

## Technical or Professional, Non-personal Services

This Request for Quote (RFQ) is issued by the Smithsonian Latino Center, Smithsonian Institution, for technical professional, non-personal services to provide historical research and project coordination services for the Latino DC History Project in accordance with the Statement of Work (SOW).

### I. SUBMITTING YOUR QUOTE

Price quotes may be submitted by **electronic mail (email)**. Quotes are due by 5:00 pm on Feb. 20, 2012:

Attn: Ranald Woodaman  
Email to: woodamanr@si.edu

### II. DESCRIPTION OF REQUIRED SERVICES

*The Latino DC History Project is a research project sponsored by the Smithsonian Latino Center that investigates the growth of the Latino community in the metropolitan region of Washington, DC, beginning in the early 20th century and continuing into the present. It seeks to understand the origins of Latino populations in Washington DC and to document the Latino presence in diverse aspects of the local history of Washington, DC and its surrounding region.*

*The Smithsonian Institution has a requirement for a researcher at the SLC to provide (1) historical research related to the Latino community in the Washington, DC metropolitan region, and (2) project coordination for the Latino DC History Project. A FFP, Requirements type award is contemplated. The award will be for a one-year basic period. The budget for the project will not exceed \$52,000.00. The award will be based on best value to the SI, defined in paragraph III "Evaluation" below. Proposals that respond to the basic evaluation factors will be judged on quality and economy, and no proposal with substantial responses to the evaluation factors and the aims of the project will be rejected solely because it proposes part time work or bids deliverables at a lower cost.*

### III. EVALUATION

*(NOTE: If selection for award will be based on price alone, be sure to cite that consideration here. If options years are desired be sure to request multiple year pricing. When price alone will be the basis for award then the factors below should be deleted. When the award will be based on **best value** then you must list your evaluation factors such as those on the following list. Another factor could be quality of sample provided if you want to receive samples. Whatever factors you use, the individuals/companies invited to submit*

*quotes must each know how you intend to evaluate their capabilities to provide the services required.)*

The Smithsonian Institution plans to award based on *best value to the Smithsonian Institution considering the following factors*. 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.

All of the following factors are of equal importance. Evaluation factors are:

**A. Relevant Experience/Past Performance**

*Relevant experience is considered to be past, successful involvement in the coordination of local Latino history initiatives; and/or experience in other community-based history research projects; and/or experience in the interpretation of Latino history; and/or involvement in the development of exhibitions related to Latino history; and/or experience in archival research; and/or experience in collections and/or archival management.*

1. Relevant experience is that obtained within the past 3 years providing or performing services of similar size, scope, complexity and type of client that indicates your suitability for this project.

*Provide demonstrated experience providing Latino historical research services and project coordination of similar scope of services and to organizations of similar size to the Smithsonian. Identify up to three (3) projects of this type and complexity of work to facilitate determination of capabilities to perform the work required as cited in the statement of work.*

2. Past Performance should be indicated by a list of current or previous contracts with names of points of contact and their current telephone numbers who can answer specific questions on quality, workmanship and scheduling. Provide contract periods of performance dates, dollar value, and brief description of the work performed.

## **B. Qualifications/Technical Competence**

1. **Technical Information** – Technical information should include a narrative discussion addressing the technical competence, the firm’s capabilities, qualifications, and approach to satisfy the requirements of the SOW.
2. **Product Samples**

Please provide two relevant writing samples, no longer than two pages each. Excerpts from longer writing samples are permissible.

Additional relevant product samples such as illustrations, posters, exhibition guides and other publications related to Latino historical research and historical research project coordination may be submitted, but are not required. While these additional product samples are not required, they will factor into the evaluation of best value.

*(NOTE: Product samples should be delivered with quotes, and will not be accepted after the time specified for receipt of quotes. Product samples shall be submitted at no expense to the Smithsonian Institution, and will be returned at the sender’s request and expense, unless they are destroyed during preaward testing.)*

3. **Awards subject to the Service Contract Act** - *(NOTE: Cite which wage determination applies or that the requirement is in accordance with GSA Schedule.)*

## **C. Resumé**

## **D. Price**

## **IV. INSURANCE REQUIREMENTS**

Prospective contractors are required to have *General Liability Insurance for \$5,000,000* and a *Fidelity Bond for \$1,000,000 (auto insurance is required if the contractor will be required to bring a vehicle onto SI property, and/or transport SI-owned property)*. The Smithsonian Institution must be listed as additional insured for the General Liability insurance. Proof of insurance must be submitted with quotes.

*(NOTE: Insurance requirements depend on the type of work, the location of work performance, proximity to the public, etc. Insurance requirements must be determined before the RFQ is sent out because it will influence pricing to be submitted by individuals and companies. Please contact the staff in the Risk Management Division, Office of the Treasurer for assistance with determining minimum insurance requirements.)*

## **V. DUNS NUMBER**

A DUNS number is a unique nine digit identification number available for each physical location of your business and is needed to register with the Central Contractor Registration (CCR) system. DUNS numbers are provided through Dun and Bradstreet at no charge. You may contact Dun and Bradstreet to obtain DUNS numbers by toll free telephone call to

1-866-705-5711 or on the internet at <http://fedgov.dnb.com/webform/pages/CCRSearch.jsp>.

## **VI. CENTRAL CONTRACTOR REGISTRATION (CCR)**

It is a requirement that current and prospective recipients of contract and purchase orders awarded by the Smithsonian Institution must complete registration and maintain an active record in the Central Contractor Registration (CCR). The CCR 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 CCR, will assist the Smithsonian Institution in complying with the Federal Debt Collection Improvement Act of 1996. You may complete or update your information in CCR online at <http://www.ccr.gov>. Questions regarding the process may be directed to the CCR Assistance Center (CCRAC) via toll free call to 1-888-227-2423.

If yours is the acceptable price quote and you are selected for award, your organization's valid and active registration with CCR must be verifiable by Smithsonian Institution staff administering this procurement prior to contract or purchase order award, and any modifications or amendments to awards.

## **VII. SERVICE CONTRACT ACT OF 1965, AS AMENDED**

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

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

## **VIII. INFORMATION TO BE SUBMITTED WITH QUOTES**

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

- A. Project Title
- B. Business name, address, telephone number, and DUNS number
- C. Business point of contact name, telephone number and email address

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

**ATTACHMENT(S):**

- Statement of Work for historical research and project coordination services for the Latino DC History Project, January 13, 2012
- Form SI-147A, Smithsonian Institution Purchase Order Terms and Conditions
- Smithsonian Institution Independent Contractor Clauses, May 2003
- Smithsonian Institution Rights-in-Data Clause, 21 June 2001

**Statement of Work - Historical researcher and project coordinator for Latino DC History Project, Phase 2**

*The Latino DC History Project is an initiative to document the Latino presence in the DC metro area, telling the unheard stories of Latinos in the institutions, culture, economy and daily life of the nation's capital. These diverse stories, which include the experiences of Salvadoran refugees, Aymara-speaking Bolivians and Puerto Rican federal workers, just to name a few, offer opportunities for understanding the connections between local and global history and responding to the urgent need to develop Latino content for school curricula. The Latino DC History Project has roots in previous Smithsonian research on the local Latino community conducted by the Smithsonian's Center for Folklife and Cultural Heritage and the Anacostia Community Museum. It is also connected to an ongoing Smithsonian research initiative on immigration and migration.*

*In 2015, the Smithsonian Latino Center plans to open an exhibition that connects to local, neighborhood-based exhibits and displays that feature the new collections and scholarship that will result from this project. Public programs about DC's Latino history began in 2010 and will continue until the exhibition closes, with plans to engage adults, youth, teachers and families in documenting their experiences and interpreting their community histories.*

*The Smithsonian Latino Center (SLC) is seeking a contractor to provide historical research and project coordination services for Phase 2 of the Latino DC History Project over the course of one year. Working under the supervision of the SLC Exhibitions and Public Program Director, the contractor will focus his/her research on the Latino presence in Northern Virginia, seeking to document individual and family stories, as well as the social, economic and cultural dynamics that shape and are shaped by Latino communities in the greater Washington, DC metropolitan region.*

Deliverables include:

- Review of Phase 1 research and methodology.
- Develop theoretical approaches for interpreting Latino history in the DC metropolitan region.
- Continue the organization and analysis of demographic information about the Latino/Latin American/Iberian/Hispanic population in the greater DC metropolitan area, since the 19<sup>th</sup> century that began in Phase 1, but with a focus on Northern Virginia suburbs, in particular Arlington County, the City of Alexandria, Fairfax County, Prince William County, Loudon County, and Fauquier County.
- Close coordination with SLC Exhibitions and Public Program Director to develop 1 public program about Latino community history in Northern Virginia.
- Identify, survey, and analyze existing studies and other resources (including subject experts, publications, exhibitions, oral histories, collections, etc.) related to the documentation of Latino history in the DC metropolitan region, particularly Northern Virginia. These resources must be included as a bibliography/resources list to be included in the contractor's final report.
- Conduct research at national and municipal libraries, archives, record-holding agencies, churches, and other organizations to collect historical and contemporary information

about the Latino/Latin American/Iberian/Hispanic populations in the greater DC metropolitan area, particularly Northern Virginia. This research must be included in the contractor's final report with the related and properly credited documents (where image, audio or document copying is permissible).

- Conduct research with local agencies (such as education, law enforcement, public health, commerce, housing, sports and recreation, etc.) as well as with churches, schools (public, private, and charter), community and social organizations, and other non-profits from the District of Columbia, Maryland, and Virginia to analyze what legal, public policy, and community initiatives have been generated in response to the Latino /Latin American/Iberian/Hispanic populations in the greater DC metropolitan area, particularly Northern Virginia. This research must be included in the contractor's final report with the related and properly credited documents (where image, audio, or document copying is permissible).
- Conduct research in the archives of Spanish language newspapers and radio stations in the greater DC metropolitan area. This research must be included in the contractor's final report with the related and properly credited documents (where image, audio, or document copying is permissible).
- Conduct research that attempts to document the cultural legacy/footprint of the Latino/Latin American/Iberian/Hispanic population in the in the greater DC metropolitan area in the areas of community-generated music, performances, exhibitions, murals, festivals, etc. , particularly Northern Virginia. This research must be included in the contractor's final report with the related and properly credited document (where image, audio, or document copying is permissible).
- Identify a list of candidates for oral history interviews from Northern Virginia, and record these interviews in coordination with the SLC Exhibition and Public Programs Director.
- Coordinate with the SLC Exhibition and Public Programs Director and other designated Smithsonian staff to develop an initial collecting plan for SI collecting units to document the history and expressions of the Latino/Latin American/Iberian/Hispanic populations of the greater DC metropolitan area, particularly in Northern Virginia.
- Identify specific objects for future acquisition by SI collecting units in accordance with the objectives of the collecting plan.
- Organize periodic meetings with members and leadership of DC metropolitan Latino/Latin American/Iberian/Hispanic community to promote participation in and support for the Latino DC History Project.
- Organize biweekly meetings or conference calls with the SLC Exhibitions and Public Program Director.
- Bimonthly presentations to the project's advisory committee.
- The contractor shall provide quarterly reports to the Smithsonian Latino Center on the progress of his/her research and project coordination.
- The contractor will submit a detailed final report in printed and electronic format that outlines and analyzes the research conducted in Phase 2 and the project's methodologies and approaches. This report must also synthesize and/or build upon the research and theoretical questions developed in Phase 1 of research, which focused largely on the District of Columbia.

# SMITHSONIAN INSTITUTION

## PURCHASE ORDER TERMS AND CONDITIONS

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

**2. INSPECTION AND ACCEPTANCE** - The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The SI reserves the right to inspect, test or evaluate any supplies or services that have been tendered for acceptance. The SI may require repair or replacement of nonconforming supplies or re-performances of nonconforming services at the Contractor's expense. The SI must exercise its post acceptance rights- (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item. Inspection and acceptance will be at destination, unless otherwise provided in writing. Until delivery and acceptance, and after any rejections, risk of loss will be on the Contractor unless loss results from negligence of the SI. Final acceptance by the SI will be conditional upon fulfillment of the above requirements.

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

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

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

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

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

**8. DISPUTES** - Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer. All disputes must be submitted within 12 months after accrual of the claim to the Contracting Officer for a written decision. The Contracting Officer shall mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and conclusive, unless within 60 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary of the Smithsonian Institution. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive, unless determined to have been fraudulent, or capricious or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. The Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the

Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

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

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

**11. CHANGES** - The SI may at any time, in writing, make changes within the general scope of this purchase order to include: (1) Technical requirements and descriptions, specifications, statements of work, drawings or designs; (2) Shipment or packing methods; (3) Place of delivery, inspection or acceptance; (4) Reasonable adjustments in quantities or delivery schedules or both; and, (5) SI-furnished property, if any. If any such change causes an increase or decrease in the cost of or the time required for performance of this purchase order, the Contractor shall inform the SI in writing within thirty (30) days after receipt of change request. Any additional charges must be approved in writing by the SI authorize procurement officer executing this purchase order. Contractor shall not make any changes without the written consent of the SI authority executing this purchase order.

**12. DISCLOSURE** - Information relating to this purchase order shall only be used by the Contractor or subcontractor solely for the performance of this contract. Neither party shall disclose any information concerning this agreement to include the release, reproduction, distribution of any data produced in the performance of this purchase order to any third party without securing the prior written consent of the SI Contracting Officer or his/her Representative. Use or disclosure of information shall be solely for the purpose of carrying out this purchase order agreement. The SI information is provided and received in confidence, and the Contractor, subcontractor or other third parties shall at all times preserve and protect the confidentiality thereof. Any such confidential information, copies or transcripts thereof, shall be returned to the SI upon completion of the work, or immediately destroyed upon request by the SI.

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

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



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

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

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

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

**17. INSURANCE AND BONDS** - Contractor shall maintain at all times during the performance of this contract Commercial General Liability Insurance.

Contractor shall maintain Worker's Compensation Insurance in accordance with statutory requirements and limits.

If during the performance of this contract, a vehicle is required, contractor shall maintain business automobile insurance.

If this contract relates to any type of media exposure, then Contractor is required to have professional errors and omissions coverage.

If this contract requires Contractor to handle Smithsonian funds or guard or protect Smithsonian artifacts, Contractor will also be required to obtain a fidelity bond or crime insurance.

Limits of such bonds or insurance policies are to be determined. SI shall be listed as an "additional insured" under the comprehensive general liability and business automobile policies. Proof of insurance shall be in the form of a binder, policy, or certificate of insurance and this is to be submitted to the SI's Procurement Officer prior to work being initiated.

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

(A) Contractor's name, address, and taxpayer identification number (TIN).

(B) Invoice date and number. (C) Purchase order number including contract line item number. (D) Item description, quantity, unit of measure, unit price, and extended price. (E) Name, title, telephone and fax number, and mailing address of point of contact in the event of an invoice discrepancy. (F) Invoice total, payment discount terms and remittance address. (G) Shipping and payment terms (e.g. shipment number, date of shipment, and discount terms). Bill of lading number and weight of shipment should be included when using Smithsonian Institution bills of lading. Prepaid shipping costs shall be indicated as a separate item on the invoice. (H) Any other information or documentation required by other provisions of the contract.

**19. Travel** - (1) If travel is specified under this purchase order, it must be pre-authorized by the Contracting Officer's Technical representative (COTR) prior to occurrence. The Contractor shall be reimbursed for such travel upon receipt of documentation that the expenses were incurred. (2) Rail or air transportation costs shall not be reimbursed in an amount greater than the cost of economy class rail or air travel unless the economy rates are not available and the Contractor certified to this fact in vouchers or other documents submitted for reimbursement. (3) Room and meals (per diem travel allowance) shall be reimbursed in accordance with the Contractor's established policy, but in no event shall such allowances exceed the rates Contractor's established in the Federal Travel Regulations. (4) The contractor shall be reimbursed for the cost of the out-of-town travel performed by its personnel in their privately owned automobiles at the rates established in the Federal Travel Regulations, not to exceed the cost by the most direct economy air route between the points so traveled. If more than one person travels in the same automobile, the Contractor for such travel shall incur no duplication of or otherwise additional charges. (5) The Contractor shall be reimbursed upon receipt of appropriate documentation that the expenses were incurred. Total travel cost will not be reimbursed for an amount that exceeds the estimated amount stated in this purchase order.

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

**21. Internet Protocol Version 6 (IPv6) Compliance.** In the event that Contractor will be developing, acquiring, and/or producing products and/or systems pursuant to this Contract that will be connected to a network or that will interface with the World Wide Web, the following provisions shall apply:

OMB Memo M-05-22, dated August 2, 2005, requires that all agencies' infrastructure must be using IPv6 and all agency networks must interface with this infrastructure by June 2008.

The Contractor hereby warrants and represents that the products and/or systems to be developed, acquired, and/or produced pursuant to this Contract will be IPv6 compliant. These products and/or systems must be able to receive, process, and transmit or forward (as appropriate) IPv6 packets and must be able to interoperate with other systems and protocols in both IPv4 and IPv6 modes of operation.

If the product or system will not be compliant initially, the Contractor will provide a migration path and express commitment to upgrade to IPv6 for all application and product features by June 2008. Any such migration path and commitment shall be included in the Contract price. In addition, the Contractor will have available contractor/vendor IPv6 technical support for development and implementation and fielded product management.

**CLAUSES INCORPORATED BY REFERENCE** - This contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request the Contracting Officer will make their full text available. The full text of the following FAR clauses may be viewed at [www.ameet.gov/far/](http://www.ameet.gov/far/). For the full text of Smithsonian Institution clauses contact your procurement delegate. The Contractor shall comply with the following Smithsonian Institution and Federal Acquisition Regulation (FAR) clauses incorporated by reference, unless the circumstances do not apply. References herein to the "Government" shall be deemed to mean the Smithsonian Institution.

#### Smithsonian Clauses

- Minimum Insurance

#### FAR Clauses

- 52.222-3 Convict Labor
- 52.222-19 Child Labor
- 52.222-20 Walsh-Healey Public Contracts Act
- 52.222-21 Prohibition of Segregated Facilities
- 52.222-26 Equal Opportunity
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
- 52.222-36 Affirmative Action for Workers with Disabilities
- 52.222-41 Service Contract Act of 1965, As Amended
- 52.223-5 Pollution Prevention and Right-to-Know Information
- 52.225-1 Buy American Act-Supplies
- 52.225-13 Restrictions on Certain Foreign Purchases
- 52.232-11 Extras
- 52.233-3 Protest After Award
- 52.244-6 Subcontracts for Commercial Items

#### Additional FAR clauses that apply when applicable:

- 52.204-6 Data Universal Numbering System (DUNS) Number
- 52.204-7 Central Contractor Registration
- 52-208-4 Vehicle Lease Payments
- 52-208-5 Condition of Leased Vehicle
- 52-208-6 Marking of Leased Vehicles
- 52-208-7 Tagging of Leased Vehicle
- 52-211-6 Brand Name or Equal
- 52.211-17 Delivery of Excess Quantities 52-233-4 Applicable Law for Breach of Contract Claim
- 52-222-50 Trafficking Victims Protection Act (applicable to non-commercial services)
- 52-228-8 Liability and Insurance Leased Motor Vehicles
- 52-236-5 Material and Workmanship
- 52-247-29 F.o.b. Origin
- 52-247-34 F.o.b. Destination

**SMITHSONIAN INSTITUTION  
INDEPENDENT CONTRACTOR CLAUSES**

It is understood that Contractor is undertaking the work hereunder as an independent contractor, not as an employee of the Smithsonian, and neither Contractor nor Contractor's employees are eligible for Smithsonian benefits, including coverage under FECA (workers compensation) and FTCA (Federal Tort Claims Act), or coverage under any Smithsonian workers compensation, medical, liability, or other insurance policy, or for legal protections afforded to employees under law applicable to employment relationships.

- (1) Contractor is responsible for providing, at Contractor's own expense and as necessary, disability, unemployment, workers compensation and other insurance, including adequate liability and property insurance, training, permits, and licenses for Contractor and for Contractor's employees.
- (2) Contractor is responsible for paying all taxes and income taxes, including estimated taxes, incurred as a result of the payments by Smithsonian to Contractor for performance of this contract.

The parties, by this contract, do not intend to create a partnership, principal/agent, or joint venture relationship, and nothing in this contract shall be construed as creating such a relationship between the parties. Neither party may incur any obligation on behalf of the other.

Contractor agrees and acknowledges that Smithsonian assumes no responsibility whatsoever for the acts, errors and/or omissions of Contractor beyond those that the Smithsonian is responsible for at law.

**WARRANTIES AND REPRESENTATIONS**

Contractor warrants the following: (1) He or she has full right and authority to enter into this Agreement; (2) he or she has full right and authority to grant all of the rights granted herein; (3) he or she is not under any obligation to any other party which may interfere with the performance of his or her obligations hereunder or conflict with or injure the work performed under this contract; and (4) he or she has not previously assigned, pledged or otherwise encumbered any rights herein granted to Smithsonian. Contractor represents that he or she has diligently taken prudent, responsible and customary measures to ensure that the materials provided by the Contractor contain no matter that is libelous or in violation of the copyright, patent right, or any property or personal right of any person or entity nor a violation of any statutory copyright, nor are otherwise contrary to law.

**RESPONSIBILITY FOR SMITHSONIAN PROPERTY**

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

**NO WAIVER OF RIGHTS**

Neither the Smithsonian's review, approval, acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any cause of action arising out of the Contractor's performance of this contract.

**INDEMNIFICATION**

Contractor shall defend, hold harmless, and indemnify Smithsonian Institution, its Regents, directors, officers, employees, volunteers, licensees, representatives and agents, and the Government of the United States, against any and all claims, loss and expense (including attorney's fees and litigation expenses), from loss or liability or injury to any persons (including employees or agents of the Contractor or his subcontractors) and from loss of or damage to any property (including property owned by Smithsonian) arising out of any act or omission of the Contractor, his employees, agents or subcontractors in the performance of this contract.

**SMITHSONIAN INSTITUTION  
RIGHTS-IN-DATA CLAUSE**

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

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

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

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

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

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

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

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