

**Smithsonian Institution**  
OCon 105  
**Request for Quote (RFQ)**

**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 provide collection curation and conservation for the Department of Botany services in accordance with the Statement of Work (SOW).

**I. SUBMITTING YOUR QUOTE**

Price quotes may be submitted by email to [USNH@si.edu](mailto:USNH@si.edu) or by mail/in person to Meghann Toner. Quotes are due by 5pm EDT May 8<sup>th</sup>, 2023:

Smithsonian Institution  
National Museum of Natural History  
Department of Botany  
MRC 166  
P.O. Box 37012  
Washington, DC 20013-7012  
Attn: Meghann Toner Museum Specialist  
Email to: [USNH@si.edu](mailto:USNH@si.edu)

You are hereby informed that mail via U.S. Postal Service to Smithsonian organizations is received at a central sorting and distribution unit and isn't date stamped received until actually received and opened at the street address listed above. It is advisable that quotes and documents included as part of quote packages be hand delivered or submitted via direct package delivery companies to the street address listed above.

**II. DESCRIPTION OF REQUIRED SERVICES**

The US National Herbarium, located in the Department of Botany National Museum of Natural History, requires the skills of a museum Specialist (lichenologist) to finish reorganizing and rehousing the lichen collection. This initiative aims to modernize the storage system, materials, and arrangement of the approximately 305,000 lichen specimens in the United States National Herbarium. This contractor will

1. Complete removing packets from the remaining part of the herbarium.
2. Assessment of Packet Condition for acidity and size
3. Re-packeting, where needed, scanning labels and printing on archival paper, attaching to new packets with pH-neutral adhesive. Complete curation and updating of names
4. Change names as needed in the database

5. Taxonomic Research
6. Create permanent name cards that are typed for each species and make sure they are in the correct alphabetical order.
7. Conduct taxonomic research and update the genera to modern taxonomic standards by using annotations

Qualified candidates must demonstrate a strong understanding of herbaria standards and best practices. They must also demonstrate an understating of modern lichen classification. They should be able to use Microsoft Office Suites and Axiel EMu database.

This project is expected to take a year and a half.

### **III. EVALUATION**

The SI plans to award based on experience and 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 obtained within the past three years providing or performing services of similar size, scope, complexity, and type of client that indicates your suitability for this project.
    - A. Knowledge of Lichen modern classification schemes
    - B. At least three years of experience working in a herbarium
    - C. Proper specimen handling
    - D. Care and conservation of Lichen specimens
    - E. How to rehouse specimens
    - F. Knowledge to accurately identify lichens to species
    - G. PhD in lichenology preferred.
  2. Past Performance should be indicated by a list of current or previous contracts with names of points of contact and their current telephone numbers who can answer specific questions on quality, workmanship, and scheduling. Provide contract periods of performance dates, dollar value, and a brief description of the work performed.
- C. Résumés** of potential contractor assignees may be requested. *(See Section VII for legislative and administrative requirements that may apply to successful bidders' employees.)*
- D. Price** Provide a firm fixed price. This price shall include all costs. We estimate that the work should take approximately a year and a half working 40 hours a week.

### **IV. INSURANCE REQUIREMENTS**

Prospective contractors are required to have General Liability Insurance for the duration of the contract period. The SI must be listed as an additional insured for the General Liability insurance. Proof of insurance must be submitted with quote. Insurance can be purchased through the Smithsonian.

## **V. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION**

It is a requirement that current and prospective recipients of contracts and purchase orders awarded by the SI must have an active SAM registration to be eligible for awards, and maintain an active record in SAM throughout the period of time the SI award will be in effect. The SAM requires a one-time business registration, with annual updates, and allows vendors to control the accuracy of the business information they enter. The financial data you enter, which includes the electronic funds transfer (EFT) data collected by SAM, will assist the SI with correctly directing payments on your invoices and complying with the Federal Debt Collection Improvement Act of 1996.

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

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

You may complete or update your SAM registration information anytime online at <http://sam.gov>. Questions regarding the process may be directed to the Federal Service Desk online at [www.fsd.gov](http://www.fsd.gov) or via toll free call to 1-888-606-8220. There is no charge for registering in SAM.

## **VI. UNIQUE ENTITY IDENTIFIER (UEI) NUMBER**

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

## **VII. LEGISLATIVE AND/OR ADMINISTRATIVE REQUIREMENTS**

**A. Service Contract Act of 1965, as amended**

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

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

**B. E-Verify**

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

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

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

**C. Background Investigations**

If a contractor employee assigned to the SI under this contract will have an association with SI that will be greater than thirty (30) days, determined either at time of contract award or anytime during contract performance, and will need access to staff-only areas of SI controlled facilities and leased spaces, the employee shall be required to receive an SI Credential. Contractor employees who require an SI Credential shall be required

to undergo and pass an appropriate background investigation and complete security awareness training before an SI Credential is issued. Employees whose associations with the SI will be less than 30 days shall not receive a background investigation or SI Credential, however, they must be escorted by Credentialed personnel at all times when in staff-only areas of SI facilities. If relevant to this RFQ, a form OCon 520, Background Investigations and Credentials for Contractors' Personnel, is included. The following actions shall be required to be completed by the SI Contracting Officer's Technical Representative (COTR) and successful vendor:

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

*Homeland Security Policy Directive 12 (HSPD-12)*

### **VIII. INFORMATION TO BE SUBMITTED WITH QUOTES**

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

- A.** Documentation of your current active SAM registration with the date it will expire
- B.** Project Title
- C.** Business name, address, telephone number, and UEI number
- D.** Business point of contact name, telephone number and email address
- E.** Pricing. Ensure that base year and option year pricing is included.
- F.** Past Performance information should include the contract number, contact person with telephone number and other relevant information for at least 3 recent relevant contracts for the same or similar goods and/or services.
- G.** Certificates or other documentation confirming appropriate types and levels of insurance required are in effect, and other certificates and documentation requested.
- H.** If services are subject to the requirements of the Service Contract Act provide with your quote:
  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
- I. If requested in the RFQ, provide résumés of personnel that may be assigned to perform work under the anticipated award.
  - J. When prices quoted are in accordance with the terms of a General Services Administration (GSA) schedule contract, provide the following information: your GSA contract number, SIN, goods and/or services pricing.
  - K. Indicate any discounts to your GSA schedule contract pricing that is being extended to the SI by your price quote(s).
  - L. Cite the date through which pricing submitted is valid.

**ATTACHMENT(S):**

- Statement of Work for Profession work for the National Museum of Natural History Department of Botany, 4/24/2023
- Background Investigations and Credentials for Contractors Personnel (OCon 520)
- Notice of Mandatory Registration in the System for Award Management (OCon 120)
- Smithsonian Confidentiality and Disclosure Clauses (OCon 140)
- Smithsonian Directive 931 Use of Computers and Networks
- Smithsonian Independent Contractor Not Employee (2003)
- Smithsonian Institution COTR Delegation Clause (OCon\_102) NMNHVZFishes
- Smithsonian Institution PO Terms and Conditions (SI\_147A)
- Smithsonian Institution Privacy and Security Clauses (SI\_147B)
- Smithsonian Institution Rights-in-Data Clause. (June 2001)
- SCA Wage Determination No: 15-4281 (provided as web link herein: <http://www.wdol.gov/wdol/scafiles/std/15-4281.txt?v=3> )

## **STATEMENT OF WORK**

Lichens specimens in the Department of Botany US Herbarium are currently housed in original paper packets of varying sizes and quality. The names of these specimens have yet to be updated to the most recently accepted taxonomic naming conventions. They are arranged alphabetically but need to be rehoused. This collection is estimated at 305,000 specimens that must be curated and conserved.

The contractor will focus on the physical tasks of re-housing the lichens and updating the taxonomic classification of the genera to modern, agreed-upon taxonomy. Work to be completed by the contractor will be conducted under the supervision of herbarium staff. It will conform to established herbarium practices of the Department of Botany and collection practices of NMNH. Packets will be removed from herbarium sheets, evaluated for quality and standardization of packet size, and re-packeted as necessary (including the creation of new labels by scanning original labels). The packets will be placed in trays and arranged in new cabinets alphabetically. New genera placeholders will be created to replace the temporary handwritten labels.

Many of the names on the packets are not accurate to the modern classification, so specimens will need to be annotated to their modern names. Any taxonomic issues, such as synonyms or illegal names, must be corrected. Unless modified in consultation with the Curator of Cryptogams and the Department Chair, the geographical arrangement will follow the existing system depicted on the USNH Cryptogam map.

### **Deliverables:**

- Complete removing packets from the remaining part of the herbarium.
- Assessment of Packet Condition for acidity and size
- Re-packeting, where needed, scanning labels and printing on archival paper, attaching to new packets with pH-neutral adhesive. Complete curation and updating of names
- Change names as needed in the database
- Taxonomic Research
- Create permanent name cards that are typed for each species and make sure they are in the correct alphabetical order.
- Conduct taxonomic research and update the genera to modern taxonomic standards by using annotations

### **Work Location:**

The collection is located at the National Museum of Natural History at 10th and Constitution Ave NW. All work is expected to occur on-site with no option for telework.

### **Period of Performance:**

On or around August 1, 2023 to March 1, 2025

## 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

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)

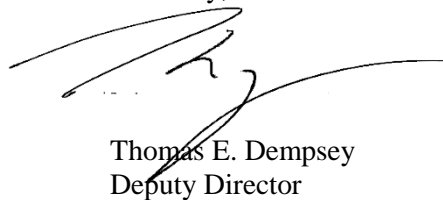
Individuals and companies that want to do business with U.S. government agencies, including the Smithsonian Institution, are required to maintain active and valid registrations in the System for Award Management (SAM). We are informing you of this requirement because you are a vendor who is already providing 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.**

Free assistance with SAM registration is available via the Federal Service Desk (FSD) 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.aptac-us.org>. Included with this letter are tips on how to register in SAM. These have been written by the Smithsonian Office of Contracting and Personal Property Management and are intended to convey specific information on how to register with SAM to do business with the Smithsonian. Full guidance on how to register in SAM is available from the FSD and PTACs.

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

Sincerely,



Thomas E. Dempsey  
Deputy Director

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

### **Tips for Businesses To Register in SAM**

1. **There is assistance directly on the SAM website to start registration.** Look for quick start guides and the SAM user manual using the Help tab on the SAM.gov website. These guides are helpful for vendors in completing the SAM registration process.
2. **You control all information entered into SAM, and may opt out of public searches.** If you choose to opt out of public searches, please notify the Smithsonian employee you are working with and provide confirmation of your SAM registration.
3. **Your IRS Tax Payer Consent Name in SAM must match your Legal Business Name in Duns and Bradstreet (D&B).** The Smithsonian will use your Legal Business Name in D&B to register you in our internal payment and tax reporting system. If your Legal Business Name in D&B and your Tax Payer Consent Name in SAM do not match this will create problems for you both while receiving payment from the Smithsonian and when paying taxes. (These two names may be different only if you are a single member LLC, and you report and pay taxes to the IRS using the owners name and tax id. In this case, IRS will count the owners name and tax id as the legal business name while disregarding the legal business name of the LLC registered in SAM.)
4. **You must register as eligible to receive Federal Contracts.** When establishing an account, vendors have the option to register to receive either “Federal Contracts” or “Federal Assistance Awards Only.” Federal contracts covers all procurement transactions issued by the Smithsonian and to do business with a vendor they must be registered appropriately. The Smithsonian does not distribute federal assistance awards, and cannot do business with vendors who are registered only to receive such awards.
5. **There can be no breaks in registration after completion.** 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.

## SMITHSONIAN CONFIDENTIALITY AND DISCLOSURE CLAUSES

The Smithsonian Institution is a trust instrumentality of the United States and has adopted a written policy for responding to requests for Smithsonian Institution records, including paper documents, electronic data, email, contracts, and other information stored or maintained by the Smithsonian, consistent with the principles of disclosure under the Freedom of Information Act, 5 United States Code (U.S.C.), § 552 and available at <http://www.si.edu/OGC/Records-Requests>:

1. **Confidential Information.** Confidential Information consists of trade secrets and commercial or financial information that is customarily treated as private and provided under an assurance of privacy, as well as information the release of which would violate the privacy rights of the disclosing party or a third party with no overriding public interest. Confidential Information shall be designated in writing by the disclosing party as confidential. To have information disclosed other than in writing treated as Confidential Information, the disclosing party must confirm the status of that information as Confidential Information within thirty (30) calendar days of the original disclosure.
2. **Exceptions to Confidential Information.** Confidential Information shall not include any information, whether or not designated in writing as Confidential Information, which:
  - (a) was publicly available at the time of disclosure to the receiving party;
  - (b) was known by the receiving party prior to such disclosure;
  - (c) becomes publicly available after disclosure to the receiving party through no fault of the receiving party;
  - (d) is obtained by the receiving party from a third party who acquired the information without committing a wrongful or tortious act; or
  - (e) is developed independently by the receiving party without reference to or use of Confidential Information.

The receiving party shall notify the disclosing party promptly in writing of any misappropriation, unauthorized disclosure, or use by any person of the Confidential Information disclosed to the receiving party which may come to the receiving party's attention. The receiving party will take all steps reasonably requested by the disclosing party to stop, limit, or otherwise remedy such misappropriation, unauthorized disclosure, or use.

3. **Limited Disclosure.** In maintaining Confidential Information, each party shall use at least the same degree of care that each party uses to protect its own Confidential Information of similar importance, but no less than a reasonable degree of care. Each party agrees that it will not disclose Confidential Information provided to it by the other party to others except to the extent that it is necessary to disclose such Confidential Information to its Regents, directors, officers, representatives, legal and financial consultants, and employees having a need to know such Confidential Information ("authorized parties") for the purpose of pursuing a relationship between the parties. Further, the parties may disclose Confidential Information if required by law, subpoena, order or request of a federal governmental authority or court of competent jurisdiction, and provided that the party obligated to disclose such Confidential Information shall (i) assert the confidential nature of the Confidential Information to be disclosed, (ii) use reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed, and (iii) immediately notify the other party of the requirement, order, or request to disclose in advance of such disclosure in order to afford the other party the opportunity to contest disclosure. In the event disclosure of Confidential Information is requested in accordance with Smithsonian's records disclosure policy, Smithsonian will provide the disclosing party the opportunity to identify Confidential Information prior to release, but final decisions regarding release shall be made by Smithsonian in accordance with its policy. No other use or disclosure of Confidential Information may be made by any party without the prior written consent of the disclosing party.
4. **Return of Confidential Information.** The receiving party will either return or destroy all tangible materials embodying Confidential Information within ten (10) business days of receipt of the disclosing party's written request to do so and, if further requested by the disclosing party, the receiving party will provide written certification of such destruction.

Contractor's Name:		
Purchase Order #:		
Individual's Name:		
Individual's Signature:		Date:



Smithsonian  
Institution

SMITHSONIAN DIRECTIVE 931

September 18, 2009

## USE OF COMPUTERS, TELECOMMUNICATIONS DEVICES AND NETWORKS

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### **Introduction**

The Smithsonian Institution's computers, telecommunications devices, and networks are to be used only for Smithsonian-related work or work performed by approved partners and affiliates. Incidental and occasional personal use is permitted, provided it does not interfere with the conduct of normal Institution business and meets the requirements of other sections of this document.

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### **Applicability**

This directive applies to all users of Smithsonian computers, telecommunications devices, and networks, including all hardware connected to Smithsonian computers and networks. Telecommunications devices include, among other things, Smithsonian cellular phones, desktop phones, and smartphones.

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### **Rules for Users**

The following rules apply to all users of Smithsonian computers, telecommunications devices, and networks.

**Rules for Users**  
(continued)

**Rule 1: Do Not Expect Privacy**

The Smithsonian may monitor the use of computers, telecommunications devices, and networks for various purposes, including ensuring the effectiveness and integrity of the Institution's information technology (IT) resources. Users should have no expectation of privacy in email, World Wide Web logs and data, text messages, voice mail, or other files or data created, transmitted, or received while using Smithsonian computers, telecommunications devices, or networks.

When ensuring continuation of business or investigating possible misconduct, the Smithsonian may access and disclose all messages sent by its computers, telecommunications devices, and networks, as well as any data created, received, or stored on them.

**Rule 2: Sign User Agreement**

All users of Smithsonian computers, telecommunications devices, or networks must sign a user agreement (please see Appendix) before accessing a Smithsonian computer, telecommunications device, or network.

**Rule 3: Complete Computer Security Awareness Training**

All users must complete the Smithsonian-approved online computer security awareness tutorial annually.

**Rule 4: Provide Encryption Keys**

Because data contained on Smithsonian computers, telecommunications devices, and networks are not private, users are required to provide their encryption keys on request to their supervisors, the Institution's Director of IT Security, or the Office of the Inspector General (OIG).

**Rules for Users**  
(continued)

**Rule 5: Use Computers, Telecommunications  
Devices, and Networks Appropriately**

Smithsonian computer, telecommunications device,  
and network users must not:

- harass or threaten other users or interfere with their access to Smithsonian computing or telecommunications facilities
- send, forward, or request racially, sexually, or ethnically offensive messages
- search for or use websites that involve hate groups or racially offensive or sexually explicit material
- seek, store, or transmit sexually explicit, violent, or racist images or text
- send material that is slanderous or libelous or that involves defamation of character
- plagiarize
- send fraudulent email
- break into another computer or mailbox
- intercept or otherwise monitor network communications without authorization
- misrepresent the user's real identity (e.g., by changing the *From* line in an email); this does not include instances where an individual was granted permission to send email from another individual's account
- lobby an elected official
- promote a personal social, religious, or political cause, regardless of worthiness
- send malicious programs such as computer viruses

**Rules for Users**  
(continued)

- gamble
- promote ventures involving personal profit such as online brokering
- subscribe or post to external news groups, bulletin boards, or other public forums, except when job related
- post personal opinions to a bulletin board, listserv, mailing list, or other external system using a Smithsonian user ID, except as part of official duties
- participate in activities that promote computer crime or misuse, including, but not limited to, posting or disclosing passwords, credit card and other account numbers, and system vulnerabilities
- violate any software licensing agreement
- infringe upon any copyright or other intellectual property right
- participate in chain letters
- disclose confidential or sensitive information
- create or maintain a personal website that is not work related
- send mass mailings of a non-business nature
- send email announcements, other than those distributed by the Office of the Chief Information Officer (OCIO) or the Office of Public Affairs (OPA), to multiple groups that include most or all Smithsonian staff. SD 971 provides guidance on Smithsonian-wide email announcements.

**Rule 6: Avoid Overloading System Resources**

Each user should:

**Rules for Users**  
(continued)

- carefully evaluate his or her use of computers, telecommunications devices, and networks
- avoid sending large email attachments unless there is a business need
- delete email messages and files that are no longer needed in accordance with the official record retention guidance issued to his or her museum, research center, or office
- not overtax processing and storage capabilities or restrict access by others
- conserve energy by shutting down or putting computers in power-saving mode when they won't be in use for an extended period
- minimize downloading audio or video files and do not use the Internet to watch videos or listen to the radio, unless work-related.

**Rule 7: Adhere to Software and Hardware Controls**

Users may not download, purchase, or install software unless it is able to operate on computer equipment specified in the *Technical Reference Model (TRM)*, IT-920-01, maintained by OCIO. SD 940, *Acquisition of Information Technology Products*, provides guidance on acquiring IT products.

Users may not add hardware to a PC, modify system files or settings, or delete standard software on a PC without prior OCIO or unit IT support staff approval.

When conducting Smithsonian business via email, users must use the official Smithsonian email system, unless the system is unavailable.

Copyrighted and licensed materials should not be used on a PC, other hardware, SInet, or the Internet unless legally owned or otherwise in compliance with intellectual property laws. Users must read and understand all license material included with software.



**Rules for Users**  
(continued)

**Rule 8: Protect Sensitive Data**

Users must take measures and implement controls to protect sensitive data from loss, misuse, modification, and unauthorized access. Examples of sensitive data include Social Security and credit card numbers and system vulnerability information. Detailed reports related to computer security deficiencies in internal controls are also sensitive.

Every user is responsible for protecting sensitive data and must apply appropriate safeguards. When handling sensitive data, users will:

- collect sensitive data only for a specific purpose and not retain it longer than required
- not transmit sensitive data over the intranet or Internet unless encrypted. This includes all forms of transmission, including emails, file transfers, and Web forms. Users are responsible for obtaining the appropriate encryption tools and may contact OCIO for guidance in this area
- not share sensitive data without approval of the appropriate management official
- follow Smithsonian policy regarding the disposal of media containing sensitive data. See technical note, *Disposal of Sensitive Electronic Media*, IT-960-TN15
- mark or label media containing sensitive data to control and limit its distribution

Users should also comply with Smithsonian policies for protecting sensitive information that is in hard-copy form.

**Rule 9: Apply Required Safeguards**

To protect Smithsonian equipment and data, users are required to use safeguards that include:

**Rules for Users**  
(continued)

- having a network password with at least eight characters that includes letters, numbers, and special characters. It must not be found in a dictionary, easily guessed, or left in writing in the user's office
- using passwords to secure telecommunications devices, where possible
- changing passwords every 90 days or more frequently, as appropriate
- not reusing passwords
- not disclosing passwords except to authorized staff
- never disclosing passwords over email or voice mail
- immediately notifying your supervisor and the OCIO Help Desk if you suspect your password has been compromised
- prohibiting system administrators from establishing group accounts controlled by a single password without first receiving OCIO approval
- activating a screensaver lock when leaving the immediate area of his or her computer
- deleting all sensitive data from PCs, smartphones, and other hardware when it is replaced or declared surplus in accordance with the Smithsonian policy outlined in technical note, *Disposal of Sensitive Electronic Media*, IT-960-TN15
- keeping laptops and other portable hardware in a secure environment at all times, especially when traveling. Sensitive data stored on laptops or other portable hardware must be encrypted
- storing critical data so it will be subject to the Institution's automated backup process

**Rules for Users**  
(continued)

- accounting for hardware loaned for at-home use in a unit's property management records. Users are responsible for completing the required Smithsonian form SI-4555, Personal Property Pass Authorization Form, and presenting it to the appropriate Accountable Property Officer (APO) at the time the property is assigned. Users are also responsible for returning the assigned property when it is no longer required or the user's employment with the Smithsonian ends. The APO is responsible for taking necessary actions to ensure that the assigned property is returned when required and that the location of such property is accurately recorded in the unit's property management records.
- using the Institution's centralized program for the disposal/surplus of old computers
- promptly reporting security incidents, including the loss or theft of hardware, to his or her supervisor and the OCIO Help Desk.

**Rule 10: Protect Computers from Viruses and Other Malware**

All Smithsonian computers must have installed and use the anti-virus software provided by the Institution. The entire Institution's risk from the spread of malicious software is lowered when computers are properly configured to automatically update malware protection and to scan all files at the time they are received or used.

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**Computer Security Awareness**

The Institution will:

- provide an online computer security awareness tutorial
- periodically distribute email reminders of prohibited activities

**Computer Security  
Awareness**  
(continued)

- maintain a log-on warning screen with a reminder about appropriate use of Smithsonian computers and network security requirements.
- 

**Retention of User  
Agreements**

Approved partners or affiliated organizations that provide user accounts on Smithsonian networks must either store their own signed user agreements or send scans of signed user agreements to OCIO.

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**Access to Files  
and Email**

Although the Smithsonian intends to convey no expectation of privacy, its communications must be protected from unauthorized access. Electronic files and email may be accessed by:

- Staff seeking to ensure efficient and proper operation of the workplace, particularly during unplanned employee absences. OCIO must first approve access, with concurrence from the IT support staff in the museum, research center, or office
- Staff searching for suspected misconduct or malfeasance. The Office of Human Resources (OHR) or the OIG must first approve access
- Staff responding to a discovery request or court order, or otherwise complying with a legal obligation
- IT system administrators and their supervisors in the legitimate performance of their normal duties. They may not reveal information obtained in this manner unless authorized by OHR, except they may report any suspected policy violations to OIG and the employee's supervisor. Duties that allow a system administrator to access the files of other users include, but are not limited to
  - maintenance or development
  - system security
  - correcting software problems

**Access to Files  
and Email** (continued)

- Staff of the Smithsonian Institution Archives (SIA) in the legitimate performance of their normal duties. Access must fall within its defined role as the Institutional Record Manager. The director in the museum, research center, or office must first approve access, with concurrence from the IT support staff for the museum, research center, or office. Duties that allow access include:
    - identification of official and historical records
    - development of unit-specific records management and retention guidance
    - transfer of selected records to the Archives
- 

**Penalties**

Penalties for violations of the user rules may include disciplinary action up to and including suspension without pay and termination of employment administered in accordance with Smithsonian personnel policies and procedures. Illegal activities will be reported to law-enforcement authorities for prosecution and punishment as provided by law.

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**Responsibilities**

The **Chief Information Officer**:

- manages the computer security awareness program
- establishes computer security policies and standards
- grants waivers or exceptions to these policies and standards as appropriate
- ensures there are signed memoranda of understanding (MOUs) and interconnected security agreements (ISAs) with approved partners and affiliated organizations documenting any exceptions or waivers to this directive.

The **Director, Office of Human Resources**, ensures that:

- computer security awareness training is included in the orientation of new employees

**Responsibilities**  
(continued)

- employees receive a copy of this directive and user agreement during orientation
- the Human Resource Management System (HRMS) includes employee training completion to ensure employee compliance.

The **director of each museum, research center, and office** ensures that:

- each user completes the online computer security awareness tutorial annually
- users who are not Smithsonian employees sign user agreements
- he or she signs MOUs and ISAs with approved partners and affiliated organizations documenting any exceptions or waivers to this directive
- he or she retains records showing OCIO approval of any group (shared) user accounts
- he or she provides signed user agreements to OCIO.

The **Smithsonian Director of IT Security**:

- administers the Institution's computer security awareness training
- monitors compliance with the password policy
- manages responses to computer security incidents
- administers the anti-virus program
- reviews MOUs and ISAs with partners and affiliated organizations.

**Responsibilities**  
(continued)

The **Smithsonian Archivist:**

- manages the official and historical records of the Institution
- develops general and unit-specific records management guidance for the Institution, including the appropriate disposition of all electronic files
- ensures that records management training is available to employees
- ensures that official and historical records are retained for the periods defined in the applicable records disposition schedules
- ensures that access to records in its custody adheres to established restrictions

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**CANCELLATION:**

SD 931, August 5, 2002

**INQUIRIES:**

Office of the Chief Information Officer (OCIO)

**RETENTION:**

Indefinite. Subject to review for currency 24 months from date of issue.

## **SMITHSONIAN INSTITUTION INDEPENDENT CONTRACTOR CLAUSES**

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

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

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

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

### **WARRANTIES AND REPRESENTATIONS**

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

### **RESPONSIBILITY FOR SMITHSONIAN PROPERTY**

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

### **NO WAIVER OF RIGHTS**

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

### **INDEMNIFICATION**

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



**SMITHSONIAN INSTITUTION**

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

- 1) Lisa Palmer Museum Specialist in the National Museum of Natural History, of the Smithsonian Institution, is hereby designated Contracting Officer's Technical Representative (COTR) and authorized to act for and on behalf of the contracting officer in the administration of this contract with respect to:
  - a) Resolution of issues that may arise between the contractor and the Smithsonian Institution in connection with such matters as acceptability of workmanship and other technical requirements;
  - b) Evaluation on an overall basis of the acceptability of workmanship and contractor compliance with technical requirements; and
  - c) The acceptance of all work performed under the contract and approval of all invoices.
- 2) The contractor shall make available such records, reports and facilities as may be required by the above named individual to effectively and efficiently fulfill COTR duties and responsibilities.
- 3) This delegation of authority does not authorize the above named individual to modify any of the contract clauses, provisions, terms or conditions of this contract. All authorities not herein delegated are retained and shall be executed only by the contracting officer.

# SMITHSONIAN 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

## Privacy and Security Clause

**1. Smithsonian Data:** (a) The Smithsonian Institution (“Smithsonian”) retains sole ownership of, and unrestricted rights to, any and all physical or electronic information collected, processed, or stored by or on behalf of the Smithsonian (“Smithsonian Data”), which is defined to include personally identifiable information, *i.e.*, information about individuals, which may or may not be publicly available, that can be used to distinguish or indicate an individual’s identity, and any other information that is linked or linkable to an individual, such as medical, educational, financial or employment information (“PII”). (b) Contractor shall maintain, transmit, and retain in strictest confidence, and prevent the unauthorized duplication, use and disclosure of Smithsonian Data. (i) Contractor shall only access, maintain, use, and disclose Smithsonian Data to the extent necessary to carry out the requirements of this contract, and shall not use Smithsonian Data for testing or training purposes. (ii) Contractor shall only provide Smithsonian Data to its authorized employees, contractors, and subcontractors and those Smithsonian employees, contractors, and subcontractors who have a valid business need to know such information in order to perform duties consistent with this contract. (iii) Contractor shall ensure that all Smithsonian Data is protected from unauthorized access, disclosure, modification, theft, loss, and destruction. (iv) Contractor shall not disclose Smithsonian Data without the Smithsonian’s advance written authorization. If Contractor receives a legal request (such as a subpoena), or becomes subject to a legal requirement or order to disclose Smithsonian Data, Contractor shall (1) immediately notify the Contracting Officer’s Technical Representative (“COTR”) of it and afford the Smithsonian the opportunity to contest such disclosure, (2) assert the confidential nature of the Smithsonian Data, and (3) cooperate with the Smithsonian’s reasonable requirements to protect the confidential and proprietary nature of Smithsonian Data. (v) Contractor shall not transfer access to any Smithsonian Data in the event of a Contractor merger, acquisition, or other transaction, including sale in bankruptcy, without the prior written approval of the Contracting Officer. (c) Contractor shall provide the Smithsonian reasonable access to Contractor facilities, installations, technical capabilities, operations, documentation, records, databases, and personnel, and shall otherwise cooperate with the Smithsonian to the extent required to carry out an audit for compliance with the requirements in this contract. Contractor shall, as requested by the COTR, complete, or assist Smithsonian staff with the completion of, a privacy and/or security review which might include providing requested information and documentation about how Smithsonian Data is used, collected, maintained, stored, or shared. (d) Contractor shall make any Smithsonian Data accessible to the COTR as soon as possible, but no later than ten calendar days of receiving a request from the COTR, and shall transfer all Smithsonian Data to the COTR no later than thirty calendar days from the date of such request from the COTR. Contractor shall, when required to transfer

Smithsonian Data to the COTR under the terms of this contract, provide that Smithsonian Data in one or more commonly used file or database formats as the COTR deems appropriate. (e) Unless otherwise specified in this contract, Contractor shall purge any Smithsonian Data from its files and shall provide the COTR a Certificate of Destruction confirming the purging of the Smithsonian Data within forty-five calendar days of receiving a request from the COTR or at the expiry of this contract. (f) Contractor shall only be permitted to use non-Smithsonian provided information technology resources to access or maintain Smithsonian Data if Contractor provides, and the COTR approves, the following written certifications about the non-Smithsonian provided information technology resources: (i) Contractor shall maintain an accurate inventory of the information technology resources; (ii) Contractor shall keep all software installed on the information technology resources, especially software used to protect the security of the information technology resources, current and free of significant vulnerabilities; (iii) Contractor shall encrypt all Smithsonian Data stored or accessed on a non-Smithsonian provided mobile device (*e.g.*, phone, laptop, tablet, or removable media) using a Federal Information Processing Standards 140-2 certified encryption method; (iv) Contractor shall utilize anti-viral software on all non-SI information technology resources used under this contract; and (v) Contractor shall encrypt all transmissions of PII using Transport Layer Security 1.2 or higher with secure cyphers. Secure Sockets Layer shall not be used. (g) Unless more substantial requirements are provided for herein, Contractor is responsible for, at a minimum, applying industry best practice background screening, security and privacy training, and other appropriate personnel security safeguards to the services performed under this contract. (h) Contractor shall, if requested by the COTR, require its employees to sign a nondisclosure agreement, sign a conflict of interest agreement, and/or sign an acknowledgement of the requirements in this contract.

**2. Privacy Breach or IT Security Incident:** In the event of (i) any action that threatens or is likely to threaten the confidentiality, integrity, or availability of Smithsonian IT resources (including computer hardware and software, data, communication links, mobile devices, digitized assets, automated processes, physical computing environments, and associated personnel, whether located inside or outside of the Smithsonian); (ii) any activity that violates Smithsonian IT Security policies provided by the COTR; (iii) any suspected or confirmed loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or situation where persons other than authorized users or for an other than authorized purpose have access or potential access to Smithsonian Data or PII in a usable form, whether physical or electronic; or (iv) any suspected loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or situation where persons other than authorized users or for an other than authorized

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purpose have access or potential access to PII in a usable form, whether physical or electronic (collectively, “Incident”), Contractor shall: (a) Immediately, but no later than twenty-four hours after discovery, report the Incident to the Smithsonian Office of the Chief Information Officer (“OCIO”) Help Desk by calling 202-633-4000 and, if the OCIO Help Desk does not answer the telephone, leaving a voicemail which includes the name of Contractor, a brief summary of the Incident, and a return telephone number; (b) The Contractor shall cooperate with Smithsonian investigations and response activities for breaches or incidents that include the Contractor’s IT resources or personnel. (c) Follow industry standard best practices to correct and mitigate any damages resulting from the Incident; and (d) Indemnify and hold the Smithsonian harmless from any costs incurred by the Smithsonian in connection with such Incident caused in whole or part by Contractor’s failure to comply with its obligations under this contract.

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

**4. Cardholder Data and PCI Sensitive Authentication Data:** (a) Any Contractor that collects, processes, stores, transmits, or affects the security of cardholder data or Payment Card Industry (“PCI”) sensitive authentication data, either directly or through a third party, in order to carry out the requirements of this contract shall provide the COTR: (i) before this contract begins and annually thereafter, for Contractor and for any third party vendor that processes,

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

**5. IT Systems and Cloud Services:** (a) For any Cloud System (*i.e.*, computing service provided on-demand via a

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shared pool of configurable resources instead of via separate dedicated computing resources or information technology system) Contractor develops, operates, or maintains on behalf of the Smithsonian, Contractor shall provide the necessary documentation, security control evidence, and other information needed to complete federal security Assessment and Authorization activities in accordance with the National Institute of Standards and Technology Risk Management Framework. (b) For Cloud Systems that have been Federal Risk and Authorization Management Program (“FedRAMP”) certified, Contractor shall provide FedRAMP documentation to the Smithsonian for review and shall cooperate with Smithsonian requests for clarification or further evidence. (c) For Cloud Systems which are not FedRAMP certified, and all other Contractor-hosted systems and websites, Contractor shall complete all requested Smithsonian Assessment and Authorization documentation and shall fully cooperate with the Smithsonian’s security assessment process, including providing requested security control evidence and access to interview appropriate Contractor personnel about security controls. (d) For websites or web servers hosted outside of the Smithsonian Herndon Data Center, the Contractor must allow OCIO to perform vulnerability scanning and penetration testing. Website owners should consult with information technology security staff to determine specific needs for their environment. (e) The Contractor shall maintain all Smithsonian Data inside the United States. (f) For Contractor custom developed (non-COTS) systems and websites to be hosted at the Smithsonian, Contractor shall complete all requested Smithsonian Assessment and Authorization documentation for the components/aspects of the system provided by Contractor, and shall fully cooperate with the Smithsonian’s security assessment process, including providing requested security control evidence and access to interview appropriate Contractor personnel about security controls. (g) For Contractor developed applications or Contractor built interactive systems (e.g., public-facing exhibit technology incorporated through digital signage, custom interactives, content players, media players, audio streaming devices, lighting or control automation systems), Contractor shall not circumvent the security of system (e.g., the use of backdoor or maintenance hook provisions are prohibited). (h) Contractor shall not implement into live production or use any system or website operated for the Smithsonian or containing Smithsonian Data until security and privacy authorization has been granted in writing by the Smithsonian Office of the Chief Information Officer (“OCIO”) and the Smithsonian Privacy Officer via the COTR. Contractor will resolve security deficiencies in order to successfully meet the applicable requirements of this section.

**6. Credentials and Network Access:** (a) Contractor and Contractor’s employees who have access to Smithsonian network/systems shall, when requested by the COTR, complete Smithsonian-provided privacy and security training

course(s), sign a nondisclosure agreement, sign a conflict of interest agreement, sign an acknowledgement of the requirements in this contract, provide fingerprints, pass a Smithsonian background check, and/or provide notice of the results of that background check to the COTR. The content and timing of the course(s), agreement, or background check shall be substantially similar to one that would be required of a Smithsonian employee with access to similar Smithsonian networks/systems. (b) Contractor shall notify the COTR at least two weeks before any of Contractor’s employee requiring a Smithsonian credential, network account or other access, or other Smithsonian-furnished equipment stops supporting the work of this contract. In the event that Contractor is not provided two weeks’ notice by its employee, Contractor will notify the COTR as soon as Contractor becomes aware of the employee’s departure from the contracted work. (c) Contractor shall, when any employee requiring a Smithsonian credential, network account or other access, or other Smithsonian furnished equipment stop supporting the work of this contract, provide such employee’s Smithsonian credential and any Smithsonian furnished equipment to the COTR within three business days.

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

## SMITHSONIAN INSTITUTION RIGHTS-IN-DATA CLAUSE

As used herein, the term “Subject Data” includes, but is not limited to, literary works; musical works, including any accompanying words; dramatic works, including any accompanying music; pantomimes and choreographic works; pictorial, graphic and sculptural works; motion pictures and other audiovisual works; sound recordings; and architectural works, as each of those terms are used and defined by the Copyright Act of the United States (17 USCS §101, et. seq.) (the “Copyright Act”) and works of any similar nature (whether or not copyrighted) which are included in the material to be delivered under this contract.

(a) Work for Hire. All Subject Data first produced, composed, or created in the performance of this contract, where such Subject Data consists of a work: (i) specially ordered or commissioned for use as a contribution to a collective work; (ii) as part of a motion picture or other audiovisual work; (iii) as a translation; (iv) as a supplementary work; (v) as a compilation; (vi) as an instructional text; (vii) as a test; (viii) as answer material for a test; or (ix) as an atlas, as each of those terms are used and defined by the Copyright Act, shall be considered a “work made for hire,” as that term is defined under the Copyright Act. The copyright to such Subject Data shall be the exclusive property of Smithsonian and may be registered by the Smithsonian Institution in its own name.

(b) Other Copyrightable Works. All Subject Data first produced in the performance of this contract, where such Subject Data consists of copyrightable materials that do not fall within the enumerated categories for work for hire, shall become the property of Smithsonian. Contractor hereby transfers to Smithsonian full legal title and all right, title, and interest in the copyright to all such Subject Data, including without limitation, all preliminary renditions of the Subject Data whether or not such renditions are actually delivered to Smithsonian. The copyright to such Subject Data shall be the exclusive property of Smithsonian and may be registered by the Smithsonian Institution in its own name.

(c) Except as specified herein, no Subject Data first produced in the performance of this Agreement may be published or reproduced by Contractor in whole or in part, in any manner or form, without Smithsonian’s prior written consent. Contractor agrees that no right at common law or in equity shall be asserted, and no claim to copyright by statute shall be established by Contractor in any such Subject Data without Smithsonian’s prior written consent. Contractor shall secure Smithsonian’s legal title and interests in and to all Subject Data that is produced for Contractor by third parties pursuant to this Agreement.

(d) License for Other Subject Data. Excluding the Subject Data which Smithsonian owns or has already obtained a license for, Contractor hereby grants to Smithsonian a royalty-free, non-exclusive, perpetual, and irrevocable license in all copyrighted or copyrightable Subject Data not first produced, composed, or created in the performance of this Agreement, but which is incorporated in the material furnished under this Agreement. Such license includes, without limitation, the rights to reproduce, publish, translate, broadcast, transmit, distribute, exploit, display, use, sell, and/or dispose of such Subject Data in any manner, and to authorize others to do so. In the event that Contractor does not have the right to grant such a license with respect to any such Subject Data, Contractor shall immediately notify the Smithsonian of this fact and

obtain Smithsonian's prior written permission to incorporate such Subject Data in the work. Without this notification, Smithsonian will be acting in reliance on this contract and will presume that it possesses all necessary rights and is free to make whatever use of the Subject Data that Smithsonian determines is in its best interests.

(e) The Contractor hereby warrants that the Subject Data delivered to Smithsonian pursuant to this contract does not infringe statutory copyrights or common law literary rights of Contractor or others and contains no matter libelous or otherwise unlawful. Contractor agrees to indemnify the Smithsonian Institution, its Board of Regents, officers, agents, and employees against any liability, including costs and expenses, for: (i) violations of copyright or any other property rights arising out of the use, reproduction, or disposition of any Subject Data furnished under this contract; or (ii) based upon any libelous or other unlawful matter contained in said Subject Data.

(f) The Contractor agrees to report in writing to the Smithsonian Office of the General Counsel, promptly and in reasonable detail, any notice or claims of copyright infringement received by Contractor with respect to any Subject Data or other material delivered under this contract.