



SMITHSONIAN INSTITUTION
NATIONAL MUSEUM OF AFRICAN AMERICAN HISTORY AND CULTURE
REQUEST FOR QUOTE
MEDIA COLLECTION CATALOGING AND RECORD CREATION AND ENHANCEMENT

This Request for Quote (RFQ) is issued by the National Museum of African American History and Culture at the Smithsonian Institution (SI), for technical professional, non-personal services to provide collection cataloging and record creation and enhancement services in accordance with the Statement of Work (SOW).

The Smithsonian Institution plans to award based on best value. The Procurement Official intends to award without discussion. However, the Procurement Official reserves the right to seek clarifications if determined necessary.

The Smithsonian does NOT encourage overly elaborate written technical materials. The technical quote should be written so that the Offeror's understanding of the Statement of Work may be evaluated. It must disclose the contractor's technical approach in sufficient enough detail to provide a clear and concise presentation that includes but is not limited to the requirement of the technical proposal criteria/instructions.

The period of performance will be on or about **February 1, 2020** through **January 31, 2021**.

I. SUBMITTING YOUR QUOTE

Price quotes must be submitted by electronic mail (email). Quotes are due by 5:00 PM EST, Monday, **January 6, 2020** to:

Attn: Bleakley McDowell and Judith Andrews
Email to: mcdowellh@si.edu and andrewsj@si.edu

Questions or comments pertaining to the RFQ should be submitted via email to Bleakley McDowell (mcdowellh@si.edu) and Judith Andrews (andrewsj@si.edu) no later than 5:00 PM EST on Thursday, **January 2, 2020**. All questions having impact on the RFQ will be issued to all vendors via email.

II. DESCRIPTION OF REQUIRED SERVICES

The Smithsonian National Museum of African American History & Culture (NMAAHC) has a requirement for 2,000 hours of services to catalog collection items; to create, enhance, and correct records for the Museum's collection information system, The Museum System (TMS); to teach other contractors and staff how to catalog collection items and to create, enhance, and correct TMS records; to assist staff and other contractors with access to TMS records; to create and enhance media collection records and increase public access to those records; and to assist with a variety of digitization projects in accordance with the Statement of Work (SOW).

III. TYPE OF CONTRACT

The award will be a Fixed Price contract and may be awarded to multiple vendors. This firm-fixed price shall include all direct and indirect costs necessary to complete the requirements as outlined in the SOW for 2,000 hours of cataloging and record creation and enhancement services. All services must be coordinated directly with the Smithsonian Institution's Contracting Officer's Technical Representative (COTR), including mutual approval of all contractor proposed plans of action.



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IV. EVALUATION

The Smithsonian Institution plans to award based on the factors listed below (A-C). The Smithsonian Institution plans to award without discussions, however, does reserve the right to conduct discussions if later determined by the Contracting Officer to be necessary.

Failure to furnish complete information requested in the RFQ may cause the Offeror to be judged non-responsive and immediately be removed from further consideration for this award.

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

A. Price

The price evaluation will cover the pricing submitted for the base year plus **four (4) option years**.

B. Relevant Experience/Qualifications/Résumé

Relevant Experience: The contractor to perform the work will provide a summary of his/her experience within the last three (3) years with cataloging collection items; creating, enhancing, and correcting records for the Museum's collection information system, The Museum System (TMS); and assisting with collection digitization projects. This experience must be related to the tasks required in the SOW and for an organization comparable in size and scope to the National Museum of African American History and Culture.

The summary will include a minimum of one (1) and a maximum of three (3) projects, customers, time frames, contract dollar values, locations of contract performance, and complexity of work and specify the types and numbers of objects and/or collections cataloged and the amount and type of data entered into the organization's collection information system. The relevant experience of the contractor will be used to facilitate the determination of the capabilities of the contractor to perform the work described in the SOW.

Qualifications: The contractor to perform the work shall have experience with Microsoft Word, Microsoft Excel, and with a museum collection information system, preferably The Museum System (TMS). Ability to create records for a wide variety of object types is essential. The contractor shall have a strong background in African American or American history or culture or similar field, which may be demonstrated by a college or university coursework in African American or American history or culture or by work experience.

Résumé: The contractor to perform the work will provide a résumé highlighting education, work experience, qualifications, and technical competences that demonstrates the contractor meets the requirements of the RFQ and SOW.

C. Past Performance

The contractor to perform the work will provide the names and contact information for at least two (2) people who can answer specific questions about the quality, workmanship, and scheduling relating to current or previous experience as a contractor, employee, or intern, with providing services comparable to those described in the Statement of Work. The contractor to perform the work will provide the dates for the periods of performance, dollar value, and brief description of the work performed.



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V. **INTENT TO EXERCISE OPTIONS**

The Smithsonian Institution reserves the sole option to extend this purchase order to engage the Contractor in providing similar services for additional 2,000 hours as stated below. These option periods are subject to: 1) acceptance and approval by the Contracting Officer's Technical Representative during the respective contract period, 2) availability of funds from which payment for contract purposes can be made, and 3) the contract price for services to be provided under the optional periods shall be as stated in contractor's amendment.

A written modification will be issued to exercise any options. In the event the Smithsonian exercises its right to extend the period of performance under this contract, all other terms and conditions hereunder shall remain unchanged.

Bidders are requested to submit quotes for:

- One price for the base period of performance for 2,000 hours (February 1, 2020 to January 31, 2021)
- One price for option 1, if exercised, to extend for 2,000 hours (February 1, 2021 to January 31, 2022)
- One price for option 2, if exercised, to extend for 2,000 hours (February 1, 2022 to January 31, 2023)
- One price for option 3, if exercised, to extend for 2,000 hours (February 1, 2023 to January 31, 2024)
- One price for option 4, if exercised, to extend for 2,000 hours (February 1, 2024 to January 31, 2025)

VI. **INSURANCE REQUIREMENTS**

Prospective contractors are required to have *General Liability Insurance* coverage in the minimum amount of \$1,000,000 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. **Proof of insurance must be submitted with quotes.**

Contractor may have the option to enroll in the commercial general liability policy for Smithsonian contractors and agree to pay the enrollment cost of the amendatory endorsement (estimated cost: \$160.00). Insurance coverage would only be for the duration of this contract and would cover the contractor only for work performed for the Smithsonian Institution.

VII. **DUNS NUMBER**

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



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VIII. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION (formerly CCR)

It is a requirement that current and prospective recipients of contract and purchase orders awarded by the SI must complete registration and maintain an active record in the System for Award Management (SAM). The SAM requires a one-time business registration, with annual updates, and allows vendors to control the accuracy of the business information they enter. The financial data you enter, which includes the electronic funds transfer (EFT) data collected by SAM, will assist the SI in paying your invoices and complying with the Federal Debt Collection Improvement Act of 1996. You may complete or update your information in SAM online at <http://sam.gov>. Questions regarding the process may be directed to the Federal Service Desk online at www.fsd.gov or via toll free call to 1-888-606-8220. There is no charge for registering in SAM. For vendors who were registered in CCR prior to July 30, 2012, this means:

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

For vendors who were not registered in CCR prior to July 30, 2012, this means:

- Vendors will need to obtain a DUNS number (see Part V. above) in order to register in SAM.
- Beginning on July 30, 2012, they must be directed to <http://sam.gov> to complete registration in SAM.
- The registration process via SAM has been changed for SAM and is reported to be streamlined and much easier than the CCR process.

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

IX. LEGISLATIVE AND/OR ADMINISTRATIVE REQUIREMENTS

A. Service Contract Act of 1965, as amended

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



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

B. E-Verify

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

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

<http://www.uscis.gov/portal/site/uscis/menuitem.5af9bb95919f35e66f614176543f6d1a/?vgnnextoid=cb2a535e0869d110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>.

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

C. Background Investigations

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

1. The COTR shall provide an OF-306, Declaration for Federal Employment form, for each of the



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

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

Homeland Security Policy Directive 12 (HSPD-12)

X. INFORMATION TO BE SUBMITTED WITH QUOTES

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

- A. Completed Quote Form (or customized quote containing all needed information on Quote Form)
- B. Résumé
- C. Business name, address, telephone number, and DUNS number
- D. Certificates or other documentation confirming appropriate types and levels of insurance required are in effect, and other certificates and documentation requested.
- E. Cite the date through which pricing submitted is valid.

ATTACHMENT(S):

- **Form SI-147A**, Smithsonian Institution Purchase Order Terms and Conditions
- **Form SI-147B**, Smithsonian Institution Privacy and Security Clause
- **Rights-in-Data Clause**, Smithsonian Institution
- **Statement of Work** for Collection Cataloging and Record Creation and Enhancement for the Smithsonian Institution National Museum of African American History and Culture
- **Quote Form**
- **OCon 520**, Background Investigations and Credentials for Contractors' Personnel
- **Form OF-306**, Declaration for Federal Employment
- Contracting Officer's Technical Representative (COTR) Clause



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STATEMENT OF WORK
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1. INTRODUCTION

The Smithsonian's National Museum of African American History and Culture (NMAAHC) needs professional, non-personal, work-for-hire services, to catalog collection items; to create, enhance, and correct existing records in the museum's collection information system, The Museum System (TMS); to teach other contractors and staff how to catalog collection items and create, enhance, and correct TMS records; to assist staff and other contractors with access to TMS records; to create and enhance media collection records and increase public access to those records; and to assist with a variety of collection digitization projects and initiatives.

Background and Purpose: The NMAAHC is building a foundational collection of artifacts that relates to the African American experience. The collection includes about 37,000 artifacts and several archival collections and is growing rapidly. The purpose of this contract is to increase the number of cataloged collection objects and high quality TMS records and to improve access to TMS records.

2. SCOPE OF WORK

The Smithsonian's National Museum of African American History and Culture (NMAAHC) needs professional, non-personal, work-for-hire services, to catalog collection items; to create, enhance, and correct existing records in the museum's collection information system, The Museum System (TMS); to teach other contractors and staff how to catalog collection items and create, enhance, and correct TMS records; to assist staff and other contractors with access to TMS records; to create and enhance media collection records and increase public access to those records; and to assist with a variety of digitization projects for 2000 hours from between about **February 1, 2020, through January 31, 2021**.

The project will take place intermittently over the period of performance, at the NMAAHC offices at 600 Maryland Avenue, SW, Washington, DC, and the NMAAHC Collection Management Facility at 3400 Pennsy Drive (Pennsy), Landover, Maryland. Work will be scheduled at mutually convenient times for the contractor and the Contracting Officer's Technical Representative (COTR) between the hours of 8:30am and 6:00pm. The contractor may park for free at Pennsy. The Pennsy facility is also accessible by public transportation and by Smithsonian shuttle service. The NMAAHC offices are accessible by public transportation.

Federal Holidays, weekend and specific office closure notices are excepted. The work schedule may be subject to adjustment, upon mutual agreement of the parties. All matters related to time and attendance shall be reported to the COTR for recordkeeping relative to payment.

3. QUALIFICATIONS

The contractor shall have experience cataloging collection items; creating, and enhancing digital records for historical and cultural material, with strengths in cataloging and creating records for a wide range of object types; assisting with collection digitization projects and initiatives; and knowledge of best practices for, and experience with, handling a wide variety of museum collection object types. The contractor to perform the work shall have experience with Microsoft Word, Microsoft Excel, and with a museum collection information system, preferably The Museum System (TMS). Ability to create records for a wide



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variety of object types is essential. The contractor shall have a strong background in African American or American history or culture or similar field, which may be demonstrated by a college or university coursework in African American or American history or culture or by work experience. The contractor should have experience working with a variety of audiovisual formats.

The contractor shall have experience with or knowledge of the following:

- Cataloging and creating and enhancing digital records for historical and cultural material, with strengths in cataloging and creating records for a wide range of media object type.
- Knowledge of and/or experience creating records using The Museum System (TMS) within a museum or archive setting.
- Knowledge of metadata schemas and intellectual control standards and practices/techniques needed for collections management and cataloguing.
- Knowledge of and/or experience using ArchiveSpace within a museum or archive setting.
- Knowledge of and/or experience performing rights and reproduction research for historical and cultural material, preferable moving image and sound.
- Ability to visually recognize different audiovisual formats used in the production and distribution of film, television, video, and audio production, including but not limited to:
 - Film: 35mm, 16mm, 8mm, Super 8mm;
 - Video: 2" Quad, 1/2" open reel, 3/4" U-matic, VHS, Betacam, Digibeta, MiniDV;
 - Audio: 2"/1"/ 1/4" open reel tape, vinyl/shellac/acetate discs, audio cassette tapes, DAT tapes, CDs and CD-Rs;
- Knowledge of and/or experience with motion picture analog and digital production and post-production workflows.
- Knowledge of and/or experience with the history of computer storage formats and ability to recognize the most common formats in disk, tape and optical and including but not limited to:
 - Various size floppy disks, LTO tapes, HDD and SSD devices, CD-Rs, flash drives, Jazz drives, Zip drives, and the corollary interface standards for data transfer

4. SPECIFIC TASKS

The contractor shall follow NMAAHC guidelines provided by the COTR to document and catalog collection items, with a focus on media objects, ascertaining data for objects and collections of objects, including but not limited to object titles, object names, accession and constituent data, and dates of production or use. The contractor shall record this information on Excel Collection Intake Forms provided by the COTR and/or enter or transfer the information into TMS and create related media records and image links in TMS and in the museum's Digital Asset Management System (DAMS). When essential cataloging information about collection items is unreliable and/or insufficient, the contractor shall perform additional research on collection items to verify and/or augment cataloging information. As the COTR deems appropriate, the contractor shall teach other contractors and NMAAHC staff how to catalog objects and how to create, enhance, and correct TMS records according to NMAAHC guidelines; assist



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other contractors and NMAAHC staff by creating or providing TMS lists and reports; assist with a variety of digitization projects and initiatives; and work with NMAAHC contractors, staff, donors and sellers of collection materials to fulfill his or her assignments.

The contractor shall do the following:

- Check in regularly with the COTR to obtain assignments.
- Catalog, create and enhance digital records for a wide range of media object types using The Museum System (TMS).
- Add media links to sync TMS records to the DAMS records.
- Add media links to TMS to allow streaming in Smithsonian's Media Asset Delivery System (MADS)
- Assist with inventories and cataloging of collection objects by ascertaining data from accession files and other documents for objects and collections of objects, including but not limited to titles or names, accession and constituent data, and dates of production or use and by recording this information on Excel Collection Intake Forms provided by the COTR and/or entering or transferring the information into TMS.
- Perform additional research on collection items to verify and/or augment cataloging information.
- Enters the Subject Types, Object Types, and Medium/Material into new, outdated, or incomplete TMS records using the thesaurus functions in TMS and the guidelines provided by the COTR.
- Write a brief physical description of the object or collection for the Description field of the TMS record; write contextual notes for the Notes field of the TMS record; record bibliographic references in TMS; and perform other tasks associated with completing a standard NMAAHC TMS object record.
- Create and update TMS Constituent Records.
- Enters rights and reproduction research for historical and cultural material, preferable moving image and sound in collaboration and coordination with the Media Conservation Team.
- Ability to visually recognize different audiovisual formats used in the production and distribution of film, television, video, and audio production, including but not limited to:
 - Film: 35mm, 16mm, 8mm, Super 8mm;
 - Video: 2" Quad, ½" open reel, ¾" U-matic, VHS, Betamax, Betacam, DigiBeta, MiniDV;
 - Audio: 2"/1"/ ¼" open reel tape, vinyl/shellac/acetate discs, audio cassette tapes, DAT tapes, CDs and CD-Rs;
- Motion picture analog and digital production and post-production workflows.
- The history of computer storage formats and ability to recognize the most common formats in disk, tape and optical and including but not limited to:
 - Various size floppy disks, LTO tapes, HDD and SDD devices, CD-Rs, flash drives, Jazz drives, Zip drives, and the corollary interface standards for data transfer
- Link digital images and other media to the TMS record and upload digital images and other media to the Digital Access Management System (DAMS).



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- Transfer metadata from TMS records to image files and related DAMS records.
- Teach other contractors and NMAAHC staff how to catalog objects and how to create, enhance, and correct TMS records according to NMAAHC guidelines as the COTR deems appropriate.
- Assist other contractors and NMAAHC staff with creating or by providing TMS lists and reports.
- Assist with team initiatives including digitization projects as COTR deems appropriate (e.g. Transcription Center and cataloging and inventorying for Mass Digitization projects).
- Attend monthly team meetings.
- Notify the COTR of any problem or situation that impedes completion of any assignment.
- Notify COTR when not available for work or with changes in schedule.
- Maintain professional attitude when communicating and working with Smithsonian staff.
- Attend meetings related to assignments, as the COTR deems appropriate.
- Be diligent, thorough, meticulous, and consistent in following object handling, cataloging, and data entry guidelines.
- Work with NMAAHC Collections staff and donors to fulfill his or her assignments, as the COTR deems appropriate.

5. PAYMENT SCHEDULE AND DELIVERABLES

The contractor shall invoice the Smithsonian on a prorated, hourly basis derived from the firm-fixed price award every two weeks until the award is used up or until the end of the period of performance, whichever comes first. With the invoice, the contractor will submit a timesheet listing the hours worked and a detailed, itemized summary of services performed during the pay period. The contractor shall submit the invoice and timesheet to the COTR. The COTR will provide templates for the invoice and timesheet.

6. PERIOD OF PERFORMANCE

All work shall begin approximate February 1, 2020 and be completed on January 31, 2021.

7. COSTS INCURRED

Any costs incurred to perform the services under this Statement of Work, including transportation, equipment, software, hardware, internet access, cellular phone access, parking, meals, tips, and other incidentals, are the responsibility of the Contractor and will not be reimbursed, except where stated otherwise.

8. PHYSICAL DEMANDS AND WORK ENVIRONMENT

Work is a mixture of physical and sedentary activities. The bulk of the work requires the ability to walk, stand, and bend. The work environment includes everyday risks or discomforts which require normal safety precautions. Comfortable clothing should be worn that may be soiled from dust or particles on objects that have been stored for long periods of time. Closed-toe shoes should be worn to protect against objects that can fall off of tables, shelving and/or pallets.



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9. ACCEPTANCE CRITERIA

All work performed under this contract shall be subject to review and approval by the assigned COTR. The COTR has the right to reject any work considered unacceptable.

10. SMITHSONIAN-FURNISHED ITEMS

The Museum is not liable for any loss or damage to the Contractor's personal property for the duration of this contract. Further, for the duration of this contract, the contractor will be responsible for the proper care, storage, and maintenance of all Smithsonian furnished equipment. The contractor will also be responsible for any loss of, or damage to, all Smithsonian furnished equipment.

For communication purposes and intranet access, NMAAHC will also secure a Smithsonian network account for the contractor for the duration of this contract, for which the contractor shall complete the hour-long Smithsonian Institution's Computer Security Awareness Training (CSAT), administered by the Smithsonian Office of the Chief Information Officer (OCIO). The contractor shall comply with the guidelines outlined in Smithsonian Directive 931, Use of Computers, Telecommunications Devices, and Networks.

11. CONTACT INFORMATION

The contractor shall be in contact with the NMAAHC Digi Team and its personnel throughout the duration of the contract, meeting as needed in-person at the NMAAHC worksites, or communicating via phone or email.

The Contracting Officer's Technical Representative (COTR) for this contract will be:

Judith Andrews
DAMS Manager
Smithsonian Institution
Office of Curatorial Affairs
National Museum of African American History and Culture
Email: andrewsj@si.edu
Phone: 202.633.3529

The Technical Point of Contact (TPOC) for this contract will be:

Bleakley McDowell
Media Archivist & Conservator
Smithsonian Institution
Office of Curatorial Affairs
National Museum of African American History and Culture
Email: mcdowellh@si.edu
Phone: 202.633.4970

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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.

Smithsonian Institution Privacy and Security Clause

(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.

QUOTE FORM

PROJECT TITLE: Media Collection Cataloging and Record Creation and Enhancement for the Smithsonian's National Museum of African American History & Culture			
Business/Contractor Name		Date Submitted	
Address			
Email Address			
Telephone Number			
DUNS Number			
Insurance – X applicable box			
	I have attached certificates or other documentation confirming appropriate types and levels of insurance.		
	I intend to purchase Smithsonian insurance.		
EVALUATION FACTORS			
A. Price			
Base Year - Quote for 2000 Hours of Services		\$	
Option 1 Period - Quote for 2000 Hours of Services		\$	
Option 2 Period - Quote for 2000 Hours of Services		\$	
Option 3 Period - Quote for 2000 Hours of Services		\$	
Option 4 Period - Quote for 2000 Hours of Services		\$	
Date through which Pricing is Valid			
B. Relevant Experience • Qualifications • Technical Competence • Résumé			
<p>Relevant Experience • Qualifications • Technical Competence Provide a brief, narrative summary (NTE 250 words) of your experience within the last four (4) years related to the tasks in the Statement of Work. Include a minimum of two (2) and a maximum of three (3) projects with the locations of performance and complexity of the work.</p> <p>Résumé Submit a résumé with this form.</p>			
C. Past Performance			
<p>Past Performance Provide the names and contact information for at least two (2) people who can answer specific questions about the quality, workmanship, and scheduling relating to your current or previous experience as a contractor, employee, or intern with providing services comparable to those described in the Statement of Work.</p>			

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.

Declaration for Federal Employment*

(*This form may also be used to assess fitness for federal contract employment)

Form Approved:
OMB No. 3206-0182

Instructions

The information collected on this form is used to determine your acceptability for Federal and Federal contract employment and your enrollment status in the Government's Life Insurance program. You may be asked to complete this form at any time during the hiring process. Follow instructions that the agency provides. If you are selected, before you are appointed you will be asked to update your responses on this form and on other materials submitted during the application process and then to recertify that your answers are true.

All your answers must be truthful and complete. **A false statement on any part of this declaration or attached forms or sheets may be grounds for not hiring you, or for firing you after you begin work. Also, you may be punished by a fine or imprisonment (U.S. Code, title 18, section 1001).**

Either type your responses on this form or print clearly in dark ink. If you need additional space, attach letter-size sheets (8.5" X 11"). Include your name, Social Security Number, and item number on each sheet. We recommend that you keep a photocopy of your completed form for your records.

Privacy Act Statement

The Office of Personnel Management is authorized to request this information under sections 1302, 3301, 3304, 3328, and 8716 of title 5, U. S. Code. Section 1104 of title 5 allows the Office of Personnel Management to delegate personnel management functions to other Federal agencies. If necessary, and usually in conjunction with another form or forms, this form may be used in conducting an investigation to determine your suitability or your ability to hold a security clearance, and it may be disclosed to authorized officials making similar, subsequent determinations.

Your Social Security Number (SSN) is needed to keep our records accurate, because other people may have the same name and birth date. Public Law 104-134 (April 26, 1996) asks Federal agencies to use this number to help identify individuals in agency records. Giving us your SSN or any other information is voluntary. However, if you do not give us your SSN or any other information requested, we cannot process your application. Incomplete addresses and ZIP Codes may also slow processing.

ROUTINE USES: Any disclosure of this record or information in this record is in accordance with routine uses found in System Notice OPM/GOVT-1, General Personnel Records. This system allows disclosure of information to: training facilities; organizations deciding claims for retirement, insurance, unemployment, or health benefits; officials in litigation or administrative proceedings where the Government is a party; law enforcement agencies concerning a violation of law or regulation; Federal agencies for statistical reports and studies; officials of labor organizations recognized by law in connection with representation of employees; Federal agencies or other sources requesting information for Federal agencies in connection with hiring or retaining, security clearance, security or suitability investigations, classifying jobs, contracting, or issuing licenses, grants, or other benefits; public and private organizations, including news media, which grant or publicize employee recognitions and awards; the Merit Systems Protection Board, the Office of Special Counsel, the Equal Employment Opportunity Commission, the Federal Labor Relations Authority, the National Archives and Records Administration, and Congressional offices in connection with their official functions; prospective non-Federal employers concerning tenure of employment, civil service status, length of service, and the date and nature of action for separation as shown on the SF 50 (or authorized exception) of a specifically identified individual; requesting organizations or individuals concerning the home address and other relevant information on those who might have contracted an illness or been exposed to a health hazard; authorized Federal and non-Federal agencies for use in computer matching; spouses or dependent children asking whether the employee has changed from a self-and-family to a self-only health benefits enrollment; individuals working on a contract, service, grant, cooperative agreement, or job for the Federal government; non-agency members of an agency's performance or other panel; and agency-appointed representatives of employees concerning information issued to the employees about fitness-for-duty or agency-filed disability retirement procedures.

Public Burden Statement

Public burden reporting for this collection of information is estimated to vary from 5 to 30 minutes with an average of 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to the U.S. Office of Personnel Management, Reports and Forms Manager (3206-0182), Washington, DC 20415-7900. The OMB number, 3206-0182, is valid. OPM may not collect this information, and you are not required to respond, unless this number is displayed.

Declaration for Federal Employment*

Form Approved:
OMB No. 3206-0182

(*This form may also be used to assess fitness for federal contract employment)

GENERAL INFORMATION

1. **FULL NAME** (Provide your full name. If you have only initials in your name, provide them and indicate "Initial only". If you do not have a middle name, indicate "No Middle Name". If you are a "Jr.," "Sr.," etc. enter this under Suffix. First, Middle, Last, Suffix)



2. **SOCIAL SECURITY NUMBER**



3a. **PLACE OF BIRTH** (Include city and state or country)



3b. **ARE YOU A U.S. CITIZEN?**

YES NO (If "NO", provide country of citizenship) ◆

4. **DATE OF BIRTH** (MM / DD / YYYY)



5. **OTHER NAMES EVER USED** (For example, maiden name, nickname, etc)



6. **PHONE NUMBERS** (Include area codes)

Day ◆

Night ◆

Selective Service Registration

If you are a male born after December 31, 1959, and are at least 18 years of age, civil service employment law (5 U.S.C. 3328) requires that you must register with the Selective Service System, unless you meet certain exemptions.

- 7a. Are you a male born after December 31, 1959? YES NO (If "NO", proceed to 8.)
- 7b. Have you registered with the Selective Service System? YES (If "YES", proceed to 8.) NO (If "NO", proceed to 7c.)
- 7c. If "NO," describe your reason(s) in item 16.

Military Service

8. Have you ever served in the United States military? YES (If "YES", provide information below) NO

If you answered "YES," list the branch, dates, and type of discharge for all active duty.

If your only active duty was training in the Reserves or National Guard, answer "NO."

Branch	From (MM/DD/YYYY)	To (MM/DD/YYYY)	Type of Discharge

Background Information

For all questions, provide all additional requested information under item 16 or on attached sheets. The circumstances of each event you list will be considered. However, in most cases you can still be considered for Federal jobs.

For questions 9,10, and 11, your answers should include convictions resulting from a plea of *nolo contendere* (no contest), but omit (1) traffic fines of \$300 or less, (2) any violation of law committed before your 16th birthday, (3) any violation of law committed before your 18th birthday if finally decided in juvenile court or under a Youth Offender law, (4) any conviction set aside under the Federal Youth Corrections Act or similar state law, and (5) any conviction for which the record was expunged under Federal or state law .

9. During the last 7 years, have you been convicted, been imprisoned, been on probation, or been on parole? (Includes felonies, firearms or explosives violations, misdemeanors, and all other offenses.) *If "YES," use item 16 to provide the date, explanation of the violation, place of occurrence, and the name and address of the police department or court involved.* YES NO

10. Have you been convicted by a military court-martial in the past 7 years? *(If no military service, answer "NO.") If "YES," use item 16 to provide the date, explanation of the violation, place of occurrence, and the name and address of the military authority or court involved.* YES NO

11. Are you currently under charges for any violation of law? *If "YES," use item 16 to provide the date, explanation of the violation, place of occurrence, and the name and address of the police department or court involved.* YES NO

12. During the last 5 years, have you been fired from any job for any reason, did you quit after being told that you would be fired, did you leave any job by mutual agreement because of specific problems, or were you debarred from Federal employment by the Office of Personnel Management or any other Federal agency? *If "YES," use item 16 to provide the date, an explanation of the problem, reason for leaving, and the employer's name and address.* YES NO

13. Are you delinquent on any Federal debt? (Includes delinquencies arising from Federal taxes, loans, overpayment of benefits, and other debts to the U.S. Government, plus defaults of Federally guaranteed or insured loans such as student and home mortgage loans.) *If "YES," use item 16 to provide the type, length, and amount of the delinquency or default, and steps that you are taking to correct the error or repay the debt.* YES NO

Declaration for Federal Employment*

Form Approved:
OMB No. 3206-0182

(*This form may also be used to assess fitness for federal contract employment)

Additional Questions

14. Do any of your relatives work for the agency or government organization to which you are submitting this form? (Include: father, mother, husband, wife, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, and half sister.) If "YES," use item 16 to provide the relative's name, relationship, and the department, agency, or branch of the Armed Forces for which your relative works. YES NO
15. Do you receive, or have you ever applied for, retirement pay, pension, or other retired pay based on military, Federal civilian, or District of Columbia Government service? YES NO

Continuation Space / Agency Optional Questions

16. Provide details requested in items 7 through 15 and 18c in the space below or on attached sheets. Be sure to identify attached sheets with your name, Social Security Number, and item number, and to include ZIP Codes in all addresses. If any questions are printed below, please answer as instructed (these questions are specific to your position and your agency is authorized to ask them).

Certifications / Additional Questions

APPLICANT: If you are applying for a position and have not yet been selected, carefully review your answers on this form and any attached sheets. When this form and all attached materials are accurate, read item 17, and complete 17a.

APPOINTEE: If you are being appointed, carefully review your answers on this form and any attached sheets, including any other application materials that your agency has attached to this form. If any information requires correction to be accurate as of the date you are signing, make changes on this form or the attachments and/or provide updated information on additional sheets, initialing and dating all changes and additions. When this form and all attached materials are accurate, read item 17, complete 17b, read 18, and answer 18a, 18b, and 18c as appropriate.

17. **I certify** that, to the best of my knowledge and belief, all of the information on and attached to this Declaration for Federal Employment, including any attached application materials, is true, correct, complete, and made in good faith. **I understand that a false or fraudulent answer to any question or item on any part of this declaration or its attachments may be grounds for not hiring me, or for firing me after I begin work, and may be punishable by fine or imprisonment.** I understand that any information I give may be investigated for purposes of determining eligibility for Federal employment as allowed by law or Presidential order. **I consent** to the release of information about my ability and fitness for Federal employment by employers, schools, law enforcement agencies, and other individuals and organizations to investigators, personnel specialists, and other authorized employees or representatives of the Federal Government. **I understand** that for financial or lending institutions, medical institutions, hospitals, health care professionals, and some other sources of information, a separate specific release may be needed, and I may be contacted for such a release at a later date.

- 17a. Applicant's Signature: _____ Date _____
(Sign in ink)
- 17b. Appointee's Signature: _____ Date _____
(Sign in ink)

Appointing Officer: Enter Date of Appointment or Conversion MM / DD / YYYY

18. **Appointee (Only respond if you have been employed by the Federal Government before):** Your elections of life insurance during previous Federal employment may affect your eligibility for life insurance during your new appointment. These questions are asked to help your personnel office make a correct determination.

- 18a. When did you leave your last Federal job? _____
DATE: MM / DD / YYYY
- 18b. When you worked for the Federal Government the last time, did you waive Basic Life Insurance or any type of optional life insurance? YES NO DO NOT KNOW
- 18c. If you answered "YES" to item 18b, did you later cancel the waiver(s)? If your answer to item 18c is "NO," use item 16 to identify the type(s) of insurance for which waivers were not canceled. YES NO DO NOT KNOW

SMITHSONIAN INSTITUTION

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

- 1) Judith Andrews _____, 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.