

Technical or Professional, Non-personal Services

The National Museum of Natural History's Biorepository, Smithsonian Institution (SI), issues this Request for Quotes (RFQ) for technical, professional, non-personal services to provide Biorepository support services in accordance with the Statement of Work (SOW).

I. SUBMITTING YOUR QUOTE

Price quotes may be submitted by **electronic mail (email) only**. Quotes are due by 5 PM, on Friday, 11 July 2014.

To:

Smithsonian Institution
National Museum of Natural History
Biorepository
4210 Silver Hill Rd.
Suitland, MD 20746

Attn: Chris Huddleston
Email to: huddlestonc@si.edu

You are hereby informed that quotes and other documents must be in either Microsoft Word or PDF format to be considered.

II. DESCRIPTION OF REQUIRED SERVICES

The SI has a requirement for technical support services at the NMNH Biorepository located at the Museum Support Center in Suitland, Maryland. A Labor-Hour contract will be awarded. The award will be for 8 months.

III. EVALUATION

*(NOTE: If selection for award will be based on price alone, be sure to cite that consideration here. If options years are desired be sure to request multiple year pricing. When price alone will be the basis for award then the factors below should be deleted. When the award will be based on **best value** then you must list your evaluation factors such as those on the following list. Another factor could be quality of sample provided if you want to receive samples. Whatever factors you use, the individuals/companies invited to submit quotes must each know how you intend to evaluate their capabilities to provide the services required.)*

The SI plans to award based on best value. The SI plans to award without discussions, however, does reserve the right to conduct discussions if later determined by the Contracting Officer to be necessary.

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

A. Relevant Experience/Past Performance

1. Relevant experience is that obtained within the past 5 years providing or performing services of similar size, scope, complexity and type of client that indicates your suitability for this project as described in the statement of work.
 - a. Include a brief summary of your training and experience working with museum collections.
 - b. Include a brief summary of your training and experience working with frozen tissue samples and/or DNA.
 - c. Include a brief summary of your experience working as an independent contractor or self-employed individual.
2. Past Performance should be indicated by a list of current or previous contracts or positions with names of points of contact and their current telephone numbers and e-mail addresses who can answer specific questions on quality, workmanship and scheduling. Provide contract periods of performance dates, dollar value, and brief description of the work performed. Include at least two references.

B. Résumés (or *curriculum vitae*) of potential contractor assignees is requested, which should demonstrate their relevant experience related to the tasks outlined in the statement of work.

C. Price. Provide a firm fixed price for the hourly rate. This price shall include all costs.

IV. INSURANCE REQUIREMENTS

Prospective contractors are required to have *General Liability Insurance for \$1,000,000 and auto insurance*. The SI must be listed as additional insured for the General Liability insurance. Proof of insurance must be submitted with quotes. Independent contractors under this RFQ may request to purchase insurance through the Smithsonian Institution Commercial General Liability for contractors if selected for an award. If you would like to purchase your insurance through the Smithsonian Institution policy, please indicate this information on your quote.

V. DUNS NUMBER

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

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

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

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

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

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

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

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

VII. LEGISLATIVE AND/OR ADMINISTRATIVE REQUIREMENTS

A. Service Contract Act of 1965, as amended

If services to be performed are covered by the Service Contract Act (SCA), as amended, the SCA shall apply to all work performed under the contract, purchase order, or GSA schedule task order to be issued. Individuals and companies submitting quotes are encouraged to verify the wages and fringe benefits determined by the U.S.

Department of Labor to be payable for the Labor Category and in within the location that work performance will occur as cited in the Statement of Work. The SCA wages and fringe benefits payable shall be part of the order award.

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

B. E-Verify

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

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

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

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

C. Background Investigations

If a contractor employee assigned to the SI under this contract will have an association with SI that will be greater than thirty (30) days, determined either at time of contract award or anytime during contract performance, and will need access to staff-only areas of SI controlled facilities and leased spaces, the employee shall be required to receive an SI Credential. Contractor employees who require an SI Credential shall be required to undergo and pass an appropriate background investigation and complete security awareness training before an SI Credential is issued. Employees whose associations with the SI will be less than 30 days shall not receive a background investigation or SI

Credential, however, they must be escorted by Credentialed personnel at all times when in staff-only areas of SI facilities. If relevant to this RFQ, a form OCon 520, Background Investigations and Credentials for Contractors' Personnel, is included. The SI Contracting Officer's Technical Representative (COTR) and successful vendor shall complete the following actions:

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. The COTR or other designated SI employee shall provide forms SF-87, Fingerprint Cards, to the Contractor. Each form SF-87 must be returned to the COTR, or other designated SI employee, within ten (10) workdays from receipt of the forms by the Contractor. When necessary, the forms SF-87 shall be submitted by the Contractor with the OF-306.

Homeland Security Policy Directive 12 (HSPD-12)

VIII. INFORMATION TO BE SUBMITTED WITH QUOTES

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

- A.** Project Title
- B.** Business name, address, telephone number, and DUNS number
- C.** Business point of contact name, telephone number and email address
- D.** Pricing. Ensure that hourly rate pricing is included.
- E.** Past Performance information should include the contract number, contact person with telephone number and other relevant information for recent relevant contracts for the same or similar services.
- F.** Certificates or other documentation confirming appropriate types and levels of insurance required are in effect, and other certificates and documentation requested.
- G.** If services are subject to the requirements of the Service Contract Act provide with your quote:
 1. U.S. Department of Labor wage determination hourly rate payable within the location of work performance
 2. Health and Welfare hourly rate payable within the location of work performance
 3. IFF hourly rate payable within the location of work performance
 4. G & A hourly rate payable (e.g., markup, overhead, etc.) within the location of work performance

5. Vacation hourly rate payable within the location of work performance
6. Holiday hourly rate payable within the location of work performance

- H.** If requested in the RFQ, provide résumés of personnel that may be assigned to perform work under the anticipated award.
- I.** When prices quoted are in accordance with the terms of a General Services Administration (GSA) schedule contract, provide the following information: your GSA contract number, SIN, goods and/or services pricing.
- J.** Indicate any discount to your GSA schedule contract pricing that is being extended to the SI by your price quote(s).
- K.** Cite the date through which pricing submitted is valid.

ATTACHMENT(S):

- Statement of Work for Biorepository support services, 13 June 2014.
- Form SI-147A, Smithsonian Institution Purchase Order Terms and Conditions

STATEMENT OF WORK

Biorepository Support Services, issued on 13 June 2014

The contractor shall provide the following support services to the National Museum of Natural History (NMNH) Biorepository:

1. Migrate the contents of specified NMNH freezers into the NMNH Biorepository freezers as assigned by the Biorepository Manager. This includes conducting physical inventories of samples and boxes, wrapping inventoried materials, and packing/unpacking of coolers. In addition, help with the transfer of specimen data from collecting units. Data can be in the form of full relational databases down to hand-written ledgers.
2. As necessary, operate, monitor, and assist users on key pieces of equipment (automated tube sorter, label machines, barcode scanners, RFID coding printers, biorepository software, etc.) and databases. Specifically, the contractor will query the NMNH KE EMu system and use the NMNH FreezerPro system. Training is available for both systems.
3. Work closely with the NMNH Biorepository to incorporate tissues, DNA extracts and all metadata into the new database as efficiently as possible, and to advise, based on experience, better workflows. In addition, help with the installation of small equipment in the Biorepository workroom and help store supplies and other materials.
4. Produce barcode labels and/or RFID tags for legacy samples and apply them to vials. As necessary, transfer materials from non-cryogenic vials to suitable vials or other packaging.
5. Assist with sub-sampling specimens for loans (intramural and extramural). This includes labeling tubes, generating pick lists, cutting samples, making preservative solutions, generating invoices, and trips to the shipping offices of MSC and NMNH.
6. As requested, check quality and/or concentration of DNA samples using spectrophotometers and other devices/methods.
7. Provide written reports, at least once per month, of inventory progress. These reports are to be in the form of Microsoft Excel spreadsheets.
8. Attend and participate in monthly Pan-Smithsonian Cryo-Initiative meetings, where the contractor will deliver a synopsis of inventory progress.
9. On-call for emergencies at least one week per month. During this on-call period, the contractor shall be the primary contact person for the Rees Scientific Centron and shall respond appropriately as needed to any emergency messages. Responses could include the need to come to the Biorepository and move collections from a failing freezer to a back-up freezer at any point in a 24 hour period. Therefore, personal transportation is a must. During this on call week the contractor is also responsible for an evening check of

conditions via Citrix/ReesWeb or phone and is to notify the Biorepository Manager of any anomalies immediately.

The Contractor shall be paid an hourly rate and may submit invoices on a monthly basis. This work is to be accomplished during normal working hours, 8 am to 6 pm, Monday-Friday, except Federal holidays or shutdown.

SMITHSONIAN INSTITUTION

PURCHASE ORDER TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision

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

10. TERMINATION FOR THE SMITHSONIAN'S CONVENIENCE - The SI reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable 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: (1) Technical requirements and descriptions, specifications, statements of work, drawings or designs; (2) Shipment or packing methods; (3) Place of delivery, inspection or acceptance; (4) Reasonable adjustments in quantities or delivery schedules or both; and, (5) SI-furnished property, if any. If any such change causes an increase or decrease in the cost of or the time required for performance of this purchase order, the Contractor shall inform the SI in writing within thirty (30) days after receipt of change request. Any additional charges must be approved in writing by the SI authorize procurement officer executing this purchase order. Contractor shall not make any changes without the written consent of the SI authority executing this purchase order.

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

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

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

injury to, or death of employees or agents of Contractor or any Subcontractor).

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

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

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

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

17. INSURANCE and BONDS - Contractor shall maintain at all times during the performance of this contract Commercial General Liability Insurance.

Contractor shall maintain Worker's Compensation Insurance in accordance with statutory requirements and limits.

If during the performance of this contract, a vehicle is required, contractor shall maintain business automobile insurance.

If this contract relates to any type of media exposure, then Contractor is required to have professional errors and omissions coverage.

If this contract requires Contractor to handle Smithsonian funds or guard or protect Smithsonian artifacts, Contractor will also be required to obtain a fidelity bond or crime insurance.

Limits of such bonds or insurance policies are to be determined. SI shall be listed as an "additional insured" under the comprehensive general liability and business automobile policies. Proof of insurance shall be in the form of a binder, policy, or certificate of insurance and this is to be submitted to the SI's Procurement Officer prior to work being initiated.

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

(A) Contractor's name, address, and taxpayer identification number (TIN).

(B) Invoice date and number. (C) Purchase order number including contract line item number. (D) Item description, quantity, unit of measure, unit price, and extended price. (E) Name, title, telephone and fax number, and mailing address of point of contact in the event of an invoice discrepancy. (F) Invoice total, payment discount terms and remittance address. (G) Shipping and payment terms (e.g. shipment number, date of shipment, and discount terms). Bill of lading number and weight of shipment should be included when using Smithsonian Institution bills of lading. Prepaid shipping costs shall be indicated as a separate item on the invoice. (H) Any other information or documentation required by other provisions of the contract.

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

of appropriate documentation that the expenses were incurred. Total travel cost will not be reimbursed for an amount that exceeds the estimated amount stated in this purchase order.

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

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

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

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

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

Smithsonian Clauses

- Minimum Insurance

FAR Clauses

- 52.222-3 Convict Labor
- 52.222-19 Child Labor
- 52.222-20 Walsh-Healey Public Contracts Act
- 52.222-21 Prohibition of Segregated Facilities
- 52.222-26 Equal Opportunity
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
- 52.222-36 Affirmative Action for Workers with Disabilities
- 52.222-41 Service Contract Act of 1965, As Amended
- 52.223-5 Pollution Prevention and Right-to-Know Information
- 52.225-1 Buy American Act-Supplies
- 52.225-13 Restrictions on Certain Foreign Purchases
- 52.232-11 Extras
- 52.233-3 Protest After Award
- 52.244-6 Subcontracts for Commercial Items

Additional FAR clauses that apply when applicable:

- 52.204-6 Data Universal Numbering System (DUNS) Number
- 52.204-7 Central Contractor Registration
- 52-208-4 Vehicle Lease Payments
- 52-208-5 Condition of Leased Vehicle
- 52-208-6 Marking of Leased Vehicles
- 52-208-7 Tagging of Leased Vehicle
- 52-211-6 Brand Name or Equal
- 52.211-17 Delivery of Excess Quantities 52-233-4 Applicable Law for Breach of Contract Claim
- 52-222-50 Trafficking Victims Protection Act (applicable to non-commercial services)
- 52-222-54 Employment Eligibility Verification (E-Verify)
- 52-228-8 Liability and Insurance Leased Motor Vehicles

- 52-236-5 Material and Workmanship
- 52-247-29 F.o.b. Origin
- 52-247-34 F.o.b. Destination