

11/01/2024

The National Museum of African American History and Culture (NMAAHC) is seeking to award contract services for a Collections Technician to work alongside the Collections Management staff on a variety of collections care tasks, mainly in support of an ongoing collections rehousing and storage reorganization project. Attached is a Request for Proposals (RFP) with a Statement of Work (SOW) and clauses for interested bidders.

The goal is to fill 1 Collections Technician independent contractor position working a min 1700 hours and a maximum of 1940 hours annually. A single Independent Contractor is preferred vs. a larger firm offering a variety of subcontractors because Contractor(s) would receive several initial in-depth orientations/trainings to familiarize them with the facilities, resources, projects, processes, and safety, therefore consistency in staffing would be essential to avoid impacting the storage project schedule due to frequent re-orienting/training of new contractors.

The anticipated award date is January 6, 2025 with the base year ending January 5, 2026; there are 3 option years.

**Schedule for quotes:**

- Monday Nov. 4, 2024 - RFQ released
- Friday, Nov. 15, 2024 at 12pm EST – potential bidder questions cut-off date/time; responses to all request for information (RFI) questions from interested offerors sent to all interested offerors
- Tuesday, Nov. 19, 2024 at 4pm EST– Full and complete bidder submissions due
- Monday, Jan. 6, 2025 – anticipated award of contract(s) and start of work\*  
*\*Start date may vary per the Smithsonian Office of Contracting's final review and contract issuance date, or a date agreed upon by the COTR and Contractor's convenience.*

Please share this information with anyone who may be interested. Please reach out to me directly with any questions (no later than Friday, Nov. 15, 2024 at 12pm EST) and submit bid packages (no later than November 19, 2024 at 4pm EST), by email to [TarnowskiA@si.edu](mailto:TarnowskiA@si.edu).

Best Regards,

**Amber Tarnowski**

*she/her/hers*

Supervisory Collections Specialist  
Office of Collections Management

[TarnowskiA@si.edu](mailto:TarnowskiA@si.edu) | 202.306.0232 mobile  
MRC-851 | 3400 Pennsy Drive, Landover, MD 20785  
[nmaahc.si.edu](http://nmaahc.si.edu)



**Smithsonian Institution**  
**National Museum of African American History and Culture**  
**Collections Technician Services**  
**Request for Quote – November 4, 2024**

**TECHNICAL PROFESSIONAL, NON-PERSONAL SERVICES**

This Request for Quote (RFQ) is issued by the National Museum of African American History and Culture (NMAAHC), Smithsonian Institution (SI), for independent, non-government agents for technical professional, non-personnel services related to the physical handling, inventory, processing, storage, record keeping, and exhibition support of NMAAHC collections accordance with the Statement of Work (SOW). NMAAHC intends to award one (1) qualifying Collections Technicians a Firm Fixed Price Purchase Order.

**I. SUBMITTING YOUR QUOTE**

The Smithsonian Institution plans to award based on best value to the Smithsonian considering the following factors listed below. The Smithsonian Institution plans to award without discussion, however, does reserve the right to conduct discussions if later determined by the Contracting Officer to be necessary. Failure to furnish complete information requested in the RFQ may cause the Offeror to be judged non-responsive and immediately be removed from further consideration.

**II. DESCRIPTION OF REQUIRED SERVICES**

This Request for Quote (RFQ) is issued by the National Museum of African American History and Culture (NMAAHC), Smithsonian Institution (SI), for independent, non-government agents for technical professional, non-personnel services in accordance with the Statement of Work (SOW). Independently and not as an agent of the government, the Contractor(s) shall provide services as outlined in the SOW of professionally trained professional technical, and non-personal services related to the physical handling, inventory, processing, storage, record keeping, and exhibition support of NMAAHC collections. Most of the work is in support of an ongoing collections rehousing and storage reorganization project although some work supports the Office of Collections Management (OCM) across the board. See the attached Statement of Work (SOW) for details. The Contractor(s) shall conduct all on-site work in a safe manner and with compliance to Smithsonian guidance for prevention of the spread of COVID-19 while on-site at NMAAHC.

**INTENT TO EXERCISE OPTIONS**

All work shall begin around August 19, 2024 and be completed by August 18, 2025. The Smithsonian Institution reserves the sole option to extend this purchase order to engage the Contractor in providing similar services as stated below. These option periods are subject to: 1) acceptance and approval by the Contracting Officer's Technical Representative during the respective contract period, 2) availability of funds from which payment for contract purposes can be made, and 3) the contract price for services to be provided under the optional periods shall be as stated in contractor's amendment. A written modification will be issued to exercise any options. In the event the Smithsonian exercises its right to extend the period of performance under this contract, all other terms and conditions hereunder shall remain unchanged. Bidders are requested to submit quotes for:

- One price for the base period of performance for 1940 hours of services (January 6, 2025 – January 5, 2026)
- One price for option 1 to extend for 1940 hours of services (January 6, 2026 – January 5, 2027)

**Smithsonian Institution**  
**National Museum of African American History and Culture**  
**Collections Technician Services**  
**Request for Quote – November 4, 2024**

- One price for option 2 to extend for 1940 hours of services (January 6, 2027 – January 5, 2028)
- One price for option 3 to extend for 1940 hours of services (January 6, 2028 – January 5, 2029)

### III. EVALUATION

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. The SI plans to award based on best value to the SI considering all of the following factors of equal importance. Evaluation factors are:

1. **Technical approach:** Offeror shall include information regarding the offeror’s background and experience providing the services described in the SOW. In addition, the technical approach narrative shall detail the offeror’s approach toward performing the required service under this requirement, clearly demonstrating the offeror’s understanding of, experience, and capability to meet, all Government requirements and goals.
  - i. Demonstrate object housing experience by providing 3 examples with a brief description (under 100 words total) with at least 1 image per example of the Contractor’s own work in fabricating custom housing and/or utilizing commercial archival housing products for 3 of the following:
    - paper-based collections (photographs, works of art on paper, documents, maps, books, magazines, and archives)
    - paintings, sculpture and decorative arts
    - historic, scientific, and ephemeral objects
    - oversized objects/macro objects of any kind
  - ii. Contractor must have academic training in museum studies or a related field with experience; please include a copy of the resume/CV for any staff proposed to provide services under this requirement.
  - iii. Provide a proposed schedule of availability of typical days of the week and hours the Contractor plans to be available to do this work (an exhaustive exact schedule for every day of the year isn’t necessary, just an example typical week and any known dates of unavailability).
  - iv. Contractor’s is to self-score their experience in using material handling equipment, with no object or personnel accidents. For each the following with a simple score of 1 to 4 for each: 1= never used; 2 = used 1-20 times; 3 = 25-100 times; and 4 = 100+ times. Rank 1-4 for each of the following:
    - i. A-frame carts
    - ii. Platform truck/push cart

**Smithsonian Institution**  
**National Museum of African American History and Culture**  
**Collections Technician Services**  
**Request for Quote – November 4, 2024**

- iii. Dolly
  - iv. Pallet jack and/or powered pallet jack
  - v. Work Assist Vehicle (WAV)
  - vi. Forklift
  - vii. Scissor lift
- v. Provide any current aerial platform lift certifications - scissor lifts or one- man Work Assist Vehicles (WAVS) - or Contractor’s valid forklift operation certification. This can strengthen a Contractor’s submission but WAV, forklift and scissor lift experience is not required for a potentially successful bid submission, and those without this experience should still be encouraged to apply.
2. **Past Performance:** Contractor shall provide two references (names, current contact telephone and email address) of similar work in size and scope performed within the last three years (or three references in the last five years). Past Performance references must include: Contracting Officer name, Contracting Officer Technical Representative name or contract supervisor (if not government) with telephone number, and e-mail address.
- i. Agency Name, physical address
  - ii. Contract number
  - iii. Period of Performance
  - iv. Total contract value
  - v. Brief summary of the purpose of the contract and tasks completed (NTE 50 words).
- The point of contact for these contracts should be able to answer specific questions on quality, skills, ability to work in a team environment, communication, object handling, total contract dollar values, locations of contract performance, and complexity of the work to facilitate determination of capability to perform the work required as cited in the statement of work. Contracts listed may include those entered into by the Federal Government, agencies of the State and local governments, and commercial customers.
3. **PRICE QUOTE:** In a separate document, Contractor shall provide the price proposal in a manner that shall provide fully burdened hourly labor rates for level of effort to include all the tasks described in the SOW, transportation, overhead and profit. Per section ‘V. Period of Performance and Work Schedule’ of the SOW, the Contractor shall perform a minimum of 1700 hours and a maximum of 1940 hours per fiscal year during the duration of the contract.” Therefore, provide the max hours in the bid of 1940 hours multiplied by the hourly fully-loaded labor rate to arrive at the Firm-fixed price bid.

In order to transfer the proposal package documents securely, submit quotes electronically by email no later than **Tuesday, Nov. 19, 2024 at 4pm EST** to the Contract Officer Technical Representative (COTR) at [TarnowskiA@si.edu](mailto:TarnowskiA@si.edu). If file sizes are too large for email, contact the COTR below no later than 3 business days in advance of the deadline so a shared drive can be established (Dropbox, OneDrive, or other as available).

The COTR for this contract is:

Amber Tarnowski, Supervisory Collections Manager  
Smithsonian Institution, National Museum of African American History and Culture  
3400 Pennsy Drive, MRC 851  
Landover, MD 20785

**Smithsonian Institution**  
**National Museum of African American History and Culture**  
**Collections Technician Services**

**Request for Quote – November 4, 2024**

301-238- 1045 (desk phone)

**Smithsonian Institution**  
**National Museum of African American History and Culture**  
**Collections Technician Services**  
**Request for Quote – November 4, 2024**

202-306-0232 (mobile)

[TarnowskiA@si.edu](mailto:TarnowskiA@si.edu)

**IV. INSURANCE REQUIREMENTS**

- a. Prospective contractors are required to provide proof of General Liability Insurance of at least \$1,000,000 per incident, valid through the base year of the contract. The Smithsonian Institution must be listed as additional insured for the General Liability insurance. Proof of insurance must be submitted with quotes; failure to do so may result in non-consideration of award, delays in award, or non-award. Contractor(s) MAY NOT purchase insurance through the Smithsonian because it does not cover operation and use of lift equipment (WAV, scissor lift) or forklifts/powerful pallet jacks) which are required in the SOW for the contractor to perform.

**Proof of GLI must accompany the bid package** in the form of the standard Acord form from any insurer (see example [ACORD 0025 2016-03](#)) including these specific details:

- 1). the 'Smithsonian Institution is additionally insured' on the '*Description of Operations*' box near the bottom of the form and
- 2). 'National Museum of African American History and Culture, 1400 Constitution Ave. NW, Washington, DC 20013' listed at the bottom left of the form in the '*Certificate Holder*' box.
- 3). Middle of form left side, under Type of Insurance, the 'Commercial General Liability' box must be checked with a 'Y' for yes next to it in the 'ADDL INSD' box.
- 4). Minimum coverage on the right side middle of form under 'Limits' must be \$1,000,000 for 'each occurrence.'
- 5). If the insurance form does not comply to the above instructions, it will be rejected.

- b. Contractors who intend to park a vehicle on Smithsonian premises **must provide proof of auto insurance.**

**V. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION**

It is a requirement that current and prospective recipients of contracts and purchase orders awarded by the SI must have an active SAM registration to be eligible for awards and maintain an active record in SAM throughout the period of time the SI award will be in effect. 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 with correctly directing payments on your invoices and complying with the Federal Debt Collection Improvement Act of 1996.

Within thirty (30) calendar days after your SAM registration is activated you must mail a notarized letter to SAM. You will receive guidance on this procedure throughout the SAM registration process and again after your SAM registration is activated. Federal agencies, including SI, have been assured that once an entity's SAM registration is activated, agencies may engage that entity. Notarized letters from registered entities will need to contain specific language. OCon & PPM has provided the preferred language for letters with our form memo OCon 120 – Mandatory Registration in the

**Smithsonian Institution**  
**National Museum of African American History and Culture**  
**Collections Technician Services**  
**Request for Quote – November 4, 2024**

System for Award Management (SAM) that accompanies this RFQ.

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

You may complete or update your SAM registration information anytime online at <http://sam.gov>. Questions regarding the process may be directed to the Federal Service Desk online at [www.fsd.gov](http://www.fsd.gov) or via toll free call to 1-888-606-8220. There is no charge for registering in SAM.

**VI. UNIQUE ENTITY IDENTIFIER (UEI) NUMBER**

A UEI number is a unique twelve-digit alpha-numeric identifier that will be assigned to you when your SAM registration is completed. A UEI is available for each physical location of your business. You will need to maintain your assigned UEI(s) in a safe location where they may be easily accessed. Your UEI will be required whenever you need to annually update your SAM registration or make changes to your SAM registration information at any time.

**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.

**Smithsonian Institution**  
**National Museum of African American History and Culture**  
**Collections Technician Services**  
**Request for Quote – November 4, 2024**

**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: E-Verify.gov. 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)



**Smithsonian Institution**  
**National Museum of African American History and Culture**  
**Collections Technician Services**  
**Request for Quote – November 4, 2024**

**VII. INFORMATION TO BE SUBMITTED WITH QUOTES - CHECKLIST**

Quotes submitted as **4 pdf's** must include the following information to be deemed responsive to this Request for Quote and accepted by the SI:

PDF 1:

- Documentation of your current active SAM registration with the date it will expire
- Project Title- NMAAHC Collections Technician Services
- Business name, address, telephone number, email, and UEI number
- Technical approach (refer to V. Evaluation, 1. Technical Approach of this RFQ for details)

PDF 2:

- Past Performance information (refer to V. Evaluation, 2. Past Performance of this RFQ for details)

PDF 3:

- Proof of GLI insurance and auto insurance (refer to IV. Insurance Requirements of this RFQ for details)

PDF 4:

- Pricing (refer to V. Evaluation, 3. Price Quote of this RFQ for details)
  - Separate line items for the base year and each option years.
  - *When prices quoted are in accordance with the terms of an existing General Services Administration (GSA) schedule contract, provide the following information: your GSA contract number, SIN, goods and/or services pricing. Indicate any discounts to your GSA schedule contract pricing that is being extended to the SI by your price quote(s).*
- Cite the date through which pricing submitted is valid.

**ATTACHMENT(S):**

- Statement of Work for “NMAAHC Collections Technician Services,”
- Form SI 147A, Smithsonian Institution Purchase Order Terms and Conditions
- Form SI 147B, Smithsonian Institution Privacy and Security Clause
- OCon 120, Mandatory Registration in the System for Award Management (SAM)

**Smithsonian Institution**  
**National Museum of African American History and Culture**  
**Collections Technician Services**  
November 4, 2024

**I. Introduction**

The Smithsonian Institution (SI) National Museum of African American History and Culture (NMAAHC) is seeking the services of a qualified collections technician(s), henceforth as ‘the Contractor(s),’ to provide professional, technical and non-personal collections technical support for physical collections care and intellectual control of collections. The Contractor shall work on-site at NMAAHC’s collections storage facility located at: 3400 Pennsy Drive, Landover, MD 20785; and the NMAAHC museum at 1400 Constitution Ave NW, Washington, DC 20560, or NMAAHC leased spaces (within 10 miles of the Pennsy location). The Contractor is not an employee of the Smithsonian Institution.

**II. Scope of Work**

The Contractor(s) shall perform up to 1940 hours (but no less than 1700 hours) per fiscal year of professional technical, and non-personal services related to the physical handling, inventory, processing, storage, record keeping, and exhibition support of NMAAHC collections. The majority of tasks require on-site work directly with the museum collection; occasionally tasks requiring data input or other deskwork may be accomplished in a telework setting at the discretion of the COTR.

**III. Statement of Work**

Working closely with NMAAHC staff, the Contractor(s) shall provide support directly to a storage rehousing and reorganization project (est. 80% of time) as well as general collections management assistance (est. 20% of time), which may include the tasks below (but are not all guaranteed to be required to perform):

- A. Collections tasks (about 75% of workload)
  - a. Track collection movements and update locations in the collections database, The Museum System (TMS);
  - b. Monitor incoming collections through the accession process; apply temporary and accession numbers; fabricate housing; organize collections holding spaces; and relocate accessioned objects into storage;
  - c. Support the organizational planning of collections in accordance with a phased plan;
  - d. Physically house collections;
  - e. Conduct physical collections inventory, labeling, and barcoding;
  - f. Prepare objects for mounting, housing, storage, packing, and transport;
  - g. Assist in gathering data on collection risk assessments and space surveys;
  - h. Document object condition and input into TMS and Conservation Studio software;
  - i. Retrieve and transport objects to users; put away objects when users are finished;
  - j. Conduct proper handling and movement of collections using carts, dollies, pallet- jacks, Work Assist Vehicle (WAV) lifts, scissor lifts, powered pallet stacker, and (potentially) forklifts;
  - k. Assist the Archive team in review of collections to update labels and accession numbers, move collections to archival shelving, house archival collections, and enter information into a tracking sheet.

- B. Preservation tasks (about 10% of workload):
  - a. Gather object information (written, photographic) for surveys and communications;
  - b. Support the Integrated Pest Management Program (IPMP) by deploying, monitoring traps in collection spaces, and reporting findings;
  - c. Assist with monitoring the museum and storage spaces, and relay information for environmental correction needs per written protocols;
  - d. Execute the department's housekeeping guidance for cleaning collections and workspaces.
  
- C. Exhibition support (about 5% of workload):
  - a. Design and fabricate transport housing for objects going on, and returning from, exhibition;
  - b. Assist Conservators with dusting objects on open exhibit (may require use of WAV or scissors lift);
  - c. Support staging for tours, workshops, and 'behind the scenes' media events occurring in collections; the Contractor(s) may be viewed, filmed, or photographed showing or demonstrating a task or object;
  - d. Aid in reconciling exhibit object lists for accuracy in objects included, correct names and numbers, and other details in Smartsheet, Excel, TMS or other platforms; AND
  - e. Accompany staff in escorting objects to and from exhibition within buildings and between buildings; accompany NMAAHC truck and van drivers as needed when moving objects between locations for 2-person accountability.
  
- D. Safety: Contractor(s) must work in a safe manner, be knowledgeable and experienced with working with sharp tools, hot tools, and heavy objects (embedded into other tasks/work):
  - a. Comply with safety guidance [Smithsonian Safety Plan; Job Hazard Analyses (JHA'S) for tools, equipment, and processes; hazardous object safety plans; COVID- 19 guidance for Contractors; Emergency Plans; Pennsy Hazardous Waste Protocols; requirements to provide and don own Personal Protective Equipment (PPE); and SOP for Hazards in Collections.
  - b. Provide own Personal Protective Equipment (PPE) to include, but not limited to: steel-toe or composite safety shoes; gloves for handling sharp or splintery materials; work gloves; chemical resistant (nitrile) gloves; a respirator certified for proper fit by a non-Smithsonian industrial hygienist OR powered air purifying respirator system (PAPR); safety goggles or glasses; and/or protective clothing. The PPE required is determined for specific tasks by the COTR in conjunction with the SI Safety Manual, safety plans and job hazard analyses for specific objects and task types. Although possession of all the PPE listed is not necessary to begin the contract, it is highly recommended to acquire proper fitting safety shoes in advance of the start date as that is the most common PPE needed. Acquisition of additional PPE by the Contractor must not cause delays in planned work. Advance notice is provided when PPE will be needed for work tasks.

- c. Complete required safety trainings and meetings deemed necessary, and on-time as assigned by the COTR, NMAAHC and Pennsy Safety Officers in-person or online (WAV, scissor lift and forklift training in person and online in the SI Moodle platform for example).
- E. Administrative support (about 10% of workload):
- a. Conduct supply inventory, organization, and assist with supply order generation;
  - b. Apply nomenclature to digital images and files and prepare files for upload into databases;
  - c. Survey and gather basic object data (ex. images, measurements, weight) for databases and storage planning;
  - d. Provide support for supply and collections inventory, quarterly and annual reporting stats, and work cooperatively with others to resolve object numbering discrepancies and locations;
  - e. Aid in developing documents on collections care processes and standards;
  - f. Attend relevant meetings, trainings, and conferences applicable to the work.
  - g. Prepare and/or present information for reports, tours, conferences, and meetings.

#### **IV. Performance Standards**

- A. All objects shall be handled with care and attention during all processes that maintains the condition of the objects' integrity. The Contractor shall comply with all proper object handling techniques, reporting object accidents, and safety plans for objects with hazards. The Contractor must participate in orientations, meetings, follow guidelines, and complete training events as directed by the COTR for Contractor orientation for Smithsonian and NMAAHC collections management procedures, policies, and protocols. Any concerns or questions shall be brought to the attention of the COTR.
- B. Safety:
- a. Safety rules must be followed for accident prevention and to keep a safe and healthy work environment for all staff and Contractor(s) sharing the same workspaces. The Contractor(s) is liable for damages due to negligence and carelessness in handling, storing, and use of tools and supplies.
  - b. The Contractor must follow any safety manuals Job Hazard Analysis, Safety Plans or other instructions as required by the COTR. The Contractor(s) must notify the COTR of any accidents, risks, and safety issues as soon as the Contractor(s) become aware of them.
  - c. The Contractor(s) must follow COTR guidance during any emergency, and whenever working in NMAAHC's facilities the proper handling and use of (electrified, hot, or sharp) tools, and proper disposal of materials.
  - d. At no cost to the Contractor(s), the Contractor(s) may be required to take Smithsonian training and any certifications for use and safe operation of Smithsonian forklift, scissor lift, and/or one-man 'work assist vehicles' to access and move collections.

Availability and scheduling of training has not yet been determined, and is not guaranteed. Contractor(s) will not use or operate aerial platform or forklift equipment they have not been trained on. If the Contractor(s) possess valid proof of pre-existing training on this equipment, it must be provided at the time of bid (see RFQ Technical section of quote under 'Resume and Qualifications').

- C. Intellectual control of collections integrity: Contractor(s) must follow guidance on updating the collections database and project tracking sheets on time and with accuracy for object data, location changes, completion status, and apply correct barcodes to objects.
- D. Design and fabrication of object storage containers and supports must demonstrate accuracy for object dimensions, condition, preservation needs, and with appropriate materials. Mis-measured, unstable, or substandard work below best practices will require reperformance. The COTR will meet with Contractor(s) at the assignment of new tasks to discuss goals, materials, and expectations and will inspect completed work for acceptance. When good examples of desired work products do not exist, the COTR and Contractor(s) will develop and document a solution together that is within resources and time given for that task while respecting object safety, handling, storage arrangement, and access needs.
- E. The Contractor shall work cooperatively with NMAAHC staff, and other contractors, to safely and professionally complete work tasks.
- F. Workspace courtesy: Tools, office and lab furniture, solvents, and equipment, owned by SI and used by the contractor must be returned clean and undamaged and placed back in the proper storage or work location daily. The Contractor(s) must keep their work areas tidy and clean up messes on tables and floors regularly. The supply and workstations must not be left in disarray, and supplies are to be returned to where they were found and in clean/working order.
- G. Civility: Contractor(s) must share space and resources with others, and present in a professional, polite, and courteous manner. Uncivil behavior will not be tolerated; Contractor(s) will not make words or actions discriminating against any lawfully protected minority groups, use foul language, or engage in unprofessional behavior. Poor behavior and/or creation of a hostile work environment or incident with others in the workplace is grounds for contract termination.

**V. Period of Performance and Work Schedule**

- A. The work shall proceed upon the completion of a signed purchase order. The base year commences January 6, 2025 and ends no later than January 5, 2026. Up to three (3) additional Option Years may be exercised if NMAAHC determines there is a need to continue services. The COTR will begin communications with Contractor(s) regarding intention of non-renewals or renewals of the contract at least 60 days prior to the end

date of the contract annually; however, processing of contract Option Years might not be completed prior to the 60-day mark, due to processing schedules in Smithsonian Contracting outside of the COTR's control.

- B. The Contractor shall perform a minimum of 1700 hours and a maximum of 1940 hours per fiscal year during the duration of the contract. The specific work schedule will be determined by mutual agreement between the COTR and the contractor (meet bi-weekly to discuss schedules and plan schedules in a shared calendar). Workdays are generally 8.5 hours including a 30-minute unpaid lunch. Core hours are 9am-3pm, and workday shifts must include 9am-3pm unless mutually agreed upon by Contractor and COTR in advance. Deviations for a 'normal' business day schedule maybe required for rare, special projects and tasks, such as early schedules 6am-2pm for work in the galleries that must be done before the museum opens to the public. The Contractor will not be paid for showing up on hours and schedules not agreed upon by the COTR.
- C. The total number of hours per week may vary at the discretion of the COTR due to project needs in a given week or in order to accommodate Federal holidays, emergency closures (ex. inclement weather), the Contractor(s) unpaid vacation schedules and/or unpaid sick time. The Contractor(s) will not be required to (or allowed to) work overtime.
- D. When the Museum or workspace is closed to staff for any reason (i.e., weekends, Federal holidays, emergencies and inclement weather, building maintenance emergencies, and government closures), the contract work will be temporarily halted, and no billable hours will be earned.

## **VI. Work Environment & Location**

- A. The work is performed in collections storage rooms, storage, object prep and lab spaces. The Contractor must be able to lift and move numerous objects throughout the day, up to 40lbs (heavier and awkward objects must be moved with 2 or more people). The Contractor must be able to physically get in and out of, and be able to operate, WAVs, scissors lifts, and forklifts.
- B. The contractor will report to the COTR or COTR's designee when beginning work, to communicate any information relating to tasks and status; at Pennsy it is required to log in and out of the logbook when arriving, departing for lunch and returning, and departing at end of day.
- C. Work locations include:
  - a. National Museum of African American History and Culture's (NMAAHC) collections storage facility located at 3400 Pennsy Drive, Landover, MD 20785.
  - b. National Museum of African American History and Culture Museum at 1400 Constitution Ave NW, Washington, DC 20560.
  - c. NMAAHC leased spaces, including nearby at 4600 Hargrove Drive, Lanham, MD (Contractor would accompany NMAAHC staff in the leased space, transportation is usually provided to and from the offsite leased location but not guaranteed).

## VII. Smithsonian Furnished Property

- A. The NMAAHC shall provide the following:
  - a. Access to the NMAAHC collections storage facility at Pennsy Drive and Collection and the NMAAHC museum collections and exhibit spaces and leased spaces;
  - b. Equipment and supplies while on-site at NMAAHC;
  - c. Access to a computer/laptop with relevant software (access to TMS, Microsoft applications, Smartsheet, and others determined by the COTR as essential to completing the work requirements).
  - d. Orientation and guidance to the collection and workspaces; task processes; equipment and tool location and use; written guidance and demonstrations for object handling; database and barcode printing and use; work processes; and safety documents;
  - e. Access to NMAAHC network accounts;
  - f. Safety training for equipment as available for small tools, work assist vehicles (WAVs), and powered pallet stackers. Forklift training is not guaranteed but may be possible when available. A copy of the NMAAHC Policy and Standard Operating Procedures for Collections Based Hazards will be provided as well as access to the Job Hazard Analyses for tools and equipment, and safety plans for objects with hazards.
  - g. Contractor identification badge and space access.
- B. *Smithsonian Property Responsibilities.* The contractor assumes full responsibility for and shall reimburse and indemnify the Smithsonian for any loss or damage to Smithsonian property in contractor's custody and care--due to contractor negligence or omission.
- C. *Smithsonian Security Credentials.* The contractor shall abide by the rules, regulations, and security requirements established by the Smithsonian. In keeping with Smithsonian policy:
  - a. The contractor will be issued a Smithsonian contractor identification badge enabling him/her to enter and access Smithsonian properties, provided that he/she meets reasonable security criteria applicable to the properties and/or tasks being performed.
  - b. The Smithsonian reserves the right to fingerprint the contractor obtaining security credentials and/or to conduct background checks for security purposes.
  - c. The Smithsonian shall be entitled, in its sole discretion and without liability, to immediately remove or terminate the access rights of the contractor. The Smithsonian will promptly notify the contractor of any such removal or termination and the basis for the revocation of access rights.
  - d. The identification badge shall be surrendered immediately at any time upon demand by the Smithsonian, upon completion of the contract, or upon termination of this contract.
- D. *Smithsonian Network Credentials.* The contractor will be given a network logon account and access to the Smithsonian's data network. In order to gain access to SI's computer network, the contractor will be required to read Smithsonian Directive 931 "Use of Computers and Networks," and sign an affirmation that he/she agrees to comply with SD 931, to act in a responsible manner, and to respect and maintain the security of all systems to which access is provided. In keeping with Smithsonian policy, the contractor is required to complete a short on-line computer security training program annually.



### **VIII. Contractor Furnished Property**

The Contractor shall provide the following:

A. Insurance:

- a. General Liability Insurance for \$1,000,000 is required for this contract. The Smithsonian Institution must be listed as additional insured for the General Liability insurance. Proof of insurance must be submitted with quotes as specified in the RFQ.
- b. Auto insurance is also required if the Contractor will bring a vehicle onto SI property.

B. The Contractor shall be liable for damage or loss of the original materials owned by the Smithsonian which would have been avoided by the Contractor exercising reasonable care. The Contractor's liability shall not exceed the appraised value (if one exists) of the items or the cost of repairing the damaged. If loss or damage occurs, an independent appraiser may be called upon to determine the value of the items lost or damaged.

C. Safety compliance:

Comply with requirements to provide and don own Personal Protective Equipment (PPE) for working with objects that have hazards or suspected of having hazards in compliance with SI's Office of Safety, Health, and Environmental Management (OSHEM), the SI Safety Manual, the Environmental Protection Agency (EPA), and Occupational Safety and Health Administration (OSHA). Provide own Personal Protective Equipment (PPE) to include, but not limited to: steel-toe or composite safety shoes; gloves for handling sharp or splintery materials; work gloves; chemical resistant (nitrile) gloves; a respirator certified for proper fit by a non-Smithsonian industrial hygienist OR powered air purifying respirator system (PAPR); safety goggles or glasses; and/or protective clothing. The PPE required is determined for specific tasks by the COTR in conjunction with the SI Safety Manual, safety plans and job hazard analyses for specific objects and task types. Although possession of all the PPE listed is not necessary to begin the contract, it is highly recommended to acquire proper fitting safety shoes in advance of the start date as that is the most common PPE needed. Acquisition of additional PPE by the Contractor must not cause delays in planned work. Advance notice is provided when PPE will be needed for work tasks.

D. The Contractor needs to provide their own First Aid kit; the Smithsonian cannot provide First Aid or medicinal supplies to the Contractor.

**IX. Invoicing and Payment Schedule**

Invoices shall be submitted monthly including a brief, bulleted list of any telework tasks completed to verify any telework hours. A standard SI invoice template will be provided to the Contractor. Billing is for hours worked and does not include lunch, breaks, Federal holidays, or emergency building closures.

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

The Contractor may invoice for payment monthly (on or around the last day of each month) for the duration of this purchase order. Invoices are to be submitted to the attention of the COTR who has 5 business days to review invoices and bring any questions or errors to the attention of the Contractor for correction.

**X. 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:

- A. Resolution of issues that may arise between the contractor and the Smithsonian in connection with such matters as acceptability of work and satisfactory performance.
- B. Evaluation on an overall basis of the acceptability of work, compliance with standards, and satisfactory performance.
- C. Acceptance of all work performed under the contract and approval of all invoices.
- D. 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.
- E. 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.
- F. The COTR for this contract is:

Amber Tarnowski, Supervisory Collections Manager  
Smithsonian Institution, National Museum of African American History and Culture  
3400 Pennsy Drive, MRC 851  
Landover, MD 20785

301-238- 1045 (desk phone)  
202-306-0232 (mobile)  
TarnowskiA@si.edu

# SMITHSONIAN INSTITUTION

## PURCHASE ORDER TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 21. INTERNET PROTOCOL VERSION 6 (IPV6)

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

- 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) Number/Unique 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

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

### SMITHSONIAN Clauses

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

### FAR Clauses

- 52.222-3 Convict Labor
- 52.222-19 Child Labor - Cooperation with Authorities and Remedies
- 52.222-20 Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000
- 52.222-21 Prohibition of Segregated Facilities
- 52.222-26 Equal Opportunity
- 52.222-35 Equal Opportunity for Veterans
- 52.222-36 Equal Opportunity for Workers with Disabilities
- 52.222-41 Service Contract Labor Standards
- 52.222-50 Combating Trafficking in Persons. (non-commercial services awards that do not exceed \$500,000)
- 52.222-56 Certification Regarding Trafficking In Persons Compliance Plan (when applicable)
- 52.223-1 thru 4 Bio-based Product Certification/Affirmative Procurement of Biobased Products Under Service and Construction Contracts/Hazardous Material Identification and Material Safety Data/Recovered Material Certification
- 52.223-5 Pollution Prevention and Right-to-Know Information
- 52.224-1 Privacy Act Notification
- 52.225-1 Buy American Supplies
- 52.225-13 Restrictions on Certain Foreign Purchases
- 52.232-11 Extras

**Smithsonian Institution**  
**Privacy and Security**  
**Clause**

1. **Smithsonian Data:** (a) The Smithsonian Institution (“Smithsonian”) retains sole ownership of, and unrestricted rights to, any and all physical or electronic information collected, processed, or stored by or on behalf of the Smithsonian (“Smithsonian Data”), which is defined to include personal information, also referred to as personally identifiable information (PII), *i.e.*, information about individuals, which may or may not be publicly available, that can be used to distinguish or indicate an individual’s identity, and any other information that is linked or linkable to an individual, such as medical, educational, financial or employment information, online identifiers such as IP address, device IDs, and cookie data, and any other information defined as “personal information,” “personal data” (or other analogous variations of such terms) under the applicable privacy, security and data protection laws (“PII”). (b) Contractor shall maintain, transmit, and retain in strictest confidence, and prevent the unauthorized duplication, use and disclosure of Smithsonian Data. (i) Contractor shall only access, maintain, use, and disclose Smithsonian Data to the extent necessary to carry out the requirements of this contract, and shall not use Smithsonian Data for any other purposes, including testing or training purposes. (ii) Contractor shall only provide Smithsonian Data to its authorized employees, contractors, and subcontractors and those Smithsonian employees, contractors, and subcontractors who have a valid business need to know such information in order to perform duties consistent with this contract. (iii) Contractor shall ensure that all Smithsonian Data is protected from unauthorized access, disclosure, modification, theft, loss, and destruction and will provide assurance and evidence of such protections upon the Smithsonian’s request. (iv) Contractor shall not disclose Smithsonian Data without the Smithsonian’s advance written authorization. If Contractor receives a legal request (such as a subpoena), or becomes subject to a legal requirement or order to disclose Smithsonian Data, Contractor shall (1) immediately notify the Contracting Officer’s Technical Representative (“COTR”) of it and afford the Smithsonian the opportunity to contest such disclosure, (2) assert the confidential nature of the Smithsonian Data, and (3) cooperate with the Smithsonian’s reasonable requirements to protect the confidential and proprietary nature of Smithsonian Data. (v) Contractor shall not transfer access to any Smithsonian Data in the event of a Contractor merger, acquisition, or other transaction, including sale in bankruptcy, without the prior written approval of the Contracting Officer. (c) Contractor shall provide the Smithsonian reasonable access to Contractor facilities, installations, technical capabilities, operations, documentation, records, databases, and personnel, and shall otherwise cooperate with the Smithsonian to the extent required to carry out an audit for compliance with the requirements in this contract. Contractor shall, as requested by the COTR, complete, or assist Smithsonian staff with the completion of, a privacy and/or security review which might include providing requested information and documentation about how Smithsonian Data

is used, collected, maintained, stored, or shared. (d) Contractor shall make any Smithsonian Data accessible to the COTR as soon as possible, but no later than ten calendar days of receiving a request from the COTR, and shall transfer all Smithsonian Data to the COTR no later than thirty calendar days from the date of such request from the COTR. Contractor shall, when required to transfer Smithsonian Data to the COTR under the terms of this contract, provide that Smithsonian Data in one or more commonly used file or database formats as the COTR deems appropriate. (e) Unless otherwise specified in this contract, Contractor shall purge any Smithsonian Data from its files and shall provide the COTR a Certificate of Destruction (“COD”), confirming the purging of the Smithsonian Data within forty- five calendar days of receiving a request from the COTR or at the expiry of this contract. (f) Contractor shall only be permitted to use non-Smithsonian provided information technology resources to access or maintain Smithsonian Data if Contractor provides, and the COTR approves, the following written certifications about the non-Smithsonian provided information technology resources:

(i) Contractor shall maintain an accurate inventory of the information technology resources; (ii) Contractor shall keep all software installed on the information technology resources, especially software used to protect the security of the information technology resources, current and free of vulnerabilities; (iii) Contractor shall encrypt all Smithsonian Data stored or accessed on non-Smithsonian provided mobile devices and back-up devices (*e.g.*, phone, laptop, tablet, or removable media) using a Federal Information Processing Standards compliant encryption method; (iv) Contractor shall utilize anti-virus software on all non-SI information technology resources used under this contract; and (v) Contractor shall encrypt all transmissions of PII using Transport Layer Security 1.2 or higher with secure cyphers. Secure Sockets Layer shall not be used. (g) Unless more substantial requirements are provided for herein, Contractor is responsible for, at a minimum, applying industry best practice background screening, security and privacy training, and other appropriate personnel security safeguards to the services performed under this contract. (h) Contractor shall, if requested by the COTR, require its employees to sign a nondisclosure agreement, sign a conflict of interest agreement, and/or sign an acknowledgement of the requirements in this contract.

2. **Privacy Breach or IT Security Incident:** In the event of (i) any action that threatens or is likely to threaten the confidentiality, integrity, or availability of Smithsonian IT resources (including computer hardware and software, data, communication links, mobile devices, digitized assets, automated processes, physical computing environments, and associated personnel, whether located inside or outside of the Smithsonian); (ii) any activity that violates Smithsonian IT Security policies provided by the COTR; (iii) any suspected or confirmed loss of control,

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Privacy and Security  
Clause**

compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or situation where persons other than authorized users or for an

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Privacy and Security  
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other than authorized purpose have access or potential access to Smithsonian Data or PII in a usable form, whether physical or electronic; or (iv) any suspected loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or situation where persons other than authorized users or for an other than authorized purpose have access or potential access to PII in a usable form, whether physical or electronic (collectively, "Incident"), Contractor shall: (a) Immediately, but no later than 24 hours after discovery, report the Incident to the designated COTR and Smithsonian Office of the Chief Information Officer ("OCIO") Service Desk by calling 202-633-4000 and, if the OCIO Service Desk does not answer the telephone, leaving a voicemail which includes the name of Contractor, a brief summary of the Incident, and a return telephone number; (b) The Contractor shall cooperate with Smithsonian investigations and response activities for breaches or incidents that include the Contractor's IT resources or personnel; (c) Follow industry standard best practices to preserve evidentiary information to support forensics analysis, correct and mitigate any damages resulting from the Incident, provide a final report or summary of the incident to include lessons learned and corrective actions taken and planned; (d) Contractor shall acquire applicable forensics services in the event the Contractor does not have adequate resources or capabilities to respond to the Incident; and (e) Indemnify and hold the Smithsonian harmless from any costs incurred by the Smithsonian in connection with such Incident or corrective actions the Contractor must deploy to safeguard SI information.

3. **Public-Facing Software:** (a) Any application, system, software, or website used to fulfill the terms of this contract, which can be accessed by members of the public (Public-Facing Software) shall comply with Smithsonian's Privacy Statement (located at [Smithsonian Institution's Privacy Statement | Smithsonian Institution \(si.edu\)](#)) and the Smithsonian Kids Online Privacy ("SKOP") Statement (located at <http://www.si.edu/privacy/kids>), and such Public-Facing Software shall provide the public with privacy notices in locations that are acceptable in accordance with these policies. (b) For kiosks and interactives developed by Contractor, the Contractor shall take all reasonably necessary steps to ensure they will be maintained with antivirus software and routine patching. (c) If Contractor discovers that information was collected from someone under the age of 13 in violation of the SKOP's parental permission requirements, Contractor shall provide notice to the Smithsonian Privacy Office as soon as possible, but no later than 24 hours after discovery, and delete that information as soon as possible, but no later than 24 hours after discovery. (d) Any public-facing software that employs tracking technology (such as a cookie, pixel, web bug, or web beacon) or collects contact information shall provide all users with legally-compliant notice of its data collection and tracking practices, and any required consumer choices (including the opportunity to opt-in or opt-out, as required). as well as: (i) for those who opt-out or decline the

"opt-in," reasonable access to the public-facing software; and (ii) for those who "opt-in", a subsequent and accessible opportunity to request that the tracking or communications cease (i.e., "opt-out").

4. **Cardholder Data and PCI Sensitive**

**Authentication Data:** (a) Any Contractor that collects, processes, stores, transmits, or affects the security of cardholder data or Payment Card Industry ("PCI") sensitive authentication data, either directly or through a third party, in order to carry out the requirements of this contract shall provide the COTR, before this contract begins and annually thereafter, for the Contractor and for any third party vendor that processes, stores, transmits, or affects the security of cardholder data or PCI sensitive authentication data, a current, complete, comprehensive, and signed PCI Data Security Standard ("DSS") Attestation of Compliance ("AOC"), a template for which may be accessible in the online document library of the PCI Security Standards Council ("SSC"); (b) any Contractor that works as a PCI Third-party Service Provider ("TPSP"), in order to carry out the requirements of this contract, shall provide the COTR:

(i) the duly authorized contact responsible for the Contractor's maintenance of PCI DSS compliance; (ii) the *PCI DSS Requirement Management Form* provided by the COTR, which asks whether Contractor or a third party shall be responsible for ensuring that certain key DSS requirements are met; (iii) before this contract begins and for each bespoke and custom software developed for the Smithsonian i.e., application, system, software, or website, the validation for the use of the PCI SSC's Software Security Framework standards (the Secure Software Standard or the Secure SLC standard); (iv) for each Payment Application hosted by the Smithsonian, the listing from the SSC website's Validated Payment Software List of Validated Payment Applications or the Report on Validation ("ROV") from a PCI Secure Software Assessor; (v) for each payment device, the listing from the SSC website's Approved Personal Identification Number Transaction Security ("PTS") Devices list; (vi) for each system used to process Point of Sale card-present transactions, the listing from the SSC website's Point-to-Point Encryption Solutions list; and (vii) if requested, any additional evidence needed to determine the PCI compliance of activities related to this contract; (c) Contractor shall provide the documents and listings identified in Paragraph 4(b) before it shall be permitted to use the relevant technology and shall provide updated documents and listings to the COTR for review and approval before a system change results in one or more of the required documents or listings becoming inaccurate.

5. **IT Systems and Cloud Services:** (a) Contractor is responsible for applying industry best practices to secure their systems and services provided to or used for the Smithsonian.



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Privacy and Security  
Clause**

(b) For any Cloud Service (i.e., computing service provided on-demand via a shared pool of configurable resources instead of via separate dedicated computing resources or information technology system) or IT system Contractor develops, operates, or maintains on behalf of the Smithsonian, or which Contractor uses to collect or store information on the

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**Privacy and Security**  
**Clause**

Smithsonian's behalf, Contractor shall provide the requested documentation, security control evidence/artifacts, and other information needed to complete Security Assessment and Authorization activities. (c) For Systems that have been Federal Risk and Authorization Management Program ("FedRAMP") certified or have received other independent third party assessments (e.g., SOC2, HITRUST, etc.), Contractor shall provide FedRAMP documentation or relevant third party assessment report(s) to the Smithsonian for review and shall cooperate with Smithsonian requests for clarification or further evidence. (d) For Systems which are not FedRAMP certified, Contractor shall complete all requested Smithsonian Assessment and Authorization documentation and shall fully cooperate with the Smithsonian's security assessment process, including providing requested security control evidence/artifacts and access to interview appropriate Contractor personnel about security controls. (e) For websites or web servers hosted outside of the Smithsonian's data center, the Contractor must allow OCIO to perform vulnerability scanning and penetration testing. Website owners should consult with information technology security staff to determine specific needs for their environment. (f) The Contractor shall maintain all Smithsonian Data inside the United States. (g) For Contractor custom developed (non-COTS) systems and websites to be hosted at the Smithsonian, Contractor shall complete all requested Smithsonian Assessment and Authorization documentation for the components/aspects of the system provided by Contractor, and shall fully cooperate with the Smithsonian's security assessment process, including providing requested security control evidence/artifacts and access to interview appropriate Contractor personnel about security controls. (h) For Contractor developed applications or Contractor built interactive systems (e.g., public-facing exhibit technology incorporated through digital signage, custom interactives, content players, media players, audio streaming devices, lighting or control automation systems), Contractor shall not circumvent the security of the system (e.g., the use of backdoor or maintenance hook provisions are prohibited) and will ensure that the system can be protected from malware and vulnerabilities while it is in use at the Smithsonian. (i) Contractor shall not implement into live production or use for the Smithsonian or any system containing Smithsonian Data until security and privacy authorization has been granted in writing by the Smithsonian OCIO via the COTR. Contractor will resolve security deficiencies in order to successfully meet the applicable requirements of this section. (j) Contractor consents to and will cooperate with ongoing monitoring for security, privacy, cyber supply chain risk management, and contractual requirement compliance by the Smithsonian, including providing periodic updated evidence/artifacts, third party assessment reports, and questionnaire responses as requested. Contractor will resolve findings from monitoring, assessments, and Smithsonian web vulnerability scans in a timely manner. The Smithsonian may use third party risk intelligence tools to monitor risk and control compliance by

the Contractor. Contractor will address issues as necessary to maintain an acceptable risk rating in these tools. (k) Contractor will provide at least one point of contact to receive and respond to requests related to these requirements.

6. **Credentials and Network Access:** (a) Contractor and Contractor's employees who have access to Smithsonian network/systems shall, when requested by the COTR, complete Smithsonian-provided privacy and security training course(s), sign a nondisclosure agreement, sign a conflict of interest agreement, sign an acknowledgement of the requirements in this contract, provide fingerprints, pass a Smithsonian background check, and/or provide notice of the results of that background check to the COTR. The content and timing of the course(s), agreement, or background check shall be substantially similar to one that would be required of a Smithsonian employee with access to similar Smithsonian networks/systems. (b) Contractor shall notify the COTR at least two weeks before any of Contractor's employee requiring a Smithsonian credential, network account or other access, or other Smithsonian-furnished equipment stops supporting the work of this contract. In the event that Contractor is not provided two weeks' notice by its employee, Contractor will notify the COTR as soon as Contractor becomes aware of the employee's departure from the contracted work. (c) Contractor shall, when any employee requiring a Smithsonian credential, network account or other access, or other Smithsonian furnished equipment stop supporting the work of this contract, provide such employee's Smithsonian credential and any Smithsonian furnished equipment to the COTR within three business days.

7. **California Consumer Privacy Act:** (a) The California Consumer Privacy Act as amended by the California Privacy Rights Act, including any regulations and amendments implemented thereto ("CCPA") shall apply to any information collected from California residents on behalf of the Smithsonian. (b) For purposes of the CCPA, Contractor shall be considered a service provider and the Smithsonian is a business. (c) Contractor shall not collect, maintain, store, use, disclose, or share PII for a commercial purpose other than providing the services or performing its obligations to the Smithsonian. (d) Without limiting the foregoing, Contractor: (i) will not sell or share PII (as "sell," "sale," or "share" is defined by the CCPA); (ii) will not retain, use, or disclose Personal Information outside of the direct business relationship between Contractor and the Smithsonian; and (iii) certifies that it understands the restrictions in this section and will comply with them. (e) Contractor agrees: (i) that the personal information disclosed is only for limited and specified purposes; (ii) to comply with applicable CCPA obligations; (iii) to grant the Smithsonian the right to take reasonable and appropriate steps to help

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Clause**

ensure that Contractor uses the PII transferred in a manner consistent with the Smithsonian's CCPA obligations; (iv) to notify the Smithsonian if it makes a determination that it can no longer meet its obligations; and (v) to grant the Smithsonian the right (upon notice) to take reasonable and appropriate steps to

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Privacy and Security  
Clause**

stop and remediate unauthorized use of PII. (f) Upon request by the Smithsonian, Contractor will assist the Smithsonian in the Smithsonian's fulfillment of any individual's request to access, delete, or correct PII. (g) Contractor will promptly notify the Smithsonian following Contractor's receipt of any request or complaint relating to any PII (unless applicable law prohibits such notification). Contractor will not respond to any such request or complaint, other than to redirect to the Smithsonian, unless expressly authorized to respond by the Smithsonian.

8. **European Economic Area.** This contract does not include the collection or processing of Personal Information relating to individuals located in the European Economic Area.

9. **Terms:** The bolded headings at the start of each section of this Smithsonian Institution Privacy and Security Clause are included only to assist the reader in navigating this Smithsonian Institution Privacy and Security Clause. The Parties intend the bolded headings to have no legal effect, and agree that the bolded headings are not intended to limit or modify any other language in this Smithsonian Institution Privacy and Security Clause.



**Smithsonian Institution**  
*Office of Contracting and Personal Property Management*

Notice to all Current and Prospective Smithsonian Institution Contractors

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

Individuals and companies that want to do business with U.S. government agencies, including the Smithsonian Institution, are required to maintain active and valid registrations in the System for Award Management (SAM). We are informing you of this requirement because you are a vendor who has been requested to present pricing and/or proposals for goods or services, is currently participating in a Smithsonian solicitation for goods or services, or is already providing goods or services to the Smithsonian.

Registration with SAM is free and accomplished via <https://www.sam.gov>. Included with this letter are tips on how to register in SAM. These have been written by the Smithsonian Office of Contracting and Personal Property Management and are intended to convey specific information on how to register with SAM to do business with the Smithsonian. Full guidance on how to register in SAM is available from the Federal Services Help Desk (FSD) and Professional Technical Assistance Centers, as described in the tips.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Tom Dempsey', with a long horizontal flourish extending to the right.

Thomas E. Dempsey  
Director

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

1. **There is assistance directly on the SAM website to start registration.** Look for quick start guides and the SAM user manual using the Help tab on the SAM.gov website. These guides are helpful for vendors in completing the SAM registration process.
2. **Registration in SAM is Free.** If you search online for SAM registration your search might return businesses that will assist you with SAM registration for a fee. You are not required to utilize these services, and the Smithsonian does not reimburse for their use. The easiest way to ensure you are in the right location is to navigate directly to [www.SAM.gov](http://www.SAM.gov).
3. **Free assistance with SAM registration is available via the Federal Service Desk (FSD).** This is available at <http://www.fsd.gov>, or at the toll-free number 1-866-606-8220
4. **APEX Accelerators offer free assistance with SAM registration.** These offices are non-profit, non-governmental organizations established to assist you with doing business with the government. You must use the local or regional office closest to your business address. Locate the center nearest at <https://www.apexaccelerators.us/#/>.
5. **You control all information entered into SAM, and may opt out of public searches.** If you choose to opt out of public searches, please notify the Smithsonian employee you are working with and provide confirmation of your SAM registration.
6. **Be sure to keep your SAM registration up-to-date.** 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. Keep your Unique Entity Identifier Number in a safe place, you will need it to renew or update your registration.

## **Tips on Valid Registrations:**

7. **Your registration must be active before the purchase can be made.** Obtaining a Unique Entity Identifier only is only the first step to a complete registration. You must complete all steps thereafter and be listed in SAM with a record labeled "Active."
8. **If you have a registration that inactive, then your registration must be made active before you can receive a procurement.** Inactive records cannot be used for a purchase. Your SAM registration must be active throughout the term of the award.
9. **If you have a registration that requires updates then your updates must be complete before you can receive a procurement.** Changes to information including (but not limited to) company or contact names, banking information, and addresses must be completed before you may receive an award. If changes to any information in your SAM registration must be made during the timeframe of an award then you must notify the Procurement Officer who issued the award within two business days of the change in information.
10. **You must register as eligible to receive "All Awards" to qualify for Smithsonian Awards.** In the SAM registration process, you will be asked for your purpose of registration. The question is "Why are you registering this entity to do business with the U.S. Government?" You must answer this question with "I want to be able to bid on federal contracts or other government opportunities. I also want to be able to apply for grants, loans, and other financial assistance programs." This option will allow you to accept procurements issued by the Smithsonian. Do not select "I only want to apply for federal assistance opportunities like grants, loans, and other financial assistance programs." If you register for assistance opportunities only then procurements may be delayed until your record is corrected.

11. **The name of your business (entity) that you enter in SAM must match your IRS Tax Payer Consent Name.** This will be the name that Smithsonian will use to register your entity in our internal payment and tax reporting system. If your SAM entity name and your Tax Payer Consent Name differ this can create problems during the Smithsonian vendor enrollment and tax reporting processes, as well as for you when paying taxes. (These two names may be allowed to differ only if you are a single member LLC, and you report and pay taxes to the IRS using the owners name and tax id. In this case, IRS will count the owners name and tax id as the legal business name while disregarding the legal business name of the LLC registered in SAM.)

### **Tips on Entity Administrators**

SAM requires each non-federal entity to have someone with the role of Entity Administrator. SAM will appoint the Entity Administrator role to the first individual who registers a new business entity. They will have the capability to update, renew and end your registration. They will also have the authority to appoint administrative roles with SAM to your entity's staff and to assign other users within your entity to become an Entity Administrator. This administrator must be an employee of your entity. Information for new Entity Administrators and on role assignment is found in the FSD knowledge base.

It is important that your entity always have a current Entity Administrator. If, for any reason your, Entity Administrator leaves your entity before appointing a replacement and you do not have a current administrator, then you must follow the process to appoint a replacement. This process includes submitting a notarized Entity Administrator Appointment Letter and may take several weeks to complete. Your SAM registration will not be editable or renewable until you have a new Entity Administrator. Information on appointing a replacement Entity Administrator is found in the FSD knowledge base.