Smithsonian Institution Archives
Born Digital Collections Pan-Institutional Survey
Phase 2 Survey Services
Statement of Work

The Smithsonian Institution Archives (SIA), Smithsonian Institution (SI), is issuing a Request for Quote (RFQ) for technical professional, non-personal services to conduct holdings inventory, preservation assessment, and basic stabilization of digital holdings in accordance with this Statement of Work (SOW).

SUBMITTING YOUR QUOTE
To be considered for this contract, you must submit your quote in response to the information within and in full compliance with the instructions provided. Price quotes must be submitted to the attention of Riccardo Ferrante by 5:00 p.m. EST, Friday, January 31st, 2014

---OR---
via facsimile (fax) at 202.633.5928

Background
Smithsonian archival units have been acquiring born digital records and objects as part of their collections for the past two decades. The pace of acquisition has risen sharply in the past five years. Due to the inherent preservation needs of digital records and the matrix of risk factors affecting them, the need has arisen to conduct a collection holdings survey for these specific material types to update collections care planning within and across units.

The participating units are: Smithsonian Institution Archives, Archives of American Art, the National Museum of Natural History Department of Anthropology’s Human Studies Film Archive and National Anthropological Archives, the National Air and Space Museum’s Archives, and the National Museum of African American Heritage and Culture. All the units are located in the Washington, DC metro area.

Project Description
The Born Digital Collections Pan-Institutional Survey is a two-phase survey and assessment of the participating units’ born digital collection holdings and a review of their units’ programmatic and infrastructural capacity for proper curation of digital holdings. When both phases are complete, the survey will have accomplished a thorough and current inventory of digital collection media (Phase 1) and their contents (Phase 2), a complete preservation assessment of media and media contents, and a review of the units’ readiness to care for and preserve medium to large born digital collections. This work will enable the participating units to 1) identify resources available and/or needed for the ongoing management and care of
existing born digital collections; 2) establish accurate numbers for annual collections and
digitization statistics reporting; 3) establish a baseline for future collection risk assessments that
can be included with overall collection assessments; and 4) characterize born digital holdings in
ways that facilitate comparison with other material types. The results of this survey will be
shared with the participating units, the National Collections Program and members of the
senior administration.

Phase One is complete. All digital media present in the units’ collections has been identified and
documented, and programmatic readiness assessed. Phase Two will deal with the born digital
content stored on the media inventoried in the first phase.

*This SOW seeks services necessary to complete the second and final phase of the Survey.* The
Smithsonian Institution Archives seeks Firm Fixed Price bids for Phase 2 project services
described below.

**General Description of Services and Deliverables**

The contractor will work onsite at each participating archival group, using the Smithsonian
Institution Archives as his/her base. The contractor will:

1. Participate in weekly status meetings with Project Manager (Riccardo Ferrante) and
   occasionally with unit primary contacts as needed to review survey progress and
   outstanding tasks.
2. Review collection content identified in the survey’s first phase with the unit primary
   contacts. Work together with the Project Leader to update and refine the survey’s Phase
   2 schedule.
3. Complete a detailed inventory and documentation of born digital holdings content in
   the participating units.
4. Perform risk assessments and preservation priority recommendations on the
   documented collections holdings.
5. Perform basic stabilization of the inventoried born digital collection holdings content.
6. Compile survey findings and review them with the project leader and unit primary
   contacts to finalize condition assessment and preservation risk analysis for specific
   collections.
7. Assist in writing the final aggregate report of findings of the survey and drafting written
   recommendations as to needed Smithsonian programmatic support for successful long
   term preservation of digital collections holdings.
Timeline
All work under this contract will begin no later than March 1, 2014 and be completed on February 28, 2015.

On-Site Work/Schedule
All services under this contract will be performed on-site with collections located in various Smithsonian facilities in Washington, DC. The majority of work will be performed at the Smithsonian Institution Archives, 600 Maryland Avenue, SW, Suite 3000, Washington, DC 20024. Due to the need for collections access, contractor may only work during weekdays (Federal holidays and/or Furlough days excluded) between the hours of 8:30 A.M. and 5:30 P.M.

Professional Fees and Payment Schedule
Contractor must submit a Firm Fixed Price estimate based on a fully-burdened hourly rate. The term of this contract (12 months) allows for approximately 2,080 hours of work.

Multiple payments shall be made upon completion and acceptance of all work listed as Deliverables 1-7 in the above “Description of Services and Deliverables” and receipt of proper invoices referencing this purchase order number. Contractor may bill no more often than every two weeks, and will be paid upon approval of the Contracting Officers Technical representative (COTR). All deliverables shall be due 01/31/15.

Contracting Officer’s Technical Representative (COTR)
The Contracting Officer’s Technical Representative (COTR) for this Purchase Order shall be Riccardo Ferrante, who is also the Project Manager. Contact information for the COTR can be found in the text of the purchase order.

Standards/Requirements
The following are required and shall be evidenced in resume submitted with estimate:

- The contractor must have a minimum of 1 year experience performing similar work or have completed one year of a graduate level degree in Library and Information Science, Museum Studies or History.
- The contractor will have education and/or training in basic archival principles and their application.
- The contractor will have minimum of 40 hours experience in digital preservation and/or curation.
The contractor will have experience using Windows and Apple Macintosh computer operating systems and office productivity software such as the Microsoft or Corel WordPerfect office productivity suites. Experience working with other graphics, audio and video programs is desirable but not required.

**Contractor Insurance**

Contractor shall maintain commercial general liability coverage in the minimum amount of $1,000,000.00 per occurrence for liabilities arising out of the contractor's activities pertaining to this contract. This policy shall provide coverage for bodily injury, property damage, contractual liability, products and completed operations, and person and advertising injury. Smithsonian shall be listed as an "additional insured" under this policy. Contractor shall provide a certificate of insurance evidencing the required coverage prior to commencing under the contract.

Contractor may elect to enroll in the commercial general liability policy for Smithsonian contractors and agree to pay the enrollment cost of the amendatory endorsement (estimated cost: $65.00). Insurance coverage would only be for the duration of this contract and would cover the contractor only for work performed for the Smithsonian Institution.

**Background Investigation Requirement**

Because the contractor assigned to the SI under this contract will have an association with SI that will be greater than thirty (30) days, and it has been determined that during contract performance contractor and will need access to staff-only areas of SI controlled facilities and leased spaces, the contractor shall be required to receive an SI Credential. Contractors 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.

**EVALUATION**

The Smithsonian plans to award based on best value to the Smithsonian Institution considering the following factors: relevant work experience, training, and price.

A. Relevant Work Experience
Candidate is required to have specialized experience implementing archival management principles as demonstrated from past work experiences, training, and/or schooling

B. Resume with Qualifications

C. Pricing Proposal

Contractor must submit a Firm Fixed Price estimate based on a fully-burdened hourly rate. The term of this contract (12 months) allows for approximately 2,080 hours of work.

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: “Born Digital Collections Pan-Institutional Survey / Phase 2 Survey Services”

B. Contractor Name, address, telephone number, email address, and DUNS number

C. Pricing. Must be a fully burdened Firm-Fixed hourly rate. No travel related expenses will be reimbursed.

D. Contractor’s résumé to include information any recent relevant contracts for the same or similar goods and/or services.

E. Certificates or other documentation confirming appropriate types and levels of insurance required are in effect if the contractor does not elect to enroll in the commercial general liability policy for Smithsonian contractors and agree to pay the enrollment cost of the amendatory endorsement, and other certificates and documentation requested.

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

ATTACHMENT(S):

- Form SI-147A, Smithsonian Institution Purchase Order Terms and Conditions
- Ocon Revised 11/00 Minimum Insurance Requirements and Policy Enrollment Information
1. COMPLETE AGREEMENT - The purchase order and all documents attached represent the entire agreement between the Smithsonian Institution (SI) and the Contractor. Any modification, alteration or amendment to this purchase order must be in writing and signed by an authorized agent of the SI.

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

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

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

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

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

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

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

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

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

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

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

13. INDEMNITY - The Contractor shall defend, indemnify, and hold harmless the SI, its Regents, directors, officers, employees, volunteers, licensees, representatives, agents and the United States Government (hereinafter referred to as “Indemnities”) 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 Indemnities, 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 COMPLIANCE - The contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

16. SECURITY CONSIDERATION - Contractor’s conducting work on the SI premises are required to obtain a temporary or long-term identification badge. Contractor’s employee(s) requiring a long-term identification badge shall be 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.

18. INVOICE INSTRUCTIONS - Invoices shall be submitted to the invoice total, payment terms and remittance address.

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

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

21. Internet Protocol Version 6 (IPv6) Compliance. In the event that Contractor will be developing, acquiring, and/or producing products and/or systems pursuant to this contract that will be connected to a network or that will interface with the World Wide Web, the following provisions shall apply: OMB Memo M-05-22, dated August 2, 2005, requires that all agencies’ infrastructure must be using IPv6 and all agency networks must interface with this infrastructure by June 2008.

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

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

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

Smithsonian Clauses
- Minimum Insurance
- FAR Clauses
  - 52.222-3 Convict Labor
  - 52.222-19 Child Labor
  - 52.222-20 Walsh-Healey Public Contracts Act
  - 52.222-21 Prohibition of Segregated Facilities
  - 52.222-26 Equal Opportunity
  - 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
  - 52.222-36 Affirmative Action for Workers with Disabilities
  - 52.222-41 Service Contract Act of 1965, As Amended
  - 52.225-3 Pollution Prevention and Right-to-Know Information
  - 52.225-1 Buy American Act-Supplies
  - 52.225-13 Restrictions on Certain Foreign Purchases
  - 52.212-11 Extras
  - 52.233-3 Protest After Award
  - 52.244-6 Subcontracts for Commercial Items

Additional FAR clauses that apply when applicable:
  - 52.204-6 Data Universal Numbering System (DUNS) Number
  - 52.204-7 Central Contractor Registration
  - 52.208-4 Vehicle Lease Payments
  - 52.208-5 Condition of Leased Vehicle
  - 52.208-6 Marking of Leased Vehicles
  - 52.208-7 Tagging of Leased Vehicle
  - 52.211-6 Brand Name or Equal
  - 52.211-7 Delivery of Excess Quantities 52-233-4 Applicable Law for Breach of Contract Claim
  - 52.222-50 Trafficking Victims Protection Act (applicable to non-commercial services)
  - 52.222-54 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
MINIMUM INSURANCE REQUIREMENTS AND POLICY ENROLLMENT INFORMATION

Contractor has agreed to either (i) maintain the Required Coverages and Limits set forth below; or (ii) enroll in the Smithsonian’s Commercial General Liability Policy for Smithsonian Contractors. The insurance requirements provided herein are the Contractor’s minimum requirements and shall not be considered indicative of the ultimate amounts and types of insurance needed by the Contractor. Neither failure to comply nor full compliance with the insurance provisions of this contract shall limit or relieve the Contractor from the requirement to indemnify the Smithsonian nor from other obligations under this contract.

A. REQUIRED COVERAGES AND LIMITS

(1) General Liability Insurance as broad as the standard (ISO Form) Commercial General Liability coverage for (a) bodily injury and property damage; and (b) advertising injury and personal injury pertaining to all activities under this contract.

Minimum Limit: $300,000 per occurrence

(2) If autos are used in the furnishing of deliverables under this contract, Auto Liability Insurance.

Minimum Limit: $300,000 per accident.

(3) Contractor shall maintain Worker’s Compensation Insurance in accordance with statutory requirements and limits.

(4) Insurance policies shall be maintained with insurers of recognized responsibility and shall have an A.M. Best’s rating of B+ or higher. Contractor may use combination or package policies to achieve the minimum limits and coverage specified. Contractor shall require the Contractor’s insurance broker or agent to provide the Smithsonian with a Certificate of Insurance evidencing the required coverages and limits set forth above prior to commencing the work.

(5) Should Smithsonian not receive the Certificate of Insurance evidencing the liability insurance specified in this Section A. prior to commencing the work, the Contractor automatically shall be enrolled in the Commercial General Liability Policy for Smithsonian Contractors and Smithsonian shall bill the Contractor for the liability insurance coverage as stated in Section B. below.

B. COMMERCIAL GENERAL LIABILITY POLICY FOR SMITHSONIAN CONTRACTORS. If the Contractor has chosen to enroll in the Commercial General Liability Policy for Smithsonian Contractors, Smithsonian shall bill the Contractor for the coverage based on the contract amount, as set forth below.

<table>
<thead>
<tr>
<th>Contract Amount</th>
<th>$0-$1,000</th>
<th>$1,001-$5,000</th>
<th>$5,001-$12,500</th>
<th>$12,501-$20,000</th>
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<td>$35.00</td>
<td>$65.00</td>
<td>$90.00</td>
<td>$130.00</td>
</tr>
</tbody>
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The Commercial General Liability Policy for Smithsonian Contractors covers (a) bodily injury and property damage and (b) advertising injury and personal injury with a limit of $1 million per occurrence and $2 million in the aggregate. The policy’s terms, conditions, obligations, rights, and duties of insurer and insured conform to ISO Standard Form No. CG 00 01 96 issued by the Insurance Services Office. (The Commercial General Liability Policy is not a workers compensation or automobile insurance
By enrolling as a named insured in the Commercial General Liability Policy for Smithsonian Contractors, the Contractor acknowledges that he or she accepts the rights, duties, and obligations of a named insured under the policy’s terms and conditions, and will conduct the relationship of named insured directly with the insurer’s representative without involvement of the Smithsonian, except as otherwise stated herein. Other than enrolling the Contractor in this policy and paying the full premium to the insurer for all named insureds under the policy, the Smithsonian accepts no responsibility for the fulfillment of rights, duties or obligations of either the Contractor or the Insurer of the Commercial General Liability policy, nor does the Smithsonian accept responsibility for the adequacy, types, limits of this or other insurance policies, or lack of coverages maintained by the Contractor.

The Contractor may reject enrollment in the Commercial General Liability Policy for Smithsonian Contractors in writing prior to commencing work on the contract. In this case, no contract may be issued by the Smithsonian unless the Smithsonian waives the requirement for general liability insurance specified in Section A. above and a waiver form is signed by both parties. However, the Smithsonian’s waiver does not relieve the Contractor from the requirement to indemnify the Smithsonian nor from any other obligation under the contract.

(Ocon. Revised 11/00)