

December 12, 2017

Announcement: Request for Proposals for Prospect Research Coordinator

The Smithsonian Institution (SI) National Museum of African American History and Culture (NMAAHC) Office of Strategic Partnerships (OSP) establishes partnerships on behalf of the Museum focused on organizational capacity building and museum professional development within organizations promoting the study or appreciation of African American and African Diaspora life, art, history, or culture and professional networked entities that have 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 services of a qualified Prospect Research Coordinator (Contractor) to provide professional, technical, and non-personal prospect research services for the Office of Strategic Partnerships. The Contractor is not an employee of Smithsonian Institution.

If you are interested in submitting a proposal, please carefully review the attached documents and adhere to the instructions for submission. For more information about the NMAAHC Office of Strategic Partnerships, please visit: <https://nmaahc.si.edu/connect/osp>.

Proposals are due before 11:59 p.m. on Friday, January 12, 2018. All proposals should be submitted to the attention of Auntaneshia Staveloz at StavelozA@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

**Smithsonian Institution
National Museum of African American History and Culture**

**REQUEST FOR QUOTE FOR
TECHNICAL OR PROFESSIONAL, NON-PERSONAL SERVICES FOR
Prospect Research 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 Prospect Research 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 **March 1, 2018 to February 28, 2019.**

I. SUBMITTING YOUR QUOTE

Price quotes are to be submitted by electronic mail (email). Quotes are due on or before 11:59pm on **Friday, January 12, 2018.**

Attn: Auntaneshia Staveloz
Email: StavelozA@si.edu

Smithsonian Institution
National Museum of African American History and Culture
600 Maryland Ave. SW, Suite 550E
Washington, DC 20024

It is advisable that quotes and documents included as part of proposal packages that are not sent via email be hand-delivered or submitted via direct package delivery companies to the listed street address.

Smithsonian Institution
National Museum of African American History and Culture

Questions or comments pertaining to the RFQ should be submitted via electronic mail (email) to Auntaneshia Staveloz (StavelozA@si.edu) no later than **5:00 PM, Friday, January 5, 2018**. All questions with answers having impact on the RFQ will be issued to all vendors via electronic mail (email) by **12 Noon on Tuesday, January 9, 2018**.

If you decline to submit a quote, we would appreciate receiving e-mail notification by Wednesday, January 10, 2018.

II. DESCRIPTION OF REQUIRED SERVICES

The Smithsonian Institution has a requirement for 1,040 hours of prospect research 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 1,040 hours of prospect research coordination services to be completed on or about February 28, 2019. 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.

Smithsonian Institution
National Museum of African American History and Culture

B. Relevant Experience/ Qualifications/Technical Competence/Résumé

The contractor to perform the work will provide a brief narrative summary (NTE 1,000 words) of his/her educational training and/or certifications, and practical knowledge about prospect research coordination services. These services include the ability to provide coordination and insights related to research, analysis and solicitation of funding resources for endowment campaigns, major gifts and special projects funding. The Contractor must have the ability to mobilize both internal and external stakeholders, to include donor base representatives. This experience must be for an organization comparable in size and scope to the National Museum of African American History and Culture, within the last three (3) years. At least 3-5 years of professional experience, particularly in a non-profit, fundraising, development or advancement position in the museum or cultural sector.

The summary will include a minimum of three (3) successfully funded projects to include 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 in the following areas:

- Prospect research coordination, donor cultivation and fundraising.
- Donor relations and management.
- Donor database management.
- Strong written and verbal communication skills.
- Ability to manage details and follow through.
- Must be highly collaborative.
- Must be an effective team member and team builder.
- Must have a strong customer service orientation.
- Must be highly motivated, dependable, organized, comfortable working in a team setting and a conscientious self-starter.
- Demonstrated success in communicating to and engaging with 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
- Master's degree or equivalent work related experience required, preferably in fundraising, development, or advancement.
- The Contractor shall also have experience with Microsoft Word, MS Outlook for scheduling and calendar management, Adobe Pro, Raiser's Edge, and Excel.

Smithsonian Institution
National Museum of African American History and Culture

The contractor to perform the work will also provide the following subsequent materials: (1) a writing sample, (2) list of awarded projects/initiatives, fundraising campaigns, and endowment of \$5M or similar; and (3) 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 three (3) 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 with top two candidates if deemed necessary by the Contracting Officer before making final selection.

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

Smithsonian Institution
National Museum of African American History and Culture

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 March 1, 2018 to February 28, 2019.

Option 1 - If exercised, the period of performance for this effort shall be from about March 1, 2019 to February 28, 2020.

Option 2 - If exercised, the period of performance for this effort shall be from about March 1, 2020 to February 28, 2021.

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.

Smithsonian Institution
National Museum of African American History and Culture

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

Smithsonian Institution
National Museum of African American History and Culture

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/?vgnnextoid=cb2a535e0869d110VgnVCM1000004718190aRCD&vgnnextchannel=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.

X. INFORMATION TO BE SUBMITTED WITH QUOTES

Quotes submitted must include:

- A. Completed Quote Submission Form**
- B. Résumé**
- C. Writing Sample**
- D. Record of Awarded Funds—Programs, Endowment, Major Gifts**
- E. Certificates or other documentation confirming insurance (if applicable)**
- F. References**

Smithsonian Institution
National Museum of African American History and Culture
Office of Strategic Partnerships
Prospect Research Coordination Services

December 1, 2017

Introduction

The Smithsonian Institution (SI) National Museum of African American History and Culture (NMAAHC) Office of Strategic Partnerships (OSP) establishes partnerships on behalf of the Museum focused on organizational capacity building and museum professional development within organizations promoting the study or appreciation of African American and African Diaspora life, art, history, or culture and professional networked entities that have 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. For more information about the NMAAHC Office of Strategic Partnerships, please visit: <https://nmaahc.si.edu/connect/osp>.

NMAAHC is seeking services of a qualified Prospect Research Coordinator (Contractor) to provide professional, technical, and non-personal event coordination services for the Office of Strategic Partnerships. The Contractor is not an employee of Smithsonian Institution.

Scope of Work

The Contractor shall work to perform professional, technical, and non-personal services related to identifying, researching and analyzing prospects for major gift discovery, cultivation and solicitation for the Office of Strategic Partnerships between March 1, 2018 and February 28, 2019. The project will take place over the period of performance primarily from a remote location of the Contractor's choosing and at Capital Gallery, 600 Maryland Ave. SW, Washington, DC 20024 as appropriate. 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 Prospect Research Coordinator will be responsible for identifying, collaborating, and presenting prospects to OSP Senior leadership for further cultivation related to opportunities appropriate for funding projects/initiatives or building an endowment for the work of the Office of Strategic Partnerships. The Coordinator reports to the Supervisory Program Manager for timely prospect follow up and data capture.

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

Research and Analysis

- Identifies and profiles individuals, corporate, and foundation donors, and researches Prospects for endowed gifts, special project funding, and annual/sustained support.

Smithsonian Institution
National Museum of African American History and Culture
Office of Strategic Partnerships
Prospect Research Coordination Services

- Prepares data analysis and reports of research findings. Identifies and ranks new prospects using a broad range of internal and external data sources.
- Provides written reports about specific donors and prospects, containing an analysis of information gathered from public sources. Constructs and distributes in-depth profiles, confidential briefing documents, and other research materials using multiple screening strategies and methodologies.
- Analyzes data to recommend prospects to solicit.
- Shares wealth-generating prospect news with team members on a bi-weekly basis.
- Maintains an ongoing list of possible prospects for the Office of Strategic Partnerships and monitor prospect moves and goals.
- Maintains prospect database with updated demographic, assets and wealth-generating news information.
- Enter new and process updates to demographic records.
- Schedule and participate in prospect and review meetings and prospect strategy discussions.

Donor Cultivation and Relations

- Identify integrated system for data management of prospect demographic records for both person and organization records.
- Communicate in writing or phone with senior level professionals regarding prospects and potential funding opportunities and relationships.
- Participates in meetings with potential donors and other fundraising professionals.
- Assists in formulating OSP procedures and standards governing prospect research in coordination with Museum's Development staff. Advises and assists management in the implementation of established policy and procedures.
- Conducts work in compliance with Smithsonian standards and protocols.

Performance Standards

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

Smithsonian Institution
National Museum of African American History and Culture
Office of Strategic Partnerships
Prospect Research Coordination Services

- 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 **March 1, 2018 and finishing no later than February 28, 2019**. This effort is approximately part-time, not to exceed 1,040 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, running from March 1, 2019 to February 28, 2021.
- 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:
 - a. Descriptions of OSP projects, lists of partners, and summaries of departmental goals and priorities.
 - b. NMAAHC and SI strategic plan and framework.
 - c. Access to NMAAHC offices at Capital Gallery as needed, to include computer equipment, desk and access to NMAAHC printers.
 - d. Remote access credentialing as appropriate (e.g. Citrix, etc.).
- 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 ad care—due to Contractor negligence or omission.

**Smithsonian Institution
National Museum of African American History and Culture
Office of Strategic Partnerships
Prospect Research Coordination Services**

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 hours worked and a summary of services performed during the pay period. The Contractor shall submit the invoice and supporting documentation to the Contracting Officer's Technical Representative (COTR). Billing is for hours worked and does not include lunch or breaks.

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

Invoices are to be submitted to the attention of Auntaneshia Staveloz (StavelozA@si.edu) the Contracting Officer's Technical Representative (COTR) and NMAAHC Supervisory Program Manager.

Delegation of Contracting Officer's Technical Representative

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 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			
Business/Contractor Name		Date Submitted	
Address			
Email Address			
Telephone Number			
DUNS Number			
Insurance – X applicable box			
<input type="checkbox"/>			
<input type="checkbox"/>			
EVALUATION FACTORS			
A. Price			
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



Smithsonian
*National Museum of African American
History and Culture*

QUOTE FORM

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.

<p>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.</p>	
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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) (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.ptac-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,

A handwritten signature in blue ink, appearing to read "Thomas E. Dempsey".

Thomas E. Dempsey
Deputy Director

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

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 re-performances of nonconforming services at the Contractor's 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 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 - 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 authorize 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 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 - (1) 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. (2) 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. (3) 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. (4) 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. (5) 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 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, requires that all agencies' infrastructure must be using IPv6 and all agency networks must interface with this infrastructure by June 2008.

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)
- 52-222-54 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

INDEPENDENT CONTRACTOR CLAUSES

INDEPENDENT CONTRACTOR NOT AN EMPLOYEE

- A. 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 benefit, 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.

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.

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 Agreement.

- B. The parties, by this Agreement, do not intend to create a partnership, principal/agent, master/servant, or joint venture relationship, and nothing in this Agreement shall be construed as creating such a relationship between the parties.

Neither party may incur any obligation on behalf of the other.

- C. Contractor agrees and acknowledges that Smithsonian assumes no responsibility whatsoever for the acts, errors and/or omissions of Contractor beyond those which 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 Agreement; 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 use of materials provided by the Contractor contains 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 is 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.

RESPONSIBILITIES OF THE CONTRACTOR

Neither the Smithsonian's review, approval, acceptance or 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.

SMITHSONIAN CONFIDENTIALITY CLAUSE

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:	