

Technical or Professional, Non-personal Services MOUNT MAKING SERVICES

This Request for Quote (RFQ) is issued by the Smithsonian Asian Pacific American Center (APAC) for professional, non-personal mount making services to the Smithsonian's Asian Pacific American Center for the upcoming exhibition *How Can You Forget Me: Filipino American Stories*.

I. SUBMITTING YOUR QUOTE

Price quotes and relevant information may be submitted by electronic mail (email). Due date for quotes has been extended to **January 13, 2025**. Please send all quotes to Marie Sicola at sicolam@si.edu.

II. BACKGROUND AND DESCRIPTION OF THE REQUIRED SERVICES

The Smithsonian's Asian Pacific American Center is seeking a mount maker to design and produce mounts for the attached list of textile options appearing in appearing in APAC's upcoming exhibition, *How Can You Forget Me: Filipino American Stories*, set to open in Fall 2025 (exact date TBD).

The exhibition in NMAH, will showcase the history of the Filipino American community in Stockton, California, covering the years from the 1910s to the present. The exhibition will tell the story of how the first wave of Filipinos, also known as *manongs*, migrated from the Philippines to work in Hawai'i sugar plantations and later settled in Stockton, California where they labored as farmworkers and established an enclave dubbed "Little Manila." These stories will be told through the display of three steamer trunks that were left by the *manongs* and discovered in a basement in a fraternal lodge where the *manongs* had lived.

Work Hours and Location of Work

Contractor will perform the services offsite, in their own office or home office for textile mount building. The Contractor will be on site at the Smithsonian and object storage locations (MCI and NMAH) on an as-needed basis to measure objects, assess the exhibition location, and meet with APAC and NMAH staff.

III. EVALUATION

The contract will be awarded for a not-to-exceed price after selection on a best-value basis. Prospective Contractors should submit a resume or other summary of qualifications and experiences of prior work similar to the described services in the attached Statement of Work. Prospective Contractors should state what their price per hour per the attached Statement of Work for the required services. Qualifications (see below) will be compared to the tasks in the Statement of Work to determine how well Contractors will support APAC needs.

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

Qualifications in these factors will be evaluated for ability to successfully complete the work. All of the following factors are of equal importance. Evaluation factors are:

A. Relevant Experience (paid or unpaid)

1. Relevant experience is that obtained within the past 3 years providing or performing services similar to the services described in the attached Statement of Work. Description of relevant experience should be supported by at least two points of contact and their current telephone numbers who can answer specific questions on quality, workmanship, and scheduling.
2. Experience designing and producing textile mounts for a public facing museum conforming to the highest level of industry standards for collections care.
3. Experience coordinating with curatorial, design, and conservation teams to provide a series of mount making recommendations for textile objects to be displayed in a museum setting for 2-years.
4. Knowledge of and past experience working with objects of cultural significance to Asian American and Pacific Islander communities.

B. Qualifications/Technical Competence

1. Expert knowledge of museum industry standards for collections care
2. Expert knowledge of best practices and procedures for textile mount making.
3. Expert knowledge of exhibition design practices
4. Skill in determining appropriate structural supports/mount making techniques necessary to protect and showcase objects as part of overall exhibition design aesthetic.
5. Technical information should include a written narrative addressing the technical competence, capabilities, qualifications, and approach to satisfy the requirements of the SOW.
6. Certifications; Describe your qualifications and contributions to the field.
7. Product samples such as previous exhibitions where the Contractor has performed similar services.
8. Awards subject to the Service Contract Act.

C. Price for services

D. Résumé

E. Availability

Questions or Clarifications

Prospective Contractors needing additional information may contact:
Marie Sicola

Smithsonian Asian Pacific American Center

Administrative Officer
Smithsonian Asian Pacific American Center
Email: sicolam@si.edu
Phone: 202-633-2695

Please submit any questions by **January 8, 2025**

IV. INSURANCE REQUIREMENTS

Contractors working on Smithsonian property or working with sensitive objects or data are required to have General Liability Insurance for \$1,000,000. The Smithsonian Institution must be listed as additional insured under this policy. Proof of insurance may be submitted with quotes, however, the Contractor shall provide a certificate of insurance evidencing the required coverage prior to commencing under the purchase order/contract.

Contractors with questions about meeting insurance requirements should contact:

Marie Sicola, Administrative Officer
Email: sicolam@si.edu

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 complete registration in SAM and maintain an active record in SAM throughout the period the SI award is 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, has 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 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 or via toll free call to 1-888-606-8220. There is no charge for registering in SAM.

It is strongly encouraged that prospective contractors enroll in SAM in parallel with responding to this RFQ: while not an evaluation criterion, delays in obtaining proof of an

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active SAM enrollment from the selected contractor may necessitate AWHI having to adjust this RFQ and solicit new quotes.

AWHI and OUSMC staff are not authorized to assist prospective contractors in completing SAM enrollment. Prospective contractors should seek the assistance of regional help bureaus at <http://www.aptac-us.org/contracting-assistance/>

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 (see Section V. of this RFQ). 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. SUBMITTING YOUR QUOTE

Please submit your written quote, via email, by **Monday, January 13, 2025, at 5 PM EST**, or sooner, to the attention of:

Marie Sicola, email: sicolam@si.edu
Administrative Officer
Smithsonian Asian Pacific American Center

Information to be Submitted with Quote

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

- A. Name, address, telephone number, email address
- B. Résumé
- C. Letter of interest/statement of purpose (which must include confirmation of the availability to perform the services as described)
- D. Pricing, i.e. the hourly rate Contractor charges. The quoted hourly rate should be fully burdened, i.e. after the award of the contract no direct expenses such as phone calls or messenger service, or any indirect or overhead expenses will be approved.
- E. Languages spoken
- F. Description of prior relevant experience
- G. Cite the date through which pricing submitted is valid – i.e. August 31, 2022.

ATTACHMENT(S):

- Statement of Work
- List of Objects
- 65% Design Drawings
- Smithsonian Institution Purchase Order Terms and Conditions (Oct 2024, SI-147A)
- Smithsonian Institution Privacy and Security Clauses (Sept 2024, SI-147B)
- Smithsonian Rights-in-Data Clause
- Smithsonian Confidentiality Clause
- Background Investigations and Credentials for Contractors Personnel (OCON-520)

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- Mandatory Registration in the System for Award Management (SAM) (OCON-120)

Smithsonian Institution Asian Pacific American Center
NMAH Exhibition Mount Making Services

Scope of Work:

The Contractor shall provide professional, non-personal mount making services to the Smithsonian's Asian Pacific American Center for the upcoming exhibition *How Can You Forget Me: Filipino American Stories*.

Overview:

The Smithsonian Asian Pacific American Center (APAC) was established in 1997 as a mission-critical initiative to ensure inclusion of Asian Americans, Native Hawaiians, and Pacific Islanders (AANHPI) across the Smithsonian's collections, research, exhibitions, and programs. Initially, APAC produced temporary and traveling poster exhibitions and hosted notable speakers, artists, and performers of Asian and/or Pacific Islander ancestry in Washington, DC. Its offerings soon expanded to include online digital projects, community-based public programs, and educational resources that bring AANHPI art, history, and culture to a global audience. APAC is a respected convener working in close collaboration with grassroots organizations, scholars, artists, nationally recognized institutions—such as the Library of Congress, Poetry Foundation, the White House, and Act to Change—and other Smithsonian museums and centers.

Since celebrating its 25th year in 2022, APAC is extending its mandate of amplifying AANHPI voices at the Smithsonian and beyond by creating new spaces for storytelling. This period of significant and fast-paced transformation builds upon APAC's mostly virtual presence into more physical and enduring spaces, culminating in a dedicated gallery on the National Mall in Washington, DC to welcome in-person visitors. Slated to open in 2030, this will be a space where visitors will learn how AANHPIs have contributed to the American experience and America's position in the world. The path to establishing the Smithsonian's first museum space dedicated to exploring the complexities of AANHPI history and culture begins with two one-year residencies at the Smithsonian American Art Museum (SAAM) in 2024–25 and NMAH in 2025–26.

The exhibition in NMAH, will showcase the history of the Filipino American community in Stockton, California, covering the years from the 1910s to the present. The exhibition will tell the story of how the first wave of Filipinos, also known as *manongs*, migrated from the Philippines to work in Hawai'i sugar plantations and later settled in Stockton, California where they labored as farmworkers and established an enclave dubbed "Little Manila." These stories will be told through the display of three steamer trunks that were left by the *manongs* and discovered in a basement in a fraternal lodge where the *manongs* had lived.

Statement of Work:

The Contractor shall provide textile mount design and making services for the attached list of textile objects for APAC's upcoming exhibition, *How Can You Forget Me: Filipino American Stories* set to open in

Fall 2025 (exact date TBD). The list consists of approximately 57 textile elements of various mediums that will require creative mounting solutions. The list of textile elements attached includes all possible rotations as well throughout the run of the show. The duration of the exhibition is 2 years.

Each textile will require a custom mount to be designed under the direction of the APAC exhibition team. For rotation elements, The Contractor should assess and where possible reuse any previously created mounts or mount sections for rotations elements to stay in keeping with Smithsonian's Sustainability Initiative.

All design elements must be approved by the pertinent object lender. In addition, the Contractor will work with Museum Conservation Institute (MCI) and National Museum of American History (NMAH) conservators who will advise on the best methods to protect the textile during long-term display. The Contractor's expertise and recommendations for mounting the textiles will be used by APAC's exhibition team and designers to incorporate into the overall exhibition design.

Phase 1: Assessment and Design (February 28, 2025- March 2025)

The Contractor shall work with the APAC Exhibition team to review textile objects and exhibition design elements. The contractor shall then provide mount designs for each textile provided on the attached list for review and approval by APA. Specific duties include:

- Attend a kick-off meeting at a mutually agreed upon time with APAC exhibition team to review list of textile objects, pertinent exhibition design elements, and timeline.
- Conduct at least one on-site visit(s) to the Museum Conservation Institute and NMAH storage space to review and template the objects. The Contractor shall coordinate with the APAC team to schedule the site visit(s). If requested by the Contractor in order to complete mount designs, additional site visits to view the artifacts will be conducted.
- Develop initial mount designs for each textile object in the attached list for review and approval by APAC and the pertinent object lenders.
- Attend a virtual meeting with APAC, MCI, and APAC's exhibition designers to present and review the initial mount designs, address questions and concerns and determine needed revisions.
- Complete revisions as discussed on the mount review call.
- Submit to APAC final mount designs for approval

Phase 2: Mount Building and Mounting (March 2025- September 2025)

The Contractor shall construct and mount each textile based on the approved mount designs by APAC. Specific duties include:

- Build Mounts based on the APAC approved designs. Contractor shall ensure that the mounts follow pertinent museum standards and follow all lender requirements.
- Conduct at least one on-site visit at the MCI and NMAH to fit the mounts and conduct adjustments to best preserve the objects. The fittings must be approved by the APAC exhibition

team. If requested by the Contractor in order to complete construction and fitting, additional site visits to view the artifacts will be conducted.

- Mount objects prior to installation per APAC's request for reviewing, assessment, and/or photography needs.

Phase 3: Object + Mount Installation (October 2025)

The Contractor shall install objects in the gallery. The Contractor shall ensure that mounts meet all agreed upon standards and approvals prior to installation. The Contractor shall work in tandem with the APAC exhibition team regarding exhibition installation schedule and following all pertinent installation protocols at the National Museum of American History (NMAH).

- Attend a meeting at a mutually agreed upon time prior to installation to review installation schedule, safety guidelines, and general exhibition installation protocols with the APAC and NMAH teams.
- Provide the APAC exhibition team with a list of names that will be present onsite installing objects/handling mounts at least one-week prior to installation beginning.
- Install objects in the gallery at APAC approved time that is at least three weeks before opening.

Deliverables

1. Project kick off call
2. Initial textiles review site visit
3. Initial mount designs
4. Presentation of initial mount designs to stakeholders
5. Revisions to initial mount designs
6. Build mounts
7. Fit objects to mount and make adjustments as needed
8. Mount objects
9. Installation Call
10. Names of object Installers
11. Install objects













PERFORMANCE STANDARDS

Contractor shall provide expertise and recommendations to COTR and ensure that the finished order complies with APAC's expectations and is delivered as mutually agreed to. Contractor shall address any issues or concerns with the COTR in a timely manner and before the end of the performance period.

All practices involved in the handling and mounting of textiles will conform to accepted museum standards.













Period of Performance

All work under this purchase order shall begin on February 24, 2025, and must be completed by October 31, 2025.

Accession #	Object Name	Object Description	Image of Object	Description	Overall Dimensions	Materials	Donor	Accession #	Rotation #	Notes
L.2025.7.10	Object	form		Pair of leather work boots	overall: 13 in x 4 in; 33.02 cm x 10.16 cm	Leather, metal	MEMH	2022.0056.65		
L.2025.4.3	Textile			Purse, accessory to the dress	8 in (width) x 4.5 in (height)		Private lender - Barbara Nambatat		First rotation	
L.2025.4.4	Textile	display on form		Dress from Barbara Nambatat Geyer's pagant dress worn for an LDT fundraising event in Stockton, dated 1970.	21 in (H) x 19 in (W)	Fabric, cotton	Private lender - Barbara Nambatat		First rotation	
L.2025.4.5	Textile	display on form		Dress from Barbara Nambatat Geyer's pagant dress worn for an LDT fundraising event in Stockton, dated 1970 (front and back)	55.5 in (H) x 24 in (W)	Fabric	Private lender - Barbara Nambatat		First rotation	
L.2025.5.1	Textile	display on form		Girl's dress worn for 1968 Miss Rizal Day fundraiser event in Fresno, California.	37 in (from the top of the butterfly sleeve to the hem of the dress); 8 in waist; 10 in (from sleeve to sleeve)	Fabric	Private lender - Maricela Dargatz		Second rotation	Will require a smaller form than the first pagant dress.
L.2025.6.10	Textile	display on form		Band uniform jacket	overall: 19 in x 17 in; 48.26 cm x 43.18 cm	Fabric; cotton	San Joaquin County Historical Museum	Need catalog number	Third rotation	The third rotation looks the same as the first two rotations.
L.2025.6.11	Textile	display on form		Orange trousers with green stripes down the sides	overall: 35 1/2 in x 19 1/2 in; 90.17 cm x 49.53 cm	Cotton with a metal belt buckle	San Joaquin County Historical Museum	Need catalog number	Third rotation	
L.2025.6.12	Textile	display on form		White, sleeveless band vest	overall: 19 in x 16 3/4 in; 48.26 cm x 42.545 cm	Cotton	San Joaquin County Historical Museum	Need catalog number	Third rotation	
L.2025.6.13	Textile	display on form		Cumberbund	overall: 25 1/4 in x 34 in; 64.135 cm x 86.36 cm	Cotton	San Joaquin County Historical Museum	Need catalog number	Third rotation	
L.2025.6.3	Textile	Pad out		Swim trunks	Need measurements	Fabric, cotton	San Joaquin County Historical Museum		First Rotation	Note for designers: We are adding the swim trunks and accompanying photos to tell the history of anti-miscegenation law that targeted Filipinos. Lawmakers in California used images of Filipinos in swim trunks used to white women to portray Filipino men as sexual threats.
L.2025.6.4	Textile	Display on a form		Men's black fedora hat with black grograin ribbon band and bow. From trunk of Enrique Andales	1.17 in	Fabric	San Joaquin County Historical Museum	2023.012.018a	Third rotation (first outfit)	This hat will be displayed with TR1.64 and TR1.53
L.2025.6.5	Textile	head mount		Men's cocoa brown fedora hat with brown grograin ribbon band and bow. From trunk of Enrique Andales	2.25 in	Fabric	San Joaquin County Historical Museum	2023.012.018a	Third rotation (second outfit)	This hat will be displayed with TR1.63 and TR1.55.
L.2025.6.6	Textile	Display on a form		Band uniform jacket	overall: 19 in x 17 in; 48.26 cm x 43.18 cm	Fabric; cotton	San Joaquin County Historical Museum	Need catalog number	Second rotation	The second rotation looks the same as the first rotation.
L.2025.6.7	Textile	Display on a form		Orange trousers with green stripes down the sides	overall: 35 1/2 in x 19 1/2 in; 90.17 cm x 49.53 cm	Cotton with a metal belt buckle	San Joaquin County Historical Museum	Need catalog number	Second rotation	

L.2025.6.8	Textile	Display on a form		White, sleeveless band vest	overall: 19 in x 16 3/4 in; 48.26 cm x 42.545 cm	Cotton	San Joaquin County Historical Museum	Need catalog number	Second rotation	
L.2025.6.9	Textile	Display on a form		Cumberbund	overall: 25 1/4 in x 34 in; 64.135 cm x 86.36 cm	Cotton	San Joaquin County Historical Museum	Need catalog number	Second rotation	
L.2025.7.14	Textile	Display on a form		Farmerworker's denim jacket with hood	42 in x 25 in	Fabric; denim	NMAH	2022.0058.20	Need to find a rotation for this object.	
L.2025.7.15	Textile	Display on a form		Black pin-striped matching jacket	overall: 28 in x 17 in; 71.12 cm x 43.18 cm	Fabric; cotton	NMAH	2022.0058.07.01	First rotation (first outfit)	Part of three-piece suit. Jacket has two waist pockets and one breast pocket on the left. There are buttons on the cuff. Inside is lined with black fabric. Two inside pockets. Tag on left inside pocket says in orange "Joseph B. Felman / Distinctive Tailored Clothing / Los Angeles." Additional tag with initials "A.A.C." in gold. Sleeves are lined with white and blue fabric. Padded shoulders.
L.2025.7.16	Textile	Display on a form		Black pin-striped matching vest	overall: 20 3/4 in x 17 in; 52.705 cm x 43.18 cm	Fabric; cotton	NMAH	2022.0058.07.02	First rotation (first outfit)	This vest is part of an ensemble with 2022.0058.07.01 and 2022.0058.07.03
L.2025.7.17	Textile	Display on a form		Black pin-striped matching trousers	overall: 36 in x 18 in; 91.44 cm x 45.72 cm	Fabric; cotton	NMAH	2022.0058.07.03	First rotation (first outfit)	This vest is part of an ensemble with 2022.0058.07.01 and 2022.0058.07.02
L.2025.7.18	Textile	head mount		Black Station hat	overall: 13 1/2 in x 13 in x 4 1/2 in; 34.29 cm x 30.48 cm x 11.43 cm	Fabric; felt	NMAH	2022.0058.37	First rotation (first outfit) and second rotation (first outfit)	This hat may be used in the second rotation as well if we can display it for multiple rotations.
L.2025.7.19	Textile	hanging on wall		14 neckties	overall: fully extended 42 in x 2 1/2 in; 106.68 cm x 6.35 cm	Cotton	NMAH	2022.0058.47 – 2022.0058.60		See if we can put these on display for the full two years. One of these ties will be put on the form with the Black pin-striped jacket, vest, and trousers. These ties may be used for the forms in Rotations 2 and 3 as well.
L.2025.7.20	Textile	Display on a form		Riding pants. There are buttons along the side of the calves. There is a handkerchief in the front right pocket. Black ink marking on the inside of the back pocket says "A.A.C." Black ink markings of arabic numbers on the inside of the front right pocket. There are buttons along the inner waist band.	overall: 34 1/2 in x 20 in; 87.63 cm x 50.8 cm	Cotton	NMAH	2022.0058.11	First rotation (second outfit)	These pants should be displayed with 2022.0058.38, 2022.0058.35, the prop shirt, and prop boots.
L.2025.7.21	Textile	Display on a form		Bow tie. Dark brown clip on bow tie made by "Spur Tie" and patented in June 11, 1922 according to the tag attached to the clip.	overall: 2 in x 3 in x 1/2 in; 5.08 cm x 7.62 cm x 1.27 cm	Fabric; metal, paper	NMAH	2022.0058.38	First rotation (second outfit)	Should be displayed with 2022.0058.11, 2022.0058.38, the prop shirt, and prop boots.
L.2025.7.22	Textile	Display on a form		Paperboy hat. Knit cap with strap button on the soft brim. Logo on the inside of the cap says "Diamond New York." Inside of the cap lined with tan fabric. Similar to newsboy cap, but does not have the button on top.	overall: 3 in x 11 in; 7.62 cm x 27.94 cm	Fabric	NMAH	2022.0058.35	First rotation (second outfit)	Should be displayed with 2022.0058.11, 2022.0058.38, the prop shirt, and prop boots.
L.2025.7.23	Textile	Display on a form		Black three-piece suit jacket. This jacket is part of a three-piece suit. Jacket has black details on the collar and pocket flaps. Cuffs have buttons, but one button missing on right sleeve. Sleeves are lined on the inside with white fabric.	overall: 31 in x 11 in; 78.74 cm x 45.72 cm	Cotton	NMAH	2022.0058.09.01	Second rotation (first outfit)	This jacket should be displayed with 2022.0058.09.03, 2022.0058.09.02, and the white button-down prop shirt from the first rotation. The black station hat (2022.0058.37) may accompany this outfit if it can be displayed for multiple rotations.

L2025.7.24	Textile	Display on a form		Black three-piece suit – matching trousers.	Need measurement	Cotton	NMAH	2022.0058.09.03	Second rotation (first outfit)	Part of a three-piece suit. Trousers have a button fly closure. The pant legs are cuffed. There is a handkerchief in the left back pocket. The black station hat (2022.0058.37) may accompany this outfit if it can be displayed for multiple rotations.
L2025.7.25	Textile	Display on a form		Black three-piece suit – matching vest	overall: 24 1/2 in x 15 in; 42.23 cm x 38.1 cm	Cotton	NMAH	2022.0058.09.02	Second rotation (first outfit)	Part of a three-piece suit. Vest has four pockets. The back is black, and the inside is lined with white fabric. The black station hat (2022.0058.37) may accompany this outfit if it can be displayed for multiple rotations.
L2025.7.26	Textile	Display on a form		Brown vest (with matching brown trousers)	overall: 24 1/2 in x 17 in; 42.23 cm x 43.18 cm	Cotton	NMAH	2022.0058.08.02	Second rotation (second outfit)	This vest is part of an ensemble with 2022.0058.08.03.
L2025.7.27	Textile	Display on a form		Brown trousers (with matching vest)	overall: 37 in x 18 in; 93.98 cm x 45.72 cm	Cotton	NMAH	2022.0058.08.03	Second rotation (second outfit)	Should be displayed with 2022.0058.08.02 and a prop button-down shirt.
L2025.7.28	Textile	head mount		Brown straw hat	overall: 13 in x 11 1/4 in x 3 3/4 in; 33.02 cm x 28.575 cm x 12.065 cm	Fabric, straw	NMAH	2022.0058.36	Second rotation (second outfit)	This hat will be displayed with 2022.0058.08.02, 2022.0058.08.03, and a prop button-down shirt.
L2025.7.29	Textile	Display with band uniform		White fez with gold tassel. "L.D.T." in green with yellow logo and "528" in red on the front. Tag on the inside indicates that the fez was made by the "Lilley-Ames Co." in Columbus, Ohio. Possibly owned by a Mr. J.P. Bayron according to the name on the tag. "7 1/8" stamped on the inside.	overall: 6 in x 9 in; 15.24 cm x 22.86 cm	Fabric; cotton	NMAH	2022.0058.26.01		
L2025.7.30	Textile	Display on a form		Band uniform jacket. Green with orange details down the front, back, and on the bottom of the sleeves. White lining on the inside of the jacket. One inner pocket on the right. Tag on inner pocket says: "The Lilley-Ames Co. / #12 Columbus, Ohio / Mr. E. Fabiola / Date."	overall: 19 in x 17 in; 48.26 cm x 43.18 cm	Fabric; cotton	NMAH	2022.0058.03.01	First rotation	
L2025.7.31	Textile	Display on a form		Orange trousers with green stripes down the sides. The inside is white. There is an elastic waistband with buttons on the inside. Button fly and belt buckle closure. Tag on the waistband says: "Lilley-Ames Co." Pant legs are cuffed with buckle closures.	overall: 35 1/2 in x 19 1/2 in; 90.17 cm x 49.53 cm	Cotton with a metal belt buckle	NMAH	2022.0058.03.02	First rotation	
L2025.7.32	Textile	Display on a form		White, sleeveless band vest. Stiff collar with strap fasteners. Front closes using fabric ties. Back of the shirt says "Dagbani" in green. There is a blue and yellow logo beneath the word on the back.	overall: 19 in x 16 3/4 in; 48.26 cm x 42.545 cm	Cotton	NMAH	2022.0058.03.03	First rotation	
L2025.7.33	Textile	Display on a form		Cumberbund. Cumberbund has snap fasteners. There are two red tails with a green and a white tassel.	overall: 25 1/4 in x 34 in; 64.135 cm x 86.36 cm	Cotton	NMAH	2022.0058.03.04	First rotation	
L2025.7.34	Textile	pad out		Pillowcase: How Can You Forget Me? White pillowcase with lace on the left and right edges. Red embroidery says "HOW CAN YOU FORGET ME" with red flowers and green leaf details.	overall: 17 3/4 in x 37 in; 45.085 cm x 93.98 cm	Fabric; cotton	NMAH	2022.0058.45	First rotation	
L2025.7.35	Textile	pad out		White pillowcase with lace on the left and right edges. Purple, red, and yellow flowers embroidered with green stems, yellow and purple birds embroidered	overall: 86.5 cm x 45 cm; 34 1/2 in x 17 23/32 in	Fabric; cotton	NMAH	2022.0058.66	Second rotation	
L2025.7.36	Textile	pad out		White pillowcase with lace edges on the left and right. Yellow embroidery says "I LOVE U" with pink and purple floral embroidery.	overall: 17 1/2 in x 35 in; 44.45 cm x 88.9 cm	Fabric; cotton	NMAH	2022.0058.46	Third rotation	
L2025.7.52	Textile	Display on a form		Black suit jacket from a 3-piece suit	overall: 27 in x 17 in; 68.58 cm x 43.18 cm	Cotton	NMAH	2022.0058.10.01	Third rotation	
L2025.7.53	Textile	Display on a form		Black vest from a 3-piece suit	overall: 23 in x 17 in; 58.42 cm x 43.18 cm	Cotton	NMAH	2022.0058.10.02	Third rotation	
L2025.7.54	Textile	Display on a form		Black trousers from a 3-piece suit	overall: 39 in x 18 in; 99.06 cm x 45.72 cm	Cotton	NMAH	2022.0058.10.03	Third rotation	
L2025.8.8	Textile			Lary Yitlong's Philippine flag	22 in x 13 in	Fabric	Johney Hitting and Sandra Hitting			
L2025.2.1	Textile	Display on a form with the accompanying apron (in the cell below). This form should be positioned next to the form with the band uniform.		LDF collar.	13 in (wide); 23 in (height)	Velvet, tussles	FANHS Stockton		First rotation	Filipino American National Historical Society, Stockton Chapter, 337 E. Weber Ave., Stockton, CA 95202
L2025.2.2	Textile	Display on a form with the accompanying collar (in the cell above).		LDF apron.	20 in (from hip to hip); 17 in (from top to bottom)	Velvet, tussles	FANHS Stockton		First rotation	Filipino American National Historical Society, Stockton Chapter, 337 E. Weber Ave., Stockton, CA 95202

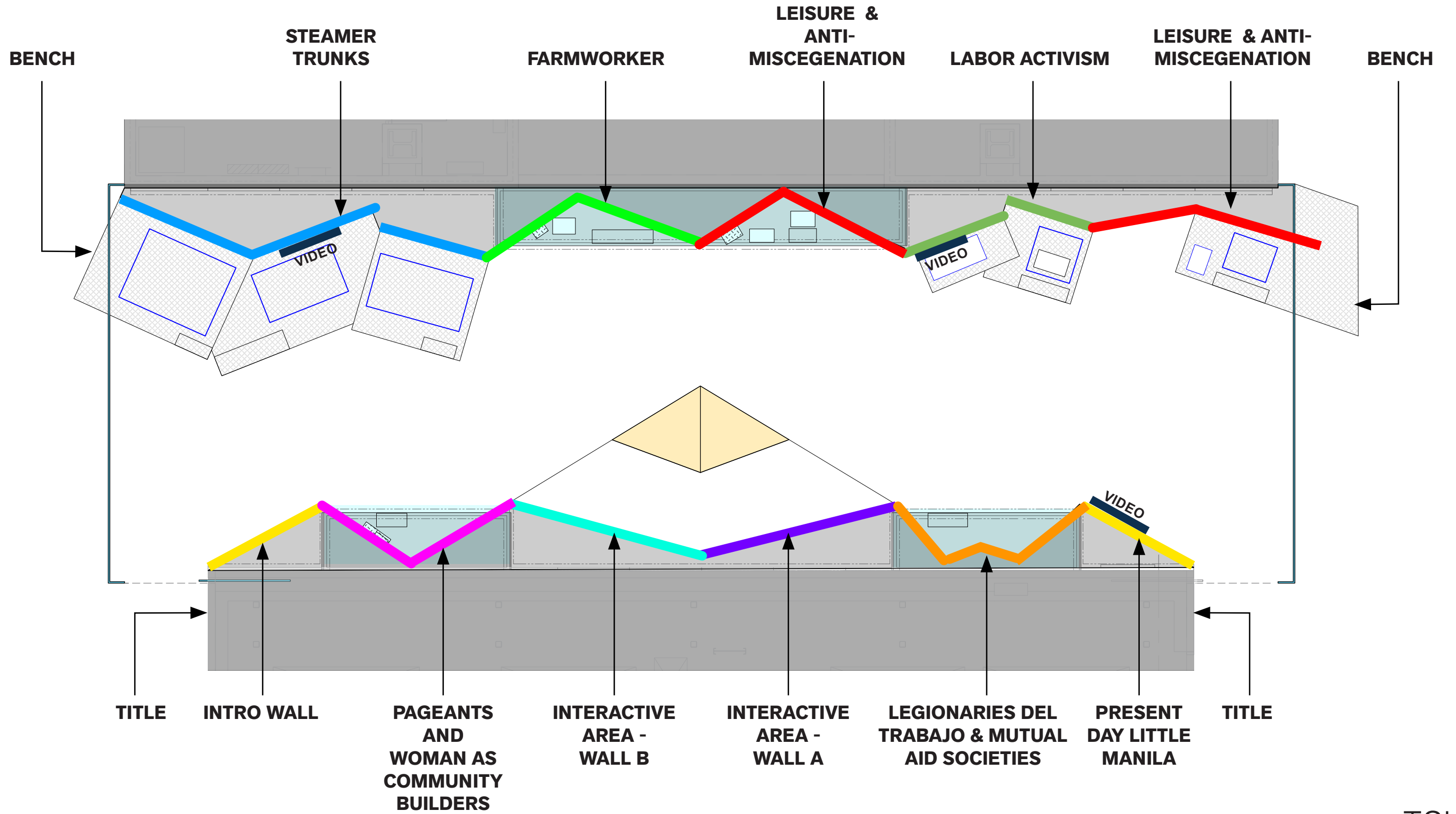
L.2025.2.3	Textile	Display on a form with the accompanying apron (in the cell below). This form should be positioned next to the form with the band uniform.		LDT collar.	13 in (width); 23 in (height)	Velvet, tassels	FANHS Stockton	Second rotation	Filipino American National Historical Society, Stockton Chapter, 337 E. Weber Ave., Stockton, CA 95204
L.2025.2.4	Textile	Display on a form with the accompanying collar (in the cell above).		LDT apron.	20 in (from hip to hip); 17 in (from top to bottom)	Velvet, tassels	FANHS Stockton	Second rotation	Filipino American National Historical Society, Stockton Chapter, 337 E. Weber Ave., Stockton, CA 95204
L.2025.2.5	Textile	Display on a form with the accompanying apron (in the cell below). This form should be positioned next to the form with the band uniform.		LDT collar.	13 in (width); 23 in (height)	Velvet, tassels	FANHS Stockton	Third rotation	Filipino American National Historical Society, Stockton Chapter, 337 E. Weber Ave., Stockton, CA 95204
L.2025.2.6	Textile	Display on a form with the accompanying collar (in the cell above).		LDT apron.	20 in (from hip to hip); 17 in (from top to bottom)	Velvet, tassels	FANHS Stockton	Third rotation	Filipino American National Historical Society, Stockton Chapter, 337 E. Weber Ave., Stockton, CA 95204
L.2025.2.7	Textile	Should be displayed on the form with the LDT collar and apron. (First Rotation)		LDT headpiece.	Need measurement	Velvet, tassels	FANHS Stockton	First rotation	Filipino American National Historical Society, Stockton Chapter, 337 E. Weber Ave., Stockton, CA 95204
L.2025.2.8	Textile	Should be displayed on the form with the LDT collar and apron. (Second Rotation)		LDT headpiece.	Need measurement	Velvet, tassels	FANHS Stockton	Second Rotation	Filipino American National Historical Society, Stockton Chapter, 337 E. Weber Ave., Stockton, CA 95204
L.2025.2.9	Textile	This object should be displayed on its own, not on a full-body form. It should also be displayed next to the band uniform and the sash.		Collar plate for LDT official uniform (Rotation 1)	13 in (width); 23 in (height)	Velvet, tassels	FANHS Stockton	First rotation	Filipino American National Historical Society, Stockton Chapter, 337 E. Weber Ave., Stockton, CA 95210
L.2025.2.10	Textile	This object should be displayed on its own, not on a full-body form. It should also be displayed next to the band uniform and the sash.		Apron for LDT official uniform (Rotation 2)	20 in (from hip to hip); 17 in (from top to bottom)	Velvet, tassels	FANHS Stockton	Second rotation	Filipino American National Historical Society, Stockton Chapter, 337 E. Weber Ave., Stockton, CA 95211
L.2025.8.9	Textile			Larry Itlong's UFWOC flag	35.5 in x 22.5 in	Fabric	Johnny Itlong and Sandra Itlong		
L.2025.8.10	Textile			Larry Itlong headpiece - black	11 in x 4 in	Fabric	Johnny Itlong and Sandra Itlong		
L.2025.8.11	Textile			Larry Itlong's headpiece - white	11 in x 4 in	Fabric	Johnny Itlong and Sandra Itlong		
L.2025.9.1	Textile	Display on form		Jacket from Larry Itlong			Patricia Itlong Sarda, 2145 Santa Barbara Circle, Delano, CA 93215, pmsarda@yahoo.com		Awaiting lender's response

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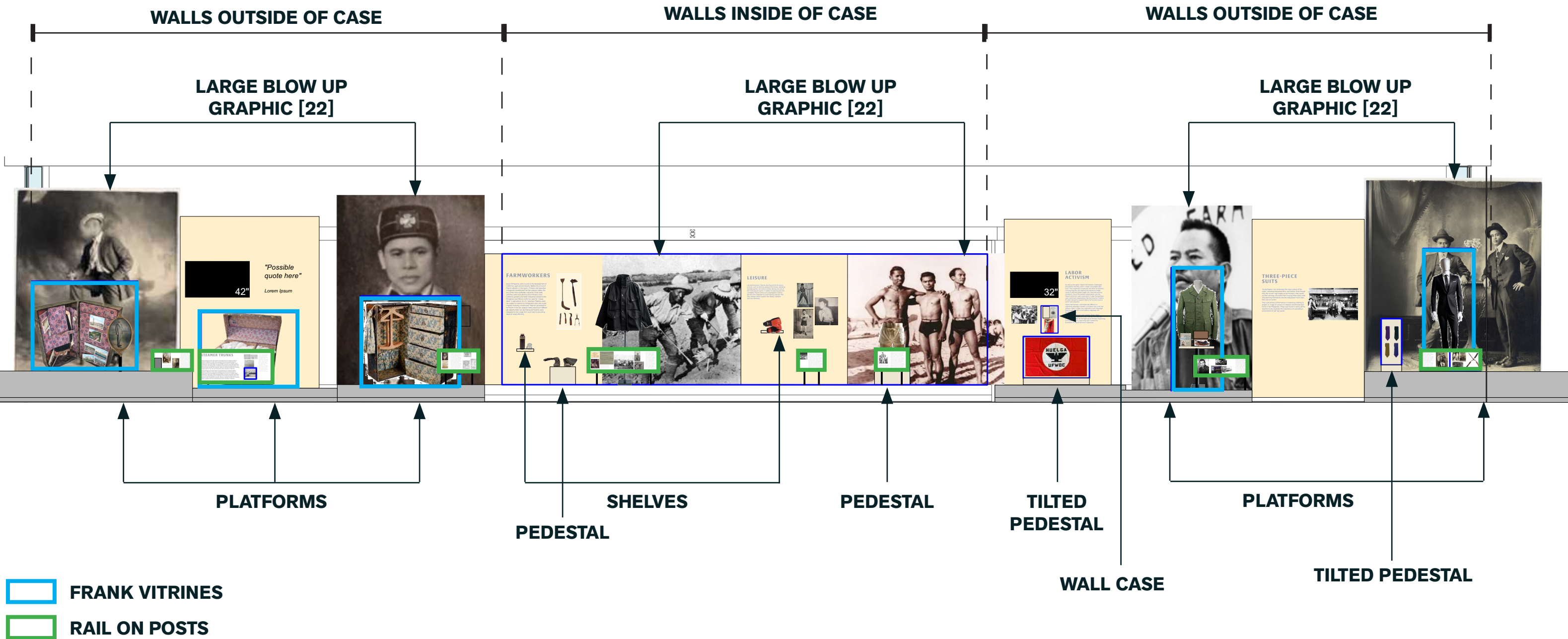
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EXHIBITION SECTIONS



PART 2: EXHIBITION COMPONENTS

UNFOLDED WEST ELEVATION



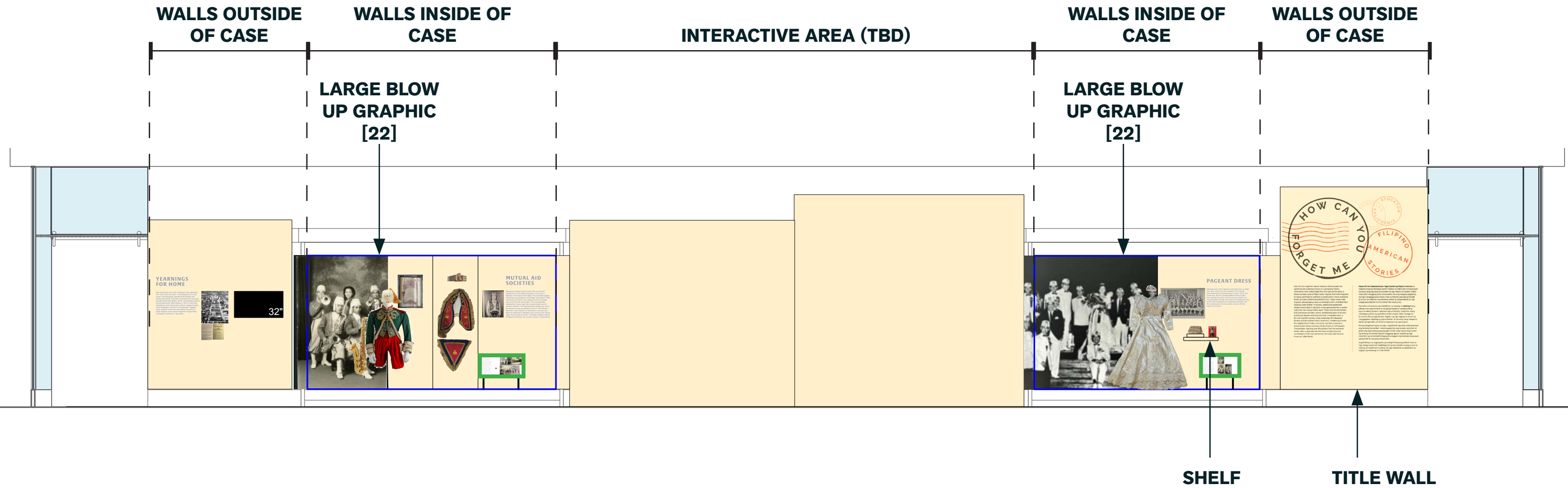
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***WALLS ABOVE CASES AND WOOD PANELING TO BE PAINTED BLACK OR COVERED WITH PHOTOTEX**

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UNFOLDED EAST ELEVATION



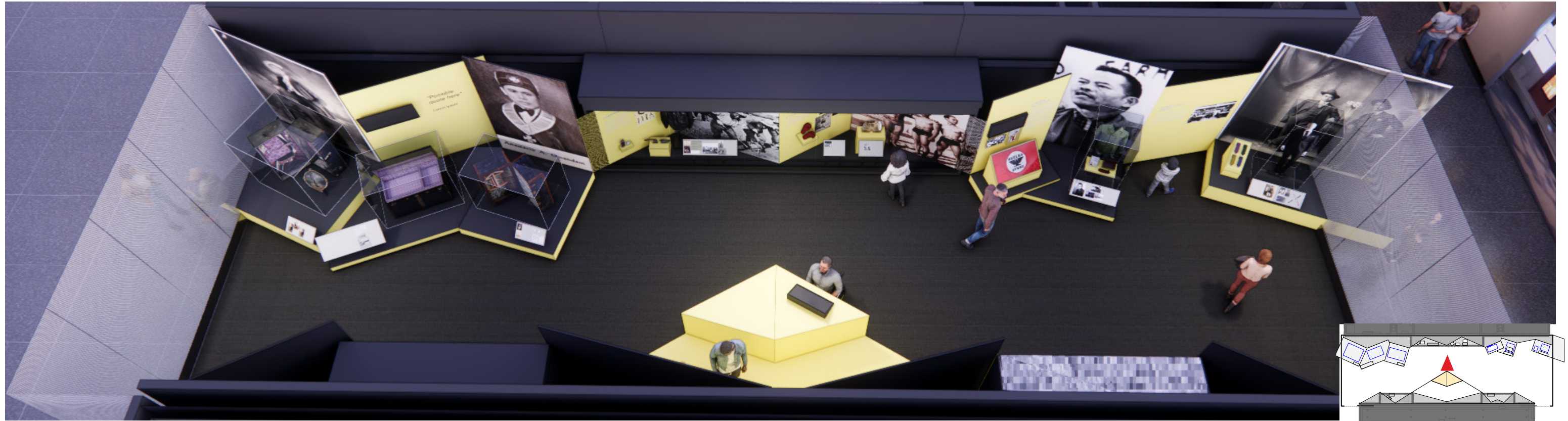
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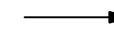
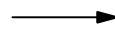
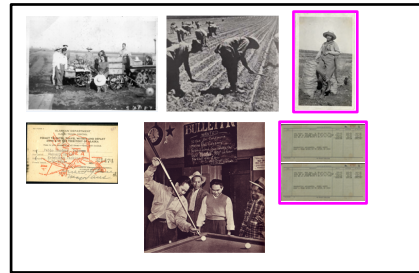
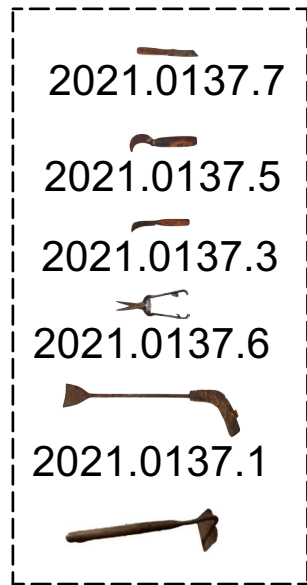
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HOW CAN YOU FORGET ME: FILIPINO AMERICAN STORIES

GALLERY OVERVIEW





- NEW PLEXI ENCLOSURE ON WALL
- NEW PLEXI ENCLOSURE
- PLACED ON RAIL
- PLACED ON WALL
- BLOW UP PICTURE
- ORIGINAL

FARMWORKERS

Asian immigrants were crucial to the development of California's agricultural industry. Before the arrival of Filipino laborers in the 1920s, Chinese and Japanese immigrants transformed the San Joaquin Valley into one of the most profitable industries in the state until they were excluded by discriminatory laws. California growers and other industries looked to the Philippines and Mexico to fill the need for "cheap labor" in agriculture. As U.S. nationals, Filipinos were not subject to restrictive immigration laws and could migrate relatively unrestricted. Filipinos gravitated to farmwork in the San Joaquin Valley because it offered job opportunities but also because Filipinos were relegated to low-wage farm work due to prevailing ideas of racial inferiority.







Like all Am pursu... based o the more codifigms like this on they revere and jaci

Note boots will be mounted standing up


LABOR ACTIVISM


As early as the 1920s, Filipino farmworkers challenged perceptions that they were a "cheap" and pliable labor force. They organized committees and other farmworkers, crossing linguistic and regional boundaries to create unions to demand better wages and improved working conditions. One of the earliest organizations was the Filipino American Labor Association in 1929. During these years, prominent organizations like the American Federation of Labor refused to support Filipino farmworkers due to racism and prejudice.

Filipino farmworkers were especially effective in organizing asparagus workers, a lucrative crop in the San Joaquin Valley. In 1929, they organized a work stoppage that brought growers to the table to negotiate with the farmworkers.

One of these organizers was Cipriano "Rudy" Delvo, the first Filipino organizer to be hired by the American Federation of Labor for the Agricultural Workers Organizing Committee. Delvo's organizing work created the foundation for future farmworker organizing.

32"






*GRAPHICS ARE PLACEHOLDERS ONLY AND NOT TYPESET

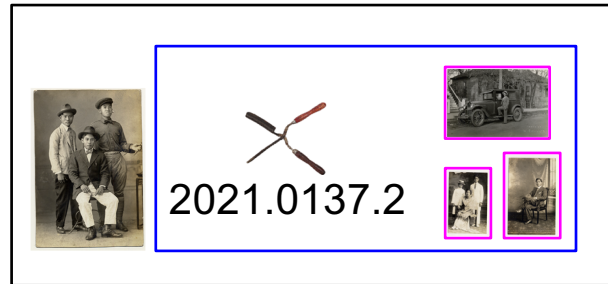
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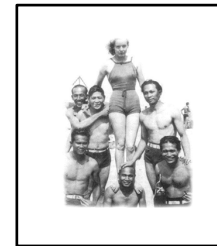
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2022.0058.28



- NEW PLEXI ENCLOSURE ON WALL
- NEW PLEXI ENCLOSURE
- PLACED ON RAIL
- PLACED ON WALL
- BLOW UP PICTURE
- ORIGINAL

Note mount for trunks should be without form visible

LEISURE

Like all Americans, Filipinos also found time for leisure pursuits, such as dancing, going to the movies, attending baseball games, and other activities. Boxing was one of the more popular sports. In addition to playing pool and cockfights, Filipino Americans congregated in venues like this one in Stockton to watch boxing matches. And they revered certain pugilists like Sleepy Caballero and Jack Dempsey.

THREE-PIECE SUITS

Young Filipino men embraced the mass culture of the 1930s, including Hollywood films and fashion. Even though they did not earn high wages as farmworkers, they saved up their earnings and spent them buying three-piece suits and adorning themselves like the Hollywood movie stars they saw on screen.

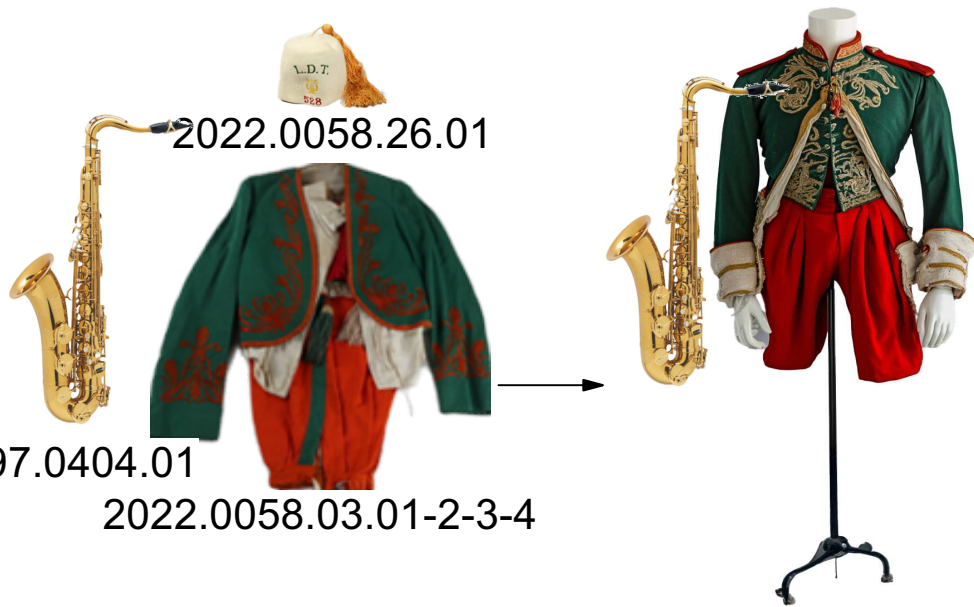
They took photos of themselves in expensive clothing to project an image of success to relatives and friends back home in the Philippines. These suits found in nearby at the steamer trunks illustrate the importance of cultivating a presentation of self (go words)







***GRAPHICS ARE PLACEHOLDERS ONLY AND NOT TYPESET**
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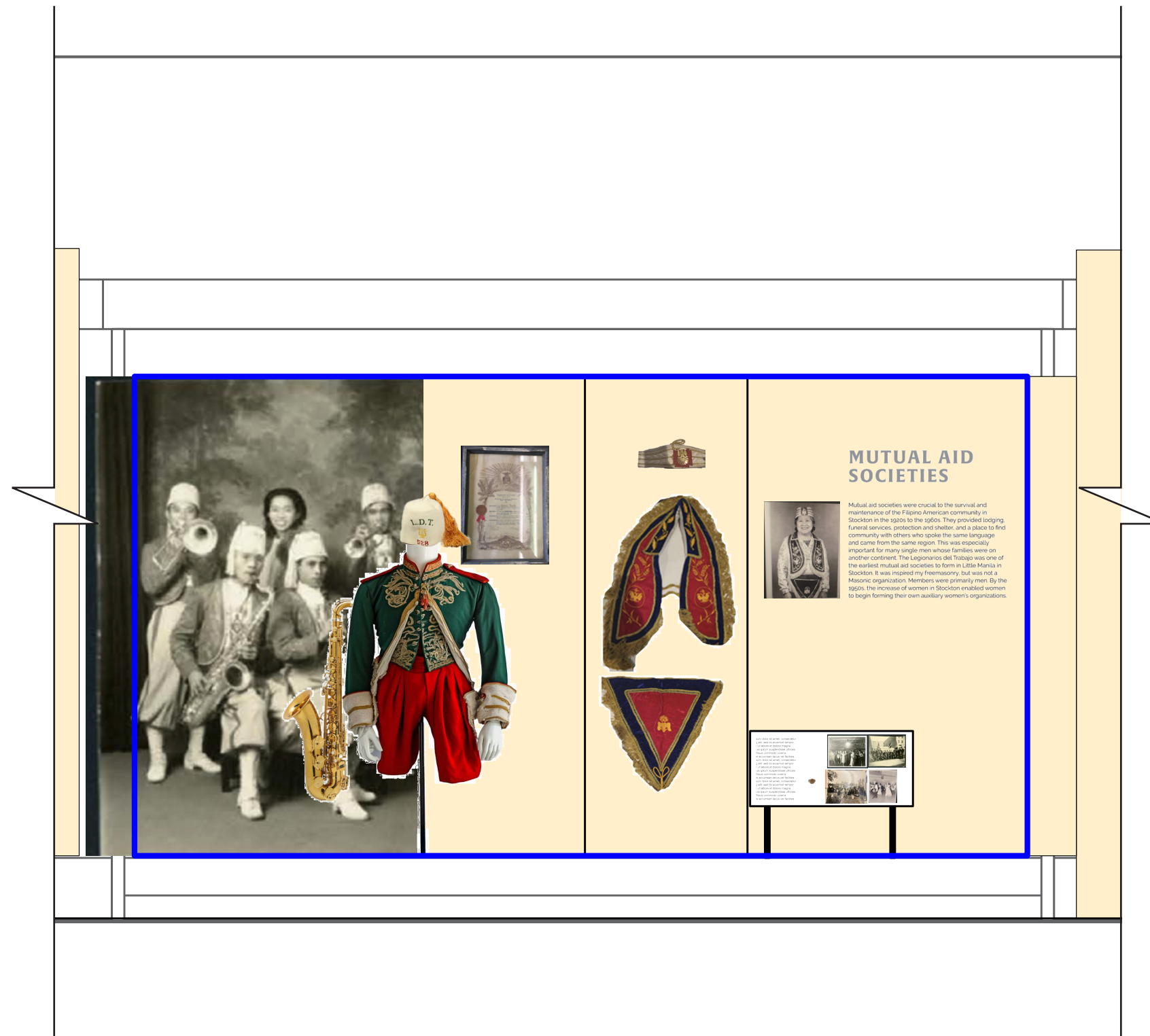
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-  NEW PLEXI ENCLOSURE ON WALL
-  NEW PLEXI ENCLOSURE
-  PLACED ON RAIL
-  PLACED ON WALL
-  BLOW UP PICTURE
-  ORIGINAL



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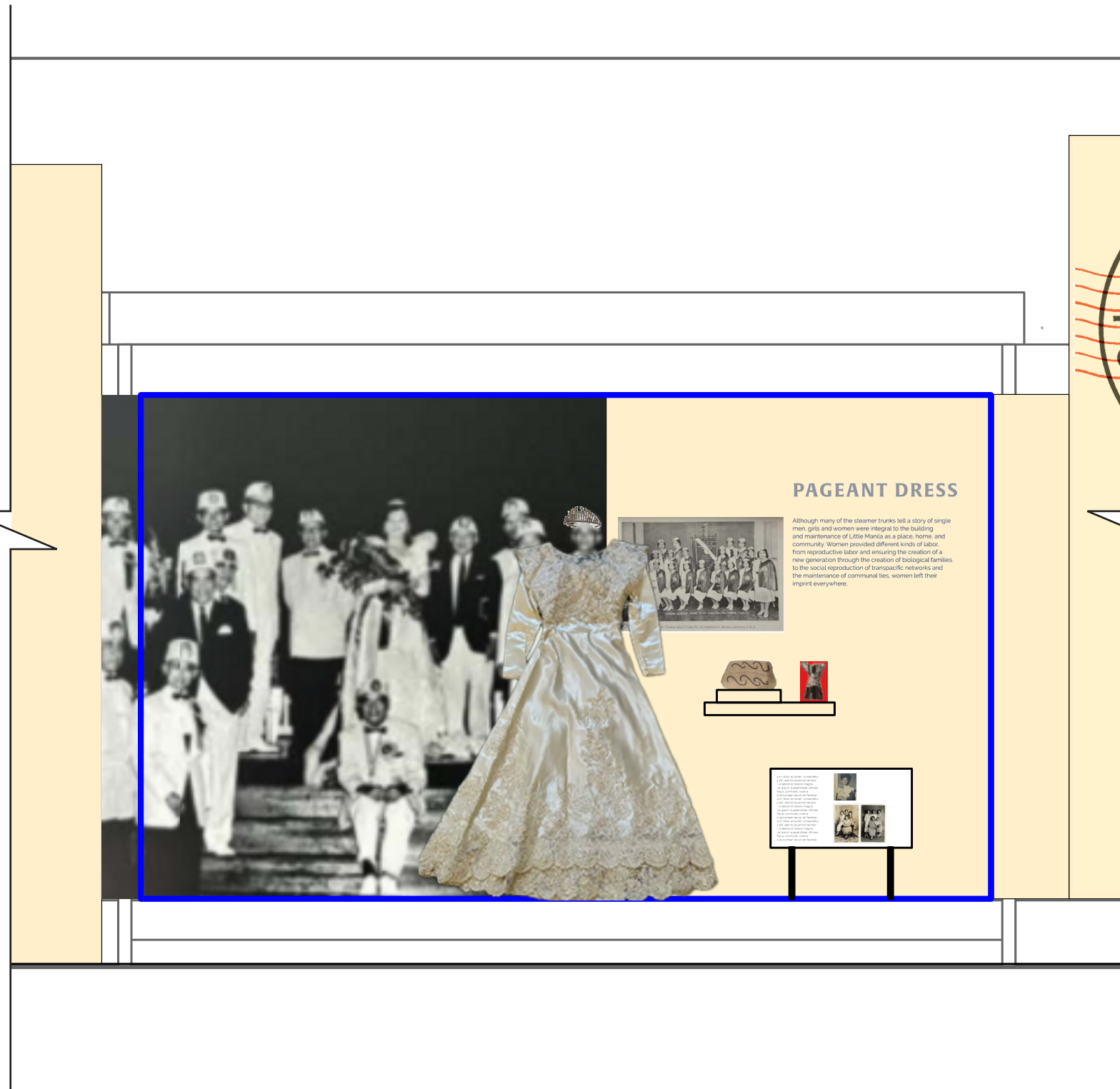


FANHS.AB.1



-  NEW PLEXI ENCLOSURE ON WALL
-  NEW PLEXI ENCLOSURE
-  PLACED ON RAIL
-  PLACED ON WALL
-  BLOW UP PICTURE
-  ORIGINAL

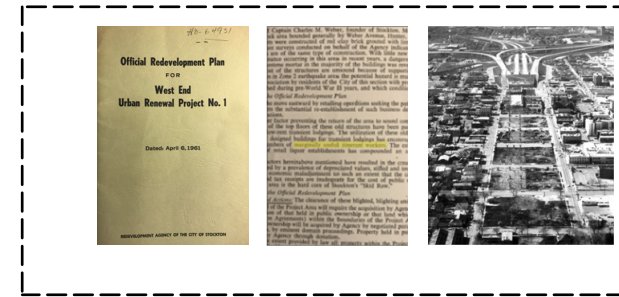
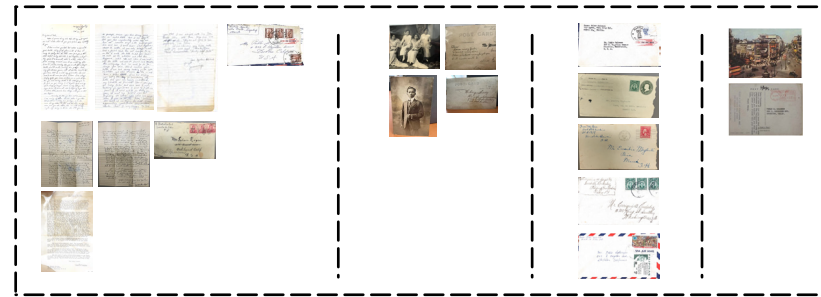
Note there are two dresses, smaller one will be for second rotation, when crown will move to shelf where purse is



***GRAPHICS ARE PLACEHOLDERS ONLY AND NOT TYPESET**
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MONITOR



2022.0058.45

-  NEW PLEXI ENCLOSURE ON WALL
-  NEW PLEXI ENCLOSURE
-  PLACED ON RAIL
-  PLACED ON WALL
-  BLOW UP PICTURE
-  ORIGINAL

Smithsonian Institution

Purchase Order Terms and Conditions

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

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

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

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

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

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

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

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

9. Termination for Cause: The SI may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the SI, upon request, with adequate assurances of future performance, or is added at any time during the term of the agreement to be listed on a denied parties list maintained by any US security agency. 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 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

Smithsonian Institution

Purchase Order Terms and Conditions

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:

12.1 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.

12.2 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:

13.1. 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).

13.2. 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. Countries of Concern: Contractor represents and warrants that it is not, and for the duration of this contract shall not be, owned, controlled, funded by, or subject to, the jurisdiction or direction of a U.S. Government Country of Concern ("CoC") or an entity located within a CoC. Covered countries are identified based on U.S. Government lists (the Department of State's State Sponsors of Terrorism and the National Science Foundation's Implementation Guidance for NSPM-33), which

Smithsonian Institution

Purchase Order Terms and Conditions

are dynamic and as of October 2024 include China, Cuba, Iran, North Korea, Russia, and Syria. Contractor further represents that it is not, and for the duration of this contract shall not be owned, controlled, funded by, or subject to, the direction of any entity or individual subject to U.S. or international sanctions or embargo lists, including but not limited to the Department of Defense Countering Unwanted Foreign Influence in Department-Funded Research at Institutions of Higher Education (defense.gov) list. Contractor shall ensure that all subcontractors providing goods or services under this contract adhere to these requirements. The Smithsonian shall have the right to terminate this Agreement immediately upon written notice in event of any breach of this representation and warranty by Contractor or any subcontractor.

16. Civility: The Smithsonian is committed to maintaining a work environment where people feel welcome, respected, safe, and valued. Harassment, threats of violence, incidents of intimidation, retaliation, or other concerning behaviors that negatively affect the work environment will not be tolerated. Contractor shall ensure that its employees, representatives, agents, and subcontractors performing under this contract are informed of and adhere to this requirement. Contractor is encouraged to have all of its employees, representatives, agents, or subcontractors under this contract who interact with the Smithsonian or with the general public on the Smithsonian's behalf take Smithsonian's free online training course: Fostering a Culture of Respect at the Smithsonian: SI Civil Training for Employees and Affiliated Staff. This course is available on Smithsonian's internal and external e-learning system <https://moodlex.si.edu>.

17. 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.

18. 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.

19. 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. If this contract includes the SI 147B Privacy and Security Clause the contractor must comply with the insurance requirements listed therein, if applicable. 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.

20. 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.

21. 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.

22. Responsibility of Smithsonian Property: Contractor assumes full responsibility for and shall reimburse and

Smithsonian Institution

Purchase Order Terms and Conditions

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.

23. 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.

24. 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.

22.1 Smithsonian Clauses:

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

22.2 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
- 52.239-1 Privacy or Security Safeguards (see form SI 147B)
- 52.233-3 Protest After Award
- 52.244-6 Subcontracts for Commercial Items

22.3 Additional FAR clauses that apply when applicable:

- 52.204-6 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

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, 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 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

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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. (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 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

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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 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 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. Required Insurance Coverage: Contractor shall maintain at all times during the performance of this contract and for three years following its expiration or termination the following insurance coverage:

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8.1. If Contractor will be providing hardware, pre-packaged software, portal access, website development or data storage, as a part of this contract, IT Professional Liability Insurance and Cyber Liability Insurance with limits of no less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate, including coverage for the following:

8.1.a Security and privacy liability, including privacy breach response costs, regulatory fines and penalties; and coverage for unauthorized access, unauthorized disclosure, denial of service attacks, computer viruses, Trojan horses, worms, transmission of any other type of malicious or damaging code, ransomware and failure of security;

8.1.b Hostile action or threat of hostile action;

8.1.c Dishonest, fraudulent, malicious, or criminal use of a computer system;

8.1.d Failure to prevent access to a computer system or computer system resources by an unauthorized person or an authorized person in an unauthorized manner;

8.1.e Breach of privacy and/or the failure to protect any disclosure of personally identifiable information;

8.1.f Cyber extortion coverage, which must include the ability to reasonably meet a hacker's ransom demand, to pay for extortion-related expenses and to bring damaged computer hardware or databases back to their original working condition; and

8.1.g Failure to address any known vulnerabilities.

8.2. If Contractor will be providing colocation services, cloud services, or managed dedicated servers as a part of this contract, Professional Liability Insurance with a limit of no less than \$1,000,000 per occurrence. Coverage must encompass all of the duties and obligations that are the subject of the contract.

8.3. If Contractor will be allowing a third party to use, store, process or access PII or sPII as a part of this contract, Cyber Liability Insurance with a limit of no less than \$2,000,000 per occurrence and must include coverage for the acts or omissions of the third party.

8.4. SI may increase the required minimum policy limit amounts based on the level of risk exposure to SI upon written notice to Contractor. Contractor will provide SI a certificate(s) of insurance showing compliance with SI's increased minimum policy requirements within thirty (30) days of such written notice.

As this is a professional liability policy, the requirement for additional insureds is waived and the following language should be included in the contract: Contractor agrees that upon the event that Contractor and Smithsonian are named as co-defendants in any claim, damages or losses related to any matter arising from work performed by Contractor under this contract, that Contractor's insurance shall take all appropriate action on behalf of the Smithsonian. Contractor shall immediately advise Smithsonian of any claims presented or suits filed as relates to this contract. Contractor agrees and acknowledges that U.S. Federal Law requires that the U.S. Department of Justice, as the legal representative for Smithsonian, must defend or settle any such claims, damages, or losses unless the United States agrees otherwise.

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

10. 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 RIGHTS-IN-DATA CLAUSE

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

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

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

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

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

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

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

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



Smithsonian 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 "Thomas E. Dempsey". The signature is fluid and cursive, with a long horizontal stroke 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.
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.

SMITHSONIAN CONFIDENTIALITY AND DISCLOSURE CLAUSES

The Smithsonian Institution is a trust instrumentality of the United States and has adopted a written policy for responding to requests for Smithsonian Institution records, including paper documents, electronic data, email, contracts, and other information stored or maintained by the Smithsonian, consistent with the principles of disclosure under the Freedom of Information Act, 5 United States Code (U.S.C.), § 552 and available at <http://www.si.edu/OGC/Records-Requests>:

1. **Confidential Information.** Confidential Information consists of trade secrets and commercial or financial information that is customarily treated as private and provided under an assurance of privacy, as well as information the release of which would violate the privacy rights of the disclosing party or a third party with no overriding public interest. Confidential Information shall be designated in writing by the disclosing party as confidential. To have information disclosed other than in writing treated as Confidential Information, the disclosing party must confirm the status of that information as Confidential Information within thirty (30) calendar days of the original disclosure.
2. **Exceptions to Confidential Information.** Confidential Information shall not include any information, whether or not designated in writing as Confidential Information, which:
 - (a) was publicly available at the time of disclosure to the receiving party;
 - (b) was known by the receiving party prior to such disclosure;
 - (c) becomes publicly available after disclosure to the receiving party through no fault of the receiving party;
 - (d) is obtained by the receiving party from a third party who acquired the information without committing a wrongful or tortious act; or
 - (e) is developed independently by the receiving party without reference to or use of Confidential Information.

The receiving party shall notify the disclosing party promptly in writing of any misappropriation, unauthorized disclosure, or use by any person of the Confidential Information disclosed to the receiving party which may come to the receiving party's attention. The receiving party will take all steps reasonably requested by the disclosing party to stop, limit, or otherwise remedy such misappropriation, unauthorized disclosure, or use.

3. **Limited Disclosure.** In maintaining Confidential Information, each party shall use at least the same degree of care that it uses to protect its own confidential information of similar importance, but no less than a reasonable degree of care. 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 Regents, 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 relationship between the parties. 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 provided that the party obligated to disclose such Confidential Information shall (i) assert the confidential nature of the Confidential Information to be disclosed, (ii) use reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed, and (iii) 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. In the event disclosure of Confidential Information is requested in accordance with Smithsonian's records disclosure policy, Smithsonian will provide the Disclosing Party the opportunity to identify Confidential Information for redaction prior to release. To the extent the Smithsonian Institution determines that the records requested contain Disclosing Party's Confidential Information, the Smithsonian will redact and withhold such Confidential Information from release, but final decisions regarding release shall be made by Smithsonian in accordance with its policy. No other use or disclosure of Confidential Information may be made by any party without the prior written consent of the Disclosing Party.
4. **Return of Confidential Information.** The receiving party will either return or destroy all tangible materials embodying Confidential Information within ten business days of receipt of the disclosing party's written request to do so. Notwithstanding the preceding sentence, the receiving party (i) may retain one copy of any portion of the Confidential Information that the receiving party is required to retain by applicable law, rule or regulation, or their internal compliance policies and (ii) shall not be obligated to erase Confidential Information contained in an electronic archiving or backup system operating in the ordinary course of business.

5.

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

Background Investigations and Credentials for Contractors' Personnel

This information applies to the Contractor's employees and subcontractors, who provide services for the Smithsonian Institution (SI). All contractors are subject to SI security directives in effect during the duration of their contracts with the SI.

- 1. Background Investigations.** Specifically, all Contractor's employees to be assigned to the SI under this contract shall be required to receive an SI Credential if their association with SI will be greater than thirty (30) days and they will need access to staff-only areas of SI controlled facilities and leased spaces. Prior to being issued this SI Credential, the Contractor's employees shall be required to undergo and pass an appropriate background investigation and complete security awareness training. The Contractor's employees whose associations with the SI shall 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. Upon successful completion of a background investigation, the Contractor's employees to be assigned to SI shall be issued an SI Credential that must be worn and visible at all times while on duty and within staff-only areas of SI facilities. If the nature of the work does not require escorted access to SI facilities, or when SI Credentialed staff can accompany contractors at all times, the Contractor and/or Contractor's employees may begin work prior to receiving an SI Credential. Contractor's and subcontractor's employees shall not be allowed unescorted access to SI staff-only areas until they undergo an adjudicated background check and receive an SI Credential.
- 2. Forms, Information and Reviews Required.** The Contracting Officer's Technical Representative (COTR), or other designated SI employee, shall furnish the Contractor with an OF-306 (Declaration for Federal Employment form). An OF-306 must be completed by each person employed by the Contractor who shall be assigned to SI. Completed forms OF-306 must be returned by the Contractor to the COTR, or other designated SI employee, within ten (10) workdays from receipt of the forms. Upon notification from the COTR or designated SI employee the Contractor shall send each employee to be assigned to this contract to the SI Personnel Security and ID Office for fingerprinting. For contractors to SI organizations outside the Washington DC and New York City areas, SF-87 Fingerprint Cards shall be provided to the Contractor by the COTR or other designated SI employee. If necessary, the forms SF-87 shall be submitted by the Contractor with the OF-306. Based on the information furnished, the SI shall conduct a background investigation referred to as Special Agreement Checks (SAC). The SAC includes but is not limited to:
 - Security Agency Checks (record of previous suitability determinations)
 - FBI National Criminal History Check
 - Law Enforcement Checks

SI shall review the investigation results and determine if the contractor and contractor's employees did not provide their true identities, or are otherwise not suitable for an SI Credential. SI shall provide the contractor with reasonable notice of the determination, including specific reason (s) the individual(s) has been determined to not have provided his/her true identity or is otherwise unsuitable for an SI Credential. The contractor or subcontractor has the right to answer the notice in writing and may provide documentation that refutes the validity, truthfulness, and/or completeness of the SI initial determination. After consideration of the initial determination and any documentation submitted by the contractor for reconsideration, the Director, Office of Protection Services (OPS), SI, or his/her designee, shall issue a written decision. The reconsideration decision by the Director, OPS, shall be final.

- 3. Term Requirement for SI Credentials.** Throughout the life of the contract, the Contractor shall provide the same data for each new employee(s) or subcontractor(s) who will be assigned to this contract. The Contractor's SI Credentials shall expire annually and must be renewed, if necessary. It is the Contractor's responsibility to initiate the renewal process. The Contractor is not required to submit another set of background investigation forms for the Contractor's employees who have already been through this process.
- 4. Relinquishing SI Credentials.** Upon expiration of the contract, or removal or termination of the Contractor's employees assigned to SI facilities, the Contractor shall return all SI Credentials issued to the Contractor's and /or subcontractor's employees to the COTR or other designated SI employee.