

**Smithsonian Institution
National Air and Space Museum**

Statement of Work – CCPF Contractor

May 23, 2014

STATEMENT OF WORK

The main purpose of this project is to conduct a condition assessment of a portion of artifacts from the National Collections. The goal of the assessment is to identify hazardous materials that need mitigation, document the current physical condition in order to establish a strategic conservation treatment plan, and to identify artifact handling concerns.

All work will be performed under overall direction of Samantha Snell, Collections Project Specialist, Collections Division.

The contractor will work a total of 1296 hours. These hours will be completed between the official start of work (approximately September 15, 2014) and July 10, 2015. The number of days/hours worked per week can vary. Work schedules will be coordinated and confirmed at least one week in advance. The project work hours are to be completed between 6am and 3:30pm. In addition, contractors are not permitted at the work site unless the COTR or a full time CPU (Collections Processing Unit) staff member is also at that work site.

Deliverables:

- Complete NASM designed artifact conservation assessment surveys for at least 740 NASM artifacts included in the 2014 Collections Care and Preservation Fund Project.
- Add survey and related artifact information into the collections database (The Museum System).
- Perform digital photography as necessary to document the condition of artifacts as they are surveyed.
 - o Add these photos into the collections database
- Perform preventative conservation treatments and cleaning as necessary for stabilization of fragile artifacts.

Payment: The contractor will submit invoices for completed work on a bi-weekly basis. Invoices will include the quantity of worked hours and a brief description of the services provided. The hourly rate will be determined by contractor and is NTE 1296 hours. The hourly rate invoiced will remain the same throughout the contract period, regardless of the type of work performed.

The primary duty station will be the Paul E. Garber Facility, Building 10, 3904 Old Silver Hill Road, Suitland, MD 20746. The secondary duty station will be the Steven F. Udvar-Hazy Center, 14390 Air and Space Parkway, Chantilly, VA 20151.

The information below states that the contractor is responsible for their own benefits and taxes.

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.