



SOCIETY FOR INTERNATIONAL AFFAIRS

The Society for International Affairs, Inc. (SIA) is a volunteer, non-profit, educational organization consisting of over 2000 members worldwide from both Industry and Government organizations.

Our Mission is to educate the international trade community by providing a forum for the exchange of information on the export and import process.

Society for International Affairs Business Management Function Request for Proposal

Title: Request for Proposal to provide Business Manager Functional Support Services to the Society for International Affairs

Due Date: March 15, 2019

Location: U.S. Mail/ /Fed Ex/UPS

RFP Responses
Society for International Affairs
PO Box 9466
Arlington, VA 22209

Email

SIA@siaed.org
Subject Line (SIA RFP Response, Business Manager)

INFORMATION AND INSTRUCTIONS TO BIDDERS

Section 1 General Information to Bidders

Introduction:

Subject to the conditions set forth in this Request for Proposal, the Society for International Affairs and its Board of Directors (collectively referred to as “SIA”) is requesting **sealed** Bids for the following:

Bid Name: Request for Proposal to provide Business Manager Functional Support Services

Bid Deadline: **March 15, 2019**

Submission of Bids: **U.S. Mail/Fed Ex/UPS**

RFP Responses
Society for International Affairs
PO Box 9466
Arlington, VA 22209

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Subject Line (SIA RFP Response, Business Manager)

Faxed Bids will not be accepted

Definitions

Except as otherwise specifically provided, definitions are set forth as follows:

Bidder – Refers to the firm or independent contractor that is interested in and/or responds to the RFP.

Bid – Refers to all documents that the Bidder must submit to SIA prior to the Bid Deadline.

Bid Deadline – Refers to the date indicated in the RFP as the latest date that a Bid will be accepted.

Contract – Refers to the final agreement reached between the successful Bidder and SIA.

Contractor – The term Contractor shall mean the successful Bidder awarded the Contract.

Subcontractor – The term Subcontractor shall mean any individual, company, or corporation to whom the Contractor assigns eligible parts of the Contract.

Code of Conduct and Fair Competition

It is the responsibility of the Bidder to notify SIA in writing of any possible conflict of interest as set forth below. SIA will investigate the matter and determine if an actual conflict of interest exists.

A conflict of interest arises when a SIA Officer or Director involved in the RFP process or Contract has a financial or any other interest in a Bidder. If a conflict of interest exists, the Bidder may not submit a Bid.

SIA Officers and Directors may neither solicit nor accept gratuities, favors, or anything of monetary value from Bidders, Contractors, or parties to sub-agreements. Any such action must be reported to the SIA President immediately.

SIA reserves the right to cancel the award if, in its sole discretion, it determines that any interest disclosed from any source could give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Bidder. SIA's determination regarding any questions of conflict of interest shall be final.

Compliance with Federal, State and Local Laws

Bidder warrants in submitting a Bid and in the performance of an award as a result of the Bid that Bidder has complied with, or will comply with, all applicable federal, state, and local laws, ordinances and all lawful orders, rules and regulations hereunder. The Bidder, by submitting the Bid or performance that results from an award by SIA, agrees not to discriminate against any employee or applicant based on an individual's race, color, religion, religious creed, ancestry, national origin, age (except minors), sex, sexual orientation, marital status, medical condition and disability, and otherwise as required or permitted by law. Bidder further agrees that any sub-contract will contain a provision requiring non-discrimination in employment as specified above. Any breach of this provision may be regarded as material breach of contract and cause for cancellation.

Limitation of Liability

SIA makes no representations, warranties, or guarantees that the information contained herein is accurate, complete, timely, or that such information accurately represents the conditions that would be encountered in pursuing the work or at the site(s) of work now or in the future. The furnishing of such information by SIA shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Bidder, by submitting its Bid, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold SIA liable or responsible therefore in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of SIA, its Directors or Officers, oral or in writing, shall impair or limit the effect of the warranties of the Bidder required by this Request for Bid and that

it shall not hold SIA liable or responsible therefore in any manner whatsoever.

Neither SIA Officers nor Directors shall be charged personally with any liability by a Bidder or another or held liable to a Bidder or another under any term or provision of this RFP or any statements made herein or because of the submission or attempted submission of a response hereto or otherwise.

Qualification of Bidder

Bidder must possess the potential ability to perform successfully under the terms and conditions set forth in the RFP. Consideration shall be given to such matters as Bidder integrity; record of past performance; and financial and technical resources.

SIA shall make such investigations as deemed necessary to determine the ability of a Bidder to provide the specified equipment and perform professional services.

SIA reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy SIA that said Bidder is properly qualified to carry out the obligations of the final Contract.

Independent Contractor

It is understood that in performing under this Agreement, that the Successful Bidder will be an independent Contractor and will not be acting as an employee of SIA. Successful Bidder will be responsible for filing all required tax information returns and forms and pay all applicable taxes on the basis that Contractor is an independent contractor.

Section 2 Submission of Bids

Preparation of Bid

By submission of its Bid, the Bidder agrees that the Bid is predicated upon the acceptance of all the terms and conditions stated in the Request for Proposal, unless specifically excluded by the Bidder in its Bid. Part or all of the RFP and the successful Bid may be incorporated into the Contract.

Each Bidder shall furnish the information and documents required by the RFP. Failure to submit all required information may deem a Bid as non-responsive. All costs associated with the Contract must be stated in U.S. currency. By submitting a Bid, Bidder certifies that the prices proposed have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such prices with any other Bidder or competitor. Bidders are cautioned to write all descriptions and prices clearly so there is no doubt as to the intent and scope of the Bid.

A person who is legally authorized to bind Bidder to a Contract shall sign the Bid. A Bid

submitted by an agent shall have a current Power of Attorney attached, which evidences the agent's authority to bind Bidder. The person signing the Bid shall initial erasures or other changes.

Unnecessarily elaborate Bids beyond what is sufficient to present a complete and effective Bid are not desired and may be construed as an indication of the Bidder's lack of cost consciousness. Elaborate artwork, expensive paper and bindings are neither necessary nor desired. The cost incurred for the preparation of the Bid is the sole responsibility of the Bidder. SIA does not assume any liability for any pre-contract activity and/or cost incurred by Bidders responding to this RFP.

Bid information is not considered confidential or proprietary. Trade secrets and other proprietary data contained in Bids may be held confidential if the Bidder requests, in writing, that SIA does so, and if SIA agrees, in writing, to do so. Material considered confidential by the Bidder must be clearly identified. Such confidential/proprietary information must be easily separable from the non-confidential sections of the Bid. Marking the entire Bid as proprietary will be neither accepted nor honored. Notwithstanding any of the foregoing, SIA reserves the right to use any of the ideas presented in any reply, Bid, discussion, negotiations or presentation related to the RFP.

If a Bidder intends to use subcontractor(s), the Bidder must identify in its Bid the names of the subcontractors and the portions of the work the subcontractors will perform.

Communications Regarding the RFP

All questions regarding the RFP shall be directed to SIA in writing or by e-mail utilizing the contact information provided in Section 1. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. Other questions may be more complex and may require a written amendment to the RFP. SIA will make that decision.

SIA shall make clarifications, interpretations, corrections, and changes to the RFP by written Addenda as specified below. **Questions will not be answered and clarification will not be given after March 15, 2019.**

Submission of Bids

Bids are to be received in the designated office or designated email address, on or before the date specified as the Bid Deadline in the RFP. **Oral, telephone telegraph, or facsimile Bids will not be considered.** If a Bid is sent by mail, Bidder assumes full responsibility in assuring that its Bid is received by the Bid Deadline.

Mailed Bids shall be submitted in a sealed envelope or package as follows:

- 1 Addressed to the address specified on the cover page of this RFP,
- 2 Show the Bid Name, "**SIA RFP**", and
- 3 Give the Bidder's name, primary contacts address,

Emailed Bids shall be submitted as follows:

- 1 Submit Bid to Addressed to SIA@siaed.org,
- 2 Subject Line must state: “**SIA RFP Response, Business Manager**), and
- 3 Give the Bidder’s name, primary contacts address

SIA, or any SIA officers or Directors, will not be held responsible for the pre-opening of, post-opening of, or the failure to open a Bid not properly addressed and identified.

Late Submissions, Modifications, and Withdrawals of Bids

Late Bids: Bids received after the specified Bid Deadline will not be considered and shall be returned to the Bidder unopened.

Bid Modifications: Prior to the Bid Deadline, a submitted Bid may be modified by written notice, signed by a duly authorized person on behalf of the Bidder, to SIA. The written notice shall be worded as not to reveal the amount of the original Bid.

Bid Modifications must contain all required documents as specified in the RFP. Failure to submit all required information can deem the Bid Modification as non-compliant and the contents of the Bid Modification will not be considered.

A previously submitted Bid will not be returned, unless written notice, signed by a duly authorized person, from the Bidding Company is received by SIA.

Bid Withdrawal Notifications: Prior to the Bid Deadline, a submitted Bid may be withdrawn by written notice to SIA up until the Bid Deadline. Written requests to withdraw must be signed by a duly authorized person on behalf of the Bidder and shall not reveal the amount of the Bid. Bids may not be modified or withdrawn after the Bid Deadline.

A withdrawn Bid may be resubmitted prior to the Bid Deadline. All resubmitted Bids must fully comply with the RFP. SIA will only consider the latest version of the Bid.

Section 3 Evaluation of Bids

Opening of Bids:

SIA will not accept Bids after the specified date. Bid services and pricing will not be publicly announced. Bids will be reviewed and evaluated by SIA. At any time, and from time to time after the opening of the Bids, SIA may give oral or written notice to one or more Bidders to furnish additional information relating to its Bid and/or qualifications to perform the services contained in the RFP, or to meet with designated representatives of SIA. The giving of such notice shall not be construed as an acceptance of a Bidder’s Bid.

All materials submitted in response to this RFP become the property of SIA. Selection or rejection of a response does not affect this right. All copyright of materials produced under any contract or subcontract awarded as a result of this RFP shall be retained by SIA. All forms of documents and data generated as a result of this contract are owned by and shall be delivered to SIA at the direction of SIA.

Bid Evaluation and Selection Criteria

Evaluation Criteria

SIA may use a variety of procedures and techniques in evaluating Bids and Bidders, including, but not limited to, creating a short list of Bidders, using upset levels, banding, comparative pairing, and price conversion techniques, requesting Best and Final Offers, conducting discussions, oral interviews and presentations, site visits, and negotiations, checking references, determining financial capability, and performing reevaluations of Bids as necessary. Through use of any procedure or technique, SIA may limit the number of Bids to one or more that it will continue to consider. SIA reserves the right to reject any Bid that does not meet prerequisites or minimum requirements or which scores below average on any of the criteria.

Selection

SIA reserves the right to make an award without further discussion of the Bids submitted; there may be no best and final offer procedure. Interviews and negotiations may be conducted with one or more of the Bidders, but there shall be no obligation to receive further information from any Bidder. Therefore, each initial offer should contain the Bidder's best terms from a cost or price, service, and technical standpoint.

SIA may consult references familiar with the Bidder regarding its prior operations and projects, financial resources, reputation, performance, or other matters. Submission of a Bid shall constitute permission for SIA to make such inquiries and authorization to third parties to respond thereto.

SIA may elect to initiate contract negotiations with one or more Bidders including negotiation of costs/price(s) and any other issues or terms and conditions, including modifying any requirement in the RFP. The option of whether to initiate contract negotiations rests solely with SIA. No Bidder shall have any rights against SIA arising from such negotiations. The Bidders will be responsible for their travel and per diem expenses, required for any presentations, discussions, and/or negotiations.

SIA reserves the right to award the Contract to a supplier other than the Bidder presenting the lowest price. The Contract resulting from this solicitation will be awarded to the Bidder(s) whose Bid(s) SIA believes will be the most advantageous to SIA. The release of the RFP does not compel SIA to purchase or to make an award. SIA shall not be obligated in any manner to any Bidder whatsoever until a written Contract has been duly executed relating to an approved Bid.

SIA reserves the right to award multiple contracts for the products, work and/or services that are the subject matter of this Bid and Bidder(s) are hereby given notice that they may not be SIA's only Contractor or Bidder for such products, work and/or services.

As a result of the selection of a Bidder to supply products and/or services to SIA, SIA is neither endorsing nor suggesting that the Bidder's product or service is the best or only solution. The Bidder agrees to make no reference to SIA in any literature, promotional material, brochures, sales presentation or the like without the express written consent of SIA.

The Bidder will be expected to enter into a Contract with SIA which is substantially the same as the contract included with this RFP. In no event is a Bidder to submit its own standard contract terms and conditions as a response to this RFP. If a Bidder objects to any of the provisions of SIA's standard contract, it must identify in the Bid any clauses which are unacceptable and the reasons or problems and propose alternatives. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiation of the final contract.

Rejection of Bids

SIA has the right to reject any and all Bids for any reason.

Notification of Award

SIA will issue "Notification of Award" letter(s) once a selection has been made.

BID PART I - BIDDER'S DECLARATION

This Bid is in response to SIA’s Request for a Bid (“RFP”) for Business Manager Functional Support Services. This Bid consists of:

- Information & Instructions for Bidders
- Bid Part I - Bidder’s Declaration
- Bid Part II - Bidder Questionnaire
- Bid Part III - Scope of Work (“SOW”)
- Bid Part IV - Exceptions to SIA Terms & Conditions

Bidder agrees to perform in accordance with all provisions of the RFP documents and any addenda thereto, except as may be specifically stated in this Bid, at the prices set forth herein.

Bidder agrees that this Bid is a firm offer to SIA which cannot be withdrawn after the bid deadline for 30 calendar days after the Bid due date.

Bidder certifies that it has thoroughly examined and fully understands all of the provisions of the RFP and the conditions of the contract documents attached thereto, as well as any addenda issued prior to the due date; that it has carefully reviewed and fully supports the accuracy of its Bid; has satisfied itself as to the nature and location of all work, the technical, general, and local conditions to be encountered in the performance of any work, the requirements of the Contract and all other matters which may in any way affect performance or the cost thereof; and that SIA shall not be responsible for any errors or omissions on the part of the undersigned in preparing this Bid.

If awarded a Contract, Bidder agrees to execute the Contract and deliver it to SIA within 15 calendar days, of such award, along with any required certificates of insurance.

_____ Authorized Signatory	_____ Title
_____ Company Name	_____ Date
_____ Company Address	
_____ Telephone Number	_____ Federal Taxpayer I.D. Number
_____ Email Address	_____ DUNS Number

BID PART II
BIDDER QUESTIONNAIRE

A. Bidder Business Structure

1. Provide your company's name and address, and the primary RFP contact's name, phone number, and e-mail address. If a company website is available, include web address.
2. Please give a brief history of the firm, including the year organized, the year the firm began providing business management related services, and the nature of the firm's ownership and specific details regarding any affiliated companies or joint ventures.
3. Please provide the location of each of your firm's offices. Indicate which office would service this account.
4. Please list your firm's lines of business and the approximate contributions of each business to your organization's total revenue. If you are an affiliate or subsidiary of an organization, what percentage of the parent firm's total revenue does your subsidiary or affiliate generate?
5. Please discuss the overall business objectives of your firm with respect to future growth. Comment on any present or planned areas of emphasis over the near future.
6. Is Bidder incorporated? If so, in what state and as what type of corporation?

B. Bidder Financial Information

1. Please provide your Dun and Bradstreet (DUNS) Number, if any.
2. Please provide your current DUNS rating:
3. Please provide your Standard and Poor's rating:
4. Bidder must attach its most recent annual report or certified financial statement as well as most recent SEC 10K filing.
5. Please provide your previous year's revenues.
6. What percentage of Bidder's annual revenues would any contract resulting from this Bid represent?
7. Please describe any subcontractor relationships that would be involved in the support of any SIA contract. (use of any subcontractor requires SIA approval in advance. Failure to do so may result in termination of contract.)

C. Business Information

1. List any material claim asserted or threatened against Bidder that may have a significantly adverse effect on Bidder or adversely affect Bidder's ability to provide the goods or services required by this RFP.
2. List any business issue currently confronted by Bidder that may have a significantly adverse effect on Bidder or adversely affect Bidder's ability to provide the goods or services required by this RFP.
3. List 5 of your customers using the service covered by this Bid similar in size, industry sector, and geographical presence to the Washington, DC area. Please provide:
 - Customer name and address
 - Customer employee size
 - Contact names and telephones (business and technical)
 - Brief description of the service provided
 - How long has Customer been using Bidder to provide services?
4. List information regarding 2 of your customers (must currently be operational) previously using Bidder to provide services that **no** longer is using Bidder to do so. Please provide:
 - Customer names and addresses
 - Describe service provided by Bidder
 - Contact names and telephones
 - How long were these Customers using Bidder to provide the service?
 - Why did these Customers cease their business relationship with Bidder?
5. Describe other current products/services Bidder has provided to SIA (if applicable).
6. Describe any existing or pending contracts between Bidder and SIA.
7. What policies and procedures do you have in place to prevent any conflict of interest?
8. Describe the relevant aspects of your staffing:
 - Bidder's organizational structure with a chart
 - Bidder's staffing by major division
 - How is staff allocated among Bidder's customers?
9. List the name and location of primary individual(s) who would be responsible for our account and provide brief biographies including titles, functions, academic credentials, and relevant experience. Include the role of each consultant for this assignment, the role of back-up personnel and how many clients are assigned to each person named above?

E. Other Bidder Information

1. How do your people, consulting processes, and tools differentiate your firm from your competitors?
2. How do you propose to provide value to and partner with SIA?
3. Based on the information provided in our plans, please provide a fee quote for the related services (See Bid Part III). Are you willing to guarantee this fee for a certain period of time? If so, for how long? Please include a copy of a sample Statement of Work for these services, including the terms and conditions on which your firm would work with SIA.
 - Please include the billing rates of each person
 - Describe your billing structure
 - Detail any load or ancillary charges that may be incurred (that are not included in the bid price)

BID PART III
SCOPE OF WORK (“SOW”)

The following outlines the general Business Manager Function requirements and standards in SIA’s current operating environment.

Business Manager Function Description

The Business Management Function provides administrative support to the Board of Directors as well as providing operational support for SIA members and activities. The Function is chartered with the responsibility of all business, membership and operational activities of SIA to include creating and maintaining SIA’s external relationships with its vendors and suppliers, as well as contracting meeting space and venues for the conduct of SIA educational conferences and other events.

Key Business Management Function Requirements

- Support logistics relative to Board of Directors, meetings, and functions.
- Assist in the management of the annual Strategic Plan, communications with insurance carriers, and management of SIA copyright and licensing activities.
- Manage and maintain the SIA Mailbox, e-mail, and website inquiries.
- Support and attend conferences, seminars, Board meetings, and other events.
- Manage the sale and distribution of publications.
- Maintain statistical archives on event activities, contracts, meeting minutes, etc.
- Maintain copies of conference and seminar materials.
- Coordinate with the Secretary/Treasurer to ensure payment of bills.
- Support monthly accounting report preparation and financial audits and reviews.
- Select hotels for business luncheons, meetings and seminars including negotiating contracts, selecting menus, and determining A/V requirements.
- As required, perform Site Surveys prior to contract for SIA events.
- Maintain inventory of all necessary supplies.
- Maintain SIA membership database.
- Assist with coordination of SIA’s social media accounts to include publication of website updates and newsletters.
- Obtain required materials for all conference and luncheon/workshop locations.
- Other activities as directed by the Board.

APPENDIX A

Standard Agreement

****All RFPs are to include the following section in the SOW:**

AGREEMENT BETWEEN

SOCIETY FOR INTERNATIONAL AFFAIRS

AND

CONTRACTOR

This Agreement, effective this 1st day of _____, is entered into by and between The Society for International Affairs with address of P.O. Box 9466, Arlington, VA 22209 (USA) hereinafter ("Association") and _____, (hereinafter "Contractor"), with an office and place of business at _____.

WITNESSETH:

WHEREAS, Contractor desires to provide services to Association; and

WHEREAS, Association desires to engage Contractor to render services that draw upon the Contractor's expertise.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. SCOPE OF SERVICES:

This Agreement covers the performance of business management services for the Association as described in the attached Statement of Work and such other services as requested by the Association from time-to-time and performed or agreed to be performed by Contractor (hereinafter collectively, the "Services").

2. PLACE OF WORK:

It is understood that the Services will be rendered largely at Contractor's offices, but will, upon request of the Association, come to the Association's meetings, events or such other places as designated by the Association, for such purposes as are directed by the Association.

3. PERFORMANCE OF SERVICES:

Contractor undertakes to perform the Services for the Association. In connection with the performance of the Services, Contractor shall employ a standard of care, skill, and diligence consistent with standards generally accepted in the industry.

4. COMPENSATION:

The Association shall compensate Contractor for the Services at a fixed monthly retainer fee of:

Direct expenses shall be billed at cost. Contractor shall be reimbursed by the Association for pre-approved, in writing, and necessary expenses and all expenses actually and necessarily incurred for transportation, subsistence, tips, and hotel accommodations while traveling in the performance of the Services at the Association's request, including local conferences. Mileage for Local Travel (within the DC Metro Area) shall be at the expense of Contractor. The Association shall reimburse Contractor for all expenses incurred (parking, tips) in support of local meetings.

If the Association requests Contractor to travel, all necessary expenses and all expenses actually and necessarily incurred for transportation, subsistence, tips, and hotel accommodations while traveling in the performance of the Services at the Association's request, including local conferences will be covered by the Association.

5. INVOICES:

Contractor shall submit an invoice or SIA Expense form with receipts attached for purchased transportation, hotel accommodations and all other travel-related expenses to support claims for reimbursement.

All invoices and/or expense forms shall be directed to the Association's sitting Secretary/Treasurer.

6. INDEPENDENT CONTRACTOR:

Contractor is an independent contractor. It is understood that in performing this Agreement, that Contractor is not acting as an employee of the Association, nor has the authority to bind the Association to any legal or contractual undertaking or commitment.

7. NONDISCLOSURE:

Contractor will not, either during or subsequent to the term of this Agreement, without the Association's prior written consent, disclose or publish any finding made by it in the performance of this Agreement or disclose or publish any proprietary or Association-proprietary information or any other data received or acquired in the course of the performance of the stated Services. If

at the end of any term of this Agreement or any addendum thereto, Contractor is in possession of any of the Association's property, will return it to the Association immediately. (Property is defined herein as including, without limitation, any databases, softcopies, lists, records, other intellectual property and physical assets of the Association.)

8. SUBCONTRACTING:

Contractor may hire or engage one or more subcontractors to perform any or all of its obligations under this Agreement provided, that (i) Contractor use the same degree of care in selecting any such subcontractor as it would if such subcontractor was being retained to provide similar services to Association, and (ii) Contractor shall in all cases remain responsible for all of its obligations under this Agreement with respect to the scope of the Services.

Contractor shall obtain Association approval for any subcontract that will provide access to Association Board Members' personal protected information or the financial information of the Association.

The Contractor shall include the provisions of Section 7 in every subcontract.

TYPES OF TASKS ELIGIBLE TO BE ASSIGNED TO A SUBCONTRACTOR

1. Shipment of publication orders
2. Input memberships received via mail, mail welcome packets, and maintenance of membership list (contact expired members for status)
3. Special projects that Business Manager may need assistance with:
 - a. Registration badging
 - b. Inventory at storage
 - c. File folder labeling for the following calendar year records.
4. Administrative Tasks such as typing, filing, mailings, shipments, answering phones, scanning, etc.
5. Other duties, as assigned, following Board approval.

9. TERM AND TERMINATION:

This Agreement, once fully executed, is effective from _____. At the end of the term, Contractor and the Association will have the right to renegotiate the billable rate and terms of this Agreement. At any time, this Agreement may be terminated by either party by 30 days written notice to the other party specifying the date of termination. In the event of termination, for any reason whatsoever, Association shall be subject to no liability, except to pay Contractor the fee in Article 4, pro-rated for any partial month, and direct expenses as provided in Article 4, incurred up to and including the date of termination. The provisions contained in Articles 8, 14 and 15 shall survive any expiration or termination of the Agreement.

10. TAXES AND INDEMNIFICATION

Contractor and the Association agree that the Association will treat Contractor as an independent contractor and that Contractor will file all tax information returns and forms and pay all applicable taxes on the basis that Contractor is an independent contractor. Contractor hereby agrees to indemnify and hold the Association, its contractors, employees, officers, directors, agents, members and representatives harmless of and from any and all costs (including reasonable attorney's fees), liabilities, damages and/or penalties arising out of: (i) any failure by Contractor or the Association to timely and/or properly file and pay any federal, state and local income, withholding or other taxes applicable to any payments made to Contractor hereunder; (ii) any claims by Contractor staff; and (iii) any claims by third parties resulting from Contractor's negligence or willful misconduct.

11. COMPLIANCE

Contractor's performance of services under this Agreement shall be in compliance with all applicable laws or regulations of the federal, state, and local government.

12. INSURANCE

Contractor shall procure and maintain throughout the term of this Agreement a policy of commercial general liability insurance with a combined single limit of One Million Dollars (\$1,000,000) for each occurrence.

12. EQUIPMENT

12.1 Contractor Furnished Equipment

Contractor shall furnish all necessary equipment, with the exception of those items provided in Article 12.2 below and required to perform the Services.

12.2 Association Furnished Equipment

The Association shall provide to Contractor the following equipment / services:

- Cell phone capability and payment of monthly service charges. Contractor shall submit the monthly statements for payment by the association.
- Access to and payment for an online backup plan. Contractor shall ensure that all proprietary or Association-proprietary information or any other data received or acquired in the course of the performance of the Services in electronic form is backed up using this service.

Upon termination of the contract, all Association furnished equipment and information must be returned to the Association by Contractor.

13. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the

Commonwealth of Virginia without regard to any conflict of law provisions thereof.

14. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES UNDER OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING LOST PROFITS OR SAVINGS), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, OR ANY OTHER LEGAL THEORY, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. ENTIRE AGREEMENT, MODIFICATION, WAIVER

This Agreement (together with the attached Statement of Work) constitutes the entire understanding between the Association and Contractor and supersedes all prior written and oral understandings relating to the subject hereof. No portion of this Agreement may be waived, modified, amended or assigned except by a writing executed by each party's duly authorized representative. Any attempted unauthorized assignment shall be void *ab initio*. No waiver by a party of any condition, remedy, or term in any one or more instance shall be construed as a continuing waiver of such condition, remedy, or term of any other condition, remedy, or term on any successive occasion.

IN WITNESS WHEREOF, each of the parties of this Agreement has caused this Agreement to be signed in its name and on its behalf by its representative thereunto duly authorized as of the day and year first above written.

SOCIETY FOR INTERNATIONAL AFFAIRS:

By: _____

Print Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Print Name: _____

Title: _____

Date: _____

STATEMENT OF WORK

The Contractor will provide administrative support to the Board and various SIA activities, as identified and directed by the Board.

Business Management Contractor Function Description

The Business Management Contractor provides administrative support to the Board of Directors as well as providing operational support for SIA members and activities. The Contractor is chartered with the responsibility of all business, membership and operational activities of SIA to include creating and maintaining SIA's external relationships with its vendors and suppliers, as well as contracting meeting space and venues for the conduct of SIA educational conferences and other events.

Key Business Management Contractor Requirements

- Support logistics relative to Board of Directors, meetings, and functions.
- Assist in the management of the annual Strategic Plan, communications with insurance carriers, and management of SIA copyright and licensing activities.
- Manage and maintain the SIA Mailbox, e-mail, and website inquiries.
- Support and attend conferences, seminars, Board meetings, and other events.
- Manage the sale and distribution of publications.
- Maintain statistical archives on event activities, contracts, meeting minutes, etc.
- Maintain copies of conference and seminar materials.
- Coordinate with the Secretary/Treasurer to ensure payment of bills.
- Support monthly accounting report preparation and financial audits and reviews.
- Select hotels for business luncheons, meetings and seminars including negotiating contracts, selecting menus, and determining A/V requirements.
- As required, perform Site Surveys prior to contract for SIA events.
- Maintain inventory of all necessary supplies.
- Maintain SIA membership database.
- Assist with coordination of SIA's social media accounts to include publication of website updates and newsletters.
- Obtain required materials for all conference and luncheon/workshop locations.
- Other activities as directed by the Board.