inclusive of multiple drafts and deliverable review periods. The work plan shall include participation in regular tele- or videoconferences with the COR (not to exceed once a month) and preparation of brief minutes documenting decisions made at these meetings. Ad-hoc communications by telephone and email will occur as needed throughout the project.

3. Literature Scan

The contractor shall plan and conduct a brief literature scan of research papers, conference proceedings, reports, and gray literature, including media coverage of relevant topics, podcasts, blogs, and content from national news outlets; websites of selected organizations, arts councils, service organizations, and foundations; press releases and program/award announcements directed at the LAA community; and more. The COR shall provide some literature resources and a working national list of LAAs; however, the contractor is expected to identify other pertinent resources that will provide the basis for drafting protocols for listening sessions (see Task #7) and recruitment for the Technical Working Group (see Task #4) and listening session participants. The scan will also provide necessary background to develop research questions and a research study plan. The scan may include publications related to research on local arts and civic infrastructure; current initiatives and assistance programs for LAAs; and state- and local-level legal and regulatory infrastructure that affects LAAs. The contractor shall budget sufficient funds to include up to 10 resources in the literature scan. The literature scan deliverable (not exceeding 10 pages) shall consist of a table that presents for each resource the citation, relevant topics, and summary of relevant content, accompanied by a cover memo highlighting key findings (*Deliverable #3*).

4. Establish Technical Working Group

The contractor shall also convene a Technical Working Group (TWG) of stakeholders from a variety of fields, including, but not limited to, LAA staff and leadership; SAA/RAO representatives; other local government representatives who partner with LAAs; and other leaders and researchers from organizations that work with LAAs. The TWG will provide feedback on selected deliverables and will recommend participants for qualitative data collection.

The contractor is responsible for identifying individuals to serve in consultation with the COR, and will be responsible for contacting and convening the TWG throughout the research process outlined in this Task Order. The contractor will draft for NEA review and approval a series of TWG participation guidelines outlining roles, duration of service, the meeting cadence, and expectations from the TWG participants. The contractor shall provide details on the anticipated frequency of meetings/deliverable reviews in the RFP proposal. The final TWG roster and guidelines represent the deliverable (*Deliverable #4*). The contractor shall send invitations to prospective TWG members, clearly communicating expected involvement, tenure, and time commitment. The NEA

recommends that the contractor pay a stipend of \$500 per meeting to TWG members, but the contractor is responsible for the final decision on compensation. Correspondence with prospective members shall be reviewed by the COR prior to sending.

The contractor shall convene the first meeting of the TWG virtually to review the draft research plan (see Task #3). At this initial meeting, the contractor will review the guidelines and will present and discuss the research plan and findings from the literature scan. Correspondence related to the initial meeting, including any presentation slides, will be developed by the contractor and shared with the NEA COR for approval at least 7 business days prior to sending. The contractor shall convene the TWG to review major deliverables and to solicit feedback during the course of the project on an as needed basis.

5. Typology Analysis of LAAs

The contractor shall produce a typology of LAA organizational characteristics, including operational and financial structures, using the NEA direct applicants and grantees,⁷ and SAA/RAO grants datasets together with IRS 990 data, as available. Prior to conducting the typology report, the COR will provide the contractor with a grant portfolio analysis. This analysis will include data on the NEA's direct applicants and grantees, and grants data from SAAs/RAOs from the last 5 years. The NEA shall conduct a descriptive statistical analysis (for both direct NEA applicants and grantees and SAA/RAO grantees) that includes, but is not limited to: the organizational characteristics of LAAs (according to current eligibility criteria for direct applicant and grantee data and identified LAAs in the SAA/RAO dataset), the number LAAs funded, the types of projects funded, and the arts discipline of projects. The contractor's typology analysis will build on the portfolio review and examine the characteristics of LAAs that applied to and/or were awarded grants by the NEA, SAAs, and RAOs within the last 5 years. It will include, but will not be limited to, descriptive statistics on the type of organization (type of government, nonprofit status, etc.), the amount of revenue an organization is receiving from public sources, and, if available, the type of designation or allowance an LAA has received from a local government to operate as an LAA. The COR will provide the contractor with a previous analysis on the typologies of LAAs that applied to the agency's American Rescue Plan grants programs.

In advance of conducting the typology analysis, the contractor shall produce an analytical memo (*Deliverable #5*) that will detail the intended analysis approach. This memo will include a description of the summary statistics that will be produced, as well as a description of methods for the LAA typology analysis (which may include the use of additional secondary data, such as IRS 990 data). The analytical memo (not to exceed 5 pages) will be sent to the COR 7 business days in advance of starting the analysis. The contractor shall prepare a summary report (not to exceed 10 pages) including charts on

⁷ This dataset may include listed partners on Our Town applications or awards.

the results of the typology analysis and will provide an appendix of tables which shall include data on NEA direct applicants and grants, and SAA/RAO grants datasets (*Deliverable #6*). The contractor shall update the working national list of LAAs with additional organizations found in the portfolio analysis and literature scan (see Task #3) (*Deliverable #7*). This may include adding new descriptive fields to the existing list (such as service area, organization type, etc.). Findings from this activity will provide the basis for a mapping analysis (see Task #6) and the final national LAA list update (see Task #8), and shall be used to develop protocols for listening sessions (see Task #7).

6. LAA Mapping with Demographics

As a tool to assess the extent to which the NEA's list of LAAs is representative of communities nationwide, the contractor shall use GIS software (preferably ArcGIS). The contractor will map the working national list of LAAs (refined through the portfolio review, typology, and literature scan) together with socio-economic and demographic data (e.g., from the U.S. Census American Community Survey) to understand gaps in service to underserved communities. Demographic indicators may include, but are not limited to, prevalent race/ethnicity, poverty rates, metropolitan size, broadband access, educational attainment, and disability rates by county and/or ZIP code. Based on these findings, the contractor shall identify key areas of the country that have low representations of LAAs in direct and sub-grantee portfolios. The contractor shall produce an analytical memo (*Deliverable #8*) before starting this analysis with a description of methods, including the weighting of certain factors (such as awards size, population, etc.) based on findings from the grant portfolio and typology analyses. The analytical memo (not to exceed 5 pages) will be sent to the COR 7 business days in advance of starting the geospatial analysis. The contractor shall produce 3-5 maps of the U.S. with LAAs overlaid with selected demographics. The contractor shall also produce a memo (not to exceed 8 pages) summarizing key findings from the geographic analysis (*Deliverable #9*).

7. Listening Sessions with LAAs

The contractor shall conduct between 5-7 virtual listening sessions with up to 9 LAAs per session to understand whether the NEA's current award eligibility criteria and designation requirements capture key characteristics of the field and whether findings from the grant portfolio and typology analysis are inclusive of the entire LAA field. The listening sessions should also address gaps found in the mapping analysis (see Task #7) and probe for differences in functions, activities, funding sources, and emergent needs of LAAs. The contractor shall be responsible for identifying and inviting LAA representatives for each listening session in consultation with NEA staff. LAA representatives invited should include LAAs that currently meet the NEA's eligibility criteria as well as institutions that currently do not meet these criteria. The NEA recommends that the contractor pay a stipend equivalent to a living wage, but the contractor is responsible for the final decision

on compensation.⁸ The COR will work with the contractor to ensure that this data collection is compliant with the Paperwork Reduction Act.⁹

The contractor shall work with the COR to establish unique content and protocols for each listening session, which could be tailored to LAAs' regional location (6 regions, according to RAO jurisdictions), LAAs' organizational structures found in the typology analysis, and/or LAAs' demographic characteristics identified through the mapping analysis to ensure reach to underserved populations. The contractor shall draft a facilitation guide (not to exceed 10 pages) outlining the approach to individual listening sessions, a protocol and agenda for each session that includes unique questions tailored to each group, and a description of the qualitative analysis method for synthesizing feedback (*Deliverable #10*). This guide will be sent to the COR at least 7 business days in advance of sending out invitations to participants. The contractor is responsible for scheduling and hosting sessions on a virtual platform, developing session agendas, leading large group and small group discussions/sharing/whiteboarding, notetaking, or otherwise documenting key concepts and discussion points during each convening. These consultations will also be used to develop the research questions (see Task #11). Based on participation in these listening sessions, the contractor may consider inviting additional LAA representatives to the TWG if the conversations have identified emerging gaps related to expertise and geographic/demographic representation.

The contractor shall synthesize research activities completed to date (Tasks #3, #5-7) with a summary report (*Deliverable #11*) that will provide a basis for developing research questions and a research plan (Task 9). The report shall not exceed 20 pages (excluding appendices) and shall incorporate findings from the literature scan, the award and subaward portfolio review, typology analysis, GIS analysis, and LAA listening sessions. The report shall highlight different characteristics and organizational structures present in the LAA field; gaps in currently available data; key themes from the listening sessions; and emergent strengths and needs of the LAA field.

8. National list of LAAs and Recommendations for Eligibility Criteria

Based on the literature scan, the grant portfolio and typology analysis, mapping analysis, and listening sessions, the contractor shall work with NEA staff to update a national list of LAAs (*Deliverable #12*). The contractor shall update the existing Excel document with LAAs, add in relevant descriptive fields related to application/grantee characteristics, typology, primary sources of funding, and demographic characteristics of its surrounding area. These descriptive fields would have been uncovered through previous analysis. Where possible, the list should also include fields on the service area of LAAs. As part of this deliverable, the contractor shall provide recommendations for updated eligibility

⁸ The contractor may use an online living wage calculator that is based on geography (e.g., <https://livingwage.mit.edu/>).

⁹ For more information about the types of data collection that fall under the scope of the Paperwork Reduction Act please review the web page, [A guide to the Paperwork Reduction Act: Do I need clearance?](#)

criteria to be used by the NEA in the future. These recommendations should be included in a memo (not to exceed 5 pages) summarizing the research methods that were conducted and findings that led to these recommendations (*Deliverable #13*).

9. Research Question Development in Consultation with Agency Staff and External Partners

The contractor shall, in coordination with agency staff and the TWG, develop research questions to address through a mixed methods study. Question development will be informed by work conducted in Tasks #3, #5-7.

The contractor shall conduct two rounds of consultations with NEA staff (to be identified by the COR, but including staff members who cover the following portfolios or topics: LAAs and local partnerships; design and creative placemaking; equity; and arts education) and the TWG. The first round of consultations will consist of 2 meetings (one with internal staff, one with the TWG) and will probe for key questions to be addressed through the research study. After the first round, the contractor shall draft research questions with feedback from the COR. The second round of consultations (2 meetings with the same individuals) will refine the research questions and ensure that questions receive buy-in from internal staff and external partners. The contractor is responsible for scheduling and hosting meetings on a virtual platform, developing session agendas, leading large group and small group discussions/sharing/whiteboarding, notetaking, or otherwise documenting key concepts and discussion points during each meeting.

Research questions may cover the following suggested topics, but topics will be refined to prioritize key questions through the consultation process:

- The median and range of LAA budget size and sources of revenue;
- LAA leadership, governance, and staffing characteristics and trends;
- The range of LAA activities, including but not limited to programming, grantmaking, and public art ordinances;
- The state- and local-level legal and regulatory infrastructure that affects and/or governs LAAs;
- How LAAs' service areas are defined and the characteristics of these service areas (such as demographic characteristics of constituencies and the number and types of other funders or arts nonprofits in those areas); and the role that LAAs play in the broader regional or local arts ecosystems;
- The degree to which LAAs engage in cross-sectoral programs or activities that integrate arts strategies in support of health, economic, environmental, and other outcomes; and what lessons have been learned from those efforts;
- The nature of LAA relationships with SAAs, with county/local governments, and with private foundations, local arts organizations, artists, art schools, colleges and universities, and other key partners;

- The degree to which LAAs are equipped to play a role in arts-infused civic infrastructure and the roles LAAs play or could play in local civic infrastructure;
- The benefits LAAs currently derive from the federal government, especially the NEA; barriers in accessing those benefits, and any possible solutions;
- The degree to which LAAs address historically underserved communities through leadership and staffing, governance, grantmaking, and other services; and
- LAA structures or innovations that appear to promote long-term sustainability of local arts ecosystems, particularly during and after the COVID-19 pandemic.

The contractor shall provide a memo (not to exceed 8 pages) stating the finalized research questions and sub-questions (as needed) that will guide the mixed-methods study. The memo will summarize the consultations with staff and external partners, and connect the research questions to pertinent findings from the previous research activities completed in Tasks #3, #5-7 (*Deliverable #14*).

10. Research Plan for Mixed Methods Study

Following approval of the research questions, the contractor shall create a research plan for a mixed-methods study that builds on findings from the previous research activities (Tasks #3, #5-7) and on consultations with key NEA staff and partners (*Deliverable #15*). The contractor shall work with the COR, other agency staff, and the TWG to revise research methods included in the plan. The plan may include, but is not limited to, the following data collection activities:

- A national survey of LAAs that addresses questions about LAA structure, budget, programming, and partners, and that serves as a needs assessment to inform recommendations for a technical assistance program. The survey framework, and the survey itself, also will be used to refine a working national list of LAAs.
- Case studies, focus groups, and/or interviews with: LAAs; local government officials operating outside LAAs; SAAs/RAOs; private foundation partners; and community members; the goal of these data collections will be to characterize the multiple roles that LAAs play in their communities, and how LAAs interact with other entities within regional or local arts ecosystems.

The research plan shall include all data collection, analysis, and reporting tasks to complete the mixed-methods study. The research plan shall not exceed 15 pages in length (including appendices). The plan shall include:

1. A description of the research design;
2. Identification of data collection methods and protocols, and use of secondary data (as appropriate);
3. An analytical plan, including a description of quantitative and qualitative analysis procedures;
4. Sampling strategies for each research task (as appropriate);

5. An overall study timeline;
6. Time/cost estimate broken down by each task;
7. An approach to the protection of human subjects/consent strategy (as appropriate), including copies of consent forms/protocols; and
8. A communications plan, including copies of correspondence with study participants.

11. Instruments and Protocols, Cognitive Testing, and Paperwork Reduction Act (PRA) Clearance Package

Based on the approved research plan, the contractor shall draft all instruments and protocols that were identified in the research plan (see Task #10) (*Deliverable #16*). Following instrument and protocol approval by the COR, the contractor shall draft a 60-day Federal Register Notice (the COR will provide a template for the contractor to use) (*Deliverable #17*) and conduct cognitive testing of the draft instruments and protocols (*Deliverable #18*). Based on the cognitive testing results, the contractor shall produce final instruments and protocols (*Deliverable #19*) and develop the requisite statements and forms for a PRA clearance package inclusive of all data collection instruments and protocols (*Deliverable #20*). The contractor shall prepare information related to respondent burden, a line item description of each instrument, and other information to support the NEA's clearance package for the Office of Management & Budget, as required by the PRA.

Dependent on the nature of the data collection, Institutional Review Board (IRB) clearance may prove necessary. The contractor shall obtain IRB clearance for this performance data collection prior to submission of the PRA clearance package to OMB. IRB clearance may be obtained from an institution of higher education affiliated with the contractor or through a commercial IRB.

The contractor shall conduct cognitive testing of all survey instruments and interview protocols and use results to modify and improve the overall forms and individual question items. Cognitive testing of the forms should take place with up to nine individuals per form; the individuals recruited for cognitive testing should be representative of the population that will complete the forms. The contractor shall be responsible for recruiting the sample of individuals and for scheduling and coordinating the testing in consultation with the COR. The NEA recommends that the contractor pay a stipend equivalent to a living wage, but the contractor is responsible for the final decision on compensation.¹⁰ The contractor shall draft an introductory letter to participants that the NEA shall send to introduce the purpose of, and establish the legitimacy of, the testing. The contractor shall prepare a brief report on cognitive testing results, including a discussion of how the forms

¹⁰ The contractor may use an online living wage calculator that is based on geography (e.g., <https://livingwage.mit.edu/>).

functioned and any implications or recommendations for the final instruments (*Deliverable #18*). The contractor shall schedule a meeting with the COR to discuss and seek approval for recommended changes to the forms.

Following the contractor’s modification of the forms, the NEA shall incorporate the forms into its PRA package to OMB for clearance. The contractor shall be responsible for any modification of forms as requested by the NEA until the time that the PRA clearance has been approved.

12. Technical Assistance to Agency Staff for Managing LAA Dataset

The contractor shall work with agency staff to create a data management plan for the maintenance of the national list of LAAs that was developed in Task #8 (*Deliverable #21*). The contractor will conduct 1-2 meetings with internal staff members (which will include at minimum staff from the Offices of Research & Analysis, Partnerships Division, and, if needed, Information Technology Management and Management & Budget) to discuss user work flow and protocols for data collection and storage. The plan shall include a detailed user flow description for maintenance of the LAA dataset and recommendations for tracking LAAs within the agency’s grants management database (eGMS). The plan should also include a time and cost estimate for periodic updates to the LAA list. The contractor is responsible for scheduling and hosting meetings on a virtual platform, developing session agendas, leading group discussions, notetaking, or otherwise documenting key discussion points during each meeting.

4. REQUIREMENTS FOR ALL REPORT DELIVERABLES

Each report deliverable resulting from this contract will include a Microsoft Word version. Consistent with other NEA publications, this report should follow The Chicago Manual of Style and the NEA style guide, which will be provided to the contractor at the time of award. Electronic versions of all tables, charts, graphs, and data visualizations should be submitted in the program that was used to create them (e.g., Excel, ArcGIS, Tableau), and the contractor shall work with NEA staff to determine an appropriate and compatible file format to use. The contractor shall be responsible for ensuring compatibility of submissions.

This is a tentatively proposed timeline. The timeline is subject to change at the NEA’s discretion up to contract award.

Deliverable #	Project Task	Key Deliverables (see numbered deliverables in Detailed Specifications section)*	Due Date
1	1. Project Kick-off Meeting	Memorandum	3 business days after kick-off meeting

2	2. Develop Task Order Work Plan	Detailed timeline and work plan	1 week after kick-off meeting (draft) 2 weeks after kick-off meeting (final)
3	3. Literature Scan	Literature scan summary report	5 weeks after kick-off meeting
4	4. Establish Technical Working Group (TWG)	TWG roster of members and guidelines	7 weeks after kick-off meeting
5	5. Typology Analysis of LAAs	Analytical memo	8 weeks after kick-off meeting
6		Summary report	12 weeks after kick-off meeting
7		Updated LAA list (draft)	14 weeks after kick-off meeting
8	6. Mapping of LAAs	Analytical memo	15 weeks after kick-off meeting
9		Demographic maps and memo*	18 weeks after kick-off meeting
10	7. Listening Sessions with LAAs	Facilitation guide	20 weeks after kick-off meeting
11		Summary report (including summary of listening sessions)*	26 weeks after kick-off meeting
12	8. National list of LAAs and Recommendations for Eligibility Criteria	Updated LAA list (final)	30 weeks after kick-off meeting
13		Memo on eligibility criteria	30 weeks after kick-off meeting
14	9. Research Questions Development in Consultation with Agency	Research questions and memo*	36 weeks after kick-off meeting

	Staff and External Partners		
15	10. Research Plan for Mixed Methods Study	Detailed research plan for mixed methods study*	40 weeks after kick-off meeting
16	11. Instruments and Protocols, Cognitive Testing, and Paperwork Reduction Act (PRA) Clearance Package	Instruments and protocols (draft)*	42 weeks after kick-off meeting
17		60-day Federal Register Notice	43 weeks after kick-off meeting
18		Cognitive testing plan	44 weeks after kick-off meeting
		Cognitive testing report	48 weeks after kick-off meeting
19		Instruments and protocols (final)	50 weeks after kick-off meeting
20		PRA clearance package (draft)	54 weeks after kick-off meeting
	PRA clearance package, with 30-day Federal Register Notice (final)	54 weeks after kick-off meeting	
21	12. Technical Assistance to Agency Staff for Managing LAA Dataset	Data management plan with recommendations for future LAA tracking*	58 weeks after kick-off meeting

* The contractor shall provide for up to three (3) rounds of feedback from the COR on all draft deliverables unless otherwise indicated in Section 3. This process is accounted for in the proposed timeline.

5. KEY PERSONNEL AND ORGANIZATION QUALIFICATIONS AND REQUIREMENTS

Project Manager

Education: Master's degree

Years of Experience: At least 5 years technical experience conducting projects similar in scope to the present study; 4 years supervisory experience

Experience & Other Requirements: Experience leading research studies that involve literature reviews; mixed-method designs; qualitative and quantitative data analysis; collecting information through interviews and focus groups; and producing briefs. Experience supervising projects similar in scope. Demonstrated ability to effectively and professionally interact with government program managers, the COR, and public stakeholders.

Organization Qualifications

Must have experience conducting the following tasks:

- *Planning and execution of studies with varying research designs including, but not limited to, secondary data analysis, case research, and qualitative data analysis.*
- *Analyzing arts and cultural data by conducting quantitative analysis including descriptive and inferential statistical analysis.*
- *Preparing relevant OMB forms and PRA clearance material.*
- *Producing designed elements such as charts, tables, graphs, maps, infographics, and other visualizations.*
- *Writing and producing research reports in a variety of formats.*

5. PLACE OF PERFORMANCE

The contractor's site will be the place of performance.

6. PERIOD OF PERFORMANCE

The period of performance will be 13 months.

7. SECURITY CONSIDERATIONS AND ORGANIZATIONAL CONFLICT OF INTEREST

It is the contractor's responsibility to assure the Government that there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5.

Per FAR 9.5, organizational conflicts of interest may result when factors create an actual or potential conflict of interest on a contract, or when the nature of the work to be performed on the contract creates an actual or potential conflict of interest on a future acquisition.

The contractor agrees that if an actual or potential OCI arises prior to or after award, the contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict. All actual or potential OCI situations shall be handled in accordance with FAR 9.5.

8. GOVERNMENT FURNISHED EQUIPMENT

The Government will not be providing any physical equipment.

9. TRAVEL

No travel is anticipated.

ATTACHMENT 1: Previous RFPs (Hyperlinks)

This document includes hyperlinks to previously issued RFPs (requests for proposals).

Poetry Out Loud Program Evaluation (RFP 16-19):

<https://sam.gov/opp/f07cf8d8a1b504ff6111c0fe4437033e/view>

National Endowment for the Arts Research Labs Technical Assistance Services BPA (RFQ1583463): <https://www.ebuy.gsa.gov/ebuyopen/>

NEA Statistics and Evidence-Based Reporting Center (140D0422Q0533):

<https://sam.gov/opp/1e39982178764e1c8365f9e7c1dd00f1/view>

Arts and Technology Field Scan (RFP 19-04):

<https://sam.gov/opp/7e34a5a8e0c0cb62aa615ca5ce8b4965/view>

SPPA Execute Planning Study 2 components Planning Phase Pilot Study (RFP 15-28):

<https://sam.gov/opp/6abecc106e484c98a849310d72cd86b8/view>

59310523S0005

Attachment 4 BPA Price Sheet

***Labor category descriptions shall include a summary of the roles and responsibilities, years of required experience and requisite education level for each labor category. Quoters shall clearly identify any labor categories that are subject to the Service Contract Labor Standards.**

	BPA Co
Task Area	
TOTAL	

Contractor Site Rates - Year 1

Labor Category	Labor Category Description*

Rate

59310523S0005

Attachment 5 BPA Day 1 Order Price Sheet (HBCU Study)

***Labor category descriptions shall include a summary of the roles and responsibilities, years of required experience and requisite education level for each labor category. Quoters shall clearly identify any labor categories that are subject to the Service Contract Labor Standards.**

Task Area	
Task 1	
	Sub-Total
Task 2	
	Sub-Total
Task 3	
	Sub-Total
Task 4	
	Sub-Total
Task 5	
	Sub-Total
Task 6a	
	Sub-Total

Task 6b	
	Sub-Total
Task 6c	
	Sub-Total
Task 6d	
	Sub-Total
Task 7	
	Sub-Total
Task 8	
	Sub-Total
ODC	
Total ODC	
TOTAL Contract Value	

59310523S0005

Attachment 6 BPA Day 1 Order Price Sheet (LAA Study)

***Labor category descriptions shall include a summary of the roles and responsibilities, years of required experience and requisite education level for each labor category. Quoters shall clearly identify any labor categories that are subject to the Service Contract Labor Standards.**

Task Area	
Task 1 + Project Management	
	Sub-Total
Task 2	
	Sub-Total
Task 3	
	Sub-Total
Task 4	
	Sub-Total
Task 5	
	Sub-Total
Task 6	
	Sub-Total

Task 7	
	Sub-Total
Task 8	
	Sub-Total
Task 9	
	Sub-Total
Task 10	
	Sub-Total
Task 11	
	Sub-Total
Task 12	
	Sub-Total
ODC	
Total ODC	
TOTAL Contract Value	

Discount %	Day 1 Order Rate	Offeror's Estimated Number of BPA Labor Hours per Labor Category	Total Estimated BPA Day 1 Order Price	Govt. Provided Estimated Labor Hours
				275
				36
				72
				68
				104
				104

FAR Deviation Clause
Executive Order 14042
Ensuring Adequate COVID Safety Protocols for Federal Contractors

Baseline is FAC 2021-07, published in the Federal Register on August 11, 2021.

September 24, 2021

PART 52—SOLICITATION PROVISIONS AND CONTRACT CLAUSES

Subpart 52.2—Text of Provisions and Clauses

[52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors.

ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)

(a) *Definition.* As used in this clause -

***United States or its outlying areas* means—**

- (1) The fifty States;**
- (2) The District of Columbia;**
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;**
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands;
and**
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.**

(b) *Authority.* This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) *Compliance.* The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of clause)]
