

February 13, 2009

Reference: Five (5) Opportunities to Prepare Monographs that Analyze Arts Participation and Specific Areas of Interest

Subject: Request for Proposal
Solicitation Number RFP-09-05
Unrestricted

Dear Offeror:

The National Endowment for the Arts (NEA) invites contractors to submit proposals for one or more of the services described in the attached statements of work, under the authority of Part 12 of the Federal Acquisition Regulation.

Enclosed you will find five (5) Statements of Work/solicitations that each request proposals for monographs that will address arts participation and factors such as age, arts learning, arts creation and performance, and media and technology from the newly available 2008 SPPA. Questions concerning these proposals shall be submitted via email to harrisl@arts.endow.gov by 2:00 pm (EST) February 25, 2009. Please submit your proposals by March 27, 2009 at 4:00 p.m. (EST). This RFP in no way obligates the U.S. Government to award a contract, nor does it commit the U.S. Government to pay any cost incurred in preparing and submitting your proposal.

The Government will award a contract resulting from each solicitation to the responsible offeror whose offer, conforming to that solicitation, will be most advantageous to the Government. Price and other factors considered. In order to select the winning offeror, NEA will rank offerors from best to worst. In addition to the narrative assessments prepared by the Evaluation Team for each evaluation factor, a point scoring system will be used to rank all technical proposals. The point scoring system uses a rating scale of 100%. However, NEA will not select an offeror for award on the basis of a superior capability without consideration of the amount of its price. NEA intends to make multiple awards under this solicitation.

This procurement is unrestricted. The NAICS code for this solicitation is 541720. The Government's estimate is approximately \$25,000.00 per monograph. The actual period of performance will be determined at the time of award; however we anticipate awarding a 10 month contract.

Proposals submitted in response to this RFP will be received by mail¹, email or delivery. Proposals may also be mailed to the attention of the undersigned at NEA.

Hand-Carried and Mailing Address:

National Endowment for the Arts
1100 Pennsylvania Ave., NW, Suite 618
Washington, DC 20506
Attention: Latonca M. Harris

E-Mail Address: harrisl@arts.endow.gov

¹ The National Endowment for the Arts continues to experience lengthy delays in the delivery of First-Class and Priority mail. In addition, contents are subject to an irradiation process that may damage material. Until normal mail service resumes, please consider using a commercial delivery service, particularly if you are sending time-sensitive material.

Proposals that are faxed will not be accepted. Proposals must be received by the closing date and time stated above. Please refer any questions concerning this request to Latonca M. Harris at (202) 682-5476 or by email at harrisl@arts.endow.gov.

Sincerely,
Latonca M. Harris

Latonca M. Harris
Contracting Officer
Grants & Contracts Office

Enclosures:

Section B, Supplies/Service and Prices
Section C, Description/Specifications/Statement of Work
Section D, Preservation, Packaging and Marking
Section E, Inspection and Acceptance
Section F, Deliveries or Performance
Section G, Contract Administration Data
Section H, Special Contract Requirements
Section I, Contract Clauses
Section J, List of Attachments
Section K, Representations, Certifications and Other Statements of Offerors
Section L, Instructions, Conditions and Notices to Offerors
Section M, Evaluation Factors for Award

SECTION B
SUPPLIES/SERVICES AND PRICES

B.1 General

(a) The contractor shall prepare a monograph for one or more of the solicitations that will examine and interpret data from the 2008, 2002, 1992, and 1982 Survey of Public Participation in the Arts (SPPA) in the United States for the National Endowment for the Arts, Office of Research & Analysis, located in Washington, DC.

(b) All unit prices are firm fixed rates.

The position below is subject to the Department of Labor's Wage Rates attached in Section J. It is incumbent upon the contractor to ensure full compliance with the appropriate Wage Determination.

B.3 Contract Type

Firm Fixed Price

AGE AND ARTS PARTICIPATION

Period of Performance: Date of Award through February 28, 2010

<u>ITEM</u> <u>No.</u>	<u>SUPPLIES OR SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1001	Age and Arts Participation Monograph from 1982, 1992, 2002, 2008 Survey of Public Participation in the Arts (SPPA)	1	Lot		
	GRAND TOTAL FFP				\$

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE OF WORK

The Contractor shall prepare a monograph that will examine and interpret data from the 2008, 2002, 1992, and 1982 Survey of Public Participation in the Arts (SPPA) related to differences in arts participation patterns across age groups and generational cohorts. The monograph should include an analysis of trends in participation from 1982 to 2008 and integrate data from other sources (such as other United States Census Bureau sources) as appropriate. The monograph should be approximately 45 to 50 pages in length.

This solicitation (RFP-09-05, item #1001) is one of five that requests monographs that will address arts participation and factors such as arts learning, arts creation and performance, race and ethnicity, and media and technology from the newly available 2008 SPPA. For these monographs, the Contractor will

examine and interpret data from the 2008, 2002, 1992, and 1982 surveys related to the potential link between these topics and arts creation and other types of arts participation. Applicants can submit proposals for one or more of the solicitations.

C.2 BACKGROUND

The Survey of Public Participation in the Arts (SPPA) is the single most important periodic study overseen by the NEA. The 2008 SPPA was conducted by the U.S. Census Bureau in May 2008 as a supplement to the Current Population Survey (CPS). (See attachment 1.) About 18,500 telephone interviews of adults lasting approximately 10 minutes each were conducted. The results from the survey will be provided in two forms: 1) printed tabulations derived from the electronic data file; and 2) an electronic data file (as an ASCII and a SAS transport file). Comparable national surveys of the adult population regarding their participation in the arts were conducted for the Arts Endowment in 1982, 1985, 1992, and 2002 by the Census Bureau, and in 1997, by a private contractor. Several NEA Research Reports have described the results of these surveys and can be found at http://www.nea.gov/research/ResearchReports_chrono.html. Mid-decade SPPAs (1985 and 1997) can be used at the discretion of the contractor. The results from the 1997 survey are often omitted from reports and monographs on the SPPA because of the different methodology used to conduct this survey. A private firm, Westat, Inc., conducted the 1997 SPPA using a random-digit dialing technique to obtain responses whereas the other SPPAs were conducted as supplements to major national household surveys.

The 2002 SPPA was the most recent survey prior to 2008. Results from the 2002 SPPA are summarized in Research Report #45, *2002 Survey of Public Participation in the Arts*. In addition, many NEA Research Reports, Brochures, and Notes have resulted from the general findings initially reported in the 2002 SPPA summary report, and they have sparked national conversations about the nature and extent of arts and cultural participation. Prominent examples are: *Reading at Risk: A Survey of Literary Reading in America*; *To Read or Not To Read: A Question of National Consequence*; and *The Arts and Civic Engagement: Involved in Arts, Involved in Life*.

Other publications and papers based on analyses of SPPA data on a variety of topics can be found on the agency's website: <http://www.nea.gov/research/index.html>. They include earlier Research Reports on the aging of arts participants, such as:

- *Age and Arts Participation: 1982-1997* (Research Report #42)
- *Age and Arts Participation with a Focus on the Baby Boomers* (Research Report #34)
- *Demographic Characteristics of Arts Attendance, 2002* (Research Note #82)
- *Demographic Characteristics of Arts Attendance, 1997* (Research Note #71)
- *Demographic Differences in Arts Participation Via Broadcast and Recorded Media: 1982-1992* (Research Note #52)
- *Demographic Differences in Arts Attendance: 1982-1992* (Research Note #51)
- *Age, Desire, and Barriers to Increased Attendance at Performing Arts Events and Art Museums* (Research Note #14)
- *Arts Participation by Baby Boomers* [located in ERIC # ED 390726]
- *Age Factors in Arts Participation: 1982-1992* [located in ERIC # ED 390729]

Greater empirical knowledge of the relationship between age and arts participation will support a key component of the NEA's mission: to bring the arts to all Americans. The proposed monograph will examine the aging of arts audiences and the role that age and generational characteristics play in predicting levels of arts attendance and arts creation. The monograph will provide results, analysis, and

comparisons of the 2008 SPPA with prior surveys in a concise, readable form accessible to a wide readership.

The draft Monograph will be due within 8 months of receipt of the data, and finalized within 30 days of receipt of NEA comments. This timely release of the results will enhance their utility to arts administrators, researchers, policy makers, journalists, and the American population in general.

The results of the 2008 SPPA are currently being analyzed by BBC Research & Consulting, a contractor preparing a summary report for fall 2009 availability. Additionally, a user manual is being compiled by Silber & Associates, which will provide technical parameters regarding the design and conduct of the 2008 SPPA (application of survey weights, sample size variance by module, survey design effect measures, comparability to prior SPPAs, etc.) that will permit researchers to readily conduct their own analyses of the data set. Awardees will receive draft chapters as they are completed (April and May 2009), starting with the most critical chapters for working with the data file.

The results of the 2008 SPPA will be made available to awardees as follows:

- (1) In print form: A set of unweighted and weighted frequencies for each variable on the 2008 SPPA survey instrument. 12 tables comparable to Research Report #39 (<http://www.arts.gov/pub/ResearchReports.html#Audiences>): Tables 1-3, 13, 15-16, 18-20, 22, 27, 28.
- (2) In electronic form: On a CD-ROM, both as a SAS transport file and an ASCII data file.

Data from earlier surveys can be downloaded from the Cultural Policy and Arts National Database at www.cpanda.org. The 2002 survey data also can be obtained from the National Bureau of Economic Research (www.nber.org).

C.3 DETAILED SPECIFICATIONS

C.3.1 The Contractor shall prepare a monograph (45-50 pages in length) describing arts participants by age profile and age cohort. The monograph will examine the age profile of arts participants, looking at specific art forms and trends in live attendance and participation through broadcast, recorded, and electronic media in the 2008, 2002, 1992, and 1982 SPPAs, interpreting changes over the two-and-a-half decades. The monograph will also examine specific age groups or generational cohorts to determine the changes that have occurred in their arts participation patterns over the time period covered by the five surveys. The monograph will pay special attention to young adults (i.e. 18-44-year-olds) from 1982 to 2008, and to the generational cohorts known as the Baby Boomers, Generation X, and the Millennials. This information will be examined in light of other demographic characteristics, lifestyle, and other pertinent variables available in the questionnaire.

Questions of particular interest include:

- 1) How do trends differ from what we observed in 1992 and 2002, with respect to all age groups, but in particular for the younger age cohorts and the Baby Boomers? Do we still see a “graying” of arts audiences?
- 2) Do we still see declining rates of arts participation in many art forms (and civic engagement) for the young adults’ cohort? If so, for which art forms? How is the degree and amount of arts participation affected?

- 3) Do we see any change in the types of arts Baby Boomers are now engaging in, versus previously, and have the degree and amount of arts participation changed for Boomers since 1992 and 2002?
- 4) How, if at all, do rates of arts-making and participation through electronic media differ between generational cohorts, particularly between young adults and Baby Boomers?

The monograph must utilize, but not necessarily be exclusively based on, data collected in the 2008, 2002, 1992, and 1982 surveys. Mid-decade SPPAs (1985 and 1997) can be used at the discretion of the contractor. Comparisons to the 2002 SPPA results will be particularly valuable since it also was conducted by the Census Bureau as a supplement to the CPS.

The 2008 SPPA questionnaire is similar to the 2002 instrument, but with some important differences. The 2008 instrument had core questions for all respondents and modules on different subject areas that were not asked of all respondents. Also, married respondents, or those living with partners, were asked to provide proxy responses for their spouse or partner. Finally, some new questions were included on the 2008 SPPA that will also require analysis and description. (See attachment 2.)

C.3.2 The Contractor shall be responsible for the data-processing necessary to produce frequency distributions, cross tabulations, correlation coefficients, regressions, and other forms of data analysis, as appropriate, and include the relevant outputs in a technical appendix to the monograph. The monograph shall include both full analytic text and a comprehensive Executive Summary summarizing the observations and conclusions from the analysis.

C.3.3 The final product from this contract will include an electronic version of the Report with the text in Microsoft Word and tables in Excel.

ARTS CREATION AND PERFORMANCE AND ARTS PARTICIPATION

Period of Performance: Date of Award through February 28, 2010

<u>ITEM No.</u>	<u>SUPPLIES OR SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1002	Arts Creation, Performance, and Arts Participation Monograph from 1982, 1992, 2002, 2008 Survey of Public Participation in the Arts (SPPA)	1	Lot		
	GRAND TOTAL FFP				\$

SECTION C DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE OF WORK

The Contractor shall prepare a monograph that will examine and interpret data from the 2008, 2002, 1992, and 1982 Survey of Public Participation in the Arts (SPPA) related to the potential link between arts creation and other types of arts participation. The monograph should include an analysis of trends in

arts creation and its correlation to arts participation from 1982 to 2008 and integrate data from other sources (such as other United States Census Bureau sources) as appropriate. The monograph should be approximately 45 to 50 pages in length.

This solicitation (RFP-09-05, item #1002) is one of five that requests monographs that will address arts participation and factors such as age, arts learning, race and ethnicity, and media and technology from the newly available 2008 SPPA. For these monographs, the Contractor will examine and interpret data from the 2008, 2002, 1992, and 1982 surveys related to the potential link between these topics and arts creation and other types of arts participation. Applicants can submit proposals for one or more of the solicitations.

C. 2 BACKGROUND

The Survey of Public Participation in the Arts (SPPA) is the single most important periodic study overseen by the NEA. The 2008 SPPA was conducted by the U.S. Census Bureau in May 2008 as a supplement to the Current Population Survey (CPS). (See attachment 1.) About 18,500 telephone interviews of adults lasting approximately 10 minutes each were conducted. The results from the survey will be provided in two forms: 1) printed tabulations derived from the electronic data file; and 2) an electronic data file (as an ASCII and a SAS transport file). Comparable national surveys of the adult population regarding their participation in the arts were conducted for the Arts Endowment in 1982, 1985, 1992, and 2002 by the Census Bureau, and in 1997, by a private contractor. Several NEA Research Reports have described the results of these surveys and can be found at http://www.nea.gov/research/ResearchReports_chrono.html. Mid-decade SPPAs (1985 and 1997) can be used at the discretion of the contractor. The results from the 1997 survey are often omitted from reports and monographs on the SPPA because of the different methodology used to conduct this survey. A private firm, Westat, Inc., conducted the 1997 SPPA using a random-digit dialing technique to obtain responses whereas the other SPPAs were conducted as supplements to major national household surveys.

The 2002 SPPA was the most recent survey prior to 2008. Results from the 2002 SPPA are summarized in Research Report #45, *2002 Survey of Public Participation in the Arts*. In addition, many NEA Research Reports, Brochures, and Notes have resulted from the general findings initially reported in the 2002 SPPA summary report, and they have sparked national conversations about the nature and extent of arts and cultural participation. Prominent examples are: *Reading at Risk: A Survey of Literary Reading in America*; *To Read or Not To Read: A Question of National Consequence*; and *The Arts and Civic Engagement: Involved in Arts, Involved in Life*.

Other publications and papers based on analyses of SPPA data on a variety of topics can be found on the agency's website: <http://www.nea.gov/research/index.html>. This includes earlier publications on the relationship between arts creation and arts participation, such as: *Americans Personal Participation in the Arts: 1992* (located in ERIC # ED 404273).

Greater empirical understanding of the relationship between arts creation and arts participation will support two key components of the NEA's mission: to provide leadership in arts education, and to bring the arts to all Americans. This is a new emphasis for the NEA as patterns in arts creation has been explored only on a limited basis in the past. In previous years, the SPPA has included a series of standard questions about arts creation, but in 2008, the survey featured new questions on the topic, such as whether the respondent used the Internet to create or post creative works. Using data from all such questions, the proposed monograph will examine the role that arts creation plays in predicting arts attendance and arts performance and will provide results, analysis, and comparisons of the 2008 SPPA with prior surveys in a concise, readable form accessible to a wide readership.

The draft Monograph will be due within 8 months of receipt of the data, and finalized within 30 days of receipt of NEA comments. This timely release of the results will enhance their utility to arts administrators, researchers, policy makers, journalists, and the American population in general.

The results of the 2008 SPPA are currently being analyzed by BBC Research & Consulting, a contractor preparing a summary report for fall 2009 availability. Additionally, a user manual is being compiled by Silber & Associates, which will provide technical parameters regarding the design and conduct of the 2008 SPPA (application of survey weights, sample size variance by module, survey design effect measures, comparability to prior SPPAs, etc.) that will permit researchers to readily conduct their own analyses of the data set. Awardees will receive draft chapters as they are completed (April and May 2009), starting with the most critical chapters for working with the data file.

The results of the 2008 SPPA will be made available to awardees as follows:

- (1) In print form: A set of unweighted and weighted frequencies for each variable on the 2008 SPPA survey instrument. 12 tables comparable to Research Report #39 (<http://www.arts.gov/pub/ResearchReports.html#Audiences>): Tables 1-3, 13, 15-16, 18-20, 22, 27, 28.
- (2) In electronic form: On a CD-ROM, both as a SAS transport file and an ASCII data file.

Data from earlier surveys can be downloaded from the Cultural Policy and Arts National Database at www.cpanda.org. The 2002 survey data also can be obtained from the National Bureau of Economic Research (www.nber.org).

C.3 DETAILED SPECIFICATIONS

C.3.1 The Contractor shall prepare a monograph (45-50 pages in length) examining and interpreting data on the correlation between arts creation and arts participation in the 2008, 2002, 1992, and 1982 SPPAs. The SPPA captures information on personal participation in the arts such as creating drawings or photographs, composing music, playing a musical instrument, singing in choirs, or writing poetry or short stories. The monograph will analyze relationships between personally doing or creating art and other forms of arts participation such as attending live arts events or listening to or watching broadcast art. This information will be examined in light of other demographic characteristics, lifestyle, and other pertinent variables available in the questionnaire.

Questions of particular interest include:

- 1) How does arts participation vary by type of arts creation? Is arts creation a strong predictor of arts participation? For which types or genres?
- 2) Does arts creation vary by age group and generational cohort? For which types and genres?
- 3) What is the nature of arts creation online? Does it vary over time or by age group or generational cohort?
- 4) How do demographic and behavioral traits of those personally doing or creating art differ from those who attend arts performances or watch or listen to arts broadcasts?
- 5) How does arts education play a role in levels of arts creation?
- 6) Has the creation of art varied over time? For which types or genres?

The monograph must utilize, but not necessarily be exclusively based on, data collected in the 2008, 2002, 1992, and 1982 surveys. Mid-decade SPPAs (1985 and 1997) can be used at the discretion of the

contractor. Comparisons to the 2002 SPPA results will be particularly valuable since it also was conducted by the Census Bureau as a supplement to the CPS. The 2008 SPPA questionnaire is similar to the 2002 instrument, but with some important differences. The 2008 instrument had core questions for all respondents and modules on different subject areas that were not asked of all respondents. Also, married respondents, or those living with partners, were asked to provide proxy responses for their spouse or partner. Finally, some new questions were included on the 2008 SPPA that will also require analysis and description. (See attachment 2.)

C.3.2 The Contractor shall be responsible for the data-processing necessary to produce frequency distributions, cross tabulations, correlation coefficients, regressions, and other forms of data analysis, as appropriate, and include the relevant outputs in a technical appendix to the monograph. The monograph shall include both full analytic text and a comprehensive Executive Summary summarizing the observations and conclusions from the analysis.

C.3.3 The final product from this contract will include an electronic version of the Report with the text in Microsoft Word and tables in Excel.

ARTS LEARNING AND ARTS PARTICIPATION

Period of Performance: Date of Award through February 28, 2010

<u>ITEM No.</u>	<u>SUPPLIES OR SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1003	Arts Learning and Arts Participation Monograph from 1982, 1992, 2002, 2008 Survey of Public Participation in the Arts (SPPA)	1	Lot		
	GRAND TOTAL FFP				\$

SECTION C DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE OF WORK

The Contractor shall prepare a monograph that will examine and interpret data from the 2008, 2002, 1992, and 1982 Survey of Public Participation in the Arts (SPPA) related to the potential effects on arts participation of: 1) current or past instruction and training in the arts; 2) exposure to the arts at early ages; 3) overall educational attainment. The monograph should include an analysis of trends in arts education and participation from 1982 to 2008 and integrate data from other sources (such as other United States Census Bureau sources) as appropriate. The monograph should be approximately 45 to 50 pages in length.

This solicitation (RFP-09-05, item #1003) is one of five that request monographs that will address arts participation and factors such as age, arts creation and performance, race and ethnicity, and media and technology from the newly available 2008 SPPA. For these monographs, the Contractor will examine and

interpret data from the 2008, 2002, 1992, and 1982 surveys related to the potential link between these topics and arts creation and other types of arts participation. Applicants can submit proposals for one or more of the solicitations.

C. 2 BACKGROUND

The Survey of Public Participation in the Arts (SPPA) is the single most important periodic study overseen by the NEA. The 2008 SPPA was conducted by the U.S. Census Bureau in May 2008 as a supplement to the Current Population Survey (CPS). (See attachment 1.) About 18,500 telephone interviews of adults lasting approximately 10 minutes each were conducted. The results from the survey will be provided in two forms: 1) printed tabulations derived from the electronic data file; and 2) an electronic data file (as an ASCII and a SAS transport file). Comparable national surveys of the adult population regarding their participation in the arts were conducted for the Arts Endowment in 1982, 1985, 1992, and 2002 by the Census Bureau, and in 1997, by a private contractor. Several NEA Research Reports have described the results of these surveys and can be found at http://www.nea.gov/research/ResearchReports_chrono.html. Mid-decade SPPAs (1985 and 1997) can be used at the discretion of the contractor. The results from the 1997 survey are often omitted from reports and monographs on the SPPA because of the different methodology used to conduct this survey. A private firm, Westat, Inc., conducted the 1997 SPPA using a random-digit dialing technique to obtain responses whereas the other SPPAs were conducted as supplements to major national household surveys.

The 2002 SPPA was the most recent survey prior to 2008. Results from the 2002 SPPA are summarized in Research Report #45, *2002 Survey of Public Participation in the Arts*. In addition, many NEA Research Reports, Brochures, and Notes have resulted from the general findings initially reported in the 2002 SPPA summary report, and they have sparked national conversations about the nature and extent of arts and cultural participation. Prominent examples are: *Reading at Risk: A Survey of Literary Reading in America*; *To Read or Not To Read: A Question of National Consequence*; and *The Arts and Civic Engagement: Involved in Arts, Involved in Life*.

Other publications and papers based on analyses of SPPA data on a variety of topics can be found on the agency's website: <http://www.nea.gov/research/index.html>. They include earlier Research Reports on arts education, such as: *Effects of Arts Education on Participation in the Arts* (Research Report #36) and *Socialization and Participation in the Arts* (Research Report #21).

Greater empirical understanding of the relationship between arts learning and arts participation will support two components of the NEA's mission: to provide leadership in arts education, and to bring the arts to all Americans. In previous years, the SPPA has included a series of standard questions about arts education, but in 2008, the survey featured new questions on the topic. The new questions addressed, for the first time, participation in arts events and private arts lessons by the survey respondent's children and the respondent's attendance at arts events at an elementary, middle, or high school. Using data from all such questions, the proposed monograph will examine arts learning and the role that arts education plays in predicting arts attendance, arts performance and/or creation of artworks. The monograph will provide results, analysis, and comparisons of the 2008 SPPA with prior surveys in a concise, readable form accessible to a wide readership.

The draft Monograph will be due within 8 months of receipt of the data, and finalized within 30 days of receipt of NEA comments. This timely release of the results will enhance their utility to arts administrators, researchers, policy makers, journalists, and the American population in general.

The results of the 2008 SPPA are currently being analyzed by BBC Research & Consulting, a contractor preparing a summary report for fall 2009 availability. Additionally, a user manual is being compiled by Silber & Associates, which will provide technical parameters regarding the design and conduct of the 2008 SPPA (application of survey weights, sample size variance by module, survey design effect measures, comparability to prior SPPAs, etc.) that will permit researchers to readily conduct their own analyses of the data set. Awardees will receive draft chapters as they are completed (April and May 2009), starting with the most critical chapters for working with the data file.

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- (1) In print form: A set of unweighted and weighted frequencies for each variable on the 2008 SPPA survey instrument. 12 tables comparable to Research Report #39 (<http://www.arts.gov/pub/ResearchReports.html#Audiences>): Tables 1-3, 13, 15-16, 18-20, 22, 27, 28.
- (2) In electronic form: On a CD-ROM, both as a SAS transport file and an ASCII data file.

Data from earlier surveys can be downloaded from the Cultural Policy and Arts National Database at www.cpanda.org. The 2002 survey data also can be obtained from the National Bureau of Economic Research (www.nber.org).

C.3 DETAILED SPECIFICATIONS

C.3.1 The Contractor shall prepare a monograph (45-50 pages in length) examining and interpreting data related to the potential effects on arts participation of: 1) current or past instruction and training in the arts; 2) exposure to the arts at early ages; 3) overall educational attainment in the 2008, 2002, 1992, and 1982 SPPAs. The monograph will analyze this relationship for each type of art activity participated in, whether via live attendance, through broadcasted, recorded or electronic media, or through individual performance or creation. This information will be examined in light of other demographic characteristics, lifestyle, and other pertinent variables available in the questionnaire.

Questions of particular interest include:

- 1) Does prior arts education exposure have an effect on the likelihood of any type of current arts participation?
- 2) Does the amount of arts participation (e.g., number of events attended in the course of a year) vary in relation to the level of arts learning of the respondent and/or the respondent's child(ren)?
- 3) Moreover, how does exposure to arts education correlate with the creation of artworks or arts performances versus attendance at arts events?

The monograph must utilize, but not necessarily be exclusively based on, data collected in the 2008, 2002, 1992, and 1982 surveys. Mid-decade SPPAs (1985 and 1997) can be used at the discretion of the contractor. Comparisons to the 2002 SPPA results will be particularly valuable since it also was conducted by the Census Bureau as a supplement to the CPS. The 2008 SPPA questionnaire is similar to the 2002 instrument, but with some important differences. The 2008 instrument had core questions for all respondents and modules on different subject areas that were not asked of all respondents. Also, married respondents, or those living with partners, were asked to provide proxy responses for their spouse or partner. Finally, some new questions were included on the 2008 SPPA that will also require analysis and description. (See attachment 2.)

C.3.2 The Contractor shall be responsible for the data-processing necessary to produce frequency distributions, cross tabulations, correlation coefficients, regressions, and other forms of data analysis, as appropriate, and include the relevant outputs in a technical appendix to the monograph. The monograph shall include both full analytic text and a comprehensive Executive Summary summarizing the observations and conclusions from the analysis.

C.3.3 The final product from this contract will include an electronic version of the Report with the text in Microsoft Word and tables in Excel.

MEDIA, TECHNOLOGY, AND ARTS PARTICIPATION

Period of Performance: Date of Award through February 28, 2010

<u>ITEM No.</u>	<u>SUPPLIES OR SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1004	Media, Technology, and Arts Participation Monograph from 1982, 1992, 2002, 2008 Survey of Public Participation in the Arts (SPPA)	1	Lot		
	GRAND TOTAL FFP				\$

SECTION C DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE OF WORK

The Contractor shall prepare a monograph that will examine and interpret data from the 2008, 2002, 1992, and 1982 Survey of Public Participation in the Arts (SPPA) related to the role played by media and technology in arts participation and arts-making. The monograph should include an analysis of trends in participation from 1982 to 2008 and integrate data from other sources (such as other United States Census Bureau sources) as appropriate. The monograph should be approximately 45 to 50 pages in length.

This solicitation (RFP-09-05, item #1004) is one of five that requests monographs that will address arts participation and factors such as age, arts learning, arts creation and performance, and race and ethnicity from the newly available 2008 SPPA. For these monographs, the Contractor will examine and interpret data from the 2008, 2002, 1992, and 1982 surveys related to the potential link between these topics and arts creation and other types of arts participation. Applicants can submit proposals for one or more of the solicitations.

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The Survey of Public Participation in the Arts (SPPA) is the single most important periodic study overseen by the NEA. The 2008 SPPA was conducted by the U.S. Census Bureau in May 2008 as a supplement to the Current Population Survey (CPS). (See attachment 1.) About 18,500 telephone interviews of adults lasting approximately 10 minutes each were conducted. The results from the survey

will be provided in two forms: 1) printed tabulations derived from the electronic data file; and 2) an electronic data file (as an ASCII and a SAS transport file). Comparable national surveys of the adult population regarding their participation in the arts were conducted for the Arts Endowment in 1982, 1985, 1992, and 2002 by the Census Bureau, and in 1997, by a private contractor. Several NEA Research Reports have described the results of these surveys and can be found at http://www.nea.gov/research/ResearchReports_chrono.html. Mid-decade SPPAs (1985 and 1997) can be used at the discretion of the contractor. The results from the 1997 survey are often omitted from reports and monographs on the SPPA because of the different methodology used to conduct this survey. A private firm, Westat, Inc., conducted the 1997 SPPA using a random-digit dialing technique to obtain responses whereas the other SPPAs were conducted as supplements to major national household surveys.

The 2002 SPPA was the most recent survey prior to 2008. Results from the 2002 SPPA are summarized in Research Report #45, *2002 Survey of Public Participation in the Arts*. In addition, many NEA Research Reports, Brochures, and Notes have resulted from the general findings initially reported in the 2002 SPPA summary report, and they have sparked national conversations about the nature and extent of arts and cultural participation. Prominent examples are: *Reading at Risk: A Survey of Literary Reading in America*; *To Read or Not To Read: A Question of National Consequence*; and *The Arts and Civic Engagement: Involved in Arts, Involved in Life*.

Other publications and papers based on analyses of SPPA data on a variety of topics can be found on the agency's website: <http://www.nea.gov/research/index.html>. They include earlier publications on the role of technology in arts participation, such as: *Turning On and Tuning In: Public Participation in the Arts Via Media in the United States* (Research Report #33); *Demographic Differences in Arts Participation via Broadcast and recorded Media: 1982-1992* (Research Note #52); and *Audience Crossover: Media Participation and Attending Live Events* (Research Note #12).

Greater empirical understanding of the relationship between media, technology and arts participation will support a key component of the NEA's mission: to bring the arts to all Americans. In previous years, the SPPA has included a series of standard questions about engagement in the arts through recorded and broadcast media, but in 2008, the survey featured new questions on participation through electronic media. These questions covered a wider range of electronic media and included some new inquiries about use of the Internet to create or post blogs and art work as well as watch, listen, or download arts content such as performances or exhibits. Using data from all such questions, the proposed monograph will examine the role that technology plays in arts attendance, arts performance and/or creation of artworks and will provide results, analysis, and comparisons of the 2008 SPPA results, to the extent possible, with prior surveys in a concise, readable form accessible to a wide readership.

The draft Monograph will be due within 8 months of receipt of the data, and finalized within 30 days of receipt of NEA comments. This timely release of the results will enhance their utility to arts administrators, researchers, policy makers, journalists, and the American population in general.

The results of the 2008 SPPA are currently being analyzed by BBC Research & Consulting, a contractor preparing a summary report for fall 2009 availability. Additionally, a user manual is being compiled by Silber & Associates, which will provide technical parameters regarding the design and conduct of the 2008 SPPA (application of survey weights, sample size variance by module, survey design effect measures, comparability to prior SPPAs, etc.) that will permit researchers to readily conduct their own analyses of the data set. Awardees will receive draft chapters as they are completed (April and May 2009), starting with the most critical chapters for working with the data file.

The results of the 2008 SPPA will be made to awardees available as follows:

- (1) In print form: A set of unweighted and weighted frequencies for each variable on the 2008 SPPA survey instrument. 12 tables comparable to Research Report #39 (<http://www.arts.gov/pub/ResearchReports.html#Audiences>): Tables 1-3, 13, 15-16, 18-20, 22, 27, 28.
- (2) In electronic form: On a CD-ROM, both as a SAS transport file and an ASCII data file.

Data from earlier surveys can be downloaded from the Cultural Policy and Arts National Database at www.cpanda.org. The 2002 survey data also can be obtained from the National Bureau of Economic Research (www.nber.org).

C.3 DETAILED SPECIFICATIONS

C.3.1 The Contractor shall prepare a monograph (45-50 pages in length) examining and interpreting data related to the relationship between technology, arts participation, and arts making in the 2008, 2002, 1992, and 1982 SPPAs. The monograph will analyze this relationship for each type of art activity participated in, whether through broadcasted, recorded or electronic media, and how this correlates, if at all, with live attendance, individual performance, and/or arts creation. This information will be examined in light of other demographic characteristics, lifestyle, and other pertinent variables available in the questionnaire.

Questions of particular interest include:

- 1) Is listening to or watching broadcasts or recordings (including television, radio, or internet) of the performing arts linked to greater levels of live attendance? In other words, are broadcasts and recordings substitutes for live performing arts attendance, or do they complement each other?
- 2) How do different media and technologies facilitate new ways of creating or consuming art?
- 3) Which types of participation and making do those technologies complement, and for which demographic groups (e.g., by income, education, or race/ethnicity)?

The monograph must utilize, but not necessarily be exclusively based on, data collected in the 2008, 2002, 1992, and 1982 surveys. Mid-decade SPPAs (1985 and 1997) can be used at the discretion of the contractor. Comparisons to the 2002 SPPA results will be particularly valuable since it also was conducted by the Census Bureau as a supplement to the CPS. The 2008 SPPA questionnaire is similar to the 2002 instrument, but with some important differences. The 2008 instrument had core questions for all respondents and modules on different subject areas that were not asked of all respondents. Also, married respondents, or those living with partners, were asked to provide proxy responses for their spouse or partner. Finally, some new questions were included on the 2008 SPPA that will also require analysis and description. (See attachment 2.)

C.3.2 The Contractor shall be responsible for the data-processing necessary to produce frequency distributions, cross tabulations, correlation coefficients, regressions, and other forms of data analysis, as appropriate, and include the relevant outputs in a technical appendix to the monograph. The monograph shall include both full analytic text and a comprehensive Executive Summary summarizing the observations and conclusions from the analysis.

C.3.3 The final product from this contract will include an electronic version of the Report with the text in Microsoft Word and tables in Excel.

RACE, ETHNICITY, AND ARTS PARTICIPATION

Period of Performance: Date of Award through February 28, 2010

<u>ITEM No.</u>	<u>SUPPLIES OR SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1005	Race, Ethnicity, and Arts Participation Monograph from 1982, 1992, 2002, 2008 Survey of Public Participation in the Arts (SPPA)	1	Lot		
	GRAND TOTAL FFP				\$

SECTION C DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE OF WORK

The Contractor shall prepare a monograph that will examine and interpret data from the 2008, 2002, 1992, and 1982 Survey of Public Participation in the Arts (SPPA) related to the relationship between race, ethnicity, and arts participation. The monograph should include an analysis of trends in participation by racial and ethnic groups from 1982 to 2008 and integrate data from other sources (such as other United States Census Bureau sources) as appropriate. The monograph should be approximately 45 to 50 pages in length.

This solicitation (RFP-09-05, item #1005) is one of five that requests monographs that will address arts participation and factors such as age, arts learning, arts creation and performance, and media and technology from the newly available 2008 SPPA. For these monographs, the Contractor will examine and interpret data from the 2008, 2002, 1992, and 1982 surveys related to the potential link between these topics and arts creation and other types of arts participation. Applicants can submit proposals for one or more of the solicitations.

C. 2 BACKGROUND

The Survey of Public Participation in the Arts (SPPA) is the single most important periodic study overseen by the NEA. The 2008 SPPA was conducted by the U.S. Census Bureau in May 2008 as a supplement to the Current Population Survey (CPS). (See attachment 1.) About 18,500 telephone interviews of adults lasting approximately 10 minutes each were conducted. The results from the survey will be provided in two forms: 1) printed tabulations derived from the electronic data file; and 2) an electronic data file (as an ASCII and a SAS transport file). Comparable national surveys of the adult population regarding their participation in the arts were conducted for the Arts Endowment in 1982, 1985, 1992, and 2002 by the Census Bureau, and in 1997, by a private contractor. Several NEA Research

Reports have described the results of these surveys and can be found at http://www.nea.gov/research/ResearchReports_chrono.html. Mid-decade SPPAs (1985 and 1997) can be used at the discretion of the contractor. The results from the 1997 survey are often omitted from reports and monographs on the SPPA because of the different methodology used to conduct this survey. A private firm, Westat, Inc., conducted the 1997 SPPA using a random-digit dialing technique to obtain responses whereas the other SPPAs were conducted as supplements to major national household surveys.

The 2002 SPPA was the most recent survey prior to 2008. Results from the 2002 SPPA are summarized in Research Report #45, *2002 Survey of Public Participation in the Arts*. In addition, many NEA Research Reports, Brochures, and Notes have resulted from the general findings initially reported in the 2002 SPPA summary report, and they have sparked national conversations about the nature and extent of arts and cultural participation. Prominent examples are: *Reading at Risk: A Survey of Literary Reading in America*; *To Read or Not To Read: A Question of National Consequence*; and *The Arts and Civic Engagement: Involved in Arts, Involved in Life*.

Other publications and papers based on analyses of SPPA data on a variety of topics can be found on the agency's website: <http://www.nea.gov/research/index.html>. They include earlier Research Reports on the relationship between race and ethnicity and arts participation, such as: *Age and Arts Participation: 1982-1997* (Research Report #42); *Race, Ethnicity, and Arts Participation* (Research Report #25); and *Arts Participation and Race/Ethnicity, An Analysis of 1982, 1985, and 1992 SPPA Surveys* [located in ERIC # ED 398164].

Greater empirical understanding of the relationship between race, ethnicity, and arts participation will support a key component of the NEA's mission: to bring the arts to all Americans. The 2008 survey featured a new question on Latin, Spanish, and Salsa music, intended to give the NEA greater insight into the participation in this art form by a growing segment of the U.S. population, Hispanics and Latinos. Using data from this and other questions, the proposed monograph will examine the role that race and ethnicity play in predicting arts attendance, arts performance, and/or creation of artwork and will provide results, analysis, and comparisons of the 2008 SPPA with prior surveys in a concise, readable form accessible to a wide readership.

The draft Monograph will be due within 8 months of receipt of the data, and finalized within 30 days of receipt of NEA comments. This timely release of the results will enhance their utility to arts administrators, researchers, policy makers, journalists, and the American population in general.

The results of the 2008 SPPA are currently being analyzed by BBC Research & Consulting, a contractor preparing a summary report for fall 2009 availability. Additionally, a user manual is being compiled by Silber & Associates, which will provide technical parameters regarding the design and conduct of the 2008 SPPA (application of survey weights, sample size variance by module, survey design effect measures, comparability to prior SPPAs, etc.) that will permit researchers to readily conduct their own analyses of the data set. Awardees will receive draft chapters as they are completed (April and May 2009), starting with the most critical chapters for working with the data file.

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C.3 DETAILED SPECIFICATIONS

C.3.1 The Contractor shall prepare a monograph (45-50 pages in length) examining and interpreting data on the relationship between race, ethnicity, and arts participation in the 2008, 2002, 1992, and 1982 SPPAs. The monograph will analyze this relationship for each type of art activity participated in, whether via live attendance, through broadcasted, recorded or electronic media, or through individual performance or creation. This information will be examined in light of other demographic characteristics, lifestyle, and other pertinent variables available in the questionnaire.

Questions of particular interest include:

- 7) How does arts participation vary by race and ethnicity? Are race and ethnicity a strong predictor of arts participation? For which types or genres?
- 8) How does arts making vary by race and ethnicity? Are race and ethnicity strong predictors for arts creation and performance? For which types or genres?
- 9) Do broader demographic changes in racial and ethnic composition in the U.S. population influence arts participation trends?
- 10) How do patterns of racial/ethnic group participation in the arts compare with those of non-English speakers in each group?

The monograph must utilize, but not necessarily be exclusively based on, data collected in the 2008, 2002, 1992, and 1982 surveys. Mid-decade SPPAs (1985 and 1997) can be used at the discretion of the contractor. Comparisons to the 2002 SPPA results will be particularly valuable since it also was conducted by the Census Bureau as a supplement to the CPS. The 2008 SPPA questionnaire is similar to the 2002 instrument, but with some important differences. The 2008 instrument had core questions for all respondents and modules on different subject areas that were not asked of all respondents. Also, married respondents, or those living with partners, were asked to provide proxy responses for their spouse or partner. Finally, some new questions were included on the 2008 SPPA that will also require analysis and description, including a new question on engagement in Latin, Spanish, and Salsa music. (See attachment 2.)

C.3.2 The Contractor shall be responsible for the data-processing necessary to produce frequency distributions, cross tabulations, correlation coefficients, regressions, and other forms of data analysis, as appropriate, and include the relevant outputs in a technical appendix to the monograph. The monograph shall include both full analytic text and a comprehensive Executive Summary summarizing the observations and conclusions from the analysis.

C.3.3 The final product from this contract will include an electronic version of the Report with the text in Microsoft Word and tables in Excel.

F.2 Notice to the Government of Delays

Required services shall begin at time of award in accordance with the Statement of Work. The Contractor is responsible for carrying out its obligations under this contract by controlling the quality of all services rendered and ensuring performance of all contract requirements. To this end, the Contractor shall establish, maintain, and manage quality control throughout the life of this contract. In the event the Contractor encounters difficulty in meeting performance requirements, or when the contractor anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the Project Director, in writing, giving pertinent details. **The contractor shall provide these services within 48 hours of written notification**, however, this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

F.3 Deliverables

The contractor shall provide information regarding the content and format for each deliverable. Acceptance of all written documents and receipt of the data tabulations will be based upon the Endowment Project Director's review and approval. The Contractor shall provide any additional reports that may be requested by the Endowment Project Director.

SECTION G CONTRACT ADMINISTRATION DATA

G.1 Endowment Project Director

1.1.1 Upon award, an Endowment Project Director will be designated to coordinate the technical aspects of this contract and inspect items/services furnished hereunder; however, he shall not be authorized to change any terms and conditions of the resultant contract, including price.

1.1.2 The Endowment Project Director is authorized to certify (but not to reject or deny) invoices for payment in accordance with enclosed payment terms. The authority to reject or deny performance and associated invoice payment is expressly reserved for the Contracting Officer.

1.1.3 The Endowment Project Director for this contract is:

To be determined at time of award
National Endowment for the Arts
1100 Pennsylvania Ave., NW, Suite 616
Washington, DC 20506

1.1.4 The Contracting Officer for this contract is:

Latonca M. Harris
National Endowment for the Arts
1100 Pennsylvania Ave., NW, Suite 618
Washington, DC 20506
(202) 682-5476

Written communications shall make reference to the award contract number and shall be mailed to the above address.

G.2 Invoice Requirements

2.1.1 Payment for actual work and services rendered under this contract will be made. Payment will be made by the National Endowment for the Arts via Electronic Funds Transfer (EFT) and in accordance with the contract clause 52.212-4 Contract Terms and Conditions--Commercial Items (FEB 2007), and 52.232-34 Payment by Electronic Funds Transfer--Other Than Central Contractor Registration (May 1999), upon submission of commercial invoices to the Endowment Finance Office, Room 624.

2.1.2 The office that will make the payments due under this contract (i.e., the designated payment office) is shown below.

National Endowment for the Arts
Finance Office, Suite 624
1100 Pennsylvania Ave., NW
Washington, DC 20506

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 Contract Type

This is a Firm Fixed Price Commercial Item Contract.

H.2 Prohibition against Soliciting and Performing Personal Services

- A. The performance of personal services under this contract is strictly prohibited.
- 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 nonpersonal services in nature that is no employer-employee relationships exist or will exist under the contract 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.

E. Employee Relationship

1. 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.
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 contract.
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.

H.3 Facility Access

A. Rights of Egress and Ingress

During the life of this contract, the rights of ingress to and egress from the National Endowment for the Arts facility for the Contractor's representatives shall be made available as required. During all operations on Government premises, the Contractor's personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require Contractor personnel to "sign-in" upon entry and "sign-out" upon departure from the National Endowment for the Arts facility.

B. Building Access Passes

1. When any Contractor personnel enter a NEA building for the first time, the Contractor must notify the Endowment Project Director in advance and provide the full name and purpose of visit in order to obtain approval for escorted access.

H.4 Security Requirements

Compliance with Homeland Security Presidential Directive-12 (HSPD-12) and Federal Information Processing Standard Publication 201 (FIPS 201) entitled "Personal Identification Verification (PIV) for Federal Employees and Contractors," Phase I.

In accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel (January 2006), all contractor personnel assigned to work at the NEA or who will have access to NEA information systems are subject to the NEA "Identity Proofing and Registration Process," established in compliance with "Homeland Security Presidential Directive 12 (HSPD-12)" and subsequent guidance provided in, e.g., "Federal Information Processing Standards Publication 201" (FIPS PUB 201) and Office of Management and Budget "Memorandum M-05-24" (August 5, 2005).

At least ten working days before a contractor employee will begin work at the NEA or need access to NEA information systems, the contractor shall contact the PROJECT DIRECTOR to

arrange an appointment for the purpose of initiating the process. All contractor personnel shall appear in person to verify their identity, provide fingerprints, and be photographed, prior to issuance of an NEA identification credential.

If a Federal agency has previously performed a background investigation of a contractor employee proposed to work on this contract, the contractor shall submit information to the PROJECT DIRECTOR to enable the NEA Office of Human Resources (OHR) to verify any previous successfully adjudicated background investigation performed by a Federal agency that meets the requirements of HSPD-12 and subsequent related Personal Identify Verification (PIV) guidance.

If a prior background investigation has not been performed and successfully adjudicated, or cannot be verified by the NEA, the contractor employee shall complete and submit the appropriate background investigation application form (in most cases SF-85: *Questionnaire for Non-Sensitive Positions*) to the NEA's OHR. The OHR will – in accordance with current PIV guidance – initiate a background investigation. A credential will be issued only in accordance with the above-referenced guidance.

If the NEA receives disqualifying information on a contractor employee at any time, the NEA, at its sole discretion, may suspend or terminate access to and/or use of any or all NEA facilities and systems, and bar the contract employee from unescorted access to NEA facilities.

At the end of a contractor employee's performance at the NEA, the contractor employee shall turn in his/her NEA identification credential to OHR prior to departure.

The denial of an agency identification credential to individual contractor employees by the NEA shall not be cause for extension of the period of performance of this contract or any contractor claim against the NEA.

H.5 Contractor Employee Residency Requirement

All contractor employees assigned to this contract and working within the United States shall meet the Federal Regulation Residency Requirement. The Residency Requirement states that, for three of the five years immediately prior to applying for a position, the individual must have: 1) resided in the United States; 2) worked for the United States overseas in a Federal or military capacity; or 3) be a dependent of a Federal or military employee serving overseas.

SECTION I CONTRACT CLAUSES

I.1 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 may be accessed electronically at this Internet address:

<http://www.arnet.gov>.

I.2 52.204-9 Personal Identity Verification of Contractor Personnel. (SEPT 2007)

(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 insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

(End of clause)

I.3 52.212-4 Contract Terms and Conditions – Commercial Items (OCT 2008)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment,

claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) *Electronic funds transfer (EFT) banking information*.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the

performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database;

(B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

Alternate I (Feb 2007). When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i) and (l) for those in the basic clause.

(a) *Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected

without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. *[Insert portion of labor rate attributable to profit.]*

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(e) *Definitions.* (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: *[Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]*; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(i) *Payments. (1) Services accepted.* Payment shall be made for services accepted by the Government that have been delivered to the delivery destination(s) set forth in this contract. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate.*

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall be the contractor's established catalog or market price, adjusted to reflect the—

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other Direct Costs.* The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: *[Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."]*

(2) *Indirect Costs (Material Handling, Subcontract Administration, etc.).* The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: *[Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'").]*

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting

Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* (i) Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(ii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the

Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(6) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(7) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(8) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(9) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

I.4 52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders- Commercial Items. (JAN 2009)

(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 items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(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 items:

[Contracting Officer check as appropriate.]

X (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (34) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

**SECTION J
LIST OF ATTACHMENTS**

1. The May 2008 Survey of Public Participation in the Arts (SPPA) conducted by the U.S. Census Bureau as a supplement to the Current Population Survey (CPS). (Attachment 1).
2. List of new questions that were included on the 2008 Survey of Public Participation in the Arts (SPPA). (Attachment 2).
3. Department of Labor Wage Determination Number: 2005-2103 REV (06) Date of Revision: 05/29/2008 Area: Washington, DC (Posted on www.wdol.gov)

SECTION K

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS COMMERCIAL ITEMS
(Nov 2006)**

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.

(a) *Definitions.* As used in this provision—

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:
 - o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - o Offeror is an agency or instrumentality of a foreign government;
 - o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(5) *Common parent*.

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:
 - Name _____.
 - TIN _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *Veteran-owned small business concern*. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it o is, o is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

☐ 50 or fewer	☐ \$1 million or less
☐ 51–100	☐ \$1,000,001–\$2 million
☐ 101–250	☐ \$2,000,001–\$3.5 million
☐ 251–500	☐ \$3,500,001–\$5 million
☐ 501–750	☐ \$5,000,001–\$10 million
☐ 751–1,000	☐ \$10,000,001–\$17 million

___ Over 1,000 ___ Over \$17 million

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(10) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352)*. (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian end product,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or

subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) o In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) o Outside the United States.

(k)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (b) through (j) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(End of provision)

Alternate I (Apr 2002). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

Alternate II (Oct 2000). As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) *Address.* The offeror represents that its address is, or is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the

Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart B. For joint ventures, “address” refers to the address of the small disadvantaged business concern that is participating in the joint venture.

SECTION L INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (SEPT 2006)

(a) North American Industry Classification System (NAICS) code is **541720** and size standard is **\$6.5 M**.

(b) **The proposal should be no more than 10 pages and submissions shall include at a minimum:**

- **Overview of the Project**
- **Technical Approach**
Include questions and relationships that will be explored in the monograph.
- **Work Plan**
Provide a detailed work plan that addresses the successful completion of the tasks enumerated above.
- **Description of Qualifications**
Discuss past performance and qualifications of your firm and personnel. Include subject matter expertise, if applicable.
- **Proposed Pricing Data (Section B)**
- **Past performance of at least two (2) references**, including name and telephone number of point of contact for contracts successfully performed by the Contractor for other similar efforts.

A completed copy of the Representations and Certifications (Section K).

(c) **Period for acceptance of offers.** The offeror agrees to hold the prices in its offer firm for **30 calendar days** from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) **Product samples.** Product samples shall be submitted at the time specified for receipt of offers. Samples shall be submitted at no expense to the Government, and returned at the sender’s request and expense. Please provide samples of monographs

(e) NA

(f) NA

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may

reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) NA

(i) NA

(j) Data Universal Numbering System (DUNS) Number. The offeror shall enter, in the block on the cover page of its offer.

(k) Central Contractor Registration. By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) NA

(End of provision)

SECTION M EVALUATION FACTORS FOR AWARD

FAR 52.212-2 Evaluation--Commercial Items (Jan 1999)

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 following factors shall be used to evaluate offers: knowledge and experience of conducting surveys/case studies, knowledge and experience of analyzing datasets, management and planning, and price. In order to select the winning offeror, NEA will rank offerors from best to worst. In addition to the narrative assessments prepared by the Evaluation Team for each evaluation factor, a point scoring system will be used to rank all technical proposals. The point scoring system uses a rating scale of 100%. The evaluation will include three major areas: technical, management, and price. The technical evaluation will account for approximately 70 percent of the overall evaluation; management evaluation will account for approximately 25 percent; price will account for approximately 5 percent.

A written notice of award, mailed or otherwise furnished to the successful offeror shall result in a binding contract without further action by either party.

1.1 Technical Evaluation Criteria – 70%

- Degree to which the proposal demonstrates knowledge and experience with large-scale survey data analysis and high-quality, easy-to-understand, technical report writing.
- Degree to which the proposal demonstrates knowledge and experience with analysis of arts participation or leisure activity survey results. Research experience with the topic detailed in this solicitation is desired but not required.
- Clarity and feasibility of plan for the monograph.

1.2 Management Evaluation Criteria – 25%

- Personnel
 - Qualifications of project manager.
 - Qualification of other project staff, and/or outside consultants, or advisors and availability of organizational supporting services and staff.
- Management Plan
 - Management controls to insure appropriate coordination and timely completion.

1.3 Price - 5%

- The cost proposal should make a fair and reasonable cost assessment.