Smithsonian Institution
OCon 105
Request for Quote (RFQ)
Curatorial Assistant for Creative Encounters: Living Religions in America

Professional, Non-personal Services

This Request for Quote (RFQ) is issued by the Center for Folklife and Cultural Heritage, Smithsonian Institution (SI), for technical professional, non-personal services to provide research, documentation, archival, and administrative services in accordance with the Statement of Work (SOW).

I. SUBMITTING YOUR QUOTE

Price quotes may be submitted by electronic mail (email). Quotes are due by 5pm ET on Tuesday, April 5, 2022, at:

Smithsonian Institution
Center for Folklife and Cultural Heritage
Smithsonian Folklife Festival

Attn: Sarah Roffman
Email to RoffmanS@si.edu

II. DESCRIPTION OF REQUIRED SERVICES

The SI has a requirement for a Latinx curatorial assistant for the Smithsonian Folklife Festival Creative Encounters: Living Religions in America program at the Center for Folklife and Cultural Heritage office in Washington, D.C. A firm fixed price will be awarded. The award will be for one basic year with two one-year options. Some domestic travel is required.

The position requires the following qualifications:

- Knowledge of and familiarity with cultural research and documentation practices, preference will be given to those with an interest in understanding faith, religion, spiritual and/or humanist traditions.
- Experience working with diverse Latinx communities and audiences.
- Experience with live and virtual event production with an emphasis on festivals.
- Experience with media production and managing digital assets.
- Strong bilingual written and oral communication skills in English and Spanish.
- Strong interpersonal and team-building skills.
III. EVALUATION

The SI plans to award based on best value to the SI considering the following factors. The SI plans to award without discussions, however, does reserve the right to conduct discussions if later determined by the Contracting Officer to be necessary.

All of the following factors are of equal importance. Evaluation factors are:
   A. Relevant Experience
   B. Résumé
   C. Writing Sample
   D. Price

A. Relevant Experience

   1. Please submit a one-to-two-page cover letter addressing your relevant experience that indicates your suitability for this project. Provide examples of specific projects, cultural research, live or digital programs, community engagement work, and impacts achieved, and provide up to three references or points of contact for those who can answer specific questions about the quality of the work performed. Be sure to address the following qualifications:
      • Knowledge of and familiarity with cultural research and documentation practices
      • Experience in engaging with faith, religion, spiritual and/or humanist traditions
      • Experience working with diverse Latinx communities and audiences.
      • Experience with live and virtual event production with an emphasis on festivals.
      • Experience with media production and managing digital assets.
      • Strong bilingual written and oral communication skills in English and Spanish.
      • Strong interpersonal and team-building skills.

B. Résumé or CV

C. Writing Samples

Please submit two types of concise writing samples, one that is more public facing, and one that exemplifies a production or research coordination skillset.

   • Examples include articles, blog posts, research plans and reports, grant applications and reports, exhibition or media scripts, run of shows, community meeting write ups or planning documents, etc.
• Collaborative or co-written documents are acceptable, please be clear about the role played in creating the document.
• Do not submit more than two samples.

D. Price
Provide payment plan based on 40hr week, submit an hourly rate.
*Schedule subject to change leading up to, during and after Festival.

IV. INSURANCE REQUIREMENTS
Prospective contractors are required to have General Liability Insurance for $1,000,000. The SI must be listed as additional insured for the General Liability insurance. Proof of insurance must be submitted with quotes. SI also provides insurance if requested.

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

VI. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION (formerly CCR)
It is a requirement that current and prospective recipients of contract and purchase orders awarded by the SI must complete registration and maintain an active record in the System for Award Management (SAM). The SAM requires a one-time business registration, with annual updates, and allows vendors to control the accuracy of the business information they enter. The financial data you enter, which includes the electronic funds transfer (EFT) data collected by SAM, will assist the SI in paying your invoices and complying with the Federal Debt Collection Improvement Act of 1996. You may complete or update your information in SAM online at http://sam.gov. Questions regarding the process may be directed to the Federal Service Desk online at www.fsd.gov 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.

VII. 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=cb2a535e0869d110VgnVCM100004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM100004718190aRCRD.

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 Contractors’ Personnel, is included. The following actions shall be required to be completed by the SI Contracting Officer’s Technical Representative (COTR) and successful vendor:

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

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

Homeland Security Policy Directive 12 (HSPD-12)

VIII. INFORMATION TO BE SUBMITTED WITH QUOTES

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

A. Project Title
B. Business name, address, telephone number, and DUNS number
C. Business point of contact name, telephone number and email address
D. Pricing. Ensure that base year and option year pricing is included.
E. Past Performance information should include the contract number, contact person with telephone number and other relevant information for at least 3 recent relevant contracts for the same or similar goods and/or services.
F. Certificates or other documentation confirming appropriate types and levels of insurance required are in effect, and other certificates and documentation requested.
G. If services are subject to the requirements of the Service Contract Act provide with your quote:
   1. U.S. Department of Labor wage determination hourly rate payable within the location of work performance
   2. Health and Welfare hourly rate payable within the location of work performance
   3. IFF hourly rate payable within the location of work performance
   4. G & A hourly rate payable (e.g., markup, overhead, etc.) within the location of work performance
   5. Vacation hourly rate payable within the location of work performance
   6. Holiday hourly rate payable within the location of work performance
H. If requested in the RFQ, provide résumés of personnel that may be assigned to perform work under the anticipated award.
I. When prices quoted are in accordance with the terms of a General Services Administration (GSA) schedule contract, provide the following information: your GSA contract number, SIN, goods and/or services pricing.
J. Indicate any discounts to your GSA schedule contract pricing that is being extended to the SI by your price quote(s).
K. Cite the date through which pricing submitted is valid.

ATTACHMENT(S):

- Statement of Work for Curatorial Assistant for Creative Encounters: Living Religions in America, February 25, 2022
- Form SI-147A, Smithsonian Institution Purchase Order Terms and Conditions
STATEMENT OF WORK
Curatorial Assistant for Creative Encounters: Living Religions in America

Scope of Work
The Contractor shall provide professional, technical, non-personal services to the Center for Folklife and Cultural Heritage (CFCH), Smithsonian Institution (SI). Specifically, the Contractor shall provide research, documentation, archival, and administrative services in support of the project as outlined above.

Statement of Work
The Smithsonian Institution Center for Folklife and Cultural Heritage (CFCH) is producing Creative Encounters: Living Religions in America for the 2023 Smithsonian Folklife Festival (SFF). Preparation, implementation, and evaluation of this project will span 2021 through 2024. The work outlined below is in support of these objectives and must be performed in a manner consistent with CFCH’s current strategic goals and the mission, vision, and values of SI.

Contractor shall perform duties within the following categories:

1) Research and Collections
   Assist with ethnographic fieldwork and library and/or online research to identify key trends and individuals shaping and/or reflecting the diversity of Latinx religious thought and practice. Assist with coordinating researchers in the field and collecting administrative documents in order to put research contracts into place and complete travel, etc. Assist with the collection and organization of digital assets from ethnographic research, turning assets over to the archives with the appropriate metadata.

2) Event Coordination and Production
   Assist with planning, marketing, and implementation of Creative Encounters programs with Latinx content. Collect required administrative documents, including those for travel. Conduct bilingual written and oral communication in English and in Spanish in a culturally sensitive way with program participants and other stakeholders. Interface closely with project partners, and communications and production teams across the office and other Smithsonian units. Actively help run programs, and coordinate debriefs after the completion of each program.

3) Media Project Coordination and Production
   Work closely with the Creative Encounters lead curator to identify areas for new documentation, reviews assets, create scripts, organize and format resources and material for website production and other educational materials and outreach projects including online magazine articles, videos, podcast and photo galleries. Assist in sharing this content through digital channels. Completion of Digital Asset Management System (DAMS) training.
4) Impact and Accessibility

Collect data after public programs and launch of online pieces to assess impact. Collect press, emails, and/or other types of reflections from audience members and participants. Work to make research and assets more accessible to Latinx audiences and researchers.

5) General Provisions

Contractor shall serve as liaison with other SI units and potential partners, sponsors, and participants outside of the Smithsonian for purposes of ongoing program development, implementation, and evaluation. Contractor shall establish a regular check in schedule with the Festival director and Creative Encounters lead curator. Contractor shall take all required trainings as assigned.

Deliverables

- Create research reports for each project assigned
- Complete documents with compiled information for finding aids
- Create organized folders with administrative documents for each participant and group
- Create documentation plans for public programs.
- Organize weekly program meetings, take and distribute notes to team members, and compile reports at the conclusion of each public program.
- Maintain an updated content production timeline
- Coordinate monthly Latinx communications meetings and take and distribute meeting notes to team members.
- Submit a report that maintains summaries of all Creative Encounters Latinx program, project, and scholarly outputs.

Period of Performance

All work under this purchase order shall begin on May 1, 2022, and be completed by May 1, 2023. The first period of performance is not to exceed 12-months, with an option for two additional 12-month periods. Timeframe TBD. Work schedule subject to change based on production schedule needs.

Place of Performance

The Contractor is responsible for their own equipment and work environment. The preliminary work can be completed at any off-site location the contractor deems necessary and appropriate to complete the work. Some onsite meetings are required in DMV offices/sites. During festival hours, setup and breakdown, the Contractor will be onsite (on National Mall and other Participant performance and lodging areas). During the Festival’s on-the-Mall presentations, Contractor will be required to work outdoors in varied environmental conditions.

Acceptance Criteria for Work Completed

The Services will be completed to the specifications and approval of Sabrina Lynn Motley, Technical Point of Contact, Director of the Smithsonian Folklife Festival.

Travel

Contractor will be required to travel (domestic) to conduct ethnographic research, planning meetings with partners, attend off-site programs and/or participate in conferences. Reimbursement of travel will be based on approval and proper receipts. All travel shall conform to all COVID-19 Country Guidelines.
Payment Schedule
Multiple payments shall be made upon completion and acceptance of all work as required, and monthly submission of invoices to CFCH Administrative Specialist with Technical Point of Contact (Folklife Festival director) copied.

COVID-19 Guidelines:
Proof of vaccination may be requested for work. The Contractor must abide by Smithsonian Institution requirements and by their government and/or countries guidelines. All staff and visitors, regardless of vaccination status, must continue to wear well-fitting, multi-layer face coverings inside of Smithsonian owned or leased properties. This requirement, along with practicing social distancing, taking the daily health screening, and staying home when sick, will remain in effect for the time being.
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-performance of nonconforming services at the Contractors expense. The SI must exercise its post acceptance rights- (a) Within a reasonable period of time after the defect was discovered or should have been discovered; and (b) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item. Inspection and acceptance will be at destination, unless otherwise provided in writing. Until delivery and acceptance, and after any rejections, risk of loss will be on the Contractor unless loss results from negligence of the SI. Final acceptance by the SI will be conditional upon fulfillment of the above requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. OTHER COMPLIANCES - The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

16. SECURITY CONSIDERATION - OPS, OCon 520 Contractor’s conducting work on the SI premises are required to obtain a temporary or long-term identification badge. Contractor’s employee (s) requiring a long-term identification badge is subject to a fingerprint review. An adverse finding during the fingerprint review may prohibit a contractor’s employee (s) from working on the contract. The SI will inform the contractor if a long-term identification badge is required.

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

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

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

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

20. RESPONSIBILITY OF SMITHSONIAN PROPERTY - Contractor assumes full responsibility for and shall reimburse and indemnify the SI for any and all loss or damage whatsoever kind and nature to any and all SI property, including any equipment, supplies, accessories, or parts furnished, while in the Contractor’s custody and care, or resulting in whole or in part from the negligent acts, omissions of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.
INTERNET PROTOCOL VERSION 6 (IPV6)

COMPLIANCE - In the event that the Contractor will be developing, acquiring, and/or producing products and/or systems pursuant to this Contract that will be connected to a network or that will interface with the World Wide Web, the following provisions shall apply: OMB Memo M-05-22, dated August 2, 2005, and OMB guidance, dated July 12, 2007 September 28, 2010, that requires procurements of networked IT comply with the USGv6 Profile and Test Program for the completeness and quality of SI IPv6 capabilities. The Contractor hereby warrants and represents that such products and/or systems to be developed, acquired and/or produced pursuant to this Contract will be IPv6 compliant. These products and/or systems must be able to receive, process, and transmit or forward (as appropriate) IPv6 packets and must be able to interoperate with other systems and protocols in both IPv4 and IPv6 modes of operation. If the product or system will not be IPv6 compliant initially, the Contractor will provide a migration path and express commitment to upgrade to IPv6 for all application and product features. Any such migration path and commitment shall be included in the Contract price. In addition, the Contractor will have available contractor/vendor IPv6 technical support for development and implementation and fielded product management.

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

Smithsonian Clauses

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

FAR Clauses

- 52.239-1 Privacy or Security Safeguards (see form SI 147B)
- 52.233-3 Protest After Award
- 52.244-6 Subcontracts for Commercial Items

Additional FAR clauses that apply when applicable:

- 52.204-6 Universal Numbering System (DUNS) NumberUnique Entity Identifier
- 52.204-7 System for Award Management
- 52.208-4 Vehicle Lease Payments
- 52.208-5 Condition of Leased Vehicle
- 52.208-6 Marking of Leased Vehicles
- 52.208-7 Tagging of Leased Vehicle
- 52.211-6 Brand Name or Equal
- 52.211-17 Delivery of Excess Quantities
- 52.222-54 Employment Eligibility Verification (E-Verify)
- 52.228-8 Liability and Insurance Leased Motor Vehicles
- 52.233-4 Applicable Law for Breach of Contract Claim
- 52.236-5 Material and Workmanship
- 52.247-29 F.o.b. Origin
- 52.247-34 F.o.b. Destination