August 25, 2015

Announcement: Request for Proposals for Constituent Engagement Coordination Services

The Smithsonian Institution (SI) National Museum of African American History and Culture (NMAAHC)’s Office of Community and Constituent Services establishes strategic partnerships on behalf of the Museum focused on capacity building within African American museums and other organizations that promote the study or appreciation of African American life, art, history, or culture and professional networked entities that have a broad reach to institutions and individuals across a large geographic area. Those groups are classified according to museum strategic priorities—Intra-Smithsonian, Washington, DC metro area, state/regional, international.

NMAAHC is seeking the services of a qualified Constituent Engagement Coordinator (the Contractor) to provide professional, technical, and non-personal communication coordination services for the Office of Community and Constituent Services. 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, September 11, 2015. All proposals should be submitted to the attention of Allison Prabhu at prabhua@si.edu.

Attached:
- Request for Quote
- Statement of Work
- Quote Submission Form
- OCON-120, Notice of Mandatory Registration in the System for Award Management
- 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
REQUEST FOR QUOTE FOR
TECHNICAL OR PROFESSIONAL, NON-PERSONAL SERVICES FOR
Constituent Engagement Coordination Services

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

The Smithsonian Institution plans to award based on best value. The Procurement Official intends to award without discussion. However, the Procurement Official reserves the right to seek clarifications if determined necessary.

The Smithsonian does NOT encourage overly elaborate written technical materials. The technical quote should be written so that the Offeror’s understanding of the Statement of Work may be evaluated. It must disclose the company’s technical approach in sufficient enough detail to provide a clear and concise presentation that includes but is not limited to the requirement of the technical proposal criteria/instructions.

The period of performance will be on or about October 1, 2015, to September 30, 2016.

I. SUBMITTING YOUR QUOTE

Price quotes are to be submitted by electronic mail (email). Quotes are due on or before 11:59pm on Friday, September 11, 2015.

Attn: Allison Prabhu
Email to: prabhua@si.edu

Smithsonian Institution
National Museum of African American History and Culture

You are hereby informed that mail sent via the U.S. Postal Service to Smithsonian organizations is received at a central sorting and distribution unit and isn’t date stamped received until packages are actually received and opened at the museum’s street address. It is advisable that quotes and documents included as part of quote packages that are not sent via email be hand-delivered or submitted via direct package delivery companies to the museum’s street address.
Questions or comments pertaining to the RFQ should be submitted via electronic mail (email) to Allison Prabhu (prabhua@si.edu) no later than **5:00 PM, September 4, 2015**. All questions having impact on the RFQ will be issued to all vendors via electronic mail (email).

If you decline to submit a quote, we would appreciate receiving e-mail notification by September 10, 2015.

II. DESCRIPTION OF REQUIRED SERVICES

The Smithsonian Institution has a requirement for 2,080 hours of communication coordination services in accordance with the Statement of Work (SOW).

III. TYPE OF CONTRACT

The award will be a Firm-Fixed Price contract. This firm-fixed price shall include all direct and indirect costs necessary to complete the requirements as outlined in the SOW for 2,080 hours of communication coordination services to be completed on or about September 30, 2016. All services must be coordinated directly with the Smithsonian Institution’s Contracting Officer’s Technical Representative (COTR), including mutual approval of all contractor proposed plans of action.

IV. EVALUATION

The Smithsonian Institution plans to award based on “Best Value.” “Best Value” will be based on the following factors:

   A. Price

The price evaluation will cover the pricing submitted for the base year plus two (2) option years.
B. Relevant Experience/ Qualifications/Technical Competence/Résumé

The contractor to perform the work will provide a brief narrative summary (NTE 500 words) of his/her educational training in and practical knowledge about communication coordination services. These services include the ability to provide services related to the coordination, editing, developing of communications and engagement of external stakeholders via these communication efforts. This experience must be for an organization comparable in size and scope to the National Museum of African American History & Culture, within the last three (3) years. At least 3-5 years of professional experience, particularly in a non-profit, communications-related or public affairs setting; experience successfully managing internal and external stakeholders.

The summary will include a minimum of one (1) and a maximum of three (3) projects, customers, time frames, contract dollar values, locations of contract performance, and complexity of work. The relevant experience of the contractor to perform the work will be used to facilitate the determination of the capabilities of the contractor to perform the work required in the Statement of Work (SOW).

The contractor to perform the work will have experience with:

- Experience in office management, scheduling, and basic project management, including assessing office needs and organizing systems
- Strong verbal communication skills and excellent writing, editing and grammar skills, with experience assisting in the preparation of high quality communication materials, as well as drafting original material and editing the work of other for newsletter and social media style communications
- Must be highly motivated, dependable, organized, comfortable working in a team setting and a conscientious self-starter
- Solid project-management skills and attention to detail
- Ability to adapt and be flexible in a dynamic, “start-up” work environment
- Demonstrated success in communicating to and engaging culturally diverse audiences and stakeholders
- Proven ability to collaborate across divisions to implement processes and achieve results; track record of building and maintaining productive relationships with multiple stakeholders
- Ability to prioritize, multi-task efficiently and respond to a high volume of ongoing requests in a timely fashion
- Bachelor degree (or equivalent related work experience) required, preferably in Journalism, Communications or Marketing; Master’s degree in relevant field is a plus
The contractor shall also have experience with Microsoft Word, MS Outlook for scheduling and calendar management, Excel and MS Publisher. Extensive knowledge of Access desired and familiarity with SharePoint preferred. The contractor shall have a strong background or interest in African American or American history and/or culture, which may be demonstrated by a college or university major or minor in African American or American history and/or culture or by work experience.

The contractor to perform the work will also provide a résumé highlighting education, work experience, qualifications, and technical competence that demonstrates the contractor meets the requirements of the SOW.

C. Past Performance

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

The Smithsonian Institution plans to award without discussions, however, does reserve the right to conduct discussions if later determined by the Contracting Officer to be necessary.

Failure to furnish complete information requested in the RFQ may cause the Offeror to be judged non-responsive and immediately be removed from further consideration for this award.

All of the above factors are of equal importance.

V. INTENT TO EXERCISE OPTIONS

The Smithsonian Institution reserves the sole option to extend this purchase order to engage the Contractor in providing similar services for additional one-year periods as stated below. These option periods are subject to: 1) acceptance and approval by the Contracting Officer’s Technical Representative during the respective contract period, 2) availability of funds from which payment for contract purposes can be made, and 3) the contract price for
services to be provided under the optional periods shall be as stated in contractor’s amendment.

A written modification will be issued to exercise any options. In the event the Smithsonian exercises its right to extend the period of performance under this contract, all other terms and conditions hereunder shall remain unchanged.

Base - The period of performance for the base effort shall be from about October 1, 2015, to September 30, 2016.

Option 1 - If exercised, the period of performance for this effort shall be from about October 1, 2016, to September 30, 2017.

Option 2 - If exercised, the period of performance for this effort shall be from about October 1, 2017, to September 30, 2018.

VI. INSURANCE REQUIREMENTS

Prospective contractors are required to have General Liability Insurance. The SI must be listed as additional insured for the contractor’s General Liability insurance or the contractor may obtain insurance through the Smithsonian Institution. Proof of insurance, or a statement of intent to obtain insurance in advance of the period of performance, must be submitted with quotes. Work may not begin without proof of insurance.

VII. 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 VIII 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. Indicate that you are requesting a DUNS number to assist with eligibility for U.S. 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.
VIII. 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 or via toll free call to 1-888-606-8220. There is no charge for registering in SAM.

For vendors who were registered in CCR prior to July 30, 2012, this means:

- All information in CCR was transferred to SAM and available for viewing and updating on July 30, 2012;
- Vendors will not have to re-register in SAM if their CCR was active and valid on July 30, 2012, however,
  - They will have to set up a SAM user ID. Once this is done, the vendors will have access to all their information and may edit it as needed,
  - They may set up an ID when they are notified by the SAM that it is time to renew registration.
- Vendors who attempted to access their information by going to the current CCR website on and after July 30, 2012, should have been automatically redirected to SAM.

For vendors who were not registered in CCR prior to July 30, 2012, this means:

- Vendors will need to obtain a DUNs number (see Part V. above) in order to register in SAM.
- Beginning on July 30, 2012, they must be directed to http://sam.gov to complete registration in SAM.
- The registration process via SAM has been changed for SAM, and is reported to be streamlined and much easier than the CCR process.

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.

IX. LEGISLATIVE AND/OR ADMINISTRATIVE REQUIREMENTS

A. Service Contract Act of 1965, as amended

If services to be performed are covered by the Service Contract Act (SCA), as amended, the SCA shall apply to all work performed under the contract, purchase order, or GSA schedule task order to be issued. Individuals and companies submitting quotes are encouraged to verify the wages and fringe benefits determined by the U.S. Department of Labor to be payable for the Labor Category and in within the location that work performance will occur as cited in the Statement of Work. The SCA wages and fringe benefits payable shall be part of the order award.

Individuals and companies awarded a contract, purchase order or GSA schedule contract task order for SCA covered services are responsible, and required by law, to deliver to its employee(s) or post a notice of the required compensation in a prominent place at the worksite. The SCA provides authority to contracting agencies to withhold contract funds to reimburse underpaid employees, terminate the contract, hold the contractor liable for associated costs to the government, and debar from future government contracts for a period of three (3) years any persons or firms who have violated the SCA. The contracting officer awarding this order, or the Smithsonian Inspector General, may periodically require contractors to provide information that verifies compliance with the SCA for services provided under the awarded contracts, purchase orders or GSA schedule contract task orders.

B. E-Verify

If at award, or anytime during contract performance, the dollar amount of the contract award exceeds $150,000 or $5,000,000 under GSA Schedule, with a period of performance over 120 days, the successful bidder is required to register in the E-Verify System and verify that all individuals to be hired under the contract award are eligible for employment within the U.S. This requirement is not applicable to work that will be performed outside the U.S. or for Commercial Off the Shelf (COTS) items.

E-Verify is an Internet-based system operated by the Department of Homeland Security (DHS), U.S. Citizenship and Immigration Services (USCIS). It allows employers
to verify the employment eligibility of their employees, regardless of citizenship. For more information on e-verify and when, why and how to register and use the system please go to the USCIS site on the World Wide Web at:

http://www.uscis.gov/portal/site/uscis/menuitem.5af9bb95919f35e66f614176543f6d1a/?vgnextoid=cb2a535e0869d110VgnVCM1000004718190aRCD&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD.

*Executive Order 13465 and Homeland Security Policy Directive 12 (HSPD-12)*

**C. Background Investigations**

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 Contractor Personnel, may be 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.

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)

X. INFORMATION TO BE SUBMITTED WITH QUOTES

Quotes submitted must include:

A. Completed Quote Submission Form
B. Résumé
C. Certificates or other documentation confirming insurance if applicable
Introduction
The Smithsonian Institution (SI) National Museum of African American History and Culture (NMAAHC)’s Office of Community and Constituent Services establishes strategic partnerships on behalf of the Museum focused on capacity building within African American museums and other organizations that promote the study or appreciation of African American life, art, history, or culture and professional networked entities that have a broad reach to institutions and individuals across a large geographic area. Those groups are classified according to museum strategic priorities—Intra-Smithsonian, Washington, DC metro area, state/regional, international.

NMAAHC is seeking the services of a qualified Constituent Engagement Coordinator (the Contractor) to provide professional, technical, and non-personal communication coordination services for the Office of Community and Constituent Services. The Contractor is not an employee of the Smithsonian Institution.

Scope of Work
The Contractor shall work to perform professional, technical, and non-personal services related to the coordination, editing, developing and engagement of external stakeholders for the Office of Community and Constituent Services between October 1, 2015 and September 30, 2016. The project will take place over the period of performance at Capital Gallery, 600 Maryland Avenue, SW, Washington, DC. Work will be scheduled at mutually convenient times for the contractor and the Contracting Officer’s Technical Representative (COTR). Capital Gallery is accessible by public transportation.

Statement of Work
The Contractor shall use their own methods and subject matter expertise to provide the following services and deliverables:

Develop Constituent Engagement Strategy
- Develop constituent engagement strategy for internal and external CCS stakeholders. Specific tasks may include:
  - Work with CCS team to understand office content and distribution preferences
  - Create a communication strategy for CCS stakeholder network(s)
  - Develop appropriate communication platform(s) for constituent group(s) and content

Develop Communication Content
- Assist the CCS team in developing content for distribution to constituent group(s). Specific tasks may include:
  - Create and/or edit CCS communications and correspondence, including social media announcements, website content, Intranet content, and other constituent communication vehicles.
- Assist senior staff in developing messaging for distribution of departmental priorities, projects, and news
- Incorporate partner voices/comments into the documents circulated by CCS
- Ensure consistent language, tone and messaging for all constituent communications
- Assist senior staff in developing CCS and project-specific talking points

**Constituent Communication & Engagement Management**
- Ongoing management of internal and external constituent communications. Specific tasks may include:
  - Serve as pro-active liaison with designated constituent groups to ensure work of CCS is widely distributed
  - Maintain CCS constituent communication calendar that coincides with departmental priorities
  - Assist with maintenance and development of constituent contact lists/databases

**Performance Standards**

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

B. The Contractor shall work cooperatively and professionally with NMAAHC staff, contractors, and volunteers.

C. The Contractor shall bring any concerns or questions to the attention of the COTR or their assigned individuals.

**Period of Performance**

A. The work shall proceed upon the completion of a signed purchase order, commencing on or around **October 1, 2015 and finishing no later than September 30, 2016**. This effort is approximately full time, 2,080 hours of work total.

B. The NMAAHC, in agreement with the Contractor, may exercise the option to extend the contract for two (2) optional 12-month option periods that will run from **October 1, 2016 through to September 30, 2018**.

C. The specific work schedule will be determined by mutual agreement between the COTR and the Contractor.

**Smithsonian Furnished Property**

A. The NMAAHC shall provide the following:
   1. Descriptions of CCS projects, initiatives and target audiences, as needed.
   2. NMAAHC media and PR guidelines and graphics, as needed.
   3. Access to NMAAHC offices at Capital Gallery as needed, to include computer equipment, desk and access to NMAAHC printers.

B. 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.
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 is 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 Allison Prabhu, prabhua@si.edu, the Contracting Officer’s Technical Representative (COTR) and NMAAHC Supervisory Program Manager.

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

## PROJECT TITLE: CONSTITUENT ENGAGEMENT COORDINATION SERVICES

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### Insurance – X applicable box
- I have attached certificates or other documentation confirming appropriate types and levels of insurance.
- I intend to purchase Smithsonian insurance.

## EVALUATION FACTORS

### A. Price

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Date through which Pricing is Valid

### B. Relevant Experience • Qualifications • Technical Competence • Résumé

**Relevant Experience • Qualifications • Technical Competence**
The contractor to perform the work will provide a brief narrative summary (NTE 500 words) of his/her educational training in and practical knowledge and experience providing services comparable to those described in the Statement of Work.

**Résumé**
Submit a résumé with this form.

### C. Past Performance

**Past Performance**
The contractor to perform the work will provide the names and contact information for at least two (2) people who can answer specific questions about the quality, workmanship, and scheduling relating to current or previous experience as a contractor, employee, or intern with providing services comparable
to those described in the Statement of Work. The contractor to perform the work will provide the dates for the periods of performance and brief description of the work performed.
Notice to all Current and Prospective Smithsonian Institution Contractors

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

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), formerly the Central Contractor Registration (CCR) system. 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.

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 a copy of the written confirmation of your SAM registration. 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.

Free assistance with SAM registration is available via the Federal Service Desk 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.

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,

Thomas E. Dempsey
Deputy Director

PO Box 37012, CC350, MRC 1200
Washington, DC 20013-7012
202.633.7290 Telephone
202.633.7410 Help Desk

OCon 120, Notice of Mandatory Registration in the System for Award Management
August 2012 (Rev.)
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 re-performances of nonconforming services at the Contractors expense. The SI must exercise its post acceptance rights-(1) Within a reasonable period of 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. 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 conforms 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 - Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer. All disputes must be submitted within 12 months after accrual of the claim to the Contracting Officer for a written decision. The Contracting Officer shall mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and conclusive, unless within 60 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary of the Smithsonian Institution. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive, unless determined to have been fraudulent, or capricious or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. The Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

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: (1) Technical requirements and descriptions, specifications, statements of work, drawings or designs; (2) Shipment or packing methods; (3) Place of delivery, inspection or acceptance; (4) Reasonable adjustments in quantities or delivery schedules or both; and, (5) 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 authorizing 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. DISCLOSURE - Information relating to this purchase order shall only be used by the Contractor or subcontractor solely for the performance of this contract. Neither party shall disclose any information concerning this agreement to include the release, reproduction, distribution of any data, produced in the performance of this purchase order to any third party without securing the prior written consent of the SI Contracting Officer or his/her Representative. Use or disclosure of information shall be solely for the purpose of carrying out this purchase order agreement. The SI information is provided and received in confidence, and the Contractor, subcontractor or other third parties shall at all times preserve and protect the confidentiality thereof. Any such confidential information, copies or transcripts thereof, shall be returned to the SI upon completion of the work, or immediately destroyed upon request by the SI.

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 - Contractor's conducting work on the SI premises are required to obtain a temporary or permanent identification badge. Contractor's employee(s) requiring a permanent 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 temporary 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 the Contractor hereby warrants and represents that the 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 compliant initially, the Contractor will provide a migration path and express commitment to upgrade to IPv6 for all application and product features by June 2008. 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.

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. Upon request the Contracting Officer will make their full text available. The full text of the following FAR clauses may be viewed at www.arnet.gov/far. For the full text of Smithsonian Institution clauses contact your procurement delegate. The Contractor shall comply with the following Smithsonian Institution and Federal Acquisition Regulation (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
- 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
  - 52.223-5 Pollution Prevention and Right-to-Know Information
  - 52.225-1 Buy American Act-Supplies
  - 52.225-13 Restrictions on Certain Foreign Purchases
  - 52.232-11 Extras
  - 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 Central Contractor Registration
- 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
- 52.222-50 Trafficking Victims Protection Act (applicable to non-commercial services)
- 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
SMITHSONIAN INSTITUTION  
INDEPENDENT CONTRACTOR CLAUSES

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 form 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.
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:  