

Issue Date: September 8, 2004



**PROGRAM SOLICITATION PS 04-07**

for a Cooperative Agreement for:

**THE GOVERNORS' INSTITUTE FOR REGIONAL DESIGN**

(Design)

Issued by  
National Endowment for the Arts  
Grants & Contracts Office  
1100 Pennsylvania Ave., NW  
Washington, D.C. 20506

Proposals in response to this solicitation in original and three (3) copies will be received at the above address, or if hand carried, in Room 618, until 4:00 p.m. on **October 27, 2004**.

*[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. Please consider using alternative delivery services.]*

For information on this solicitation, write or call:  
William Hummel  
National Endowment for the Arts  
Grants & Contracts Office  
1100 Pennsylvania Ave, N. W., Washington, D.C. 20506  
TELEPHONE: (202) 682-5417  
Email: [contracts@arts.gov](mailto:contracts@arts.gov)

## TABLE OF CONTENTS

I. FUNDING OPPORTUNITY DESCRIPTION .....	3
II. AWARD INFORMATION.....	4
III. ELIGIBILITY INFORMATION .....	7
IV. APPLICATION AND SUBMISSION INFORMATION.....	7
V. APPLICATION REVIEW INFORMATION .....	8
VI. AWARD ADMINISTRATION INFORMATION .....	9
VII. AGENCY CONTACTS.....	11
VIII. OTHER INFORMATION .....	12

### **The National Endowment for the Arts**

The National Endowment for the Arts is the largest annual funder of the arts in the United States. An independent federal agency, the National Endowment for the Arts is the official arts organization of the United States government.

The National Endowment for the Arts awards more than \$100 million annually – investing in every state – which in turn generates more than \$700 million in additional support. The Arts Endowment has played a transformative and sustaining role in the development of regional theater, opera, dance, orchestras, museums, and other arts – both contemporary and traditional – that Americans now enjoy.

### **Mission**

The National Endowment for the Arts is a public agency dedicated to supporting excellence in the arts – both new and established – bringing the arts to all Americans, and providing leadership in arts education.

## **SECTION I - FUNDING OPPORTUNITY DESCRIPTION**

### **I.A Background**

The National Endowment for the Arts (Endowment) currently funds two Leadership Initiatives in Design:

The *Mayors' Institute on City Design*, co-sponsored by the National Conference of Mayors and administered (through a cooperative agreement) by the American Architectural Foundation. This program focuses on teaching the power of design – and design skills – to big-city mayors by teaming them with designers to critique projects in their cities.

*Your Town: Designing its Future*, administered (through a cooperative agreement) by the National Trust for Historic Preservation. This program applies the same objectives of the *Mayors' Institute* to more rural areas where professional mayors are generally not present.

These programs have also established a powerful methodology of teaming decision makers with designers to positively impact the quality of the built environment. However, it must be noted that these two programs, which are by their very nature local, do not operate at the scale at which design has the greatest impact, that of the region.

Regional planning is the most important scale of design because it is the region – not the town or the city – in which most Americans lead their daily lives. We wake up in one jurisdiction, work in another, and often recreate in a third. This is particularly the case in newer metropolises such as Tampa and Phoenix, where huge areas of densely-settled land are not even incorporated into towns or cities, but rather exist as subdivisions within counties. In these places, the need for effective regional planning has become evident, as the actions of individual jurisdictions on development, environmental protection, and economic growth often have repercussions well beyond their municipal boundaries.

Very few governmental institutions exist at the scale of the region, so in most cases regional planning authority must be bumped up to the next largest scale of governance, the state. In several states, most notably Maryland, New Jersey, and Utah, strong leadership has resulted in significant regional planning progress. Governors that have embraced regional design, which they often call smart growth, have received much positive national attention, and other governors are interested in learning from their successes.

To respond to this demand, this initiative, the *Governors' Institute on Regional Design*, is being created to teach governors and other key state officials about the social, environmental, and economic costs of unplanned growth and the benefits of regional design. Like the *Mayors' Institute*, it is focused primarily on inspiring leadership, but it will also provide hard advice on regional planning issues. The Endowment anticipates that this work will be completed primarily on a state-by-state basis – although events

involving several states may also be planned – and center upon retreat-type workshops in which governors and their staff are brought into contact with experts in the field.

The nature of these events will vary in response to the needs of each state. They will typically include some preparatory and follow-up work, but the principal activity will be the workshops themselves. These are imagined as intimate events including perhaps twenty participants, without media presence or public audience.

Just as the *Mayors' Institute on City Design* and *Your Town: Designing its Future* are administered through cooperative agreements, the *Governors' Institute on Regional Design* will be managed by the successful recipient of the Cooperative Agreement (Cooperator) resulting from this Program Solicitation.

**I.B Scope of Work.** The Cooperator shall create and administer the *Governors' Institute on Regional Design*, an organization that teaches governors and other key state officials about the costs of suburban sprawl and the benefits of regional design.

**I.B.1 Requirements.** Working under the guidance of the Endowment Project Director, the Cooperator shall have the following responsibilities:

- Hire or otherwise secure staff to administer this project, including at minimum a full-time program director.
- Establish or reinforce contacts within state governance in order to build good will toward the program.
- Convene a planning workshop among experts in the fields of state governance and regional planning to determine the best methodology for accomplishing the aims of this program.
- Formalize and record this methodology in a document to be presented to the Endowment Project Director for review.
- Establish and grow a pool of consultants and other national experts who will make themselves available to participate in governors' workshops. This pool shall include but not be limited to: (former) governors, state legislative experts, regional planners, transportation planners, housing experts, school experts, land-use attorneys, real-estate developers, environmental experts, design professionals, and experts on active living through design.
- Create the proper standardized materials for use in executing the workshops including, if appropriate, a Regional Design Report Card for use in rating the strengths and weaknesses of each state in each relevant discipline.
- Create a small brochure and simple website describing the program, with the intention of convincing governors and their staffs to participate.
- Issue press releases as appropriate to assist the *Governors' Institute* in its mission.
- Solicit interest among governors and state government to locate possible locations for the initial workshops.
- Determine the best location for the initial workshops.

- Conduct a minimum of three workshops under the initial one-year Cooperative Agreement.
- Taking advantage of alumni governors, conduct ongoing efforts to secure governors for subsequent workshops.

**I.B.2** The responsibilities associated with each workshop are as follows:

- Secure full cooperation and buy-in among the governor, chief of staff, and cabinet officials (or other appropriate department leaders) for participation in the workshop.
- Work closely with the governor's office to arrange the workshop, which is imagined as a full-day retreat but may have a different structure as deemed appropriate.
- Secure a site for the workshop and arrange, as necessary, transportation, meals, and materials for all attendees.
- Conduct one or several fact-finding visits with a thorough analysis of the results (including appropriate experts if necessary) to determine what areas are in need of specific focus during the workshop.
- Create a workshop binder which includes items pertaining to the workshop (such as agenda and bios of participants) and general items including lists of resources and relevant articles.
- Organize and moderate the workshop itself.
- Provide per diem and honoraria for workshop experts.
- Record the proceedings of all plenary meetings during the workshop and produce written minutes.
- Collect copies, and digital copies where appropriate, of all materials and presentations made at the meeting, to be distributed to all participants.
- Conduct follow-up inquiries to determine desired further assistance subsequent to the workshop, and to respond to inquiries with referrals to other organizations or officials that can assist the states in meeting their immediate needs.
- Hold a minimum of four quarterly leadership meetings per year including the project staff, the oversight staff from the cooperator's organization, the Endowment Project Director, and others as deemed appropriate.

**I.B.3** If the Cooperative Agreement is renewed, subsequent year programs will differ from the initial year in the following respects:

- The initial activities related to the creation of this program shall not be repeated, although periodic reassessments will be necessary, perhaps including some of the experts initially convened.
- Depending on available budget, the minimum number of events per year will rise to four or more.
- Depending on requests for follow-up, the Institute may be asked to expand its activities in that regard.

- A year after each workshop, each governor's office shall be debriefed about the efficacy of the workshop and lessons learned.

## **I.C Policy Governing Standards of Conduct**

**I.C.1** The Cooperator, in performance of this Scope of Work, shall ensure that *Governors' Institute* participants are familiar with the following standards of conduct:

- That individuals serving as workshop experts take no part in the discussion of any specific project or activity to be presented at the workshop in which the workshop expert has a material financial interest.
- That those serving as workshop experts may not negotiate or enter into a consulting agreement or any other type of employment agreement with any participating state at the workshop with respect to any project or activity presented at the workshop, for a period of one year following such presentation at the workshop, except with the express written consent of the Endowment Project Director after consultation with the Endowment's General Counsel.
- Specific information obtained by individuals serving as workshop experts to the Institute, through the performance of their responsibilities, may not be used to solicit business with any participating state for a period of one year from the time of the workshop expert's participation at the workshop, except with the express written consent of the Endowment Project Director after consultation with the Endowment's General Counsel.

**I.C.2** The Cooperator shall incorporate these standards of conduct in its contracts or letters of agreement with workshop experts.

**I.C.3** Breach of the foregoing may result in the termination of the Cooperative Agreement.

## **SECTION II - AWARD INFORMATION**

**II.A** Only one cooperative agreement award will be made.

Funding in the amount of \$400,000 is budgeted for award in FY 2005. This is comprised of \$200,000 in Endowment funding supplemented by \$200,000 that has been budgeted by other federal agencies.

Subject to satisfactory performance, the availability of funds, favorable recommendation of the National Council on the Arts, determination by the Chairman, and mutual

agreement of the parties, the National Endowment for the Arts may enter into subsequent Cooperative Agreements with the successful recipient of the Cooperative Agreement resulting from this Program Solicitation.

**II.B** The Endowment Project Director will:

- Offer consultation regarding the hiring of staff, including the full-time program director.
- Participate in the initial planning workshop.
- Review the determined project methodology and recommend changes to it, if appropriate.
- Participate in the creation of the pool of consultants and other national experts.
- Review and offer changes to the standardized materials and Regional Design Report Card.
- Review and offer changes to the brochure, website, and press releases.
- Participate in the selection of workshop participants and agendas.
- Participate in the selection of workshop locations.
- Participate in a meeting reviewing the outcome of each fact-finding visit.
- Participate as a member of the host team at each workshop.
- Participate in the determination of appropriate follow-up actions for each workshop.
- Participate in the quarterly leadership meetings.

### **SECTION III - ELIGIBILITY INFORMATION**

**III.A** Nonprofit, tax-exempt 501(c)(3), U.S. organizations; units of state or local government; or federally-recognized tribal communities or tribes may apply.

**III.B** Matching is not required. However, cash or in-kind contributions are encouraged.

### **SECTION IV - APPLICATION AND SUBMISSION INFORMATION**

**IV.A** This solicitation provides all of the information that you need to submit a proposal.

**IV.B** Signed proposals in response to this solicitation, in original and three copies shall include

**IV.B.1** A proposal describing in detail your approach to accomplishing the project including:

- project objectives and how the goals of this effort will be accomplished;
- staffing;

- how the project will be implemented;
- dissemination plans;
- timeline for all phases of the project; and
- how the project will be evaluated.

**IV.B.2** A detailed Budget. The attached Budget Forms should be used. Additional schedules or supporting information may be attached, as necessary. In addition, if indirect cost is proposed, include a copy of the most recent indirect cost rate agreement with your cognizant Federal audit agency.

**IV.B.3** A letter from the Internal Revenue Service that reflects the applicant's current 501(c)(3) status and legal organization name, or the official document that identifies the applicant as a unit of state or local government, or as a federally-recognized tribal community or tribe.

**IV.B.4** DUNS Number

**IV.C** Proposals in response to this solicitation must be received by **October 27, 2004** at:

National Endowment for the Arts  
Grants & Contracts Office, Room 618  
1100 Pennsylvania Ave, N. W., Washington, D.C. 20506

**IV.D** Any proposal received after the time specified for receipt will not be considered unless: it was sent by mail and it was determined by the National Endowment for the Arts that the late receipt was due solely to mishandling by the Endowment after receipt at the Endowment; or it is the only proposal received; or it offers significant cost or technical advantage, and it is received before an award determination has been made.

***[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. Please consider using alternative delivery services]***

## **SECTION V - APPLICATION REVIEW INFORMATION**

Proposals received in response to this Solicitation will be evaluated and a Cooperative Agreement(s) will be entered into with the applicant(s) whose proposal are determined to be most advantageous to the Government. The evaluation will consider the following.

- The applicant's likely access to governors, as demonstrated by existing relationships with state government and previous activities involving governors. (20 points)



- The degree to which the proposed approach is likely to be effective in accomplishing the objectives of the project. (20 points)
- The applicant's demonstrated concern over, expertise on, and experience developing regional planning solutions that serve communities and their health, economy, and environment. (10 points)
- The degree to which the proposal demonstrates an understanding of the project's subject matter, objectives, and requirements. (10 points)
- The adequacy of the project plan of operation to achieve the objectives of the project on time and within budget, including clearly defined responsibilities and timelines for accomplishing project tasks. (10 points)
- The extent to which the applicant is committed to providing adequate resources to implement the project. (10 points)
- The extent to which the key personnel and other key staff have appropriate training and experience in disciplines to conduct all proposed activities. (10 points)
- The extent to which the budget effectively uses Endowment funds and leverages additional resources. (10 points)

## **SECTION VI - AWARD ADMINISTRATION INFORMATION**

### **VI.A Cooperative Agreement**

The instrument that will be awarded as a result of this Program Solicitation is a Cooperative Agreement, as defined by the Federal Grant and Cooperative Agreement Act of 1977, Public Law 95-224. A Cooperative Agreement is a cost reimbursement instrument. No fee or profit (or other increment above allowable cost) is allowed.

For nonprofit organizations except colleges and universities, the provisions of Office of Management and Budget Circulars A-110 ("Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations") and A-122 as amended ("Cost Principles for Nonprofit Organizations") will be incorporated by reference into the Cooperative Agreement.

For colleges and universities, the provisions of OMB Circulars A-110 and A-21 ("Cost Principles for Educational Institutions"), as amended, will be incorporated by reference into the Cooperative Agreement.

For units of state and local governments and federally recognized Indian Tribal governments, the provisions of the government-wide Common Rule issued pursuant to Office of Management and Budget Circular A-102 and codified by the National Endowment for the Arts as "Part 1157-Uniform Administrative Requirements for Grants and Cooperative Agreements," Office of Management and Budget Circulars A-128 ("Audits of State and Local Governments"), and A-87 ("Cost Principles Applicable to

Grants and Contracts with State and Local Governments") will be incorporated by reference into the Cooperative Agreement.

## **VI.B General Terms and Conditions**

National Endowment for the Arts Cooperative Agreements are subject to the General Terms and Conditions for Grants and Cooperative Agreements to Organizations, located on the National Endowment for the Arts website at: <http://www.arts.gov/manageaward/CoopAgreements.html>

## **VI.C Assurances of Compliance**

### **Assurance of Compliance with Non Discrimination Requirements**

By submission of a proposal, the proposer hereby agrees that it will execute projects, productions, workshops and programs in accordance with the requirements of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and Title IX of the Education Amendments of 1972, where applicable. Copies of the nondiscrimination regulations identified above may be obtained by writing to the Office of Civil Rights, National Endowment for the Arts, 1100 Pennsylvania Ave, NW, Washington, D.C. 20506.

### **Certification Concerning Debarment and Suspension**

The Proposer certifies that, as required by regulations implementing Executive Order 12549, "Debarment and Suspension," neither it nor its principals: (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; (b) has, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with a public (Federal, State, or local) transaction or contract under a public transaction; for violation of Federal or state antitrust statutes; or for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in (b) of this certification; and (d) has within a three-year period preceding this proposal had any public transactions terminated for cause or default; and that it will include this clause without modification in all lower tier covered transactions (excluding contracts under \$25,000), solicitations, and proposals.

Where the Proposer or any lower tier participant is unable to certify to this statement, it shall provide an explanation to the Endowment Grants & Contracts Office.

### **Delinquent Debt Certification**

The Proposer certifies that it is not delinquent on any Federal debt or, if it is, will provide explanatory information. Examples of relevant debt include delinquent taxes, audit disallowance, benefit overpayments.

### **Labor Standards Assurance and Drug-Free Workplace Act Certification**

The successful recipient of the Cooperative Agreement will also be required to provide assurance of compliance with the labor standards set out in "Part 505 (29 CFR) - Labor Standards on Projects or Productions Assisted by Grants from the National Endowment for the Arts," in accordance with the National Foundation on the Arts and the Humanities Act of 1965, as amended (20 U.S.C. 951 et seq.); and provide the certification required by the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.; also implemented through the Debarment and Suspension regulations).

#### **VI.D Reporting**

**VI.D.1** The National Endowment for the Arts is required to report on the geographic locations of grant and Cooperative Agreement activities. To ensure the accuracy of this information, the Cooperator shall submit a completed *Geographic Location of Project Activity* form within 30 days after award of the Cooperative Agreement(s), or with the first request for payment, whichever comes first. The form is located at <http://www.arts.gov/manageaward/CoopAgreements.html>

**VI.D.2** The Scope of Work shall be completed within 14 months after the award of a Cooperative Agreement.

**VI.D.3** No later than 90 days after the completion or termination of the Cooperative Agreement, the Cooperator shall submit to the Endowment Grants & Contracts Office, Cooperative Agreement Section, and the Endowment Project Director a Final Descriptive Report (FDR), and a Financial Status Report, Standard Form 269. Report forms are located on the National Endowment for the Arts website at: <http://www.arts.gov/manageaward/CoopAgreements.html>.

### **SECTION VII - AGENCY CONTACTS**

For information on this solicitation, write or call:

William Hummel  
National Endowment for the Arts  
Grants & Contracts Office  
1100 Pennsylvania Ave, N. W., Washington, D.C. 20506  
TELEPHONE: (202) 682-5417  
FAX: (202) 682-5626  
Email: [contracts@arts.gov](mailto:contracts@arts.gov)

**SECTION VIII - OTHER INFORMATION**

**Rejection and Award.**

The National Endowment for the Arts reserves the right to reject any or all proposals.

# BUDGET FORMS

Page 1 of 2. Read the instructions that follow this form before you start.

---

Applicant (official IRS name):

---

## INCOME

1. Amount requested from the Arts Endowment \$ \_\_\_\_\_

---

2. Total match for this project Be as specific as possible. Asterisk (\*) those funds that are committed or secured. \_\_\_\_\_  
Amount

Cash (Refers to the cash donations, grants, and revenues that are expected or received for this project)

Total cash a. \$

---

In-kind: Donated space, supplies, volunteer services (These same items also must be listed as direct costs under "Expenses" below or in Part 2 of the Project Budget form; identify sources)

Total donations b. \$

---

Total match for this project (2a. + 2b.) \$

---

## EXPENSES

1. Direct costs: Salaries and wages

Title and/or type of personnel	Number of personnel	Annual or average salary range	% of time devoted to this project	Amount
--------------------------------	---------------------	--------------------------------	-----------------------------------	--------

---

Total salaries and wages a. \$

---

Fringe benefits

Total fringe benefits b. \$

---

Total salaries, wages, and fringe benefits (a. + b.) \$

---

Applicant (official IRS name):

---

EXPENSES, CONTINUED

2. Direct costs: Travel (Include subsistence)

# of travelers	From	To	Amount
----------------	------	----	--------

Total travel \$

3. Direct costs: Other expenses (Include consultant and other fees, honoraria, contractual services, access accommodations, publication, telephone, photocopying, postage, supplies and materials, distribution, transportation of items other than personnel, rental of space or equipment, and other project-specific costs)

Amount

Total other expenses \$

---

4. Total direct costs (1. from Project Budget, Part 1 +2.+3.) \$

---

5. Indirect costs (if applicable)

Federal Agency:	Rate (%)	x Base	= \$
-----------------	----------	--------	------

---

6. Total project costs (4.+5.) \$

---

## Instructions For Budget Form

### INCOME

1. AMOUNT REQUESTED FROM THE ARTS ENDOWMENT: Indicate the amount that you are requesting from the Arts Endowment.
2. TOTAL MATCH FOR THIS PROJECT: Cash match refers to the cash donations (including items or services that are provided by the applicant organization), grants, and revenues that are expected or received for this project. Do not include any Arts Endowment or other federal grants (e.g., from the Department of Education, National Science Foundation, National Endowment for the Humanities) that are anticipated or received.

In-kind: Donated space, supplies, volunteer services are goods and services that are donated by individuals or organizations other than the applicant (third-party). To qualify as matching resources, these same items also must be listed in the project budget as direct costs. The dollar value of these non-cash donations should be calculated at their verifiable fair-market value. Identify sources. Reminder: Proper documentation must be maintained for all items noted as "in-kind."

### EXPENSES

DIRECT COSTS are those that are identified specifically with the project. Salaries and wages cover compensation for personnel, administrative and artistic, who are paid on a salary basis. (Funds for contractual personnel and compensation for artists who are paid on a fee basis should be included in "3. Other expenses" in Part 2 of the Project Budget form, and not here.) Indicate the title and/or type of personnel, the number of personnel, the annual or average salary range, and the percentage of time that will be devoted to the project. List key staff positions, and combine similar functions. Where appropriate, use ranges. Example:

Title and/or type of personnel	Number of personnel	Annual or average salary range	% of time devoted to this project	Amount
Executive Director	1	\$40,000 per yr.	10%	\$4,000
Archivists	3	\$20-25,000 per yr.	5-40%	\$15,000
Support Staff	2	\$15-20,000 per yr.	20-30%	\$9,000

Salaries and wages for performers and related or supporting personnel must be estimated at rates no less than the prevailing minimum compensation as required by the Department of Labor Regulations. (See "Legal Requirements" for details.) Salaries and wages that are incurred in connection with fund raising are not allowable project expenses; do not include them in your budget.

Fringe benefits are those costs other than wages or salary that are attributable to an employee, as in the form of pension, insurance, etc. They may be included here only if they are not included as indirect costs.

INDIRECT COSTS are overhead or administrative costs that are not readily identifiable with a specific project. (The costs of operating and maintaining facilities and equipment, depreciation or use allowances, and administrative salaries and supplies are typical examples of indirect costs.) Indirect costs are prorated or charged to a project through a rate negotiated with the Arts Endowment or another federal agency. If you do not have or intend to negotiate an indirect cost rate, leave this section blank. You may claim administrative costs or overhead as direct costs under "3. Other expenses." If you have a negotiated rate and would like to include indirect costs, complete the information requested in this section and attach a copy of your current negotiated agreement. For additional information, see "Indirect Cost Guide for NEA Grantees."

TOTAL PROJECT COSTS is the total of "4. Total direct costs," and, if applicable, "5. Indirect costs." NOTE: "1. Amount requested from the Arts Endowment" (from Part 1 of the Project Budget form) plus "2. Total match for this project" (also from Part 1) must equal the "Total project costs." Your project budget should not equal your organization's entire operating budget.