This Request for Quote (RFQ) is issued by the Smithsonian Center for Folklife and Cultural Heritage for professional, technical, non-personal services to provide archival services in accordance with the Statement of Work (SOW). The period of performance will begin on or about October 1, 2024, and all work shall be completed by February 28, 2025.

I. SUBMITTING YOUR QUOTE

Price quotes may be submitted only by electronic mail (email). Price quotes must take the form of a single PDF file. Quotes are due by 5:00 PM ET, Friday, August 30, 2024, at:

Attn: Dave Walker
Email to: WalkerDM@si.edu

Questions or comments pertaining to the RFQ should be submitted via electronic mail (email) to Dave Walker (WalkerDM@si.edu) no later than 5:00 PM ET on Friday, August 23, 2024. All questions having impact on the RFQ will be issued to all vendors via electronic mail (email).

II. DESCRIPTION OF REQUIRED SERVICES

The award will be a Firm-Fixed Price contract. This firm-fixed price shall include all direct and indirect costs necessary to complete the requirements as outlined in the SOW, over the course of 360 hours, for the services to be completed by February 28, 2025. 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.

III. EVALUATION

The basis for the award will be best value to the Smithsonian Institution. The Smithsonian 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. Relevant Experience/Past Performance (50%)

Relevant experience is that obtained within the past three years providing or performing services of similar size, scope, complexity and type of client that indicates your suitability for this project. The contractor to perform the work shall provide a résumé highlighting education, work experience, qualifications, and technical competence demonstrating that the contractor meets the requirements of the SOW.

Past performance should be indicated by a list of two (2) current or previous projects, customers, time frames, contract dollar values, locations of contract performance, and complexity of work to facilitate determination of capabilities to perform the work required as cited in the SOW (NTE 250 words). Provide the names of points of contacts and their current telephone numbers who can answer specific questions on quality, efficiency, and scheduling.

B. Price (50%)

The price evaluation shall cover the pricing for the completion of approximately 360 hours of services in accordance with the SOW.

IV. 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. Insurance coverage would only be for the duration of this contract and would cover the contractor only for work performed for the Smithsonian Institution.

V. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION

Current and prospective recipients of contracts and purchase orders awarded by the SI are required to complete registration and maintain an active record in SAM throughout the period the SI award is in
effect. 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 with correctly directing payments on your invoices and complying with the Federal Debt Collection Improvement Act of 1996.

Within thirty (30) calendar days after your SAM registration is activated, you must mail a notarized letter to SAM. You will receive guidance on this procedure throughout the SAM registration process and again after your SAM registration is activated. Federal agencies, including SI, have been assured that once an entity’s SAM registration is activated, agencies may engage that entity. Notarized letters from registered entities will need to contain specific language. SI OCon&PPM has provided the preferred language for letters with form memo OCon 120 – Mandatory Registration in the System for Award Management (SAM) that accompanies this RFQ.

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

You may complete or update your SAM registration information anytime online at https://sam.gov/content/home. Questions regarding the process may be directed to the Federal Service Desk online at https://www.fsd.gov/gsafsd_sp, or via toll-free call to 1-888-606-8220. There is no charge for registering in SAM.

VI. UNIQUE ENTITY IDENTIFIER (UEI) NUMBER

A UEI number is a unique twelve-digit alpha-numeric identifier that will be assigned to you when your SAM registration is completed. A UEI is available for each physical location of your business (see Section V. of this RFQ). You will need to maintain your assigned UEI(s) in a safe location where they may be easily accessed. Your UEI will be required whenever you need to annually update your SAM registration or make changes to your SAM registration information at any time.

VII. LEGISLATIVE AND/OR ADMINISTRATIVE REQUIREMENTS

A. Service Contract Act of 1965, as amended

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

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

B. E-Verify

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

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


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

C. Background Investigations

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

1. The COTR shall provide an OF-306, Declaration for Federal Employment form, for each of the Contractor’s employees who will be assigned to the SI for 30 days or longer. The OF-306 forms must be completed by each person and returned by the Contractor to the COTR, or other designated SI employee, within ten (10) workdays from receipt of the forms by the Contractor.
2. For contractors to SI organizations outside the Washington DC and New York City areas, forms SF-87, Fingerprint Cards, shall be provided to the Contractor by the COTR or other designated SI employee. Each form SF-87 must be returned to the COTR, or other designated SI employee, within ten (10) workdays from receipt of the forms by the Contractor. When necessary, the forms SF-87 shall be submitted by the Contractor with the OF-306.

_Homeland Security Policy Directive 12 (HSPD-12)_

VIII. INFORMATION TO BE SUBMITTED WITH QUOTES

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

A. Documentation of your current active SAM registration with the date it will expire
B. Project Title (from RFQ): “Archival Audio Conservation and Digitization Services”
C. Business name, address, telephone number, and UEI number
D. Business point of contact name, telephone number and email address
E. Pricing and accompanying basis for cost.
F. Past Performance information should include the contract number, cost, project description, period of performance, contact person with telephone number and other relevant information for at least two (2) recent relevant contracts for the same or similar goods and/or services. Current résumé of contractor should be provided.
G. Certificates or other documentation confirming appropriate types and levels of insurance required are in effect, and other certificates and documentation requested.
H. If services are subject to the requirements of the Service Contract Act provide with your quote:
   i. U.S. Department of Labor wage determination hourly rate payable within the location of work performance
   ii. Health and Welfare hourly rate payable within the location of work performance
   iii. IFF hourly rate payable within the location of work performance
   iv. G & A hourly rate payable (e.g., markup, overhead, etc.) within the location of work performance
   v. Vacation hourly rate payable within the location of work performance
   vi. Holiday hourly rate payable within the location of work performance
I. If requested in the RFQ, provide résumés of personnel that may be assigned to perform work under the anticipated award.
J. When prices quoted are in accordance with the terms of a General Services Administration (GSA) schedule contract, provide the following information: your GSA contract number, SIN, goods and/or services pricing.
K. Indicate any discounts to your GSA schedule contract pricing that is being extended to the SI by your price quote(s).
L. Cite the date through which pricing submitted is valid.
ATTACHMENT(S):

- **Statement of Work** for “Archival Audio Conservation and Digitization Services”
- **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
- **OCon 120**, Mandatory Registration in the System for Award Management (SAM)
- **OCon 102**, PO Contracting Officer’s Technical Representative (COTR) Delegation of Authority Clause
- American Institute for Conservation’s *Code of Ethics and Guidelines for Practice*
INTRODUCTION
The Ralph Rinzler Folklife Archives and Collections (RRFAC or Rinzler Archives) at the Center for Folklife and Cultural Heritage (CFCH or the Center) serves as a production archive that supports the collections care needs of Smithsonian Folkways Recordings, the Smithsonian Folklife Festival, Curatorial Research and Education, and the Cultural Vitality Program. With more than 5,300 cubic feet of collections and a rapidly expanding digital footprint, the RRFAC is a resource for cultural documentation maintained with a commitment to shared stewardship.

SCOPE OF WORK
The Rinzler Archives requires professional, technical, non-personal, work-for-hire archival services for collections in the Center’s Ralph Rinzler Folklife Archives and Collections. The contractor shall provide technical and professional services for an estimated 360-hour project to prepare approximately 422 ¼" open reel audio tapes for digitization, digitize approximately 240 ¼" open reel audio tapes, perform quality control on digitized assets, and ingest files into the Smithsonian Institution’s Digital Asset Management System (SI-DAMS). Such services shall be provided in accordance with the American Institute for Conservation’s Code of Ethics and Guidelines for Practice.

SPECIFIC TASKS
1. The contractor shall perform the following for the Arhoolie Records Collection:
   - Review item-level inventory for nearly 3,000 open reel audio tapes in the collection, flagging approximately 422 tapes of Blues recordings
   - Separate and arrange ancillary paper materials from Blues tape boxes
   - Conduct physical assessments and rehousing for Blues tapes, including condition reporting and re-housing of poorly housed tapes in archival cases and boxes
   - Prepare approximately 422 Blues tapes for digitization in consultation with audiovisual archivist by rewinding, transferring “pancakes” to reels, repairing splices, cleaning, and applying leader tape
   - Digitize approximately 240 reels of the 422 Blues tapes identified and stabilized in earlier stages
   - Inspect digitized asset audio content for completeness, embed metadata, and ingest files into SI-DAMS
   - Create digital photos for ancillary paper materials from audio tape boxes

Smithsonian Center for Folklife and Cultural Heritage
STATEMENT OF WORK: “Archival Audio Conservation and Digitization Services”
Date: July 30, 2024
• Compile all pertinent information into EAD finding aid

2. The contractor shall deliver 360 hours of archival services in consultation and meetings with the TPOC to perform the tasks described above. The meetings shall address delivery timelines to determine progress that will be used as a baseline for receipt of work product, acceptance of work, and payment. Work is judged on the basis of thoroughness, accuracy, and attention to detail.

3. The contractor will submit a monthly progress report to the Contracting Officer’s Technical Representative (COTR) and Technical Point of Contact (TPOC) for review and approval. The report should detail hours worked and list tapes worked on for that month.

DELIVERABLES
1. Approximately 422 Blues tapes prepared for digitization
2. Approximately 240 Blues tapes digitized, checked for quality, and ingested into the SI-DAMS
3. Updated descriptions in the Arhoolie EAD finding aid and public-facing descriptive records, highlighting Blues content

PERIOD OF PERFORMANCE
Work is estimated to begin on or about October 1, 2024, and complete the work before February 28, 2025, or when the 360 hours have been expended. The contractor’s specific work schedule will be determined by mutual agreement between the TPOC and the contractor and must occur within normal business hours, Monday through Friday, 7:30 AM to 6:00 PM.

PAYMENT SCHEDULE AND INVOICING
The contractor will invoice the Archives on a monthly basis, submitting the invoice with the above referenced monthly report. The invoice will reflect the number of hours worked for the month corresponding to the report. Upon approval of the monthly report, payment will be issued.

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

WORK LOCATION AND WORK ENVIRONMENT
The bulk of the work shall take place at the Center for Folklife and Cultural Heritage offices located at 600 Maryland Ave, SW, Washington, DC.

Work shall take place primarily in clean, well-lit, ventilated, modern storage areas and processing work areas typical for archival materials with adequate workspace and computer access. The contractor will be provided with a Smithsonian network account, with access to an email account, internet, word processing software, and CFCH/SI databases and templates. Some records are housed in cubic foot archival boxes that may weigh up to 40 lbs.

The contractor will be issued a Smithsonian contractor identification badge enabling them to enter and access Smithsonian properties, provided that they meet reasonable security criteria applicable to the properties and/or tasks being performed.

Smithsonian Center for Folklife and Cultural Heritage
STATEMENT OF WORK: “Archival Audio Conservation and Digitization Services”
Date: July 30, 2024
The contractor will be given a network logon account and access to the Smithsonian’s data network. In order to gain access to SI’s computer network, the contractor will be required to read Smithsonian Directive 931 “Use of Computers and Networks,” and sign an affirmation that they agree to comply with SD 931, to act in a responsible manner, and to respect and maintain the security of all systems to which access is provided. In keeping with Smithsonian policy, the contractor is required to complete a short on-line computer security training program annually.

CONTACT INFORMATION
The Contractor shall be in contact with the Smithsonian Center for Folklife and Cultural Heritage (CFCH) and its personnel throughout the duration of the contract, meeting as needed in-person at the CFCH worksites in Washington, DC, or communicating via phone, email, or online video conferencing.

Contracting Officer’s Technical Representative (COTR):

    Stacy Cavanagh
    CavanaghS@si.edu
    600 Maryland Ave SW, Suite 2001
    Washington, DC
    20024

Technical Points of Contact (TPOCs):

    Dave Walker, Audiovisual Archivist
    WalkerDM@si.edu
    Smithsonian Center for Folklife and Cultural Heritage
    600 Maryland Ave SW, Suite 2001
    Washington, DC
    20024
1. COMPLETE AGREEMENT - The purchase order and all documents attached represent the entire agreement between the Smithsonian Institution (SI) and the Contractor. Any modification, alteration or amendment to this purchase order must be in writing and signed by an authorized agent of the SI.

2. INSPECTION AND ACCEPTANCE - The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The SI reserves the right to inspect, test or evaluate any supplies or services that have been tendered for acceptance. The SI may require repair or replacement of nonconforming supplies or re-performances of nonconforming services at the Contractors expense. The SI must exercise its post acceptance rights- (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 "Indemnities") from and against all actions, causes of action, losses, liabilities, damages, suits, judgments, liens, awards, claims, expenses and costs including without limitation costs of litigation and counsel fees related thereto, or incident to establishing the right to indemnification, arising out of or in any way related to:

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

Any claims by a third party of actual or a legal nature arising out of the creation, delivery, publication and use of any data or in any way related to:

(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.

SI 147A - Purchase Order Terms and Conditions
February 2018 (Rev.)
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 12, 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 Officer 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

• 52.239-1 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 Universal Numbering System (DUNS) NumberUnique Entity Identifier
• 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
• 52.222-54 Employment Eligibility Verification (E- Verify)
• 52.228-8 Liability and Insurance Leased Motor Vehicles
• 52.233-4 Applicable Law for Breach of Contract Claim
• 52.236-5 Material and Workmanship
• 52.247-29 F.o.b. Origin
• 52.247-34 F.o.b. Destination
1. **Smithsonian Data:** (a) The Smithsonian Institution ("Smithsonian") retains sole ownership of, and unrestricted rights to, any and all physical or electronic information collected, processed, or stored by or on behalf of the Smithsonian ("Smithsonian Data"), which is defined to include personal information, also referred to as personally identifiable information ("PII"), i.e., information about individuals, which may or may not be publicly 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, online identifiers such as IP address, device IDs, and cookie data, and any other information defined as “personal information,” “personal data” (or other analogous variations of such terms) under the applicable privacy, security and data protection laws (“PII”). (b) Contractor shall maintain, transmit, and retain in strictest confidence, and prevent the unauthorized duplication, use and disclosure of Smithsonian Data. (i) Contractor shall only access, maintain, use, and disclose Smithsonian Data to the extent necessary to carry out the requirements of this contract, and shall not use Smithsonian Data for any other purposes, including testing or training purposes. (ii) 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. (iii) Contractor shall ensure that all Smithsonian Data is protected from unauthorized access, disclosure, modification, theft, loss, and destruction. (iv) 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, 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. (v) 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. (c) 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 with the requirements in this contract. Contractor shall, as requested by the COTR, complete, or assist Smithsonian staff with the completion of, a privacy and/or security review which might include providing requested information and documentation about how Smithsonian Data is used, collected, maintained, stored, or shared. (d) Contractor shall make any Smithsonian Data accessible to the COTR as soon as possible, but no later than ten calendar days of receiving a request from the COTR, and shall transfer all Smithsonian Data to the COTR no later than thirty calendar days from the date of such request from the COTR. 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. (e) 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 calendar days of receiving a request from the COTR or at the expiry of this contract. (f) Contractor shall only be permitted to use non-Smithsonian provided information technology resources to access or maintain Smithsonian Data if Contractor provides, and the COTR approves, the following written certifications about the non-Smithsonian provided information technology resources: (i) Contractor shall maintain an accurate inventory of the information technology resources; (ii) Contractor shall keep all software installed on the information technology resources, especially software used to protect the security of the information technology resources, current and free of significant vulnerabilities; (iii) 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) Contractor shall utilize anti-viral software on all non-SI information technology resources used under this contract; and (v) Contractor shall encrypt all transmissions of PII using Transport Layer Security 1.2 or higher with secure cyphers. Secure Sockets Layer shall not be used. (g) Unless more substantial requirements are provided for herein, Contractor is responsible for, at a minimum, applying industry best practice background screening, security and privacy training, and other appropriate personnel security safeguards to the services performed under this contract. (h) Contractor shall, if requested by the COTR, require its employees to sign a nondisclosure agreement, sign a conflict of interest agreement, and/or sign an acknowledgement of the requirements in this contract.

2. **Privacy Breach or IT Security Incident:** In the event of (i) any action that threatens or is likely to threaten the confidentiality, integrity, or availability of Smithsonian IT resources (including computer hardware and software, data, communication links, mobile devices, digitized assets, automated processes, physical computing environments, and associated personnel, whether located inside or outside of the Smithsonian); (ii) any activity that violates Smithsonian IT Security policies provided by the COTR; (iii) any suspected or confirmed loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or situation where persons other than authorized users or for an
other than authorized purpose have access or potential access to Smithsonian Data or PII in a usable form, whether physical or electronic; or (iv) any suspected loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or situation where persons other than authorized users or for an other than authorized purpose have access or potential access to PII in a usable form, whether physical or electronic (collectively, “Incident”), Contractor shall: (a) Immediately, but no later than twenty-four hours after discovery, report the Incident to the Smithsonian Office of the Chief Information Officer (“OCIO”) Help Desk by calling 202-633-4000 and, if the OCIO Help Desk does not answer the telephone, leaving a voicemail which includes the name of Contractor, a brief summary of the Incident, and a return telephone number; (b) The Contractor shall cooperate with Smithsonian investigations and response activities for breaches or incidents that include the Contractor’s IT resources or personnel. (c) Follow industry standard best practices to correct and mitigate any damages resulting from the Incident; and (d) Indemnify and hold the Smithsonian harmless from any costs incurred by the Smithsonian in connection with such Incident.

3. Public-Facing Software: (a) Any application, system, software, or website used to fulfill the terms of this contract, which can be accessed by members of the public (“Public-Facing Software”) shall comply with Smithsonian’s Privacy Statement (located at Smithsonian Institution’s Privacy Statement | Smithsonian Institution (si.edu) and the Smithsonian Kids Online Privacy (“SKOP”) Statement (located at http://www.si.edu/privacy/kids), and such Public-Facing Software shall provide the public with privacy notices in locations that are acceptable in accordance with these policies. (b) For kiosks and interactives developed by Contractor, the Contractor shall take all reasonably necessary steps to ensure they will be maintained with antivirus software and routine patching. (c) If Contractor discovers that information was collected from someone under the age of 13 in violation of the SKOP’s parental permission requirements, Contractor shall provide notice to the Smithsonian Privacy Office as soon as possible, but no later than 24 hours after discovery, and delete that information as soon as possible, but no later than 24 hours after discovery. (d) Any Public-Facing Software that employs tracking technology (such as a cookie, pixel, web bug, or web beacon) or collects contact information shall provide all users with legally-compliant notice of its data collection and tracking practices, and any required consumer choices (including the opportunity to opt-in or opt-out, as required). as well as: (i) for those who opt-out or decline the “opt-in,” reasonable access to the Public-Facing Software; and (ii) for those who “opt-in”, a subsequent and accessible opportunity to request that the tracking or communications cease (i.e., “opt-out”).

4. Cardholder Data and PCI Sensitive Authentication Data: (a) Any Contractor that collects, processes, stores, transmits, or affects the security of cardholder data or Payment Card Industry (“PCI”) sensitive authentication data, either directly or through a third party, in order to carry out the requirements of this contract shall provide the COTR: (i) before this contract begins and annually thereafter, for Contractor and for any third party vendor that processes, stores, transmits, or affects the security of cardholder data or PCI sensitive authentication data, a current, complete, comprehensive, and signed PCI Data Security Standard (“DSS”) Attestation of Compliance (AOC), a template for which may be accessible in the online document library of the PCI Security Standards Council (“SSC”); (ii) the PCI DSS Requirement Management Form provided by the COTR, which asks whether Contractor or a third party shall be responsible for ensuring that certain key DSS requirements are met; (iii) for each Payment Application, i.e., application, system, software, or website used to electronically process, store, or transmit cardholder data or PCI sensitive authentication data as defined by the SSC, the listing from the SSC website’s List of Validated Payment Applications; (iv) for each payment device, the listing from the SSC website’s Approved Personal Identification Number Transaction Security (“PTS”) Devices list; (v) for each system used to process Point of Sale card-present transactions, the listing from the SSC website’s Point-to-Point Encryption Solutions list; and (vi) if requested, any additional evidence needed to determine the PCI compliance of activities related to this contract. (b) All credit card-present transactions at the Smithsonian must be processed through a PCI SSC P2PE solution and be EMV compatible. (c) Contractor shall provide the documents and listings identified in Paragraph 4(a) before it shall be permitted to use the relevant technology, and 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 or listings becoming inaccurate. (d) Each payment device that collects, processes, stores, transmits, or affects the security of cardholder data or PCI sensitive authentication data, either directly or through a third party, must adhere to the current PTS standard maintained by the SSC; (e) Each system used to process Point of Sale card-present transactions must comply with the Smithsonian Office of the Chief Information Officer (“OCIO”) standards provided by the COTR, to include the Technical Note IT-930-TN99, Implementation of P2PE Devices and TransArmor Services, or its successor. (f) Contractor shall be responsible for securing cardholder data or PCI sensitive authentication data any time Contractor possesses or otherwise stores, processes or transmits on behalf of the Smithsonian, or to the extent that Contractor could impact the security of the Smithsonian’s cardholder data environment, i.e., the people, processes and technologies that store, process, or transmit cardholder data or PCI sensitive authentication data by, or on behalf of, the Smithsonian. (g)
Additional requirement for service providers only: Service providers acknowledge in writing to customers that they are responsible for the security of cardholder data the service provider possesses or otherwise stores, processes, or transmits on behalf of the customer, or to the extent that they can impact the security of the customer’s cardholder data environment.

5. IT Systems and Cloud Services: (a) For any Cloud System (i.e., computing service provided on-demand via a shared pool of configurable resources instead of via separate dedicated computing resources or information technology system) Contractor develops, operates, or maintains on behalf of the Smithsonian, 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 Risk Management Framework. (b) For Cloud Systems 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. (c) For Cloud Systems which are not FedRAMP certified, and all other Contractor-hosted systems and websites, 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. (d) For websites or web servers hosted outside of the Smithsonian Herndon Data Center, the Contractor must allow OCIO to perform vulnerability scanning and penetration testing. Website owners should consult with information technology security staff to determine specific needs for their environment. (e) The Contractor shall maintain all Smithsonian Data inside the United States. (f) For Contractor custom developed (non-COTS) systems and websites to be hosted at the Smithsonian, 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. (g) For Contractor developed applications or Contractor built interactive systems (e.g., public-facing exhibit technology incorporated through digital signage, custom interactives, content players, media players, audio streaming devices, lighting or control automation systems), Contractor shall not circumvent the security of system (e.g., the use of backdoor or maintenance hook provisions are prohibited). (h) Contractor shall not implement into live production or 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 Smithsonian Office of the Chief Information Officer (“OCIO”) and the Smithsonian Privacy Officer via the COTR. Contractor will resolve security deficiencies in order to successfully meet the applicable requirements of this section.

6. Credentials and Network Access: (a) Contractor and Contractor’s employees who have access to Smithsonian network/systems shall, when requested by the COTR, complete Smithsonian-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 Smithsonian background check, and/or provide notice of 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 networks/systems. (b) Contractor shall notify the COTR at least two weeks before any of Contractor’s employee requiring a Smithsonian credential, network account or other access, or other Smithsonian-furnished equipment stops supporting the work of this contract. In the event that Contractor is not provided two weeks’ notice by its employee, Contractor will notify the COTR as soon as Contractor becomes aware of the employee’s departure from the contracted work. (c) Contractor shall, when any employee requiring a Smithsonian credential, network account or other access, or other Smithsonian furnished equipment stops supporting the work of this contract, provide such employee’s Smithsonian credential and any Smithsonian furnished equipment to the COTR within three business days.

7. California Consumer Privacy Act: (a) The California Consumer Privacy Act, including any regulations and amendments implemented thereto (“CCPA”) shall apply to any information collected from California residents on behalf of the Smithsonian. (b) For purposes of the CCPA, Contractor shall be considered a service provider and the Smithsonian is a business. (c) Contractor shall not collect, maintain, store, use, disclose, or share PII for a commercial purpose other than providing the services or performing its obligations to the Smithsonian. (d) Without limiting the foregoing, Contractor: (i) will not sell PII (as “sell” or “sale” is defined by the CCPA); (ii) will not retain, use, or disclose Personal Information outside of the direct business relationship between Contractor and the Smithsonian; and (iii) certifies that it understands the restrictions in this section and will comply with them. (e) Upon request by the Smithsonian, Contractor will assist the Smithsonian in the Smithsonian’s fulfillment of any individual’s request to access, delete, or correct PII. (f) Contractor will promptly notify the Smithsonian following Contractor’s receipt of any request or complaint relating to any PII (unless applicable law prohibits such notification). Contractor will not respond to any such request or complaint, other than to redirect to the Smithsonian, unless expressly authorized to respond by the Smithsonian.
8. **European Economic Area.** This contract does not include the collection or processing of Personal Information relating to individuals located in the European Economic Area.

9. **Terms:** The bolded headings at the start of each section of this Smithsonian Institution Privacy and Security Clause are included only to assist the reader in navigating this Smithsonian Institution Privacy and Security Clause. The Parties intend the bolded headings to have no legal effect, and agree that the bolded headings are not intended to limit or modify any other language in this Smithsonian Institution Privacy and Security Clause.
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.
Notice to all Current and Prospective Smithsonian Institution Contractors

Subject: Mandatory Registration in the System for Award Management (SAM)

Individuals and companies that want to do business with U.S. government agencies, including the Smithsonian Institution, are required to maintain active and valid registrations in the System for Award Management (SAM). We are informing you of this requirement because you are a vendor who has been requested to present pricing and/or proposals for goods or services, is currently participating in a Smithsonian solicitation for goods or services, or is already providing goods or services to the Smithsonian.

Registration with SAM is free and accomplished via https://www.sam.gov. Included with this letter are tips on how to register in SAM. These have been written by the Smithsonian Office of Contracting and Personal Property Management and are intended to convey specific information on how to register with SAM to do business with the Smithsonian. Full guidance on how to register in SAM is available from the Federal Services Help Desk (FSD) and Professional Technical Assistance Centers, as described in the tips.

Thank you for your attention to this matter. If you received this letter in conjunction with a solicitation or Request for Quote, please address any questions you may have to the Smithsonian point of contact whose name and telephone number are provided therein.

Sincerely,

Thomas E. Dempsey
Director
General Tips for Businesses To Register in SAM

1. **There is assistance directly on the SAM website to start registration.** Look for quick start guides and the SAM user manual using the Help tab on the SAM.gov website. These guides are helpful for vendors in completing the SAM registration process.

2. **Registration in SAM is Free.** If you search online for SAM registration your search might return businesses that will assist you with SAM registration for a fee. You are not required to utilize these services, and the Smithsonian does not reimburse for their use. The easiest way to ensure you are in the right location is to navigate directly to [www.SAM.gov](http://www.SAM.gov).

3. **Free assistance with SAM registration is available via the Federal Service Desk (FSD).** This is available at [http://www.fsd.gov](http://www.fsd.gov), or at the toll-free number 1-866-606-8220.

4. **APEX Accelerators offer free assistance with SAM registration.** These offices are non-profit, non-governmental organizations established to assist you with doing business with the government. You must use the local or regional office closest to your business address. Locate the center nearest at [https://www.apexaccelerators.us/#/](https://www.apexaccelerators.us/#/).

5. **You control all information entered into SAM, and may opt out of public searches.** If you choose to opt out of public searches, please notify the Smithsonian employee you are working with and provide confirmation of your SAM registration.

6. **Be sure to keep your SAM registration up-to-date.** After you have completed registration you will be required to update your information if it ever changes (such as mailing address or banking records) and notify Smithsonian staff as soon as possible. Keep your Unique Entity Identifier Number in a safe place, you will need it to renew or update your registration.

Tips on Valid Registrations:

7. **Your registration must be active before the purchase can be made.** Obtaining a Unique Entity Identifier only is only the first step to a complete registration. You must complete all steps thereafter and be listed in SAM with a record labeled “Active.”

8. **If you have a registration that inactive, then your registration must be made active before you can receive a procurement.** Inactive records cannot be used for a purchase. Your SAM registration must be active throughout the term of the award.

9. **If you have a registration that requires updates then your updates must be complete before you can receive a procurement.** Changes to information including (but not limited to) company or contact names, banking information, and addresses must be completed before you may receive an award. If changes to any information in your SAM registration must be made during the timeframe of an award then you must notify the Procurement Officer who issued the award within two business days of the change in information.

10. **You must register as eligible to receive “All Awards” to qualify for Smithsonian Awards.** In the SAM registration process, you will be asked for your purpose of registration. The question is “Why are you registering this entity to do business with the U.S. Government?” You must answer this question with “I want to be able to bid on federal contracts or other government opportunities. I also want to be able to apply for grants, loans, and other financial assistance programs.” This option will allow you to accept procurements issued by the Smithsonian. Do not select “I only want to apply for federal assistance opportunities like grants, loans, and other financial assistance programs.” If you register for assistance opportunities only then procurements may be delayed until your record is corrected.
11. **The name of your business (entity) that you enter in SAM must match your IRS Tax Payer Consent Name.** This will be the name that Smithsonian will use to register your entity in our internal payment and tax reporting system. If your SAM entity name and your Tax Payer Consent Name differ this can create problems during the Smithsonian vendor enrollment and tax reporting processes, as well as for you when paying taxes. (These two names may be allowed to differ only if you are a single member LLC, and you report and pay taxes to the IRS using the owners name and tax id. In this case, IRS will count the owners name and tax id as the legal business name while disregarding the legal business name of the LLC registered in SAM.)

**Tips on Entity Administrators**

SAM requires each non-federal entity to have someone with the role of Entity Administrator. SAM will appoint the Entity Administrator role to the first individual who registers a new business entity. They will have the capability to update, renew and end your registration. They will also have the authority to appoint administrative roles with SAM to your entity’s staff and to assign other users within your entity to become an Entity Administrator. This administrator must be an employee of your entity. Information for new Entity Administrators and on role assignment is found in the FSD knowledge base.

It is important that your entity always have a current Entity Administrator. If, for any reason your, Entity Administrator leaves your entity before appointing a replacement and you do not have a current administrator, then you must follow the process to appoint a replacement. This process includes submitting a notarized Entity Administrator Appointment Letter and may take several weeks to complete. Your SAM registration will not be editable or renewable until you have a new Entity Administrator. Information on appointing a replacement Entity Administrator is found in the FSD knowledge base.
SMITHSONIAN INSTITUTION

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

1) Stacy Cavanagh, 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.
The first formulation of standards of practice and professional relations by any group of art conservators was produced by the IIC-American Group (now AIC) Committee on Professional Standards and Procedures. Formed at the second regular meeting of the IIC-AG, in Detroit, May 23, 1961, the committee worked under the direction of Murray Pease, conservator, Metropolitan Museum of Art; other members of the committee were Henri H. Courtais, Dudley T. Easby, Rutherford J. Gettens, and Sheldon Keck. The Report of the Murray Pease Committee: IIC American Group Standards of Practice and Professional Relations for Conservators was adopted by the IIC-AG at the 4th annual meeting in New York on June 8, 1963. It was published in *Studies in Conservation* in August 1964, 9(3):116–21. The primary purpose of this document was: “to provide accepted criteria against which a specific procedure or operation can be measured when a question as to its adequacy has been raised.”

The first formulation of a code of ethics for art conservators was adopted by the members of IIC-American Group at the annual meeting in Ottawa, Ontario, Canada, on May 27, 1967. It was produced by the Committee on Professional Relations: Sheldon Keck, chair; Richard D. Buck; Dudley T. Easby; Rutherford J. Gettens; Caroline Keck; Peter Michaels, and Louis Pomerantz. The primary purpose of this document was: “to express those principles and practices which will guide the art conservator in the ethical practice of his profession.”

These two documents, *The Murray Pease Report: Standards of Practice and Professional Relationships for Conservators* and the *Code of Ethics for Art Conservators* were published in booklet form by the IIC-AG in May 1968 together with the Articles of Association of IIC and Bylaws of the American Group.

In 1977, the Ethics and Standards Committee (Elisabeth C. G. Packard, chair; Barbara H. Beardsley; Perry C. Huston; Kate C. Lefferts; Robert M. Organ; and Clements L. Robertson) was charged with updating the two documents to reflect changes in the profession. The 1968 format was retained, except that the more general *Code of Ethics* was placed first as Part One, followed by the *Standards of Practice* as Part Two. These revised versions of the code and standards were approved by the Fellows of AIC on May 31, 1979, at the annual meeting in Toronto. This document was amended on May 24, 1985, at the annual meeting in Washington, D.C., to reflect the addition to the AIC Bylaws of procedures for the reporting, investigation, and review of alleged violations of the code and standards and of mechanisms for appealing such allegations.

Between 1984 and 1990 the Ethics and Standards Committee, responding to further growth and change in the profession, and following on several years of AIC discussion on the issue of certification, was charged by the AIC Board to work on more substantial revisions of the document. This was done by soliciting commentary from the specialty groups and also from the membership via issues sessions at the annual meetings in Chicago (1986) and Cincinnati (1989). Following this, a document consisting of a new simplified *Code*, prepared by the
committee, and a revised *Standards*, prepared primarily by the board was presented to the membership for discussion at the 1990 annual meeting in Richmond. The consensus of the membership at the meeting was to continue the revision process. During these important years, the members of the committee were, Elisabeth Batchelor, chair; Robert Futernick; Meg Loew Craft (until 1989); Elizabeth Lunning (from 1987); Carol C. Mancusi-Ungaro; and Philip Vance (until 1986). In 1989, the committee added corresponding members Barbara Appelbaum, Paul N. Banks, Steven Prins, and Elisabeth West FitzHugh.

In 1990, the AIC Board charged a newly appointed committee to assess the role and use of the two parts of the *Code of Ethics and Standards for Practice* and as well to analyze specific difficulties within them. The committee first undertook an in-depth comparative analysis of the two sections, organizing them topically and relating them to other codes of ethics both in conservation and in other professions. Between September 1991 and May 1992, the committee produced five lengthy discussion papers on basic issues as supplements to the *AIC News* (prior to November 1991, the *AIC Newsletter*).

From these papers, the committee compiled an extensive body of commentary from the membership and specialty groups, supplementing that obtained previously. It then began the creation of a new revision of the entire document, the first draft of which was published in the September 1993 *AIC News* following a discussion session at the 1993 annual meeting in Denver. A revised draft was published in the May 1994 *AIC News* and discussed at the 1994 annual meeting in Nashville.

The final version of the document, consisting of a new simplified *Code of Ethics* and the creation of *Guidelines for Practice* to replace the *Standards of Practice*, was prepared and approved by AIC Fellows and Professional Associates through a mail vote in August 1994. The goals and purposes of the committee and the problematic issues it sought to address in creating the revised document are fully described in the committee’s columns in the September 1991 *AIC Newsletter* and September 1993 *AIC News*.

Ethics and Standards Committee members from 1990 through 1994 and involved in the creation of the revised *Code and Guidelines* were: Debbie Hess Norris (chair, resigned 1993); Donna K. Strahan (co-chair 1993–94, chair 1994); Carol Aiken (co-chair from 1993, resigned 1994); Nancy Ash; Dan Kushel; Robert Espinosa (from 1993); and Paul Himmelstein (from 1994).

*Commentaries:*

An integral part of the revision plan was also to initiate the creation of a second document, *Commentaries to the Guidelines for Practice*, upon final approval of the *Code and Guidelines*. Proposed to the committee by then AIC President Paul Himmelstein, this document was designed to amplify and define current accepted practice for each of the *Guidelines* while accommodating the individual needs of each area of professional specialization, and as well, allowing for future growth and change in practice through a simplified amendment process. Among core documents of professional conservation organizations, the *AIC Commentaries* are unique.

The creation of the *Commentaries* began in 1995, with full involvement of all AIC Specialty Groups and the Ethics and Standards Committee. The working process is fully described in the March 1995 *AIC News*. A Commentaries Task Force chaired by Paul Himmelstein was
created in 1999 to further facilitate the process. The first Commentaries (24-28 on documentation) were approved by the Board in 1996. The final Commentaries, completing the set for all twenty-nine Guidelines, were finished in 2000 and approved by the AIC Board in May 2001.

Major revisions of Commentaries 24 and 28, to accommodate the transition to digital documentation in conservation practice, were developed by the AIC Digital Photographic Documentation Task Force chaired by Jeffrey Warda and were approved by the AIC Board in 2008. A detailed discussion of these revisions appears in Jeffrey Warda, ed. The AIC Guide to Photography and Conservation Documentation, Second Edition, 2011, chapter 5, part 6.

Historical background prepared by:

- Elisabeth C. G. Packard, Chair, Ethics and Standards Committee 1977-79 Amended May 24, 1985

- Revised August 1994; Revised and amended February 2015, Dan Kushel, member (1990-94) and Chair, Ethics and Standards Committee 1995-96
PREAMBLE

The primary goal of conservation professionals, individuals with extensive training and special expertise, is the preservation of cultural property. Cultural property consists of individual objects, structures, or aggregate collections. It is material which has significance that may be artistic, historical, scientific, religious, or social, and it is an invaluable and irreplaceable legacy that must be preserved for future generations.

In striving to achieve this goal, conservation professionals assume certain obligations to the cultural property, to its owners and custodians, to the conservation profession, and to society as a whole. This document, the Code of Ethics and Guidelines for Practice of the American Institute for Conservation of Historic & Artistic Works (AIC), sets forth the principles that guide conservation professionals and others who are involved in the care of cultural property.

CODE OF ETHICS OF THE AMERICAN INSTITUTE FOR CONSERVATION OF HISTORIC & ARTISTIC WORKS

I. The conservation professional shall strive to attain the highest possible standards in all aspects of conservation, including, but not limited to, preventive conservation, examination, documentation, treatment, research, and education.

II. All actions of the conservation professional must be governed by an informed respect for the cultural property, its unique character and significance, and the people or person who created it.

III. While recognizing the right of society to make appropriate and respectful use of cultural property, the conservation professional shall serve as an advocate for the preservation of cultural property.

IV. The conservation professional shall practice within the limits of personal competence and education as well as within the limits of the available facilities.

V. While circumstances may limit the resources allocated to a particular situation, the quality of work that the conservation professional performs shall not be compromised.

VI. The conservation professional must strive to select methods and materials that, to the best of current knowledge, do not adversely affect cultural property or its future examination, scientific investigation, treatment, or function.

VII. The conservation professional shall document examination, scientific investigation, and treatment by creating permanent records and reports.

VIII. The conservation professional shall recognize a responsibility for preventive conservation by endeavoring to limit damage or deterioration to cultural property, providing guidelines for continuing use and care, recommending appropriate environmental conditions for storage and exhibition, and encouraging proper procedures for handling, packing, and transport.
IX. The conservation professional shall act with honesty and respect in all professional relationships, seek to ensure the rights and opportunities of all individuals in the profession, and recognize the specialized knowledge of others.

X. The conservation professional shall contribute to the evolution and growth of the profession, a field of study that encompasses the liberal arts and the natural sciences. This contribution may be made by such means as continuing development of personal skills and knowledge, sharing of information and experience with colleagues, adding to the profession's written body of knowledge, and providing and promoting educational opportunities in the field.

XI. The conservation professional shall promote an awareness and understanding of conservation through open communication with allied professionals and the public.

XII. The conservation professional shall practice in a manner that minimizes personal risks and hazards to co-workers, the public, and the environment.

XIII. Each conservation professional has an obligation to promote understanding of and adherence to this Code of Ethics.

The conservation professional should use the following Guidelines and supplemental Commentaries together with the AIC Code of Ethics in the pursuit of ethical practice. The Commentaries are separate documents, created by the AIC membership, that are intended to amplify this document and to accommodate growth and change in the field.
GUIDELINES FOR PRACTICE OF THE AMERICAN INSTITUTE FOR CONSERVATION OF HISTORIC & ARTISTIC WORKS

PROFESSIONAL CONDUCT

1. **Conduct**: Adherence to the *Code of Ethics and Guidelines for Practice* is a matter of personal responsibility. The conservation professional should always be guided by the intent of this document, recognizing that specific circumstances may legitimately affect professional decisions.

2. **Disclosure**: In professional relationships, the conservation professional should share complete and accurate information relating to the efficacy and value of materials and procedures. In seeking and disclosing such information, and that relating to analysis and research, the conservation professional should recognize the importance of published information that has undergone formal peer review.

3. **Laws and Regulations**: The conservation professional should be cognizant of laws and regulations that may have a bearing on professional activity. Among these laws and regulations are those concerning the rights of artists and their estates, occupational health and safety, sacred and religious material, excavated objects, endangered species, human remains, and stolen property.

4. **Practice**: Regardless of the nature of employment, the conservation professional should follow appropriate standards for safety, security, contracts, fees, and advertising.
   - 4a. **Health and Safety**: The conservation professional should be aware of issues concerning the safety of materials and procedures and should make this information available to others, as appropriate.
   - 4b. **Security**: The conservation professional should provide working and storage conditions designed to protect cultural property.
   - 4c. **Contracts**: The conservation professional may enter into contractual agreements with individuals, institutions, businesses, or government agencies provided that such agreements do not conflict with principles of the Code of Ethics and Guidelines for Practice.
   - 4d. **Fees**: Fees charged by the conservation professional should be commensurate with services rendered. The division of a fee is acceptable only when based on the division of service or responsibility.
   - 4e. **Advertising**: Advertising and other representations by the conservation professional should present an accurate description of credentials and services. Limitations concerning the use of the AIC name or membership status should be followed as stated in the AIC Bylaws, section II, 13.

5. **Communication**: Communication between the conservation professional and the owner, custodian, or authorized agent of the cultural property is essential to ensure an agreement that reflects shared decisions and realistic expectations.

6. **Consent**: The conservation professional should act only with the consent of the owner, custodian, or authorized agent. The owner, custodian, or agent should be informed of any circumstances that necessitate significant deviations from the
agreement. When possible, notification should be made before such changes are made.

7. **Confidentiality:** Except as provided in the Code of Ethics and Guidelines for Practice, the conservation professional should consider relationships with an owner, custodian, or authorized agent as confidential. Information derived from examination, scientific investigation, or treatment of the cultural property should not be published or otherwise made public without written permission.

8. **Supervision:** The conservation professional is responsible for work delegated to other professionals, students, interns, volunteers, subordinates, or agents and assignees. Work should not be delegated or subcontracted unless the conservation professional can supervise the work directly, can ensure proper supervision, or has sufficient knowledge of the practitioner to be confident of the quality of the work. When appropriate, the owner, custodian, or agent should be informed if such delegation is to occur.

9. **Education:** Within the limits of knowledge, ability, time, and facilities, the conservation professional is encouraged to become involved in the education of conservation personnel. The objectives and obligations of the parties shall be agreed upon mutually.

10. **Consultation:** Since no individual can be expert in every aspect of conservation, it may be appropriate to consult with colleagues or, in some instances, to refer the owner, custodian, or authorized agent to a professional who is more experienced or better equipped to accomplish the required work. If the owner requests a second opinion, this request must be respected.

11. **Recommendations and References:** The conservation professional should not provide recommendations without direct knowledge of a colleague’s competence and experience. Any reference to the work of others must be based on facts and personal knowledge rather than on hearsay.

12. **Adverse Commentary:** A conservation professional may be required to testify in legal, regulatory, or administrative proceedings concerning allegations of unethical conduct. Testimony concerning such matters should be given at these proceedings or in connection with paragraph 13 of these Guidelines.

13. **Misconduct:** Allegations of unethical conduct should be reported in writing to the AIC president as described in the AIC Bylaws, section II, 12. As stated in the bylaws, all correspondence regarding alleged unethical conduct shall be held in the strictest confidence. Violations of the Code and Guidelines that constitute unethical conduct may result in disciplinary action.

14. **Conflict of Interest:** The conservation professional should avoid situations in which there is a potential for a conflict of interest that may affect the quality of work, lead to the dissemination of false information, or give the appearance of impropriety.
15. **Related Professional Activities:** The conservation professional should be especially mindful of the considerable potential for conflict of interest in activities such as authentication, appraisal, or art dealing.

**EXAMINATION AND SCIENTIFIC INVESTIGATION**

16. **Justification:** Careful examination of cultural property forms the basis for all future action by the conservation professional. Before undertaking any examination or tests that may cause change to cultural property, the conservation professional should establish the necessity for such procedures.

17. **Sampling and Testing:** Prior consent must be obtained from the owner, custodian, or agent before any material is removed from a cultural property. Only the minimum required should be removed, and a record of removal must be made. When appropriate, the material removed should be retained.

18. **Interpretation:** Declarations of age, origin, or authenticity should be made only when based on sound evidence.

19. **Scientific Investigation:** The conservation professional should follow accepted scientific standards and research protocols.

**PREVENTIVE CONSERVATION**

20. **Preventive Conservation:** The conservation professional should recognize the critical importance of preventive conservation as the most effective means of promoting the long-term preservation of cultural property. The conservation professional should provide guidelines for continuing use and care, recommend appropriate environmental conditions for storage and exhibition, and encourage proper procedures for handling, packing, and transport.

**TREATMENT**

21. **Suitability:** The conservation professional performs within a continuum of care and will rarely be the last entrusted with the conservation of a cultural property. The conservation professional should only recommend or undertake treatment that is judged suitable to the preservation of the aesthetic, conceptual, and physical characteristics of the cultural property. When nonintervention best serves to promote the preservation of the cultural property, it may be appropriate to recommend that no treatment be performed.

22. **Materials and Methods:** The conservation professional is responsible for choosing materials and methods appropriate to the objectives of each specific treatment and consistent with currently accepted practice. The advantages of the materials and methods chosen must be balanced against their potential adverse effects on future examination, scientific investigation, treatment, and function.

23. **Compensation for Loss:** Any intervention to compensate for loss should be documented in treatment records and reports and should be detectable by common examination methods. Such compensation should be reversible and
should not falsely modify the known aesthetic, conceptual, and physical characteristics of the cultural property, especially by removing or obscuring original material.

**DOCUMENTATION**

24. **Documentation**: The conservation professional has an obligation to produce and maintain accurate, complete, and permanent records of examination, sampling, scientific investigation, and treatment. When appropriate, the records should be both written and pictorial. The kind and extent of documentation may vary according to the circumstances, the nature of the object, or whether an individual object or a collection is to be documented. The purposes of such documentation are:

- to establish the condition of cultural property;
- to aid in the care of cultural property by providing information helpful to future treatment and by adding to the profession's body of knowledge;
- to aid the owner, custodian, or authorized agent and society as a whole in the appreciation and use of cultural property by increasing understanding of an object's aesthetic, conceptual, and physical characteristics; and
- to aid the conservation professional by providing a reference that can assist in the continued development of knowledge and by supplying records that can help avoid misunderstanding and unnecessary litigation.

25. **Documentation of Examination**: Before any intervention, the conservation professional should make a thorough examination of the cultural property and create appropriate records. These records and the reports derived from them must identify the cultural property and include the date of examination and the name of the examiner. They also should include, as appropriate, a description of structure, materials, condition, and pertinent history.

26. **Treatment Plan**: Following examination and before treatment, the conservation professional should prepare a plan describing the course of treatment. This plan should also include the justification for and the objectives of treatment, alternative approaches, if feasible, and the potential risks. When appropriate, this plan should be submitted as a proposal to the owner, custodian, or authorized agent.

27. **Documentation of Treatment**: During treatment, the conservation professional should maintain dated documentation that includes a record or description of techniques or procedures involved, materials used and their composition, the nature and extent of all alterations, and any additional information revealed or otherwise ascertained. A report prepared from these records should summarize this information and provide, as necessary, recommendations for subsequent care.

28. **Preservation of Documentation**: Documentation is an invaluable part of the history of cultural property and should be produced and maintained in as permanent a manner as practicable. Copies of reports of examination and treatment must be given to the owner, custodian, or authorized agent, who should be advised of the importance of maintaining these materials with the cultural property. Documentation is also an important part of the profession's body of knowledge. The conservation professional should strive to preserve these records
and give other professionals appropriate access to them, when access does not contravene agreements regarding confidentiality.

**EMERGENCY SITUATIONS**

29. **Emergency Situations:** Emergency situations can pose serious risks of damage to or loss of cultural property that may warrant immediate intervention on the part of the conservation professional. In an emergency that threatens cultural property, the conservation professional should take all reasonable action to preserve the cultural property, recognizing that strict adherence to the Guidelines for Practice may not be possible.

**AMENDMENTS**

**Amendments:** Proposed amendments to the *Code of Ethics and Guidelines for Practice* must be initiated by petition to the AIC Board of Directors from at least five members who are Fellows or Professional Associates of AIC. The board will direct the appropriate committee to prepare the amendments for vote in accordance with procedures described in Section VII of the Bylaws. Acceptance of amendments or changes must be affirmed by at least two-thirds of all AIC Fellows and Professional Associates voting.

**COMMENTARIES**

Commentaries are prepared or amended by specialty groups, task forces, and appropriate committees of AIC. A review process shall be undergone before final approval by the AIC Board of Directors.

*Revised August 1994*