



Request for Quote
RFQ-2018-SIA-D02

July 6, 2018

Smithsonian Institution Archives
Preservation Processing of Digital Video Collections

This Request for Quote (RFQ) is issued by the Smithsonian Institution Archives (SIA), Smithsonian Institution, for professional, non-personal services to provide digital asset processing services in accordance with the attached Statement of Work (SOW). The Smithsonian proposes to issue a fixed price contract.

The period of performance will be for 24 months, starting on or about August 20, 2018.

1 Submitting Your Quote

Your quote and supporting documentation must be submitted by email in a format acceptable to the Smithsonian. Acceptable formats include Microsoft Office (Word or Excel) and/or PDF. Quotes shall be concise and shall not exceed 15 pages in length, excluding resumes and supporting documentation. The Smithsonian's email system will not accept emails greater than 20 MB in size and blocks (will not deliver) attachments with a ".zip" file extension. A zip file can be renamed ".zi1" to get around this restriction.

Quote packages are due by 12 P.M. Eastern time, on Friday, July 27, 2018 (7/27/2018), and shall be sent by email to:

Smithsonian Institution Archives
Lynda Schmitz Fuhrig
Email: schmitzfuhrigl@si.edu

A copy of the bid should be sent to:

Smithsonian Institution Archives
RoseMaria Estevez
Email: estevezrm@si.edu

The submitter should verify that the quote and associated documentation has been received by SIA.

2 Description of Required Services

The Smithsonian Institution Archives will be starting the assessment and preservation processing of electronic records from the Science Media Group (SMG) Video Collections from the Smithsonian



Astrophysical Observatory (SAO) and seeks the services of an audiovisual archivist for this project. This project will 1) inventory and document the contents on removable media acquired from the Science Media group and 2) appraise the material to identify digital content that should be transferred and preserved. These digital materials are at high risk for loss due to the nature of their formats and the media (optical media and external hard drives) they are currently stored on.

The award will be a Fixed Price contract. This fixed price shall include all direct and indirect costs necessary to complete the requirements outlined in the SOW for the assessment to be completed by or around August 14, 2020.

The Smithsonian Institution Archives envisions issuing an award for two (2) years.

3 Evaluation

Award will be made to the Vendor whose proposal represents the best value to the Smithsonian, considering the evaluation criteria and the requirements of the solicitation / RFQ. Consequently, award could be made to a Vendor other than that with the lowest price/estimated cost. The following factors will be used in determining award from the solicitation:

1. **Technical Evaluation:** Proposals will be evaluated for how well they satisfy the requirements / skill sets outlined in the SOW (qualifications and technical competence). Vendor proposals that do not meet SIA's requirements may be declined irrespective of how they might be evaluated for the remaining evaluation factors.
2. **Relevant Experience:** Proposals will be evaluated for the quality and relevance of Experience of proposed personnel in providing services of similar type and scope to those outlined in the SOW.
3. **Past Performance:** Past Performance shall be indicated by a list of current or previous contracts with names of points of contact and their current telephone numbers/email addresses who can answer specific questions on quality, workmanship and scheduling. Provide contract periods of performance dates, dollar value, and brief description of the work performed.
4. **Price:** Proposals will be evaluated on total price.

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

4 Information to Be Submitted With RFQ Response

Vendor responses to this RFQ must include the following information:

1. The name of the RFQ to which the Response applies.
2. A narrative description of relevant experience that addresses your firm's or sole proprietorship's experience processing/working with digital AV materials in an archive, library or museum, including the scope and complexity of the projects satisfying the requirements of the SOW.



3. A narrative of technical qualifications that addresses your firm's or sole proprietorship's technical competence, capabilities, qualifications, and approach, satisfying the requirements of the SOW.
4. Resumes of potential contractor assignees.
5. A listing of contract(s) and/or other projects demonstrating:
 - a. Digital video archiving or preservation processing in an archives, library, or museum context.
 - b. Use of the software products Filemaker Pro, Final Cut Pro, MediaInfo, or similar software for processing of digital AV assets.
6. Your best, fully loaded and discounted pricing, in table format. This includes any and all direct and indirect costs necessary to complete requirements as outlined in the SOW.
7. The dates through which the submitted pricing is valid.
8. Statement of intent to enroll in the commercial general liability insurance policy for Smithsonian contracts and to pay the enrollment cost of the amendatory endorsement. See Insurance Requests
9. References

5 Insurance Requirements

Prospective contractors are required to have General Liability Insurance for \$1,000,000. The Smithsonian Institution must be listed as additional insured for the General Liability insurance. Proof of insurance must be submitted with quotes. Alternatively, the 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, and other certificates and documentation requested.

Automobile insurance is required if the contractor will be required to bring a vehicle onto Smithsonian property and/or transport SI-owned property.

6 DUNS Number

A DUNS number is a unique nine digit identification number available for each physical location of your business and is needed to register with the System for Award Management (SAM). DUNS numbers are provided through Dun and Bradstreet at no charge. You may contact Dun and Bradstreet to obtain DUNS numbers via a toll free call to 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform/pages/CCRSearch.jsp>.

7 System for Award Management Contractor Registration

It is a requirement that current and prospective recipients of contract and purchase orders awarded by the Smithsonian Institution register and maintain an active record in the System for Award Management (SAM). SAM is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA and EPLS. SAM requires a one-time business registration, with annual updates, and allows vendors to control the accuracy of the business information they enter. You may complete or update your information in SAM online at <http://sam.gov>. Questions regarding the process may be



directed to the SAM Service Desk at <http://www.FSD.gov> or via a toll free call to 866-606-8220.

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

8 Attachments

- a. Statement of Work for this RFQ
- b. Form SI-147A, Smithsonian Institution Purchase Order Terms and Conditions
- c. Form SI-147B, SI Privacy and Security Clause
- d. SI Right-In-Data Clause
- e. OCon 102 – COTR Clause
- f. OCon 140 – Confidentiality & Disclosure Clause
- g. OCon 520 – Background Investigations & Credentials for Contractor Personnel
- h. Independent Contractor Clause
- i. Digital Asset Processing Workflow and Documentation Requirements



Statement of Work

July 6, 2018

Smithsonian Institution Archives Preservation Processing of Digital Video Collections

BACKGROUND

The Smithsonian Institution Archives (SIA) will be starting the assessment and preservation processing of electronic records from the Science Media Group (SMG) Video Collections from the Smithsonian Astrophysical Observatory (SAO) and seeks the services of an audiovisual archivist for this project. This project will 1) inventory and document the contents on removable media acquired from the Science Media group and 2) appraise the material to identify digital content that should be transferred and preserved. These digital materials are at high risk for loss due to the nature of their formats and the media (optical media and external hard drives) they are currently stored on.

The Science Media Group was founded at SAO as an experimental project to explore novel applications of video in the service of science education. In operation at SAO and the Harvard College Observatory from 1989 to 2013, this is a rich set of analog and digital AV content and supporting materials such as digital images. There is video that focuses on all areas of science with an emphasis on the classroom and teaching, as well original video tours of the National Zoological Park, the National Portrait Gallery, the National Air and Space Museum, and the Smithsonian Tropical Research Institute. There is raw footage not available anywhere else that needs to be maintained and preserved by SIA.

The Smithsonian Institution Archives seeks Fixed Price bids for the project services described below. Award determination is based on best value.

PROJECT DESCRIPTION

SIA seeks services necessary to complete the processing of about 8 TB of born-digital content (AV and associated electronic files) on 550 optical media and 19 external hard drives across three collections. Archival services consist of:

- Reviewing all the materials associated with the video collections that include spreadsheets, a Filemaker Pro database, and finding aids. Creating a new, complete and verified inventory of the digital files present.
- Reviewing the contents of the acquired CDs, DVDs, and hard drives after preliminary ingest into a processing environment.
 - Identifying duplicate materials, if present, as well as stock footage and other digital items that should not be candidates for preservation due to appraisal and rights issues.



- Documenting file formats, wrappers, and codecs in order to address preservation issues.
- Conducting risk analysis to determine optimal preservation treatment plan.
- Ingesting appraised and selected digital materials (AV and other digital assets) to SIA’s digital repository server after applying preservation recommendations.
- Conducting quality assurance playback of video files.
- Generating metadata and catalog recording of associated collection assets in SIA’s Collection Management System (CMS).
- Prepping and ingesting video into the Smithsonian Institution’s Digital Asset Management System (DAMS).
- Documenting progress and all issues encountered.

TIMELINE:

The contract will begin on or about August 20, 2018. All final services and deliverables described in the General Description of Services section below shall be delivered and completed no later than August 14, 2020. This is based on a 24-hour work week.

WORK LOCATION

All work performed under this contract will take place onsite at the Smithsonian Institution Archives, 600 Maryland Ave. SW, Suite 3000, Washington, DC 20024, during normal working hours Monday through Friday, excluding federal holidays.

SI-furnished property

- All necessary hardware and software will be provided by the Smithsonian Institution Archives.

PAYMENT SCHEDULE

Payments shall be made upon completion and acceptance of interim and final deliverables and services listed above for the processing of and receipt of proper invoices referencing the purchase order number assigned.

Deliverables:

Months 1-24	Prepare and submit bi-weekly status reports
On or before Dec. 10, 2018	Submit completed inventory of all digital assets in spreadsheet or other form.
On or before Dec. 10, 2018	Transfer copies of digital assets to processing environment.



On or before February 11, 2019	Submit risk analysis report by documenting issues and duplicates using MD5 hashes in spreadsheet with following information: file name, title, running time, year, description, MD5, file formats/wrappers/codecs, and other pertinent notes.
On or before June 10, 2019	Submit digital preservation plan based on risk analysis report. Digital preservation plan includes prioritization of steps for the digital contents indicating what should and should not be ingested, if there is a need for transformation from one wrapper/codec to another, and other information.
On or before June 17, 2019	Submit full interim report.
On or before October 14, 2019	Complete ingest selected assets from processing environment to SIA's repository server after applying preservation recommendations.
On or before February 10, 2020	Submit completed document of QA playback problems of digital assets on repository server.
On or before February 10, 2020	Complete metadata and catalog assets in SIA's Collection Management System.
On or before May 11, 2020	Complete loading of selected assets into SI's DAMS with appropriate metadata.
On or before August 1, 2020	Submit full draft of final report.
On or before August 14, 2020	Submit final report.

CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

Lynda Schmitz Fuhrig, Digital Services Electronic Records Archivist, will serve as Contracting Officer's Technical Representative (COTR) and project manager. Contact information for the COTR can be found in the text of the purchase order.

SPECIAL REQUIREMENTS

The following are required:

- The contractor will have at least one year of specialized experience processing digital AV materials and principles as demonstrated from past work experiences, training, and/or schooling.

SMITHSONIAN INSTITUTION

PURCHASE ORDER TERMS AND CONDITIONS

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

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

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

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

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

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

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

8. DISPUTES - Any dispute arising under this contract that the parties are unable to resolve shall be decided by the Contracting Officer. All disputes must be submitted to the Contracting Officer in

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

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

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

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

12. CONFIDENTIALITY and DISCLOSURE - 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:

(a) Contractor's name, address, and taxpayer identification number (TIN). (b) Invoice date and number. (c) Purchase order number including contract line item number. (d) Item description, quantity, unit of measure, unit price, and extended price. (e) Name, title, telephone and fax number, and mailing address of point of contact in the event of an invoice discrepancy. (f) Invoice total, payment discount terms and remittance address. (g) Shipping and payment terms (e.g. shipment number, date of shipment, and discount terms). Bill of lading number and weight of shipment should be included when using Smithsonian Institution bills of lading. Prepaid shipping costs shall be indicated as a separate item on the invoice. (h) Any other information or documentation required by other provisions of the contract.

19. Travel - (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 Privacy and Security Clause

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:^{1/}

(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:^{2/}

(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.

Smithsonian Institution Privacy and Security Clause

(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).^{3/} (b) Each payment device must adhere to the current Personal Identification Number Transaction Security (PTS) standard.^{4/} (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-TN99, *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

^{3/} 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).

^{4/} The PTS standard is maintained by the PCI Security Standards Council.

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(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.

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

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

- 1) Lynda Schmitz Fuhrig _____, 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 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:		
Individual's Signature:		Date:

Background Investigations and Credentials for Contractors' Personnel

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

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

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

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

SMITHSONIAN INSTITUTION INDEPENDENT CONTRACTOR CLAUSES

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

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

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

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

WARRANTIES AND REPRESENTATIONS

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

RESPONSIBILITY FOR SMITHSONIAN PROPERTY

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

NO WAIVER OF RIGHTS

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

INDEMNIFICATION

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



Smithsonian Institution Archives

Digital Asset Processing Workflow and Documentation Requirements

Smithsonian Astrophysical Observatory (SAO), Science Media Group (SMG) Video Collections

Workflow

- 1 Review a Filemaker Pro database from SAO, finding aids, and other information for context on the accessions from the Science Media Group and create inventory.
- 2 Perform virus scans, generate and verify MD5 checksums, export standardized technical file metadata from MediaInfo, run processing scripts for file and format lists, and ingest copies to the processing environment using Ripstation hardware when appropriate.
- 3 Note duplicate materials using the file lists and checksum lists, stock footage, and commercial audio. Make recommendations for digital items that should not be candidates for preservation.
- 4 Create risk analysis to determine a preservation plan. Note if there is a need for transformation from one wrapper/codec to another.
- 5 Transfer approved digital materials from the processing environment onto SIA's digital repository server using BagIt, which will verify the transfer via the checksums.
- 6 Perform quality assurance by doing playback sampling viewing (sound and moving image with sync at beginning, middle, and end) of the AV files and document any issues.
- 7 Create metadata and enter cataloging information into SIA's Collection Management System (CMS), which is the official database for all SIA accessions.
- 8 Prep approved videos for ingest and access in the SI DAMS.

Documentation Requirements

- 1 Create one complete inventory of all the digital assets (AV and other) with
File name
Title
Year
Running time
- 2 Create spreadsheet log from inventory that also includes
MD5 checksum
Description
File formats/wrappers/codecs
Duplicate
Pertinent notes
- 3 Create written risk analysis for preservation planning based on inventory and spreadsheet logs noting what should and should not be ingested for preservation and preservation actions that might need to be taken to make files accessible.
- 4 Create log of QA playback issues.
- 5 Create interim and final reports.