



## Office of Strategic Partnerships

December 21, 2017

### Announcement: Request for Proposals for Program Outreach and Communication Support Services

The Smithsonian National Museum of African History and Culture (NMAAHC), Office of Strategic Partnerships (OSP) leverages the Museum's research and programmatic initiatives to act as a catalyst, empowering and advancing the work of museums and related cultural heritage organizations dedicated to African American and Diaspora history. OSP collaborates with regional, national, and global networks to connect needs to resources; promotes organizational sustainability, and cultivates and supports museum professionals.

NMAAHC Office of Strategic Partnerships is seeking Program Outreach and Communication Support Services from a qualified individual to provide professional, technical, and non-personal program assistance to support the office's work with regard to partner outreach and communications. The contractor will also provide program support to the Robert F Smith Fund Internships and Fellowships Program, which is housed within OSP. The Contractor is not an employee of the Smithsonian Institution.

If you are interested in submitting a proposal, please carefully review the attached documents and adhere to the instructions for submission.

Proposals are due before 11:59pm on Friday, January 19, 2018. All proposals should be submitted to the attention of Nicole Bryner at [BrynerN@si.edu](mailto:BrynerN@si.edu).

#### Attached:

- Request for Quote
- Statement of Work
- Quote Submission Form
- OCON-120, Notice of Mandatory Registration in the System for Award Management (SAM)
- Form SI-147A, Smithsonian Institution Purchase Order Terms and Conditions
- Smithsonian Institution Independent Contractor Clause
- Smithsonian Institution Rights in Data Clause
- Smithsonian Institution Confidentiality Clause

Smithsonian Institution  
National Museum of African American History and Culture  
Office of Strategic Partnerships  
Request for Quote: December 21, 2017

**REQUEST FOR QUOTE FOR  
TECHNICAL OR PROFESSIONAL, NON-PERSONAL SERVICES FOR  
Program Outreach and Communication Support**

This Request for Quote (RFQ) is issued by the National Museum of African American History and Culture (NMAAHC), Smithsonian Institution (SI), for technical, professional, non-personal Program Outreach and Communication Support Services in accordance with the Statement of Work (SOW).

**I. SUBMITTING YOUR QUOTE**

Price quotes may be submitted by electronic mail (email). Quotes are due by 11:59pm on Friday, January 19, 2018, to:

Attn: Nicole Bryner  
Email: [BrynerN@si.edu](mailto:BrynerN@si.edu)

**II. DESCRIPTION OF REQUIRED SERVICES**

SI has a requirement for up to, but not to exceed, 1,040 hours of Program Outreach and Communication Support Services at NMAAHC in Washington, DC. A firm-fixed price contract based on an hourly rate will be awarded. The award will be for one basic year and two one-year options. The period of performance will be on or about March 1, 2018 to February 28, 2019.

**III. EVALUATION**

The SI plans to award based on best value to the SI considering the following factors listed here. The Procurement Official intends to award without discussion but does reserve the right to conduct discussions if later determined by the Contracting Officer to be necessary.

All of the following factors are of equal importance. Evaluation factors are:

**A. Relevant Experience/Past Performance**

1. Relevant experience should be indicated by providing a brief narrative summary (NTE 500 words) of contractor's practical knowledge about partner outreach and communication. Contractor should have at least one (1) year of professional experience, particularly in a non-profit, history, culture or arts-related setting. The summary should include a minimum of one (1) and maximum of three (3) projects, programs, or initiatives of similar complexity of work as outlined in the SOW.

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The contractor to perform the work will have the following relevant experience/qualifications:

- Able to perform basic Internet research/organizational research
- Knowledge of and proficiency in Microsoft Office Suite products as well as database software
- Highly collaborative
- Detail oriented
- Self-starter and able to work independently or in a team setting
- Strong written/oral communication skills
- Strong customer service skills
- Bachelors Degree or equivalent work-related experience required

2. Past Performance should be indicated by a list of the names and contact information for at least two (2) people who can answer specific questions about the quality of work relating to current or previous experience as a contractor, employee, or intern providing services comparable to those described in the Statement of Work. The contractor will provide the dates for the periods of performance and a brief description of the work performed.

**B. Resume**

1. Contractor shall submit a resume highlighting education, work experience, qualifications, and technical competence that demonstrates the contractor meets the requirements of the SOW.

**C. Price**

1. Price evaluation will cover pricing submitted for the base year plus all option years. SI will evaluate based on all years.

**IV. INSURANCE REQUIREMENTS**

Prospective contractors are required to have General Liability Insurance for at least \$1,000,000. The SI must be listed as an additional insured for the General Liability insurance. The contractor may obtain insurance through Smithsonian Institution. Proof of insurance, or a statement of the intent to obtain insurance through Smithsonian, must be submitted with quotes. Work may not begin without proof of insurance.

**V. DUNS NUMBER**

A DUNS number is a unique nine-digit identification number available for each physical location of your business and is needed to register in the System for Award Management (SAM), formerly the Central Contractor Registration (CCR) system (see Section VI of this RFQ). DUNS numbers are provided through Dun and Bradstreet (D&B) at no charge when you contact D&B via toll free telephone call to 1-866-705-5711, or on the internet at <http://fedgov.dnb.com/webform>. Non-U.S. (international) vendors may also contact D&B via email at [help@dnb.com](mailto:help@dnb.com). Indicate that you are requesting a DUNS number to assist with eligibility for U.S.

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Government contracts. New DUNS numbers for U.S. vendors will be active and available for SAM registration within 1-2 business days of request; international vendors DUNS will be active and available normally within 2-5 days of request.

## **VI. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION (formerly CCR)**

It is a requirement that current and prospective recipients of contract and purchase orders awarded by the SI must complete registration and maintain an active record in the System for Award Management (SAM). The SAM requires a one-time business registration, with annual updates, and allows vendors to control the accuracy of the business information they enter. The financial data you enter, which includes the electronic funds transfer (EFT) data collected by SAM, will assist the SI in paying your invoices and complying with the Federal Debt Collection Improvement Act of 1996. You may complete or update your information in SAM online at <http://sam.gov>. Questions regarding the process may be directed to the Federal Service Desk online at [www.fsd.gov](http://www.fsd.gov) or via toll free call to 1-888-606-8220. There is no charge for registering in SAM.

If yours is the acceptable price quote and you are selected for award, your organization's valid and active registration with SAM must be verifiable by SI staff administering this procurement prior to contract or purchase order award, and at the time any modifications or amendments to awards might be required.

## **VII. ADMINISTRATIVE REQUIREMENTS**

### **A. Background Investigation**

If a contractor employee assigned to the SI under this contract will have an association with SI that will be greater than thirty (30) days, determined either at time of contract award or anytime during contract performance, and will need access to staff-only areas of SI controlled facilities and leased spaces, the employee shall be required to receive an SI Credential. Contractor employees who require an SI Credential shall be required to undergo and pass an appropriate background investigation and complete security awareness training before an SI Credential is issued. Employees whose associations with the SI will be less than 30 days shall not receive a background investigation or SI Credential, however, they must be escorted by Credentialed personnel at all times when in staff-only areas of SI facilities. If relevant to this RFQ, a form OCon 520, Background Investigations and Credentials for Contractors' Personnel, is included. The following actions shall be required to be completed by the SI Contracting Officer's Technical Representative (COTR) and successful vendor:

1. The COTR shall provide an OF-306, Declaration for Federal Employment form, for each of the Contractor's employees who will be assigned to the SI for 30 days or longer. The OF-306 forms must be completed by each person and returned by the Contractor to the COTR, or other designated SI employee, within ten (10) workdays from receipt of the forms by the Contractor.

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2. For contractors to SI organizations outside the Washington DC and New York City areas, forms SF-87, Fingerprint Cards, shall be provided to the Contractor by the COTR or other designated SI employee. Each form SF-87 must be returned to the COTR, or other designated SI employee, within ten (10) workdays from receipt of the forms by the Contractor. When necessary, the forms SF-87 shall be submitted by the Contractor with the OF-306.

*Homeland Security Policy Directive 12 (HSPD-12)*

**VIII. INFORMATION TO BE SUBMITTED WITH QUOTES**

Quotes submitted must include the following information to be deemed responsive to the Request for Quote and accepted by the SI:

- A. Project Title
- B. Business/Individual name, address, telephone number, and DUNS number
- C. Business point of contact name, address, and telephone number
- D. Pricing based on hourly rate. Ensure that base year and option year pricing is included.
- E. Relevant Experience/Past Performance
- F. Resume
- G. Proof of General Liability Insurance or indication that will obtain insurance through SI
- H. Cite the date through which pricing submitted is valid.

**ATTACHMENT(S):**

- Statement of work for Program Assistant, December 20, 2017
- Form SI-147A, Smithsonian Institution Purchase Order Terms and Conditions

SMITHSONIAN INSTITUTION  
NATIONAL MUSEUM OF AFRICAN AMERICAN HISTORY AND CULTURE

**Statement of Work**

*Program Outreach & Communications Support Services*

**A. Introduction**

The National Museum of African American History and Culture (NMAAHC), Smithsonian Institution (SI), is the 19th museum within SI, and its mission is to provide for the collection, study, and establishment of programs and exhibitions relating to African American life, history, art, and culture. NMAAHC's Office of Strategic Partnerships (OSP) furthers this mission by developing the museum's constituent and peer organization services and programs through collaboration with existing networks that give NMAAHC visibility outside of Washington, D.C. As per the museum's legislative mandate, NMAAHC creates, sustains, and grows strategic partnerships on all levels —local, state, regional, national, and international.

The Office of Strategic Partnerships (OSP) establishes strategic alliances on behalf of NMAAHC focused on capacity building within museums, historical societies, educational institutions, and other organizations that promote the study or appreciation of the African Diaspora and African American life, art, history, or culture. OSP engages in collaborations with regional, national, and global networks to connect needs to resources, promote organizational sustainability, and cultivate and support museum professionals and is supportive of the museum's overarching purpose as stated in NMAAHC's governing legislation.

OSP seeks part-time Program Outreach and Communications services to support the office's ongoing and future programs and initiatives. The contractor will also provide program support to the Robert F Smith Fund Internships and Fellowships Program, which is housed within OSP.

**B. Scope of Work**

The contractor shall provide professional, technical, and non-personal services related to program outreach and communications in the support of on-going and future programs, projects and initiatives of the Office of Strategic Partnerships, including the Robert F. Smith Fund Internship and Fellowship Program for up to, but not-to-exceed, 1,040 hours. The period of performance is from March 1, 2018-February 28, 2019. Work will take place primarily at NMAAHC offices in Capital Gallery, 600 Maryland Avenue, SW, Washington, DC. Work schedule will be determined between the contractor and the Contracting Officer's Technical Representative (COTR). Capital Gallery is accessible by public transportation.

### **C. Specific Tasks**

The Contractor shall use his/her own methods and subject matter expertise to provide the following services under the direction and advisement of the Museum Program Specialist/COTR:

1. For the Office of Strategic Partnerships, contractor will support on-going and upcoming OSP programs/projects/initiatives in the arena of Partner Outreach and Communications. The contractor will perform tasks designed to improve the depth and breadth of OSP's portfolio and partner communications. The contractor may also be asked to assist with on-going and proposed internally focused projects to strengthen the department's communication and reporting. Tasks aligned with these projects may include:

- Telephone and/or written correspondence with other national and international professional museum institutions and networks, universities, churches, libraries, and other external and internal stakeholders
- Coordinating/corresponding with invitational travelers regarding travel logistics
- Conducting organizational research
- Data scrubbing for migration of information to an internal contact management software
- Assisting in compilation and organization of quantitative and qualitative project data for use in OSP reports

2. For the Robert F Smith Fund Internships and Fellowships Program, tasks may include:

- Researching appropriate advertising outlets and opportunities and posting internship positions on university sites/job boards
- Processing intern applications
- Processing SI onboarding paperwork for onsite interns
- Updating/maintaining recruitment database
- Assisting with planning, set-up and execution of professional development seminars and advisory committee meetings
- Assisting with scheduling in-person recruitment meetings, send initial inquiries
- Assisting with scheduling virtual orientations and professional development seminars
- Assembling intern orientation packets
- Assisting with researching travel options for invitational travelers, coordinating/researching deadlines for conference registration and session submissions, and coordinating/researching student membership options for appropriate professional associations

### **D. Performance Standards**

1. The Contractor shall comply with all Smithsonian rules and regulations applicable to performance under this contract.

2. The Contractor shall work cooperatively and professionally with NMAAHC staff, contractors, and volunteers.
3. The Contractor shall bring any concerns or questions to the attention of the COTR or their assigned individuals.

#### **E. Smithsonian Furnished Property**

1. The NMAAHC shall provide the following:
  - a. Access to NMAAHC offices at Capital Gallery, to include computer equipment, desk and access to NMAAHC printers.
2. Smithsonian Property Responsibilities. The contractor assumes full responsibility for and shall reimburse and indemnify the Smithsonian for any loss or damage to Smithsonian property in contractor's custody and care--due to contractor negligence or omission.

#### **F. Invoicing and Payment Schedule**

The contractor shall invoice the Smithsonian on a prorated, hourly basis derived from the firm-fixed price award every two weeks until the award/hours are used up or until the end of the period of performance, whichever comes first. The contractor will submit with the invoice a timesheet listing the hours worked and a summary of services performed during the pay period. The contractor shall submit the invoice and timesheet to the Contracting Officer's Technical Representative (COTR). The COTR will provide templates for the invoice and timesheet. Billing is for hours worked and does not include lunch or breaks.

The Contractor shall submit all work required to the Contracting Officer's Technical Representative (COTR) for acceptance and approval.

Invoices are to be submitted to the attention of Nicole Bryner, [brynern@si.edu](mailto:brynern@si.edu), the Contracting Officer's Technical Representative (COTR) and NMAAHC Museum Program Specialist.

#### **Delegation of Contracting Officer's Technical Representative**

- A. The COTR shall act for and on behalf of the Contracting Officer in the administration of this contract with respect to:
  1. Resolution of issues that may arise between the contractor and the Smithsonian in connection with such matters as acceptability of work and satisfactory performance.
  2. Evaluation on an overall basis of the acceptability of work, compliance with standards, and satisfactory performance.
  3. Acceptance of all work performed under the contract and approval of all invoices.
  4. The Contractor shall make available such records, reports, and facilities as may be required by the named individual to effectively and efficiently fulfill COTR duties and responsibilities.



5. This delegation of authority does not authorize the named individual to modify any of the contract clauses, provisions, terms, or conditions of this contract. All authorities not herein delegated are retained and shall be executed only by the contracting officer.

## QUOTE FORM

Program Outreach and Communications Support Services			
<b>Business/Contractor Name</b>		<b>Date Submitted</b>	
<b>Address</b>			
<b>Email Address</b>			
<b>Telephone Number</b>			
<b>DUNS Number</b>			
<b>Insurance – X applicable box</b>			
<input type="checkbox"/>	I have attached certificates or other documentation confirming appropriate types and levels of insurance.		
<input type="checkbox"/>	I intend to purchase Smithsonian insurance.		
<b>EVALUATION FACTORS</b>			
<b>A. Price</b>			
Base—Quote for 1,040 Hours of Services			
Option #1—Quote for 1,040 Hours of Services			
Option #2—Quote for Hours 1,040 of Services			
Date through which Pricing is Valid			
<b>B. Relevant Experience • Qualifications • Résumé</b>			
<p><b>Relevant Experience • Qualifications •</b></p> <p>Please provide a brief narrative summary (NTE 500 words) of contractor's practical knowledge about partner outreach and communication. Contractor should have at least one (1) year of professional experience, particularly in a non-profit, history, culture or arts-related setting. The summary should include a minimum of one (10 and maximum of three (3) projects, programs, or initiatives of similar complexity of work as outlined in the SW.</p> <p><b>Résumé</b> Submit a résumé with this form .</p>			

QUOTE FORM

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QUOTE FORM

C. Past Performance	
<p><b>Past Performance</b></p> <p>Please provide the names and contact information for at least two (2) people who can answer specific questions about the quality of work relating to current or previous experience as a contractor, employee, or intern providing services comparable to those described in the SOW.</p>	



# Smithsonian Institution

## Office of Contracting and Personal Property Management

Notice to all Current and Prospective Smithsonian Institution Contractors

Subject: Mandatory Registration in the System for Award Management (SAM)

Individuals and companies that want to do business with U.S. government agencies, including the Smithsonian Institution, are required to maintain active and valid registrations in the System for Award Management (SAM). We are informing you of this requirement because you are a vendor who is already providing goods or services to the Smithsonian, have been requested to present pricing and/or proposals for goods or services, or currently participating in a Smithsonian solicitation for goods or services. Smithsonian employees are not authorized to complete contract and purchase order awards to vendors whose SAM registrations cannot be verified as active.

Registration with SAM is free and best accomplished via <https://www.sam.gov>. Before you begin SAM registration you will be required to obtain a DUNS number from Dun & Bradstreet (D&B). Access to D&B is available from the SAM website or at the company website, <http://www.dandb.com>. DUNS numbers are free when you indicate the number is needed to complete registration for U.S. government contract and grant awards. **Please note: Both the SAM and D&B websites include advertisements for private businesses offering registration assistance and other services for a fee. The utilization of such businesses is at your discretion and any fees paid are not reimbursable by the Smithsonian.**

Free assistance with SAM registration is available via the Federal Service Desk (FSD) at <http://www.fsd.gov>, 24 hours a day, or at the toll-free number 1-866-606-8220, from 8:00 am to 8:00 pm ET. Free assistance with SAM registration and obtaining a DUNS number is also available from a local or regional Procurement Technical Assistance Center (PTAC). These centers are non-profit, non-governmental organizations established to assist you with doing business with the government. Locate the center nearest at <http://www.aptac-us.org>. Included with this letter are tips on how to register in SAM. These have been written by the Smithsonian Office of Contracting and Personal Property Management and are intended to convey specific information on how to register with SAM to do business with the Smithsonian. Full guidance on how to register in SAM is available from the FSD and PTACs.

Thank you for your attention to this matter. If you received this letter in conjunction with a solicitation or Request for Quote, please address any questions you may have to the Smithsonian point of contact whose name and telephone number are provided therein.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Dempsey", written over a horizontal line.

Thomas E. Dempsey  
Director

PO Box 37012, CC 350, MRC 1200  
Washington, DC 20013-7012  
202.633.7290 Telephone  
202.633.7410 Help Desk

### **Tips for Businesses To Register in SAM**

1. **There is assistance directly on the SAM website to start registration.** Look for quick start guides and the SAM user manual using the Help tab on the SAM.gov website. These guides are helpful for vendors in completing the SAM registration process.
2. **You control all information entered into SAM, and may opt out of public searches.** If you choose to opt out of public searches, please notify the Smithsonian employee you are working with and provide confirmation of your SAM registration.
3. **Your IRS Tax Payer Consent Name in SAM must match your Legal Business Name in Duns and Bradstreet (D&B).** The Smithsonian will use your Legal Business Name in D&B to register you in our internal payment and tax reporting system. If your Legal Business Name in D&B and your Tax Payer Consent Name in SAM do not match this will create problems for you both while receiving payment from the Smithsonian and when paying taxes. (These two names may be different only if you are a single member LLC, and you report and pay taxes to the IRS using the owners name and tax id. In this case, IRS will count the owners name and tax id as the legal business name while disregarding the legal business name of the LLC registered in SAM.)
4. **You must register as eligible to receive “All Awards”.** When establishing an account, vendors have the option to register to receive either “All Awards” or “Federal Assistance Awards Only.” All Awards includes all procurement transactions issued by the Smithsonian. To do business with a vendor they must be registered appropriately. The Smithsonian does not distribute federal assistance awards, and cannot do business with vendors who are registered only to receive such awards.
5. **There can be no breaks in registration after completion.** After you have completed registration you will be required to update your information if it ever changes (such as mailing address or banking records) and notify Smithsonian staff as soon as possible. You will also be required to validate your registration at least annually. Your SAM registration must be active throughout the term of the award and when modifications or amendments to awards are required.

# SMITHSONIAN INSTITUTION

## PURCHASE ORDER TERMS AND CONDITIONS

**1. COMPLETE AGREEMENT** - The purchase order and all documents attached represent the entire agreement between the Smithsonian Institution (SI) and the Contractor. Any modification, alteration or amendment to this purchase order must be in writing and signed by an authorized agent of the SI.

**2. INSPECTION AND ACCEPTANCE** - The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The SI reserves the right to inspect, test or evaluate any supplies or services that have been tendered for acceptance. The SI may require repair or replacement of nonconforming supplies or performances of nonconforming services at the Contractor's expense. The SI must exercise its post acceptance rights- **(a)** Within a reasonable period of time after the defect was discovered or should have been discovered; and **(b)** Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item. Inspection and acceptance will be at destination, unless otherwise provided in writing. Until delivery and acceptance, and after any rejections, risk of loss will be on the Contractor unless loss results from negligence of the SI. Final acceptance by the SI will be conditional upon fulfillment of the above requirements.

**3. OVERPAYMENT** - If the Contractor becomes aware of a duplicate invoice payment or that the SI has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

**4. USE OF SMITHSONIAN NAME or LOGO PROHIBITED** - The SI owns, controls and/or has registered the trademarks /service marks "Smithsonian," "Smithsonian Institution" and the Smithsonian sunburst logo. Except as may be otherwise provided herein, the Contractor shall not refer to the SI or to any of its museums, organizations, or facilities in any manner or through any medium, whether written, oral, or visual, for any purpose whatsoever, including, but not limited to, advertising, marketing, promotion, publicity, or solicitation without written consent.

**5. WARRANTY** - The Contractor warrants and implies that the goods and services furnished hereunder are merchantable, fully conform to the SI's specifications, drawings, designs, and are fit for intended use described in this contract. The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to all customers for such supplies or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract. Contractor agrees to pass through all warranties from other manufacturers.

**6. TITLE** - Unless otherwise specified in this contract, title to items furnished under this contract shall pass to the SI upon acceptance, regardless of when or where the SI takes physical possession.

**7. 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 SI, 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.

**8. DISPUTES** - Any dispute arising under this contract that the parties are unable to resolve shall be decided by the Contracting Officer. All disputes must be submitted to the Contracting Officer in

the form of a written claim supported by evidence within twelve (12) months following accrual of the claim. The Contracting Officer will provide a written decision to the Contractor, and that decision is the final and conclusive decision of the Smithsonian Institution, which is effective on the date the Contractor receives the decision. The Contractor retains all rights to subsequent judicial review to which it is entitled under federal law. The Contractor shall comply with any decision of the Contracting Officer and otherwise proceed diligently with performance of this contract pending final resolution of any request for relief, claim, or action arising under the contract.

**9. TERMINATION FOR CAUSE** - The SI 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 SI, upon request, with adequate assurances of future performance. In the event of termination for cause, the SI shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the SI for any and all rights and remedies provided by law. If it is determined that the SI improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

**10. TERMINATION FOR THE SMITHSONIAN'S CONVENIENCE** - The SI 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 that the Contractor can demonstrate to the satisfaction of the SI, 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 SI 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.

**11. CHANGES** - The SI may at any time, in writing, make changes within the general scope of this purchase order to include: **(a)** Technical requirements and descriptions, specifications, statements of work, drawings or designs; **(b)** Shipment or packing methods; **(c)** Place of delivery, inspection or acceptance; **(d)** Reasonable adjustments in quantities or delivery schedules or both; and, **(e)** SI-furnished property, if any. If any such change causes an increase or decrease in the cost of or the time required for performance of this purchase order, the Contractor shall inform the SI in writing within thirty (30) days after receipt of change request. Any additional charges must be approved in writing by the SI authorized procurement officer executing this purchase order. Contractor shall not make any changes without the written consent of the SI authority executing this purchase order.

**12. CONFIDENTIALITY and DISCLOSURE - Confidential Information.** Confidential Information consists of trade secrets, product concepts, customer information, marketing communication material, marketing strategies, and other commercial or financial information that if affirmatively used by a competitor of the disclosing party would cause the disclosing party substantial competitive harm or information the release of which would violate the privacy rights of a third party with no overriding public interest. If Confidential Information is disclosed in tangible form, it shall be

clearly designated in writing as such by the disclosing party. If Confidential Information is disclosed other than in writing, the information deemed to be Confidential Information shall be confirmed in writing as such within thirty days of such disclosure.

**Limited Disclosure** -- Each party agrees that it will not disclose Confidential Information provided to it by the other party to others except to the extent that it is necessary to disclose such Confidential Information to its directors, officers, representatives, legal and financial consultants, and employees having a need to know such Confidential Information ("authorized parties") for the purpose of pursuing a business and contractual relationship between the parties. The parties shall use at least the same degree of care that each party uses to protect its own Confidential Information of similar importance, but no less than a reasonable degree of care. Further, the parties may disclose Confidential Information if required by law, subpoena, order or request of a federal governmental authority or court of competent jurisdiction, and further, provided that the party obligated to disclose such Confidential Information shall (a) assert the confidential nature of the Confidential Information to be disclosed, (b) use reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed, and (c) immediately notify the other party of the requirement, order, or request to disclose in advance of such disclosure in order to afford the other party the opportunity to contest disclosure. No other use or disclosure of Confidential Information may be made by any party without the prior written consent of the disclosing party.

**13. INDEMNITY** - The Contractor shall defend, indemnify, and hold harmless the SI, its Regents, directors, officers, employees, volunteers, licensees, representatives, agents and the United States Government (hereinafter referred to as "Indemnitees") from and against all actions, causes of action, losses, liabilities, damages, suits, judgments, liens, awards, claims, expenses and costs including without limitation costs of litigation and counsel fees related thereto, or incident to establishing the right to indemnification, arising out of or in any way related to:

Any breach of this Agreement, Terms and Conditions, and the performance thereof by Contractor, Subcontractor, other third parties, or any activities of Indemnitees, including, without limitation, the provision of services, personnel, facilities, equipment, support, supervision, or review; any claims of any kind and nature whatsoever for property damage, personal injury, illness or death (including, without limitation, injury to, or death of employees or agents of Contractor or any Subcontractor).

Any claims by a third party of actual or alleged direct or contributory infringement, or inducement to infringe any United States or foreign patent, trademark, copyright, common law literary rights, right of privacy or publicity, arising out of the creation, delivery, publication or use of any data furnished under this contract or any libelous or other unlawful matter contained in such data or other intellectual property rights and damages. The contractor shall notify the SI immediately upon receiving any notice or claim related to this contract.

**14. HAZARDOUS MATERIAL** - The Contractor shall inform the SI in writing at the correspondence address listed on the purchase order prior to shipment and delivery of any hazardous material. Any materials required by this purchase order that are hazardous under federal, state or local statute, ordinance, regulation, or agency order shall be packaged, labeled, marked and shipped by the Contractor to comply with all federal, state and local regulations then in effect.

**15. 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.

**16. SECURITY CONSIDERATION** - OPS, OCon 520 Contractor's conducting work on the SI premises are required to obtain a temporary or

long-term identification badge. Contractor's employee (s) requiring a long-term identification badge is subject to a fingerprint review. An adverse finding during the fingerprint review may prohibit a contractor's employee (s) from working on the contract. The SI will inform the contractor if a long-term identification badge is required.

**17. INSURANCE and BONDS** - Contractor shall maintain at all times during the performance of this contract Commercial General Liability Insurance. Contractor shall maintain Worker's Compensation Insurance in accordance with statutory requirements and limits. If during the performance of this contract, a vehicle is required, contractor shall maintain business automobile insurance. If this contract relates to any type of media exposure, then Contractor is required to have professional errors and omissions coverage. If this contract requires Contractor to handle Smithsonian funds or guard or protect Smithsonian artifacts, Contractor will also be required to obtain a fidelity bond or crime insurance. Limits of such bonds or insurance policies are to be determined. SI shall be listed as an "additional insured" under the comprehensive general liability and business automobile policies. Proof of insurance shall be in the form of a binder, policy, or certificate of insurance and this is to be submitted to the SI's Procurement Officer prior to work being initiated.

**18. INVOICE INSTRUCTIONS** - Invoices shall be submitted to the bill to address on the face of the purchase order after delivery of supplies and/or services, and shall contain the following information:

(a) Contractor's name, address, and taxpayer identification number (TIN). (b) Invoice date and number. (c) Purchase order number including contract line item number. (d) Item description, quantity, unit of measure, unit price, and extended price. (e) Name, title, telephone and fax number, and mailing address of point of contact in the event of an invoice discrepancy. (f) Invoice total, payment discount terms and remittance address. (g) Shipping and payment terms (e.g. shipment number, date of shipment, and discount terms). Bill of lading number and weight of shipment should be included when using Smithsonian Institution bills of lading. Prepaid shipping costs shall be indicated as a separate item on the invoice. (h) Any other information or documentation required by other provisions of the contract.

**19. Travel** - (a) If travel is specified under this purchase order; it must be pre-authorized by the Contracting Officer's Technical representative (COTR) prior to occurrence. The Contractor shall be reimbursed for such travel upon receipt of documentation that the expenses were incurred. (b) Rail or air transportation costs shall not be reimbursed in an amount greater than the cost of economy class rail or air travel unless the economy rates are not available and the Contractor certified to this fact in vouchers or other documents submitted for reimbursement. (c) Room and meals (per diem travel allowance) shall be reimbursed in accordance with the Contractor's established policy, but in no event shall such allowances exceed the rates Contractor's established in the Federal Travel Regulations. (d) The contractor shall be reimbursed for the cost of the out-of-town travel performed by its personnel in their privately owned automobiles at the rates established in the Federal travel Regulations, not to exceed the cost by the most direct economy air route between the points so traveled. If more than one person travels in the same automobile, the Contractor for such travel shall incur no duplication of or otherwise additional charges. (e) The Contractor shall be reimbursed upon receipt of appropriate documentation that the expenses were incurred. Total travel cost will not be reimbursed for an amount that exceeds the estimated amount stated in this purchase order.

**20. RESPONSIBILITY OF SMITHSONIAN PROPERTY** - Contractor assumes full responsibility for and shall reimburse and indemnify the SI for any and all loss or damage whatsoever kind and nature to any and all **SI property**, including any equipment, supplies, accessories, or parts furnished, while in the Contractor's custody and care, or resulting in whole or in part from the negligent acts, omissions of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.



## 21. INTERNET PROTOCOL VERSION 6 (IPv6)

**COMPLIANCE** - In the event that the Contractor will be developing, acquiring, and/or producing products and/or systems pursuant to this Contract that will be connected to a network or that will interface with the World Wide Web, the following provisions shall apply: [OMB Memo M-05-22](#), dated August 2, 2005, and OMB guidance, dated July 2012 September 28, 2010, that requires procurements of networked IT comply with the [USGv6 Profile and Test Program](#) for the completeness and quality of SI IPv6 capabilities. The Contractor hereby warrants and represents that such products and/or systems to be developed, acquired, and/or produced pursuant to this Contract will be IPv6 compliant. These products and/or systems must be able to receive, process, and transmit or forward (as appropriate) IPv6 packets and must be able to interoperate with other systems and protocols in both IPv4 and IPv6 modes of operation. If the product or system will not be IPv6 compliant initially, the Contractor will provide a migration path and express commitment to upgrade to IPv6 for all application and product features. Any such migration path and commitment shall be included in the Contract price. In addition, the Contractor will have available contractor/vendor IPv6 technical support for development and implementation and fielded product management.

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**CLAUSES INCORPORATED BY REFERENCE** -This contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. The applicability of these clauses is effective upon the date of the actual contract award. Upon request the Contracting Official will make the full text available. The full text of the following FAR clauses may be viewed at the [Federal Acquisition Regulation \(FAR\) website](#). For the full text of Smithsonian Institution clauses contact the procurement official. The Contractor shall comply with the FAR clauses incorporated by reference, unless the circumstances do not apply: References herein to the "Government" shall be deemed to mean the Smithsonian Institution.

### SMITHSONIAN Clauses

- Minimum Insurance
- Smithsonian Institution Privacy and Security Clause  
(form SI 147B, SI Privacy and Security Clause )

### FAR Clauses

- 52.222-3 Convict Labor
- 52.222-19 Child Labor
- 52.222-20 Walsh-Healey Public Contracts Act
- 52.222-21 Prohibition of Segregated Facilities
- 52.222-26 Equal Opportunity
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
- 52.222-36 Affirmative Action for Workers with Disabilities
- 52.222-41 Service Contract Act of 1965, As Amended
- 52.223-1 thru 4 Bio-based Product/Hazardous Material ID and Safety/Recovered Materials Certifications
- 52.223-5 Pollution Prevention and Right-to-Know Information
- 52.224-1 Privacy Act Notification.
- 52.225-1 Buy American Act-Supplies
- 52.225-13 Restrictions on Certain Foreign Purchases
- 52.222-50 Combating Trafficking in Persons ( non-commercial services awards that do not exceed \$500,000)
- 52.222-56 Certification Regarding Trafficking In Persons Compliance Plan (when applicable)
- 52.232-11 Extras
- 52.239-1 Privacy or Security Safeguards (see form SI 147B)
- 52.233-3 Protest After Award
- 52.244-6 Subcontracts for Commercial Items

### Additional FAR clauses that apply when applicable:

- 52.204-6 Data Universal Numbering System (DUNS) Number
- 52.204-7 System for Award Management
- 52.208-4 Vehicle Lease Payments
- 52.208-5 Condition of Leased Vehicle
- 52.208-6 Marking of Leased Vehicles
- 52.208-7 Tagging of Leased Vehicle
- 52.211-6 Brand Name or Equal
- 52.211-17 Delivery of Excess Quantities 52-233-4 Applicable Law for Breach of Contract Claim
- 52.222-54 Employment Eligibility Verification (E-Verify)
- 52.228-8 Liability and Insurance Leased Motor Vehicles
- 52.236-5 Material and Workmanship
- 52.247-29 F.o.b. Origin
- 52.247-34 F.o.b. Destination

<p style="text-align: center;"><b>SMITHSONIAN INSTITUTION</b> <b>INDEPENDENT CONTRACTOR CLAUSES</b></p>
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It is understood that Contractor is undertaking the work hereunder as an independent contractor, not as an employee of the Smithsonian, and neither Contractor nor Contractor's employees are eligible for Smithsonian benefits, including coverage under FECA (workers compensation) and FTCA (Federal Tort Claims Act), or coverage under any Smithsonian workers compensation, medical, liability, or other insurance policy, or for legal protections afforded to employees under law applicable to employment relationships.

- (1) Contractor is responsible for providing, at Contractor's own expense and as necessary, disability, unemployment, workers compensation and other insurance, including adequate liability and property insurance, training, permits, and licenses for Contractor and for Contractor's employees.
- (2) Contractor is responsible for paying all taxes and income taxes, including estimated taxes, incurred as a result of the payments by Smithsonian to Contractor for performance of this contract.

The parties, by this contract, do not intend to create a partnership, principal/agent, or joint venture relationship, and nothing in this contract shall be construed as creating such a relationship between the parties. Neither party may incur any obligation on behalf of the other.

Contractor agrees and acknowledges that Smithsonian assumes no responsibility whatsoever for the acts, errors and/or omissions of Contractor beyond those that the Smithsonian is responsible for at law.

#### **WARRANTIES AND REPRESENTATIONS**

Contractor warrants the following: (1) He or she has full right and authority to enter into this Agreement; (2) he or she has full right and authority to grant all of the rights granted herein; (3) he or she is not under any obligation to any other party which may interfere with the performance of his or her obligations hereunder or conflict with or injure the work performed under this contract; and (4) he or she has not previously assigned, pledged or otherwise encumbered any rights herein granted to Smithsonian. Contractor represents that he or she has diligently taken prudent, responsible and customary measures to ensure that the materials provided by the Contractor contain no matter that is libelous or in violation of the copyright, patent right, or any property or personal right of any person or entity nor a violation of any statutory copyright, nor are otherwise contrary to law.

#### **RESPONSIBILITY FOR SMITHSONIAN PROPERTY**

Contractor assumes full responsibility for and shall reimburse and indemnify the Smithsonian for any and all loss or damage of whatsoever kind and nature to any and all Smithsonian property, including any equipment, supplies, accessories, or parts furnished, while in Contractor's custody and care, or resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.

#### **NO WAIVER OF RIGHTS**

Neither the Smithsonian's review, approval, acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any cause of action arising out of the Contractor's performance of this contract.

#### **INDEMNIFICATION**

Contractor shall defend, hold harmless, and indemnify Smithsonian Institution, its Regents, directors, officers, employees, volunteers, licensees, representatives and agents, and the Government of the United States, against any and all claims, loss and expense (including attorney's fees and litigation expenses), from loss or liability or injury to any persons (including employees or agents of the Contractor or his subcontractors) and from loss of or damage to any property (including property owned by Smithsonian) arising out of any act or omission of the Contractor, his employees, agents or subcontractors in the performance of this contract.

## SMITHSONIAN INSTITUTION RIGHTS-IN-DATA CLAUSE

As used herein, the term “Subject Data” includes, but is not limited to, literary works; musical works, including any accompanying words; dramatic works, including any accompanying music; pantomimes and choreographic works; pictorial, graphic and sculptural works; motion pictures and other audiovisual works; sound recordings; and architectural works, as each of those terms are used and defined by the Copyright Act of the United States (17 USCS §101, et. seq.) (the “Copyright Act”) and works of any similar nature (whether or not copyrighted) which are included in the material to be delivered under this contract.

(a) Work for Hire. All Subject Data first produced, composed, or created in the performance of this contract, where such Subject Data consists of a work: (i) specially ordered or commissioned for use as a contribution to a collective work; (ii) as part of a motion picture or other audiovisual work; (iii) as a translation; (iv) as a supplementary work; (v) as a compilation; (vi) as an instructional text; (vii) as a test; (viii) as answer material for a test; or (ix) as an atlas, as each of those terms are used and defined by the Copyright Act, shall be considered a “work made for hire,” as that term is defined under the Copyright Act. The copyright to such Subject Data shall be the exclusive property of Smithsonian and may be registered by the Smithsonian Institution in its own name.

(b) Other Copyrightable Works. All Subject Data first produced in the performance of this contract, where such Subject Data consists of copyrightable materials that do not fall within the enumerated categories for work for hire, shall become the property of Smithsonian. Contractor hereby transfers to Smithsonian full legal title and all right, title, and interest in the copyright to all such Subject Data, including without limitation, all preliminary renditions of the Subject Data whether or not such renditions are actually delivered to Smithsonian. The copyright to such Subject Data shall be the exclusive property of Smithsonian and may be registered by the Smithsonian Institution in its own name.

(c) Except as specified herein, no Subject Data first produced in the performance of this Agreement may be published or reproduced by Contractor in whole or in part, in any manner or form, without Smithsonian’s prior written consent. Contractor agrees that no right at common law or in equity shall be asserted, and no claim to copyright by statute shall be established by Contractor in any such Subject Data without Smithsonian’s prior written consent. Contractor shall secure Smithsonian’s legal title and interests in and to all Subject Data that is produced for Contractor by third parties pursuant to this Agreement.

(d) License for Other Subject Data. Excluding the Subject Data which Smithsonian owns or has already obtained a license for, Contractor hereby grants to Smithsonian a royalty-free, non-exclusive, perpetual, and irrevocable license in all copyrighted or copyrightable Subject Data not first produced, composed, or created in the performance of this Agreement, but which is incorporated in the material furnished under this Agreement. Such license includes, without limitation, the rights to reproduce, publish, translate, broadcast, transmit, distribute, exploit, display, use, sell, and/or dispose of such Subject Data in any manner, and to authorize others to do so. In the event that Contractor does not have the right to grant such a license with respect to any such Subject Data, Contractor shall immediately notify the Smithsonian of this fact and

obtain Smithsonian's prior written permission to incorporate such Subject Data in the work. Without this notification, Smithsonian will be acting in reliance on this contract and will presume that it possesses all necessary rights and is free to make whatever use of the Subject Data that Smithsonian determines is in its best interests.

(e) The Contractor hereby warrants that the Subject Data delivered to Smithsonian pursuant to this contract does not infringe statutory copyrights or common law literary rights of Contractor or others and contains no matter libelous or otherwise unlawful. Contractor agrees to indemnify the Smithsonian Institution, its Board of Regents, officers, agents, and employees against any liability, including costs and expenses, for: (i) violations of copyright or any other property rights arising out of the use, reproduction, or disposition of any Subject Data furnished under this contract; or (ii) based upon any libelous or other unlawful matter contained in said Subject Data.

(f) The Contractor agrees to report in writing to the Smithsonian Office of the General Counsel, promptly and in reasonable detail, any notice or claims of copyright infringement received by Contractor with respect to any Subject Data or other material delivered under this contract.

<b>SMITHSONIAN CONFIDENTIALITY CLAUSE</b>
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CONFIDENTIALITY. The Contractor agrees that all files, records, documents, reports, donor and sponsor lists, financial data, business data, specifications, business plans and other similar or dissimilar items relating to any Smithsonian operation, department, or museum (i) provided to the Contractor by the Smithsonian; (ii) provided to the Contractor by other Smithsonian contractors; or (iii) prepared by the Contractor in performing the work, constitute "Confidential Information." The Contractor shall not use Confidential Information for any purpose other than considering or carrying out this project. No Confidential Information shall be disclosed to any person/entity without the prior written consent of the Smithsonian's Contracting Officer. Upon completion of work and/or at the request of the Smithsonian, the Contractor shall take reasonable steps to protect such Confidential Information from dissemination as would be reasonably likely to cause harm to the Smithsonian. Any such Confidential Information, or copies or transcripts thereof, shall be returned to the Smithsonian upon completion of the work, or immediately destroyed upon request by the Smithsonian.

Contractor's Name:	
Purchase Order #:	
Individual's Name:	
Individual's Signature:	
Date:	