

### Technical or Professional, Non-personal Services

This Request for Quote (RFQ) is issued by the National Museum of Natural History, Smithsonian Institution (SI), for technical professional, non-personal services to generate genetic barcode reference libraries based on invertebrate voucher specimens in accordance with the Statement of Work (SOW).

#### I. SUBMITTING YOUR QUOTE

Price quotes may be submitted by email. Quotes are due by midnight, Friday Nov 11, 2022, at Smithsonian Institution National Museum of Natural History

Attn: Andrea Quattrini  
Email to: quattrinia@si.edu

**II. DESCRIPTION OF REQUIRED SERVICES** The contractor shall provide professional, technical, non-personal services to the Department of Invertebrate Zoology to extract DNA from 2000 museum samples including historical samples and create, quantify and quality assess DNA libraries. Following sequencing, the contractor shall assemble, annotate, and upload mitochondrial genomes and ribosomal repeat regions to the public sequence database, GenBank, for all 2000 specimens using Illumina short read sequences (150 bp paired end, approximately 13 million reads per specimen).

#### III. EVALUATION

The SI plans to award based on best value to the SI considering the following factors. 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 A, B, C, D, and E are of equal importance. Evaluation factors are:

- A. Relevant Experience: Relevant experience within the past 3 years providing or performing services of similar size, scope, complexity and type of client that indicates your suitability for this project.
  - a. Include a brief summary of your experience working with invertebrates and/or historical/museum specimens.
  - b. Include a brief summary of your experience with molecular lab work
  - c. Include a brief summary of your experience in command line, bioinformatics and/or assembly and annotation of mitochondrial genomes.
  - d. Include a brief summary of your experience working independently.
- B. Past Performance. Past Performance should be indicated by a list of current or previous work experience with names of points of contact and their current telephone numbers who can answer specific questions on quality, workmanship and scheduling. Provide contract/work periods of performance dates, number of hours, dollar value, and brief description of the work performed.
- C. Resume- Submit a copy of your current resume, which should demonstrate your relevant experience related to the tasks outlined in the statement of work
- D. Price- Provide a firm fixed price for each deliverable.

#### **IV. SAM REGISTRATION REQUIREMENTS**

Individuals and companies that want to do business with U.S. government agencies, including the SI, are required to maintain active and valid registrations in the System for Award Management (SAM) system. We are informing you of this requirement because you have been requested to present pricing and/or proposals for goods or services. SI employees are not authorized to complete contract and purchase order awards to vendors whose SAM registrations cannot be verified as active. (See OCon 120, attached).

#### **V. INSURANCE REQUIREMENTS**

**Commercial General Liability** Contactor shall maintain Commercial General Liability coverage in the amount of **\$1,000,000.00** per occurrence. Note: an aggregate limit will not be accepted in lieu of an occurrence limit. Commercial General Liability coverage will list Smithsonian Institution as additional insured.

**Evidence of Insurance** Contractor shall name the Smithsonian Institution as additional insured. Additional Insured by specific endorsement as Additional Insured to the Commercial General Liability for liabilities arising out of the Contractor's or the Contractor's sub-contractor's or agent's activities related to this agreement. The required liability policies shall provide for cross liability coverage. **Contractor shall provide the Smithsonian with evidence of meeting this Additional Insured requirement prior to Contractor or sub-contractor's commencement of activities under this agreement.**

#### **VI. 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. As of January 30, 2020, any individual that requires access to the SI network shall also be required to have a favorable background investigation completed prior to an account being established. 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 or for those that require an SI network account. 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.

#### **VII. 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 SAM Unique Identity Number
- C.** Business point of contact name, telephone number and email address
- F.** Project plan and associated timeline including proposed start date
- G.** Pricing including cost for each deliverable
- H.** Cite the date through which pricing submitted is valid.

#### **ATTACHMENT(S):**

- Statement of Work for Genome Skimming of Invertebrate Samples
- Form SI-147A, Smithsonian Institution Purchase Order Terms and Conditions (dated February 2018)
- Form SI-147B, Smithsonian Institution Privacy and Security Clause (dated June 2020)
- Smithsonian Independent Contractor Clauses (dated May 2003)
- Form OCon 120, Notice to all current and prospective SI Contractors
- OCon 520, Background Investigations and Credentials for Contractors' Personnel (dated Oct 2009)
- SI Rights in Data Clause (dated June 2001)

**National Museum of Natural History  
Department of Invertebrate Zoology  
Smithsonian Institution  
Genome Skimming and Analysis of Marine Benthic Invertebrates from the Gulf of Mexico  
Statement of Work**

## **I. Introduction**

Biodiversity studies often involve conventional molecular barcoding approaches, which can be used to uncover new and/or cryptic species and provide operational taxonomic units when species names are not yet possible. High-throughput sequencing technologies (HTS) have revolutionized “barcoding” approaches and proving useful for specimens of historical significance, such as museum collections. This method has been commonly called “genome skimming”, which involves creating DNA libraries followed by short-read sequencing on a HTS platform. Through assembly of resulting read data, one can obtain whole mitogenomes and often whole ribosomal nuclear regions.

Concurrently, environmental DNA (eDNA) is rapidly becoming a “go-to” tool for monitoring and assessing biodiversity in the marine environment. However, documenting biodiversity in any eDNA sample is only as good as the reference library to which it is compared. Therefore, we will take a genome skimming approach to generate mitogenomes and 28S rDNA for 1000s of benthic invertebrate species that are known to occur in the Gulf of Mexico. Specimens will be selected based on recent expeditions and vouchered and catalogued specimens in NMNH holdings. Thus, we will start to create a reference library for benthic invertebrates from mesophotic and deep-sea habitats in the Gulf of Mexico. This library will be used by others that are currently monitoring biodiversity under restoration activities in the Gulf of Mexico planned by management.

The project will involve one contractor to extract DNA, generate DNA libraries, submit samples for sequencing, and assemble and annotate mitogenomes and 28S rDNA. The contractor will also be responsible for uploading data to GenBank and Geome. IZ collection management staff will import the Genbank numbers to corresponding EMu records. Costs of DNA extractions, library preparation and quantification at the NMNH in the Laboratories of Analytical Biology followed by HTS via another off-site party will be covered by NMNH.

## **I. SCOPE OF WORK**

The contractor shall provide professional, technical, lab and informatics services associated with the project '*Genome Skimming and Analysis of Marine Benthic Invertebrates from the Gulf of Mexico*' as assessed and approved by Andrea Quattrini, Research Zoologist in the Department of Invertebrate Zoology.

## **II. SPECIFIC TASKS**

The contractor shall perform several tasks:

1. Work with the department of IZ to generate a list of benthic invertebrates in the NMNH collections that are known to inhabit mesophotic and deep-sea habitats of the Gulf of Mexico. From that list, determine 2000 species to genome skim in coordination with TPOC.
2. Subsample tissue from 2000 invertebrate specimens and extract DNA using the AutoGen and/or Qiagen Blood And Tissue kit.
3. Quantify DNA for each sample using the Qubit Fluorometric Quantification kit.

4. Prepare DNA for shipment to sequencing facility.
5. Document all lab work and order supplies as needed and when required, troubleshoot relevant laboratory steps to ensure that the optimal amount of good quality data is retrieved for the project.
6. Once sequencing is complete, download the raw data and back up for secure data storage.
7. Trim and assemble reads using appropriate bioinformatic programs to generate mitogenomes and 28S rDNA for each species. Annotate mitogenomes.
8. Deposit complete annotated mitogenomes and 28S ribosomal rDNA in GenBank into a specific BioProject created for the project.
9. Deposit and track specimen record metadata in Geome ([geome-db.org](http://geome-db.org))
10. Provide GenBank numbers for each sample to IZ collections management for Emu tracking purposes.
11. Arrange transfer of all DNA samples to the NMNH Biorepository.
12. Document progress, including failed or incomplete samples, and successful and unsuccessful workflows, for all samples and provide to TPOCs in monthly updates.
13. Meet routinely with TPOC and other members of the Department of IZ regarding project objectives and deliverables.

#### **IV. DELIVERABLES**

The TPOC (Curator Dr. Andrea Quattrini) shall review all stages of this project and evaluate deliverables on a monthly basis. The deliverables to be completed by the end of the project period are as follows:

1. Complete DNA extraction, quantification and library preparation of 2000 samples.
2. Prepare and send DNA libraries to external sequence facility for sequencing.
3. Document all lab procedures in a lab notebook and bioinformatic analyses on github.
4. Assemble and annotate the mitogenomes and nuclear ribosomal 28S loci for all samples. Back up all data regularly on external hard drives.
5. Submit sequence data to GenBank.
6. Submit list of GenBank numbers of all successful samples to TPOC and IZ Collections Management Team.
7. Submit sample metadata to Geome.
8. Submit all DNA in appropriate matrix tubes or plates to Smithsonian biorepository.
9. Submit monthly progress reports in writing to TPOC.
10. Submit Mid-Project report at end of year 1
11. Submit final project report at end of year 2

#### **V. PERFORMANCE STANDARDS**

All work shall be completed in accordance with SI National Museum of Natural History's Department of Invertebrate Zoology collection and data management policies, procedures and standards as indicated in the Smithsonian Directive 600 and relevant NMNH staff. The contractor must take relevant steps to ensure data is correct and up to date. All high-quality sequence records submitted to GenBank shall be included in the relevant BioProject.

#### **VI. SMITHSONIAN INSTITUTION FURNISHED MATERIALS**

The Smithsonian Institution shall furnish the following supplies required for this contract: all supplies for DNA extraction, library preparation, quantification, sequencing costs, consumables, and biorepository

materials. At the completion of the project, the Contractor shall return all unused materials. The SI will also furnish backup storage and the Smithsonian High-Performance Cluster for use.

#### **CONTRACTOR FURNISHED MATERIALS**

Additional supplies and materials necessary to complete the work are the responsibility of the Consultant, except those provided by the Smithsonian Institution.

#### **VII. OTHER**

Work Location: The Contractor shall perform the work at the Smithsonian LAB and MSC and off-site location as appropriate. There will be no travel/travel costs related to this purchase order.

Intent to Exercise Options: The Smithsonian Institution reserves the sole option to extend this order to engage the Consultant in providing similar services for two (2) 11-month periods. These option periods are subject to 1) continuation of the need for the services, 2) acceptance and approval by the Contracting Officer's Technical Representative during the respective contract period, 3) availability of funds from which payment for contract purposes can be made, and 4) the contract price for services to be provided under the optional periods shall be as stated in Consultant's quote.

The opportunity to enter into an option extension is not automatic; however, may be determined in the best interest of the Smithsonian Institution. A written modification will be issued to exercise any options. In the event the Smithsonian exercises its right to extend the period of performance under this contract, all other terms and conditions hereunder shall remain unchanged

#### **PERIOD OF PERFORMANCE**

Item 1-1 –Year One. The period of performance for this effort shall be from January 2, 2023 through December 31, 2023.

Item 1-1 –Year Two. The period of performance for this effort shall be from January 2, 2024 to September 30, 2024.

#### **PAYMENT SCHEDULE**

The Contractor shall be paid as invoiced according to the quote. Payments shall be made in monthly installments upon evaluation and acceptance of work by TPOC and COTR and receipt of proper invoice referencing this purchase order number.

# 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/](http://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





# Smithsonian Institution

Office of Contracting and Personal Property Management

Notice to all Current and Prospective Smithsonian Institution Contractors

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

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), formerly the Central Contractor Registration (CCR) system. We are informing you of this requirement because you are a vendor who is already providing goods or services to the Smithsonian, have been requested to present pricing and/or proposals for goods or services, or currently participating in a Smithsonian solicitation for goods or services. Smithsonian employees are not authorized to complete contract and purchase order awards to vendors whose SAM registrations cannot be verified as active.

Registration with SAM is free and best accomplished via <https://www.sam.gov>. Before you begin SAM registration you will be required to obtain a DUNS number from Dun & Bradstreet (D&B). Access to D&B is available from the SAM website or at the company website, <http://www.dandb.com>. DUNS numbers are free when you indicate the number is needed to complete registration for U.S. government contract and grant awards. **Please note: Both the SAM and D&B websites include advertisements for private businesses offering registration assistance and other services for a fee. The utilization of such businesses is at your discretion and any fees paid are not reimbursable by the Smithsonian.**

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 a copy of the written confirmation of your SAM registration. 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. You will also be required to validate your registration at least annually. Your SAM registration must be active throughout the term of the award and when modifications or amendments to awards are required.

Free assistance with SAM registration is available via the Federal Service Desk at <http://www.fsd.gov>, 24 hours a day, or at the toll-free number 1-866-606-8220, from 8:00 am to 8:00 pm ET. Free assistance with SAM registration and obtaining a DUNS number is also available from a local or regional Procurement Technical Assistance Center (PTAC). These centers are non-profit, non-governmental organizations established to assist you with doing business with the government. Locate the center nearest at <http://www.ptac-us.org>.

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,

A handwritten signature in blue ink, appearing to read "Thomas E. Dempsey".

Thomas E. Dempsey  
Deputy Director

PO Box 37012, CC 350, MRC 1200  
Washington, DC 20013-7012  
202.633.7290 Telephone  
202.633.7410 Help Desk

## Background Investigations and Credentials for Contractors' Personnel

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

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

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

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

# Smithsonian Institution Privacy and Security Clause

**1. Definitions:** The definitions included in this Clause are applicable to performance of the statement of work. Other terms and conditions of this contract, purchase order, or agreement are not changed by this Clause. **(a) Breach:** A confirmed loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users, and for an other than authorized purpose, have access or potential access to Smithsonian Data in a usable form whether physical or electronic. **(b)**

**Cardholder Data Environment (CDE):** The people, processes and technologies that store, process, or transmit cardholder data or Payment Card Industry (PCI) sensitive authentication data by, or on behalf of, the Smithsonian. **(c) Cloud:** Computing services provided on-demand via a shared pool of configurable resources (e.g. networks, servers, storage, applications, and services) instead of via separate dedicated computing resources. **(d) Information**

**Technology (IT) Security Incident:** Any action that threatens the confidentiality, integrity, or availability of Smithsonian IT resources, whether located inside or outside of the Smithsonian, or any activity that violates Smithsonian IT Security policies. IT resources include computer hardware and software, data, communication links, mobile devices, digitized assets, automated processes, physical computing environments, and associated personnel. **(e) Payment Application:** An application, system, software, or website used to electronically process, store, or transmit cardholder data or PCI sensitive authentication data as defined by the PCI Security Standards Council (SSC). See

[https://www.pcisecuritystandards.org/pci\\_security/glossary#Pm](https://www.pcisecuritystandards.org/pci_security/glossary#Pm).

**(f) Personally Identifiable Information (PII):** Information about individuals, which may or may not be publically available, that can be used to distinguish or indicate an individual's identity, and any other information that is linked or linkable to an individual, such as medical, educational, financial or employment information. It includes sensitive PII (sPII), a subset of PII defined as certain PII data elements that, if disclosed or used in combination with other data, could lead to harm to the individual (e.g., identity theft with the intention to do financial harm). **(g) Privacy Incident:** A suspected loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users are suspected of having access or potential access to PII or sPII in a usable form, whether physical or electronic, for an other than authorized purpose. **(h) Public-Facing Software:** An application, system, software, or website used by members of the public.

**(i) Smithsonian Data:** Any physical or electronic information collected, processed, or stored by or on behalf of the Smithsonian. This includes, but is not limited to, PII.

## **2. If the Contractor is permitted access to Smithsonian Data in any form:**<sup>1/</sup>

**(a)** The Smithsonian retains sole ownership of, and unrestricted rights to, all Smithsonian Data. **(b)** Contractor shall maintain, transmit, and retain in strictest confidence, and prevent the unauthorized duplication, use and disclosure of Smithsonian Data. **(i)** The Contractor shall only access, maintain, use, and disclose Smithsonian Data to the extent necessary to carry out the requirements of this contract. **(ii)** The Contractor shall not use

Smithsonian Data for testing or training purposes. **(iii)** The Contractor shall only provide Smithsonian Data to its authorized employees, contractors, and subcontractors and those Smithsonian employees, contractors, and subcontractors who have a valid business need to know such information in order to perform duties consistent with this contract. **(iv)** Contractor shall ensure that all Smithsonian Data is protected from unauthorized access, disclosure, modification, theft, loss, and destruction. **(v)** The Contractor shall not disclose Smithsonian Data without the Smithsonian's advance written authorization. If Contractor receives a legal request (such as a subpoena), or becomes subject to a legal requirement or order to disclose Smithsonian Data, the Contractor shall **(1)** immediately notify the Contracting Officer's Technical Representative (COTR) of it and afford the Smithsonian the opportunity to contest such disclosure, **(2)** assert the confidential nature of the Smithsonian Data and **(3)** cooperate with the Smithsonian's reasonable requirements to protect the confidential and proprietary nature of Smithsonian Data. **(c)** The Contractor and Contractor's employees who have access to Smithsonian network/systems shall, when requested by the COTR, complete SI-provided privacy and security training course(s), sign a nondisclosure agreement, sign a conflict of interest agreement, sign an acknowledgement of the requirements in this contract, provide fingerprints, pass a background check, and provide notice or the results of that background check to the COTR. The content and timing of the course(s), agreement, or background check shall be substantially similar to one that would be required of a Smithsonian employee with access to similar Smithsonian Data. **(d)** Contractor shall not transfer access to any Smithsonian Data in the event of a Contractor merger, acquisition, or other transaction, including sale in bankruptcy, without the prior written approval of the Contracting Officer. **(e)** Contractor shall provide the Smithsonian reasonable access to Contractor facilities, installations, technical capabilities, operations, documentation, records, databases, and personnel, and shall otherwise cooperate with the Smithsonian to the extent required to carry out an audit for compliance of the requirements in this contract.

## **3. If the Contractor uses, collects, maintains, stores, or shares Smithsonian Data in any form:**<sup>2/</sup>

**(a)** Contractor shall, as requested by the COTR, complete, or assist Smithsonian staff with the completion of, a privacy review which might include providing requested information and documentation about how Smithsonian Data is used, collected, maintained, stored, or shared.

<sup>1/ 2/</sup> Additional requirements for contracts that involve cardholder data or PCI sensitive authentication data are included in Section 6.

## Smithsonian Institution Privacy and Security Clause

(b) Contractor shall make any Smithsonian Data not previously accessible to the Smithsonian, accessible to the COTR as soon as possible, but no later than ten (10) calendar days of receiving a request from the COTR. (c) Contractor shall transfer all Smithsonian Data to the COTR no later than thirty (30) calendar days from the date of the request from the COTR. (d) Unless otherwise specified in this contract, Contractor shall purge any Smithsonian Data from its files and shall provide the COTR a Certificate of Destruction confirming the purging of the Smithsonian Data within forty-five (45) calendar days of receiving a request from the COTR or at the expiry of this contract. (e) The Contractor shall, when required to transfer Smithsonian Data to the COTR under the terms of this contract, provide that Smithsonian Data in one or more commonly used file or database formats as the COTR deems appropriate. (f) The Contractor shall only be permitted to use non-Smithsonian provided information technology assets to access or maintain Smithsonian Data if Contractor provides, and the COTR approves, the following written certifications about the non-Smithsonian provided information technology assets: (i) The Contractor shall maintain an accurate inventory of the information technology assets. (ii) The Contractor shall keep all software installed on the information technology assets, especially software used to protect the security of the information technology assets, current and free of significant vulnerabilities. (iii) The Contractor shall encrypt all Smithsonian Data stored or accessed on a non-Smithsonian provided mobile device (e.g. phone, laptop, tablet, or removable media) using a Federal Information Processing Standards 140-2 certified encryption method. (iv) The Contractor shall utilize anti-viral software on all information technology assets used under this contract. (v) The Contractor shall encrypt all transmissions of PII using Transport Layer Security (TLS) 1.1 or higher with secure cyphers. Secure Sockets Layer (SSL) shall not be used.

**4. If the Contractor uses or provides Public-Facing Software in order to carry out the requirements of this contract, the Contractor shall ensure that:** (a) The Public-Facing Software and its usage comply with Smithsonian's Privacy Statement located at: <http://www.si.edu/Privacy>. (b) The Public-Facing Software and its usage comply with the Smithsonian Kids Online Privacy (SKOP) Statement located at: <http://www.si.edu/privacy/kids>. (c) The Public-Facing Software provides the public with accurate privacy notices in locations that are acceptable to the Smithsonian Privacy Office. (d) If the Contractor discovers that information was collected from someone under the age of 13 in violation of the SKOP's parental permission requirements, the Contractor shall: (i) Provide notice to the Smithsonian Privacy Office as soon as possible, but no later than 24 hours after discovery. (ii) Delete that information as soon as possible, but no later than 24 hours after discovery.

**5. If the Contractor uses Public-Facing Software that employs tracking technology (such as geolocation or a cookie, web bug, or web beacon), or collects contact information, in order to carry out the requirements of this contract:** (a) The Contractor shall ensure that the Public-Facing Software (i) Provides all users with an accessible opportunity to accept or decline ("opt-in") the use of any tracking technology, and (ii) Provides users who decline with reasonable access to the Public-Facing Software. (b) If any tracking technology uses geolocation data, the Contractor shall design the Public-Facing Software to provide an accessible opportunity for users to accept or decline the use of such data prior to use (i.e., "just in time" notice and consent), and shall disclose the use of geolocation data in the Public-Facing Software's static privacy notice. (c) The Contractor shall ensure that the Public-Facing Software provides all users who opt-in to the use of persistent web tracking or geolocation technology, or the receipt of communications, a subsequent and accessible opportunity to request that the tracking or communications cease ("opt-out").

**6. If the Contractor collects, processes, stores, transmits, or affects the security of cardholder data or PCI sensitive authentication data, either directly or through a third party, in order to carry out the requirements of this contract:** (a) The Contractor shall provide the COTR, before this contract begins and annually thereafter, a current, complete, comprehensive, and signed PCI Data Security Standard (DSS) Attestation of Compliance (AOC).<sup>3/</sup> (b) Each payment device must adhere to the current Personal Identification Number Transaction Security (PTS) standard.<sup>4/</sup> (c) Each system used to process Point of Sale card-present transactions must comply with the Smithsonian's, Office of the Chief Information Officer (OCIO) standards as provided by the COTR, to include the Technical Note IT-930-TN99, *Implementation of P2PE Devices and TransArmor Services*, or its successor. (d) The Contractor shall complete the *PCI DSS Requirement Management Form*, which asks whether Contractor or a third party shall be responsible for ensuring that certain key PCI DSS requirements are met. The COTR shall provide and receive the form. (e) The Contractor shall provide the COTR, if requested, any evidence needed to determine the PCI compliance of activities related to this contract. (f) The Contractor shall provide the following documents to the COTR for review and approval before the Contractor may use the following payment processing solutions in order to carry out the requirements of this contract

<sup>3/</sup> When this Clause was written, a template for the PCI DSS AOC was found in the PCI Security Standards Council's Document Library ([https://www.pcisecuritystandards.org/document\\_library](https://www.pcisecuritystandards.org/document_library)).

<sup>4/</sup> The PTS standard is maintained by the PCI Security Standards Council.

## Smithsonian Institution Privacy and Security Clause

(i) A current, complete, comprehensive, and signed PCI DSS AOC for each third party vendor who processes, stores, transmits, or affects the security of cardholder data or PCI sensitive authentication data. (ii) The listing from the PCI SSC website's List of Validated Payment Applications for each Payment Application. (iii) The listing from the PCI SSC website's Approved PTS Devices list for each payment device. (iv) The listing from the PCI SSC website's Point-to-Point Encryption Solutions list for each system used to process Point of Sale card-present transactions. (g) The Contractor shall provide updated documents and listings to the COTR for review and approval before a system change results in one or more of the required documents becoming inaccurate. (h) The Contractor acknowledges the responsibility to secure cardholder data or PCI sensitive authentication data any time the contractor possesses or otherwise stores, processes or transmits on behalf of the Smithsonian, or to the extent that the contractor could impact the security of the Smithsonian's cardholder data environment.

**7. If the Contractor develops, operates, or maintains an IT system or cloud service on behalf of the Smithsonian, the Contractor shall provide the necessary documentation, security control evidence, and other information needed to complete federal security Assessment and Authorization activities in accordance with the National Institute of Standards and Technology (NIST) Risk Management Framework:** (a) For cloud solutions that have been Federal Risk and Authorization Management Program (FedRAMP) certified, Contractor shall provide FedRAMP documentation to the Smithsonian for review and shall cooperate with Smithsonian requests for clarification or further evidence. (b) For cloud systems which are not FedRAMP certified, and all other Contractor-hosted systems and websites, the Contractor shall complete all requested Smithsonian Assessment and Authorization documentation and shall fully cooperate with the Smithsonian's security assessment process, including providing requested security control evidence and access to interview appropriate Contractor personnel about security controls. (c) For Contractor custom developed (non-COTS) systems and websites to be hosted at the Smithsonian, the Contractor shall complete all requested Smithsonian Assessment and Authorization documentation for the components/aspects of the system provided by Contractor, and shall fully cooperate with the Smithsonian's security assessment process, including providing requested security control evidence and access to interview appropriate Contractor personnel about security controls. (d) The Contractor shall not implement into live production use any system or website operated for the Smithsonian or containing Smithsonian Data until security and privacy authorization has been granted in writing by the OCIO and the Smithsonian Privacy Officer via the COTR. (e) For contracts that do not require Contractor personnel to have access to Smithsonian-managed systems, the Contractor is responsible for applying industry best practice background screening, security and privacy training, and other appropriate personnel security safeguards to the services performed under this contract. The Contractor shall, if requested by the COTR, require its employees to sign a nondisclosure agreement, sign a conflict of interest agreement, and sign an acknowledgement of the requirements in this contract.

**8. In the event of a Privacy Incident, Security Incident or Breach involving Smithsonian Data, the Contractor shall immediately, but no later than twenty-four (24) hours after discovery, report the Incident through the following process:** (a) Contractor shall report the Privacy Incident, Security Incident, or Breach to the Smithsonian OCIO Help Desk (OCIO Help Desk) by calling 202-633-4000. If the OCIO Help Desk does not answer the telephone, Contractor shall leave a voicemail which includes, at a minimum, the name of the Contractor, a brief summary of the Incident or Breach, and a return telephone number. (b) If the OCIO Help Desk does not answer the telephone, Contractor shall continue to contact the OCIO Help Desk, at a minimum, three times within every 24 hour period until a representative of the OCIO Help Desk acknowledges the Privacy Incident, Security Incident, or Breach. The Contractor is not required to leave additional voicemails for the OCIO Help Desk if the information in a prior voicemail remains accurate. (c) The Contractor shall follow industry standard best practices to correct and mitigate any breach resulting from Contractor's access to Smithsonian Data. (d) The Contractor shall indemnify and hold the Smithsonian harmless from any costs incurred by the Smithsonian in connection with a Privacy Incident, Security Incident, or Breach caused in whole or part by the Contractor's failure to comply with its obligations under this contract.

**9. If any of the Contractor's employees require a Smithsonian credential, network account or other access, or other Smithsonian furnished equipment in order to complete the work of this contract:** (a) The Contractor shall notify the COTR at least two weeks before any employee stops supporting the work of this contract. In the event that the Contractor is not provided two weeks' notice by its employee, the Contractor will notify the COTR as soon as the Contractor becomes aware of the employee's departure from the contracted work. (b) The Contractor shall, when employees stop supporting the work of this contract, provide their Smithsonian credential and any Smithsonian furnished equipment to the COTR within three (3) business days.

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

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

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

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

#### **WARRANTIES AND REPRESENTATIONS**

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

#### **RESPONSIBILITY FOR SMITHSONIAN PROPERTY**

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

#### **NO WAIVER OF RIGHTS**

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

#### **INDEMNIFICATION**

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

## SMITHSONIAN INSTITUTION 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.



## How to register your entity to be eligible for CONTRACTS in SAM:

Before you register, you need to know the following:

### What is an Entity?

In SAM, your company/business/organization is now referred to as an "Entity."

- **REGISTERING IN SAM IS FREE.**
- If you were registered in CCR, your company's information is already in SAM. You just need to set up a SAM account. See the "Migrating Roles" Quick Start Guide.

### Your Entity's DUNS Number

You need a DUNS to register your entity in SAM.

- If you do not have a DUNS number, you can request a DUNS number for free by visiting D&B at <http://fedgov.dnb.com/webform>
- It takes 1-2 business days to obtain a DUNS.

### Your Entity's Taxpayer Identification Number (TIN)

You need your entity's Tax ID Number (TIN) and taxpayer name (as it appears on your last tax return). Foreign entities that do not pay employees within the U.S. do not need to provide a TIN.

- A TIN is an Employer Identification Number (EIN) assigned by the Internal Revenue Service (IRS).
- Sole proprietors may use their Social Security Number (SSN) assigned by the Social Security Administration (SSA) if they do not have a TIN, but please be advised it will not be treated as privacy act data in SAM.
- To obtain an EIN visit:  
[www.irs.gov/businesses/small/article/0,,id=102767,00.html](http://www.irs.gov/businesses/small/article/0,,id=102767,00.html)
- Activating a new EIN with the IRS takes 2-5 weeks.

### Steps For Registering Your Entity in SAM

1. Go to [www.sam.gov](http://www.sam.gov)
2. Create a Individual Account and Login
3. Click "Register New Entity" under "Register/Update Entity" on your "My SAM" page
4. Select your type of Entity
5. Select "Yes" to "Do you wish to bid on contracts?"
6. Complete "Core Data"
  - ✓ Validate your DUNS information
  - ✓ Enter Business Information (TIN, etc.)
  - ✓ Enter CAGE code if you have one. If not, one will be assigned to you after your registration is completed. Foreign registrants must enter NCAGE code.
  - ✓ Enter General Information (business types, organization structure, etc)
  - ✓ Financial Information (Electronic Funds Transfer (EFT) Information)
  - ✓ Executive Compensation
  - ✓ Proceedings Details
7. Complete "Assertions"
  - ✓ Goods and Services (NAICS, PSC, etc.)
  - ✓ Size Metrics
  - ✓ EDI Information
  - ✓ Disaster Relief Information
8. Complete "Representations and Certifications"
  - ✓ FAR Responses
  - ✓ Architect-Engineer Responses
  - ✓ DFARS Responses
9. Complete "Points of Contact"
10. Your entity registration will become active after 3-5 days when the IRS validates your TIN information.

How do I get more information? Take a look at the SAM User Guide.



Go to Our Website: [www.sam.gov](http://www.sam.gov)



Contact the SAM Help Desk: [www.fsd.gov](http://www.fsd.gov)