

**Smithsonian Institution
National Air and Space Museum**

Statement of Work –Collections Management Contractor

STATEMENT OF WORK

The Smithsonian's National Air and Space Museum (NASM) requires professional, non-personal, work-for-hire services to conduct condition assessments of artifacts from the National Collections. The purpose of the assessments is to identify hazardous materials that need mitigation; document the current physical condition in order to establish a strategic conservation treatment plan; identify artifact handling concerns; catalog collections items; create, enhance, and correct existing records in the museum's collection information system, The Museum System (TMS); and to assist with a variety of collection digitization projects associated with these items. Artifacts for this project include, but are not limited to, aeronautic equipment, instruments, avionics, gauges, garments, engines, space related objects, paintings, and memorabilia.

Background and Purpose: The NASM is in the process of relocating its artifact collections from the Paul E. Garber Facility in Suitland, MD to the Steven F. Udvar-Hazy Center in Chantilly, VA for storage. Thorough documentation of the artifacts is the first step in preparing the Collection for this relocation effort. The purpose of this contract is to increase the number of artifacts with condition surveys and high quality TMS records and to improve access to the TMS records.

All work will be performed under overall direction of the COTR Vanessa Nagengast, Supervisory Museum Specialist, Collections Department.

The contract is Not to Exceed a total of 1437 hours for base period and thereafter Not to Exceed 1936 hours for the one year options. These hours will be completed between the official start of work on April 6, 2020 through December 31, 2020. The number of days/hours worked per week can vary. Work schedules will be coordinated and confirmed at least one week in advance. Work can only be completed when the COTR or Collections Processing Unit staff are on site; work must be completed between 6:00am and 3:30pm.

The Smithsonian Institution will provide training in the approved handling and testing of the radioactive artifacts. NASM will provide dosimeters, Geiger Counter, testing equipment, and other related collections management materials.

Deliverables:

- Perform object handling.
- Complete NASM designated artifact conservation assessment surveys for at least 470 NASM artifacts for the base period and thereafter 590 per option year.
- Add survey and related artifact information into the collections database (TMS).
 - o Related artifact information includes but is not limited to dimensions, materials, descriptions, markings, locations, accession lots, alternate numbers, and creating records as necessary.
- Handle artifacts, including those containing RA226 (radium paint), beryllium, cadmium, asbestos and other possible hazardous materials.

- Approximately 25% of the artifacts in the instrument collection are radioactive with the average of 0.7 mR/hr as the highest external radiation reading.
 - As per the EPA, “The amount of radiation exposure is usually expressed in a unit called millirem (mrem). In the United States, the average person is exposed to an effective dose equivalent of approximately 620 mrem (whole-body exposure) per year from all sources (NCRP Report No.160).” All sources include – computer terminals, television, smoke detectors, etc.
- All instruments will be surveyed with an SI issued Geiger Counter by either NASM staff or contractors prior to inclusion in the CCPF project.
- Rehouse artifacts in OSHM and NASM Conservation approved storage containers.
 - Create handling trays/containers.
 - Perform preventative conservation on artifacts such as vacuuming after consultation with Conservation unit.
 - Pack artifacts into containers.
 - Relocate artifacts to/from storage for processing.
- Perform wipe tests on artifacts and housing materials as necessary.
- Perform daily Geiger Counter inspections of PPE and work areas.
- Perform digital photography as necessary to document the condition of artifacts as they are surveyed.
 - Add these photos into TMS.
- Identify conservation treatment needs.
- Coordinate artifact and data reviews with curators, conservators, registrars, collections managers or NASM staff as appropriate and approved by the COTR.
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SAFETY AND HEALTH REQUIREMENTS

The Contractor and their subcontractors shall assume full responsibility and liability for ensuring compliance with the most stringent provisions of the applicable occupational safety and health statutes and regulations of the Maryland Occupational Safety and Health (MOSH) and the United States Department of Labor Occupational Safety and Health Administration (OSHA). Additionally, the Contractor and their subcontractors are also required to adhere to the Smithsonian Institution Safety Manual. In case of a conflict between applicable regulations, the more stringent requirements shall apply.

The Contractor and their subcontractor employees shall cooperate with representatives of the Smithsonian Institution and federal, state, and local regulatory agencies during site inspections, exposure assessments, or investigations. These activities will not involve directing of the Contractor’s work, but may involve interviews with Contractor and Subcontractor personnel or the wearing of personal monitoring equipment. The Smithsonian’s Office of Safety, Health, and Environmental Management (OSHEM) will notify the COTR of any operation that is not in compliance with federal, state, or local health and safety or environmental regulations or SI policy and procedures, and that may require the Contractor or Subcontractor to stop work on a specific task or operation.

SI will provide the Contractor, through the COTR, with any available information on the safety and health hazards expected to be encountered during the performance of work and share results of industrial hygiene exposure assessments and existing job hazard analyses. This will allow the Contractor to fulfill their responsibility to determine appropriate safety, medical surveillance, and training requirements for

their staff. This information must also be shared by the Contractor with any Subcontractors they engage. The Contractor shall provide to the COTR, documentation of medical clearance, training, certification, and other documentation specified in the Safety Submittals section of this SOW. Please be advised that documentation requirements may evolve depending on the changes to the types of hazards found during the performance of this work.

The Contractor shall bring to the attention of the COTR or NASM Safety Coordinator, any material encountered during execution of the work that the Contractor suspects to be hazardous and that was not previously identified. The Contractor and their Subcontractors shall participate in the protection of building occupants and not perform work in such a way as to endanger their safety and health.

Where work requires entrance into a room posted as a Restricted Area, which might present danger to Contractors personnel in the form of pathogenic, radioactive, or chemical agents, the contractor shall request instruction from the COTR or NASM Safety Coordinator as to required protective measures, and shall abide by such instructions.

The Smithsonian may require unique equipment or specific procedures to be followed in the handling of collections. When specific equipment is prescribed, the Smithsonian will provide the equipment, appropriate training and advise the Contractor on the PPE required for its use. The Smithsonian will not be held liable for any illness or injury resulting from the improper use, failure or illness/ injury suffered during use of specialized equipment.

The Contractor and their Subcontractor employees must participate in the Site-Specific Safety Orientation provided by the NASM Safety Coordinator. This will include emergency procedures and reporting of accidents and incidents.

Accident Reporting - The Contractor shall immediately report to the COTR, all accidents and incidents including near-misses, that occur during the performance of the work. The Contractor is also responsible to notify the COTR of any workers' compensation claims filed related to illness, injury, or exposure on or at a Smithsonian job site.

Emergencies - Contractors and their Subcontractors shall immediately report any fire, medical, or other emergency situation, to the corresponding Office of Protection Services Control Room (National Mall Building 202-633-3722; Steven F. Udvar-Hazy Center 703-572-4020; Paul E. Garber Facility 301-238-1380). The Contractor shall also make a non-emergency notification to the COTR and NASM Safety Coordinator. The Contractor shall follow the applicable guidance found in the NASM Unit Emergency Management Plan, including the Smithsonian Employee Emergency Procedures (EEP) and NASM Unit Emergency Operating Procedures (EOPs). Notification of fire must be made even if the fire was extinguished. The Contractor is responsible for promptly notifying the COTR of any fire extinguisher that has been used so that it can be promptly replaced.

Hazardous waste disposal - The Contractor must notify the COTR and Safety Coordinator of any hazardous or universal wastes that must be disposed of.

Safety Submittals

Upon contract award, the Contractor must be able to provide all required safety submittals within 3 weeks of notice to proceed and prior to work.

- A. Contractor’s Job Hazard Analysis (JHA) for work to be performed indicating the type of exposure controls to be used. Where personal protective equipment is specified, the selection of PPE shall be based on a workplace hazard assessment.
- B. Copies of Contractor’s safety training documentation for applicable training such as hazard communication, personal protective equipment, respiratory protection, etc.;
- C. Additional submittals may be required for work involving hazardous materials, substances, and wastes such as medical monitoring, respirator medical clearance, respirator fit testing of tight fitting respirators, and certifications for work with specific materials (i.e. asbestos, lead, etc.).
- D. As Contractor or Subcontractor employee turnover occurs, the COTR shall be provided with the required documentation for all new employees. Training documentation updates shall be provided to the COTR for all standards requiring refresher training if refresher training is due during the period of performance of the contract.

The Contractor shall submit safety data sheets (SDSs) for chemical products the Contractor plans to bring onto SI property, along with a brief description of how and where they will be used. The SDSs must be recent (preferably less than 3 years old) and comply with the OSHA Hazard Communication Standard 29 CFR §1910.1200.

Payment: The contractor will submit invoices for completed work on a monthly 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. The hourly rate invoiced will remain the same throughout the contract period, regardless of the type of work performed.

The primary work location will be the Paul E. Garber Facility, 3904 Old Silver Hill Road, Suitland, MD 20746. Other work locations will be the Steven F. Udvar-Hazy Center, 14390 Air and Space Parkway, Chantilly, VA 20151 and the National Air and Space Museum, Independence Avenue at 6th Street SW, Washington, DC 20560.

The additional option years will be based upon availability of funding, availability of work, and COTR approval. The contractor will provide the base year price and option year pricing in table form.

Sample:

Period of Performance	Hourly Rate
Base Year (April 6, 2020 – December 31, 2020)	\$XX.XX
Option Year 1 (January 1, 2021 – December 31, 2021)	\$YY.YY
Option Year 2 (January 1, 2022 – December 31, 2022)	\$ZZ.ZZ
Option Year 3 (January 1, 2023 – December 31, 2023)	\$AA.AA

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 or illness 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.