The National Postal Museum, Smithsonian Institution invites prospective vendors to submit quotes for the services described in the attached Statement of Work and Request for Quotes. This solicitation in no way obligates the Smithsonian Institution to award a contract nor does it commit the Smithsonian Institution to pay any costs incurred in preparing and submitting your quote.

Your quote must be submitted via E-mail to NPMResearchChair@si.edu on or before Monday, September 30 at 10:00 AM Eastern Time. Quotes that do not address all requirements of this Request for Quotes and the attached Statement of Work may be rejected. Quotes submitted in response to this RFQ must be delivered via E-mail.

Send any questions via E-mail to NPMResearchChair@si.edu. Answers to any questions received will be posted at https://postalmuseum.si.edu/about/pdf/NPM_Contract_Archivist_SOW-RFQ.pdf.

Prospective vendors must possess a valid DUNS number and maintain an active registration in the federal System for Award Management (SAM) in order to receive a contract from the Smithsonian Institution. Insurance and additional enrollment forms may also be required.
Statement of Work

Contract Archivist

Quotes must be submitted via E-mail to NPMResearchChair@si.edu on or before Monday, September 30 at 10 AM Eastern Time.
INQUIRIES REGARDING THIS
SOLICITATION MUST BE DIRECTED TO

Smithsonian
Institution National
Postal Museum MRC
570 PO Box 37012
2 Massachusetts Avenue, N. E.
Washington, DC 20013-7012

E-mail: NPMResearchChair@si.edu

202-633-1519 Telephone
Statement of Work
Contract Archivist

A INTRODUCTION

Located in Washington DC, the Smithsonian's National Postal Museum (hereafter “NPM” or “the museum”) is one of 19 Smithsonian Institution museums in the United States. Established in 1990 through an agreement with the United States Postal Service, the museum opened to the public in 1993. It features exhibition space, a research library, a postal store and philatelic center, and a museum shop. With nearly half a million visitors annually, NPM is the Smithsonian Institution's most visited “off the mall” museum. NPM is a global leader in its field and a significant promoter of research into stamps and mail.

B SCOPE OF WORK

The purpose of this contract is to acquire the services of an archivist (hereafter “the contractor”) who shall perform professional technical non-personal work identifying and inventorying the National Postal Museum's diverse archival materials, the volume of which is unknown. These materials include, but are not limited to: personal papers, letters to postal officials, recorded interviews of stamp collectors, logbooks, airmail contract cards, postal service promotional materials, print and digital photographs, postal forms, postal ledgers and registers, scrapbooks, maps, blueprints, and stamp design files. These materials are scattered throughout onsite and offsite, storage, curators' offices, and the library in multiple physical and digital formats. For information regarding the types of materials already described, see https://postalmuseum.si.edu/research/finding-guides/index.html.

With assistance from the curatorial and collections teams and the librarian, the contractor shall create a collection-level inventory and assessment of NPM's archival materials and write a narrative overview of the collections. The contractor shall also make recommendations regarding a multi-year strategic plan leading to the creation of a publicly accessible digital and physical archive at NPM.

C SPECIFIC TASKS

The contractor shall perform the following specific tasks:

1) Meet weekly for the first month and regularly thereafter with the museum's Research Chair to discuss preliminary findings challenges and other notable considerations as they arise.

2) Compile a collection-level inventory of NPM's archival materials that includes the following minimum assessment information for each collection examined:
   a. A basic description of the collection, including whether or not an inventory or finding guide already exists;
   b. Its location at NPM – whether physical or digital, onsite or offsite – and the amount of material.
c. A preliminary condition assessment, including photographs where possible;

d. Any discoverable provenance information, including the original creator;

e. An assessment of the collection's research potential, including date of last known consultation.

3) Write a basic narrative overview that addresses all of the examined archival materials as a whole.

4) Referencing Society of American Archivists best practices and standards, provide written recommendations that can be incorporated into a multi-year strategic plan for creating a publicly accessible digital and physical archive at NPM, including:

a. Estimates of the staff and resources needed to establish an archive at NPM.

b. Identifying targets for more detailed inventorying, processing, and digitization with the existing collections.

c. Descriptions of the types of future acquisitions that would augment and enhance current holdings, and

d. Recommending strategies to increase the quantity and quality of future grant proposals.

D PERFORMANCE STANDARDS

The acceptability of the contractor's work shall be determined for the NPM by the COTR. Evaluation metrics shall include thoroughness of the contractor's research, the contractor's ability to work with staff, the ability to describe a wide range of materials, and the contractor's adherence to high professional standards in rendering their services.

E PERIOD OF PERFORMANCE

The period of performance shall begin upon contract award and work must be completed within twenty-eight weeks according to a schedule determined by mutual agreement between the COTR and the contractor. The total hours in any given week may vary at the discretion of the COTR due to factors such as project needs and staff vacation schedules or sick time, but shall average at least twenty hours a week. NPM is also subject to closure during Federal holidays, government furloughs, and other contingencies.

F SCHEDULE OF WORK AND PLACE OF PERFORMANCE

The contractor shall be required to work a portion of their hours at NPM's main offices located at 2 Massachusetts Avenue N.E. in Washington, DC.
F BILLING SCHEDULE

This shall be a firm fixed-price contract to include all costs. No additional work can be performed under this agreement beyond the dollar/work hour threshold stated in the purchase order without written consent by the Smithsonian Institution.

The contractor shall bill on an hourly basis and submit qualifying invoices to the COTR for certification monthly. Qualifying invoices shall include a detailed progress report, including the number of hours worked by the contractor and a brief narrative statement of the results of their efforts during the period covered by the invoice.

The contractor is not an employee of the Smithsonian Institution and is not entitled to employment benefits. Billing shall be for hours worked, not including lunch or breaks.

G MODIFICATIONS

Modifications to the terms and conditions of the purchase order must be made in writing and pre-approved and executed by the NPM's procurement officer upon agreement of both parties.

H SMITHSONIAN FURNISHED ITEMS

NPM shall provide the following:

Access to a designated NPM work space and telephone.

Necessary equipment and supplies.

Access to a personal computer with Microsoft applications.

Contractor's identification badge.

The contractor shall be given a network logon account and access to the Smithsonian's data network. In order to gain access to SI's computer network the contractor shall be required to read Smithsonian Directive 931, “Use of Computers and Networks,” and sign an agreement to comply with SD 931 to act in a responsible manner and to respect and maintain the security of all systems to which access is provided. In keeping with Smithsonian policy, the contractor is required to complete a short on-line computer security training program annually.

H CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

Daniel A. Piazza, NPM’s Chief Curator, shall serve as the Contracting Officer's Technical Representative (hereafter “the COTR”) for this contract. Susan Smith, NPM's Winton M. Blount Research Chair, shall serve as a Technical Point of Contact (TPOC). Additional technical points of contact may be named.
Request for Quotes
Contract Archivist
Technical or Professional, Non-personal Services

This Request for Quotes (RFQ) is issued by the National Postal Museum, Smithsonian Institution (SI) for professional technical non-personal archival services in accordance with the attached Statement of Work.

I. SUBMITTING YOUR QUOTE

All questions must be submitted via E-mail to NPMResearchChair@si.edu on or before Monday, September 16 at 10 AM Eastern Time. Answers will be posted by September 20 at 10 AM Eastern Time. It is the applicant's responsibility to check the answers at https://postalmuseum.si.edu/about/pdf/NPM_Contract_Archivist_SOW-RFQ.pdf. Quotes must be submitted via E-mail to NPMResearchChair@si.edu by September 30 at 10 AM Eastern Time. Quotes that do not address all requirements of this Request for Quotes and the attached Statement of Work may be rejected.

II. DESCRIPTION OF REQUIRED SERVICES

The SI has a requirement for an archivist at the National Postal Museum in Washington, DC. An hourly rate will be awarded. This award will be for a minimum of twenty-hours a week and a maximum of forty hours a week. This is a full and open competition.

III. EVALUATION

The SI plans to award without discussions, however, it does reserve the right to conduct discussions if later determined by the Contracting Officer to be necessary. Award shall be made based on best value to the Smithsonian Institution considering all of the following factors which are of equal importance.

A. Relevant Experience/Past Performance

1. Curriculum vitae and narrative statement
   Submit your curriculum vitae and a brief narrative statement of how you will meet the Specific Tasks and Qualifications described in Section C of the Statement of Work.

2. References
   Submit a list of three references, including previous and current employers, who can address your training and/or experience working as an archivist. Include their affiliations, E-mail addresses and telephone numbers.
B. Qualifications/Technical Competence

Prospective contractors must have demonstrated education and experience with archives. In addition, prospective contractors who can demonstrate the following abilities are preferred:

- Excellent interpersonal and written communication skills,
- Outstanding research skills,
- Ability to work independently as well as collaboratively with internal departments and external parties,
- Skills in multi-tasking, organization, project management, prioritization and time management,
- Knowledge of Microsoft Excel, and
- Expertise in American history and/or the history of communications.

C. Time Requirements

Submit a statement of your availability. An average of twenty hours week is the minimum required. NPM prefers to begin the contract work quickly upon award potentially as early as October 15. Are you available to begin at this time? If not, when are you available to begin? What work schedule do you propose?

D. Price

Submit a statement of your proposed hourly rate.

IV. INSURANCE REQUIREMENTS

The contractor may be required to maintain a Commercial General Liability Insurance policy the limits of which will be determined. The SI must be listed as an “additional insured” under the policy.

Qualified small independent contractors are provided the opportunity to enroll in the Smithsonian's independent contractor insurance system when the total contract value does not exceed the sum of $75,000. Enrollment in this program is not guaranteed and determination for eligibility is on a case by case basis determined by number and value of previous awards. Upon determination of successful award the contractor would be responsible to furnish a check for payment of the insurance premium due.
Proof of required insurance coverage must be submitted prior to work being initiated. Failure to provide such proof of coverage shall be cause for canceling the award.

V. **DUNS NUMBER**

A DUNS number is a unique nine digit identification number available for each physical location of your business and is needed to register in the System for Award Management (SAM), formerly the Central Contractor Registration (CCR) system (see Section VI of this RFQ). DUNS numbers are provided through Dun and Bradstreet (D&B) at no charge when you contact D&B via toll free telephone call to 1-866-705-5711, or on the internet at http://fedgov.dnb.com/webform. Non-U.S. (international) vendors may also contact D&B via email at help@dnb.com. Indicate that you are requesting a DUNS number to assist with eligibility for U.S. Government contracts. New DUNS numbers for U.S. vendors will be active and available for SAM registration within 1-2 business days of request; international vendors DUNS will be active and available normally within 2-5 days of request.

VI. **SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION (formerly CCR)**

It is a requirement that current and prospective recipients of contract and purchase orders awarded by the SI must complete registration and maintain an active record in the System for Award Management (SAM). The SAM requires a one-time business registration, with annual updates, and allows vendors to control the accuracy of the business information they enter. The financial data you enter, which includes the electronic funds transfer (EFT) data collected by SAM, will assist the SI in paying your invoices and complying with the Federal Debt Collection Improvement Act of 1996. You may complete or update your information in SAM online at http://sam.gov. Questions regarding the process may be directed to the Federal Service Desk online at www.fsd.gov or via toll free call to 1-888-606-8220. There is no charge for registering in SAM.

For vendors who were registered in CCR prior to July 30, 2012, this means:

- All information in CCR was transferred to SAM and available for viewing and updating on July 30, 2012;
- Vendors will not have to re-register in SAM if their CCR was active and valid on July 30, 2012, however,
  - They will have to set up a SAM user ID. Once this is done, the vendors will have access to all their information and may edit it as needed,
  - They may set up an ID when they are notified by the SAM that it is time to renew registration.
- Vendors who attempted to access their information by going to the current CCR website on and after July 30, 2012, should have been automatically redirected to SAM.

For vendors who were not registered in CCR prior to July 30, 2012, this means:
• Vendors will need to obtain a DUNs number (see Part V. above) in order to register in SAM.
• Beginning on July 30, 2012, they must be directed to http://sam.gov to complete registration in SAM.
• The registration process via SAM has been changed for SAM, and is reported to be streamlined and much easier than the CCR process.

If your quote is selected for award, your valid and active registration with SAM must be verifiable by SI staff administering this procurement prior to contract or purchase order award and at the time any modifications or amendments to awards might be required.

VII. LEGISLATIVE AND/OR ADMINISTRATIVE REQUIREMENTS

A. Service Contract Act of 1965, as amended
   If services to be performed are covered by the Service Contract Act (SCA), as amended, the SCA shall apply to all work performed under the contract, purchase order, or GSA schedule task order to be issued. Individuals and companies submitting quotes are encouraged to verify the wages and fringe benefits determined by the U.S. Department of Labor to be payable for the Labor Category and in within the location that work performance will occur as cited in the Statement of Work. The SCA wages and fringe benefits payable shall be part of the order award.

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

B. E-Verify
   If at award, or anytime during contract performance, the dollar amount of the contract award exceeds $150,000 or $5,000,000 under GSA Schedule, with a period of performance over 120 days, the successful bidder is required to register in the E-Verify System and verify that all individuals to be hired under the contract award are eligible for employment within the U.S. This requirement is not applicable to work that will be performed outside the U.S. or for Commercial Off the Shelf (COTS) items.

   E-Verify is an Internet-based system operated by the Department of Homeland Security (DHS), U.S. Citizenship and Immigration Services (USCIS). It allows employers to verify the employment eligibility of their employees, regardless of citizenship. For more
information on e-verify and when, why and how to register and use the system please go to the USCIS site on the World Wide Web at:

http://www.uscis.gov/portal/site/uscis/menuitem.5af9bb95919f35e66f614176543f6d1a/?vgnextoid=cb2a535e0869d110VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD.

Executive Order 13465 and Homeland Security Policy Directive 12 (HSPD-12)

C. Background Investigations

If a contractor employee assigned to the SI under this contract will have an association with SI that will be greater than thirty (30) days, determined either at time of contract award or anytime during contract performance, and will need access to staff-only areas of SI controlled facilities and leased spaces, the employee shall be required to receive an SI Credential. Contractor employees who require an SI Credential shall be required to undergo and pass an appropriate background investigation and complete security awareness training before an SI Credential is issued. Employees whose associations with the SI will be less than 30 days shall not receive a background investigation or SI Credential, however, they must be escorted by Credentialed personnel at all times when in staff-only areas of SI facilities. If relevant to this RFQ, a form OCon 520, Background Investigations and Credentials for Contractors’ Personnel, is included. The following actions shall be required to be completed by the SI Contracting Officer’s Technical Representative (COTR) and successful vendor:

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

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

Homeland Security Policy Directive 12 (HSPD-12)

VIII. INFORMATION TO BE SUBMITTED WITH QUOTES

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

A. Project Title
B. Business name, address, telephone number, and DUNS number
C. Business point of contact name, telephone number and email address
D. Pricing. Ensure that base year and option year pricing is included.
E. Past Performance information should include the contract number, contact person with telephone number and other relevant information for at least 3 recent relevant contracts for the same or similar goods and/or services.

F. Certificates or other documentation confirming appropriate types and levels of insurance required are in effect, and other certificates and documentation requested.

G. If services are subject to the requirements of the Service Contract Act provide with your quote:
   1. U.S. Department of Labor wage determination hourly rate payable within the location of work performance
   2. Health and Welfare hourly rate payable within the location of work performance
   3. IFF hourly rate payable within the location of work performance.
   4. G & A hourly rate payable (e.g., markup, overhead, etc.) within the location of work performance
   5. Vacation hourly rate payable within the location of work performance
   6. Holiday hourly rate payable within the location of work performance

H. If requested in the RFQ, provide résumés of personnel that may be assigned to perform work under the anticipated award.

I. When prices quoted are in accordance with the terms of a General Services Administration (GSA) schedule contract, provide the following information: your GSA contract number, SIN, goods and/or services pricing.

J. Indicate any discounts to your GSA schedule contract pricing that is being extended to the SI by your price quote(s).

K. Cite the date through which pricing submitted is valid.

ATTACHMENT(S):

- Statement of Work for Contract Archivist, June 18, 2019
- Form SI-147A, Smithsonian Institution Purchase Order Terms and Conditions
- Form OCon 102, COTR Delegation Clause
- Smithsonian Institution Rights-In-Data Clause (June 21, 2001)
- Smithsonian Institution Independent Contractor Clauses (May 2003)
- Form SI-140, Smithsonian Institution Confidentiality and Disclosure Clauses
- Form SI-147B, Smithsonian Institution Privacy and Security Clause
- OCon-520, Background Investigation and Credentials for Contractors' Personnel
1. COMPLETE AGREEMENT - The purchase order and all documents attached represent the entire agreement between the Smithsonian Institution (SI) and the Contractor. Any modification, alteration or amendment to this purchase order must be in writing and signed by an authorized agent of the SI.

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

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

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

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

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

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

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

9. TERMINATION FOR THE SMITHSONIAN’S CONVENIENCE - The SI may 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.

10. 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.

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

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

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

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

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

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

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

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

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

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

- Contractor’s name, address, and taxpayer identification number (TIN).
- Invoice date and number.
- Purchase order number including contract line item number.
- Item description, quantity, unit of measure, unit price, and extended price.
- Name, title, telephone and fax number, and mailing address of point of contact in the event of an invoice discrepancy.
- Invoice total, payment discount terms and remittance address.
- 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.

- Any other information or documentation required by other provisions of the contract.

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

20. RESPONSIBILITY OF SMITHSONIAN PROPERTY - Contractor assumes full responsibility for and shall reimburse and indemnify the SI for any and all loss or damage whatsoever kind and nature to any and all SI property, including any equipment, supplies, accessories, or parts furnished, while in the Contractor’s custody and care, or resulting in whole or in part from the negligent acts, omissions of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.
21. INTERNET PROTOCOL VERSION 6 (IPv6) COMPLIANCE - In the event that the Contractor will be developing, acquiring, and/or producing products and/or systems pursuant to this Contract that will be connected to a network or that will interface with the World Wide Web, the following provisions shall apply: OMB Memo M-05-22, dated August 2, 2005, and OMB guidance, dated July 2012 September 28, 2010, that requires procurements of networked IT comply with the USGv6 Profile and Test Program for the completeness and quality of SI IPv6 capabilities. The Contractor hereby warrants and represents that such products and/or systems to be developed, acquired, and/or produced pursuant to this Contract will be IPv6 compliant. These products and/or systems must be able to receive, process, and transmit or forward (as appropriate) IPv6 packets and must be able to interoperate with other systems and protocols in both IPv4 and IPv6 modes of operation. If the product or system will not be IPv6 compliant initially, the Contractor will provide a migration path and express commitment to upgrade to IPv6 for all application and product features. Any such migration path and commitment shall be included in the Contract price. In addition, the Contractor will have available contractor/vendor IPv6 technical support for development and implementation and fielded product management.

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

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

FAR Clauses
- 52.222-3 Convict Labor
- 52.222-19 Child Labor
- 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
- 52.223-1 thru 4 Bio-based Product/Hazardous Material ID and Safety/Recovered Materials Certifications
- 52.223-5 Pollution Prevention and Right-to-Know Information
- 52.224-1 Privacy Act Notification
- 52.225-1 Buy American Act-Supplies
- 52.225-13 Restrictions on Certain Foreign Purchases
- 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)
- 52.232-11 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

Additional FAR clauses that apply when applicable:
- 52.204-6 Data Universal Numbering System (DUNS) Number
- 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 52-233-4 Applicable Law for Breach of Contract Claim
- 52.222-54 Employment Eligibility Verification (E-Verify)
- 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

CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE (COTR)
DELEGATION OF AUTHORITY CLAUSE

1) DANIEL A. PIAZZA, of the Smithsonian Institution, is hereby designated Contracting Officer’s Technical Representative (COTR) and authorized to act for and on behalf of the contracting officer in the administration of this contract with respect to:

   a) Resolution of issues that may arise between the contractor and the Smithsonian Institution in connection with such matters as acceptability of workmanship and other technical requirements;
   b) Evaluation on an overall basis of the acceptability of workmanship and contractor compliance with technical requirements; and
   c) The acceptance of all work performed under the contract and approval of all invoices.

2) The contractor shall make available such records, reports and facilities as may be required by the above named individual to effectively and efficiently fulfill COTR duties and responsibilities.

3) This delegation of authority does not authorize the above named individual to modify any of the contract clauses, provisions, terms or conditions of this contract. All authorities not herein delegated are retained and shall be executed only by the contracting officer.
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
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 form 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 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/About/Records-Requests:

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.

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;
   (b) was known by the receiving party prior to such disclosure;
   (c) becomes publicly available after disclosure through no fault of the receiving party;
   (d) is received 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.

Either Party shall notify the other promptly in writing of any misappropriation, unauthorized disclosure, or use by any person of the Confidential Information which may come to the recipient party’s attention. Recipient will take all steps reasonably requested by Discloser to stop, limit, or otherwise remedy such misappropriation, unauthorized disclosure, or use.

3. **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 (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 is requested in accordance with Smithsonian’s records disclosure policy, Smithsonian will provide the disclosing party the opportunity to identify Confidential Information prior to 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 and, if further requested by the disclosing party, the receiving party will provide written certification of such destruction.

| Contractor’s Name: | | |
|-------------------|----------------|
| Purchase Order #:  | | |
| Individual’s Name: | Date: | }

OCon 140 - SI Confidentiality Clauses OCon&PPM
Dec 2014 (rev)
1. Definitions: The definitions included in this Clause are applicable to performance of the statement of work. Other terms and conditions of this contract, purchase order, or agreement are not changed by this Clause. (a) Breach: A confirmed loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users, and for an other than authorized purpose, have access or potential access to Smithsonian Data in a usable form whether physical or electronic. (b) Cardholder Data Environment (CDE): The people, processes and technologies that store, process, or transmit cardholder data or Payment Card Industry (PCI) sensitive authentication data by, or on behalf of, the Smithsonian. (c) Cloud: Computing services provided on-demand via a shared pool of configurable resources (e.g. networks, servers, storage, applications, and services) instead of via separate dedicated computing resources. (d) Information Technology (IT) Security Incident: Any action that threatens the confidentiality, integrity, or availability of Smithsonian IT resources, whether located inside or outside of the Smithsonian, or any activity that violates Smithsonian IT Security policies. IT resources include computer hardware and software, data, communication links, mobile devices, digitized assets, automated processes, physical computing environments, and associated personnel. (e) Payment Application: An application, system, software, or website used to electronically process, store, or transmit cardholder data or PCI sensitive authentication data as defined by the PCI Security Standards Council (SSC). See https://www.pcisecuritystandards.org/pci_security/glossary#Pm. (f) Personally Identifiable Information (PII): Information about individuals, which may or may not be publically 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. It includes sensitive PII (sPII), a subset of PII defined as certain PII data elements that, if disclosed or used in combination with other data, could lead to harm to the individual (e.g., identity theft with the intention to do financial harm). (g) Privacy Incident: A suspected loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users are suspected of having access or potential access to PII or sPII in a usable form, whether physical or electronic, for an other than authorized purpose. (h) Public-Facing Software: An application, system, software, or website used by members of the public. (i) Smithsonian Data: Any physical or electronic information collected, processed, or stored by or on behalf of the Smithsonian. This includes, but is not limited to, PII.

2. If the Contractor is permitted access to Smithsonian Data in any form: (a) The Smithsonian retains sole ownership of, and unrestricted rights to, all Smithsonian Data. (b) Contractor shall maintain, transmit, and retain in strictest confidence, and prevent the unauthorized duplication, use and disclosure of Smithsonian Data. (i) The Contractor shall only access, maintain, use, and disclose Smithsonian Data to the extent necessary to carry out the requirements of this contract. (ii) The Contractor shall not use Smithsonian Data for testing or training purposes. (iii) The 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. (iv) Contractor shall ensure that all Smithsonian Data is protected from unauthorized access, disclosure, modification, theft, loss, and destruction. (v) The 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, the 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. (c) The Contractor and Contractor’s employees who have access to Smithsonian network/systems shall, when requested by the COTR, complete SI-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 background check, and provide notice or 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 Data. (d) 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. (e) 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 of the requirements in this contract.

3. If the Contractor uses, collects, maintains, stores, or shares Smithsonian Data in any form: (a) Contractor shall, as requested by the COTR, complete, or assist Smithsonian staff with the completion of, a privacy review which might include providing requested information and documentation about how Smithsonian Data is used, collected, maintained, stored, or shared.

1/2 Additional requirements for contracts that involve cardholder data or PCI sensitive authentication data are included in Section 6.
(b) Contractor shall make any Smithsonian Data not previously accessible to the Smithsonian, accessible to the COTR as soon as possible, but no later than ten (10) calendar days of receiving a request from the COTR. (c) Contractor shall transfer all Smithsonian Data to the COTR no later than thirty (30) calendar days from the date of the request from the COTR. (d) Unless otherwise specified in this contract, Contractor shall purge any Smithsonian Data from its files and shall provide the COTR a Certificate of Destruction confirming the purging of the Smithsonian Data within forty-five (45) calendar days of receiving a request from the COTR or at the expiry of this contract. (e) The 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. (f) The Contractor shall only be permitted to use non-Smithsonian provided information technology assets to access or maintain Smithsonian Data if Contractor provides, and the COTR approves, the following written certifications about the non-Smithsonian provided information technology assets: (i) The Contractor shall maintain an accurate inventory of the information technology assets. (ii) The Contractor shall keep all software installed on the information technology assets, especially software used to protect the security of the information technology assets, current and free of significant vulnerabilities. (iii) The Contractor shall encrypt all Smithsonian Data stored or accessed on a non-Smithsonian provided mobile device (e.g. phone, laptop, tablet, or removable media) using a Federal Information Processing Standards 140-2 certified encryption method. (iv) The Contractor shall utilize anti-viral software on all information technology assets used under this contract. (v) The Contractor shall encrypt all transmissions of PII using Transport Layer Security (TLS) 1.1 or higher with secure cyphers. Secure Sockets Layer (SSL) shall not be used.

4. If the Contractor uses or provides Public-Facing Software in order to carry out the requirements of this contract, the Contractor shall ensure that: (a) The Public-Facing Software and its usage comply with Smithsonian's Privacy Statement located at: http://www.si.edu/Privacy. (b) The Public-Facing Software and its usage comply with the Smithsonian Kids Online Privacy (SKOP) Statement located at: http://www.si.edu/privacy/kids. (c) The Public-Facing Software provides the public with accurate privacy notices in locations that are acceptable to the Smithsonian Privacy Office. (d) If the Contractor discovers that information was collected from someone under the age of 13 in violation of the SKOP’s parental permission requirements, the Contractor shall: (i) Provide notice to the Smithsonian Privacy Office as soon as possible, but no later than 24 hours after discovery. (ii) Delete that information as soon as possible, but no later than 24 hours after discovery.

5. If the Contractor uses Public-Facing Software that employs tracking technology (such as geolocation or a cookie, web bug, or web beacon), or collects contact information, in order to carry out the requirements of this contract: (a) The Contractor shall ensure that the Public-Facing Software (i) Provides all users with an accessible opportunity to accept or decline (“opt-in”) the use of any tracking technology, and (ii) Provides users who decline with reasonable access to the Public-Facing Software. (b) If any tracking technology uses geolocation data, the Contractor shall design the Public-Facing Software to provide an accessible opportunity for users to accept or decline the use of such data prior to use (i.e., “just in time” notice and consent), and shall disclose the use of geolocation data in the Public-Facing Software’s static privacy notice. (c) The Contractor shall ensure that the Public-Facing Software provides all users who opt-in to the use of persistent web tracking or geolocation technology, or the receipt of communications, a subsequent and accessible opportunity to request that the tracking or communications cease (“opt-out”).

6. If the Contractor collects, processes, stores, transmits, or affects the security of cardholder data or PCI sensitive authentication data, either directly or through a third party, in order to carry out the requirements of this contract: (a) The Contractor shall provide the COTR, before this contract begins and annually thereafter, a current, complete, comprehensive, and signed PCI Data Security Standard (DSS) Attestation of Compliance (AOC). ² (b) Each payment device must adhere to the current Personal Identification Number Transaction Security (PTS) standard. ² (c) Each system used to process Point of Sale card-present transactions must comply with the Smithsonian’s, Office of the Chief Information Officer (OCIO) standards as provided by the COTR, to include the Technical Note IT-930, Implementation of P2PE Devices and TransArmor Services, or its successor. (d) The Contractor shall complete the PCI DSS Requirement Management Form, which asks whether Contractor or a third party shall be responsible for ensuring that certain key PCI DSS requirements are met. The COTR shall provide and receive the form. (e) The Contractor shall provide the COTR, if requested, any evidence needed to determine the PCI compliance of activities related to this contract. (f) The Contractor shall provide the following documents to the COTR for review and approval before the Contractor may use the following payment processing solutions in order to carry out the requirements of this contract.

² When this Clause was written, a template for the PCI DSS AOC was found in the PCI Security Standards Council's Document Library (https://www.pcisecuritystandards.org/document_library). ² The PTS standard is maintained by the PCI Security Standards Council.
(i) A current, complete, comprehensive, and signed PCI DSS AOC for each third party vendor who processes, stores, transmits, or affects the security of cardholder data or PCI sensitive authentication data. (ii) The listing from the PCI SSC website’s List of Validated Payment Applications for each Payment Application. (iii) The listing from the PCI SSC website’s Approved PTS Devices list for each payment device. (iv) The listing from the PCI SSC website’s Point-to-Point Encryption Solutions list for each system used to process Point of Sale card-present transactions. (g) The Contractor 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 becoming inaccurate. (h) The Contractor acknowledges the responsibility to secure cardholder data or PCI sensitive authentication data any time the contractor possesses or otherwise stores, processes or transmits on behalf of the Smithsonian, or to the extent that the contractor could impact the security of the Smithsonian’s cardholder data environment.

7. If the Contractor develops, operates, or maintains an IT system or cloud service on behalf of the Smithsonian, the Contractor shall provide the necessary documentation, security control evidence, and other information needed to complete federal security Assessment and Authorization activities in accordance with the National Institute of Standards and Technology (NIST) Risk Management Framework: (a) For cloud solutions that have been Federal Risk and Authorization Management Program (FedRAMP) certified, Contractor shall provide FedRAMP documentation to the Smithsonian for review and shall cooperate with Smithsonian requests for clarification or further evidence. (b) For cloud systems which are not FedRAMP certified, and all other Contractor-hosted systems and websites, the 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 and access to interview appropriate Contractor personnel about security controls. (c) For Contractor custom developed (non-COTS) systems and websites to be hosted at the Smithsonian, the 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 and access to interview appropriate Contractor personnel about security controls. (d) The Contractor shall not implement into live production use any system or website operated for the Smithsonian or containing Smithsonian Data until security and privacy authorization has been granted in writing by the OCIO and the Smithsonian Privacy Officer via the COTR. (e) For contracts that do not require Contractor personnel to have access to Smithsonian-managed systems, the Contractor is responsible for applying industry best practice background screening, security and privacy training, and other appropriate personnel security safeguards to the services performed under this contract. The Contractor shall, if requested by the COTR, require its employees to sign a nondisclosure agreement, sign a conflict of interest agreement, and sign an acknowledgement of the requirements in this contract.

8. In the event of a Privacy Incident, Security Incident or Breach involving Smithsonian Data, the Contractor shall immediately, but no later than twenty-four (24) hours after discovery, report the Incident through the following process: (a) Contractor shall report the Privacy Incident, Security Incident, or Breach to the Smithsonian OCIO Help Desk (OCIO Help Desk) by calling 202-633-4000. If the OCIO Help Desk does not answer the telephone, Contractor shall leave a voicemail which includes, at a minimum, the name of the Contractor, a brief summary of the Incident or Breach, and a return telephone number. (b) If the OCIO Help Desk does not answer the telephone, Contractor shall continue to contact the OCIO Help Desk, at a minimum, three times within every 24 hour period until a representative of the OCIO Help Desk acknowledges the Privacy Incident, Security Incident, or Breach. The Contractor is not required to leave additional voicemails for the OCIO Help Desk if the information in a prior voicemail remains accurate. (c) The Contractor shall follow industry standard best practices to correct and mitigate any breach resulting from Contractor’s access to Smithsonian Data. (d) The Contractor shall indemnify and hold the Smithsonian harmless from any costs incurred by the Smithsonian in connection with a Privacy Incident, Security Incident, or Breach caused in whole or part by the Contractor’s failure to comply with its obligations under this contract.

9. If any of the Contractor’s employees require a Smithsonian credential, network account or other access, or other Smithsonian furnished equipment in order to complete the work of this contract: (a) The Contractor shall notify the COTR at least two weeks before any employee stops supporting the work of this contract. In the event that the Contractor is not provided two weeks’ notice by its employee, the Contractor will notify the COTR as soon as the Contractor becomes aware of the employee’s departure from the contracted work. (b) The Contractor shall, when employees stop supporting the work of this contract, provide their Smithsonian credential and any Smithsonian furnished equipment to the COTR within three (3) business days.

SI Privacy and Security Clause
December 2016
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 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.

OCon-520, Background Investigations and Credentials for Contractors’ Personnel
October 2009