



DEPARTMENT OF THE ARMY
FORT WORTH DISTRICT, CORPS OF ENGINEERS
P.O. BOX 17300
FORT WORTH, TX 76102-0300

4 AUG, 2023

**REQUEST FOR STATEMENT OF INTEREST
W9126G-23-2-SOI-4312**

*Applicants must be a member in one of the following Cooperative Ecosystem Studies Units
Grat Lakes – Norther Forest / North Atlantic Coast CESU Regions*

Project Title: Archeology Planning, Survey, Evaluations, Reporting and Education, Fort Drum

A cooperative agreement is being offered ONLY to members of the Cooperative Ecosystem Studies Units (CESU) Program Region(s) identified above. Award will be made upon mutual agreement and acceptance of the terms and conditions contained in the request for proposal and the of the recipient's CESU Master Agreement. Note the established CESU Program indirect rate is 17.5%.

Responses to this Request for Statements of Interest will be used to identify potential organizations for this project. Approximately **\$645,300** is expected to be available to support this project for the **base period**. Additional funding of \$3,495,151 may be available to the successful recipient for optional tasks and/or follow on work in subsequent years.

Period of Performance. The base period of the agreement will extend 12 months from date of award. There may be Follow-on (FO) periods: Four 12-month FO periods

Description of Anticipated Work: See attached Statement of Objectives

NOTE: At this time we are only requesting that you demonstrate available qualifications and capability for performing similar or same type of work by submitting a Statement of Interest. A full proposal and budget are NOT requested at this time.

Preparation of your Statement of Interest: Provide the following (Maximum length: 2 pages, single-spaced, 12 pt. font):

1. Name, Organization, Cage Code, Unique Entity ID, and Contact Information (Email)
2. Brief Statement of Qualifications (including):
 - a. Biographical sketch of the Principal Investigator, to include specific experience and capabilities in areas related to this project's requirements
 - b. Relevant past projects and clients with brief descriptions of these projects
 - c. Staff, faculty or students available to work on this project and their areas of expertise
 - d. Brief description of other capabilities to successfully complete the project: (e.g. equipment, laboratory facilities, greenhouse facilities, field facilities, etc.)

Submission of Your Statement of Interest

1. Statements of Interest are due by 5:00 P.M., Central Time, on **21 August 2023**.
2. Submit your Statement of Interest via e-mail attachments or direct questions to:

Sandra Justman, Grants Specialist
USACE, Fort Worth District
Email: Sandra.justman@usace.army.mil
Office: 817-886-1073

Kathy Mitchell, Project Manager
USACE, Fort Worth District
Email: kathy.s.mitchell@usace.army.mil
Office: 817-886-1709

Review of Statements Received: All statements of interest received from a member of the CESU Region(s) identified above will be evaluated by a board comprised of one or more people at the receiving installation or activity, who will determine which statement(s) best meet the program objectives: offer the most highly qualified Principal Investigator, have the most relevant experience and the highest capability to successfully meet the program objectives. Submitters whose statements are determined to best meet the program objectives will be invited to submit a full proposal.

Thank you for your interest in our Cooperative Agreements Program.

ALICE AUSTIN
Contracting Officer

Attachment: Statement of Objectives

**STATEMENT OF OBJECTIVES
for**

**Archeological Planning, Survey, Evaluations, Reporting and Education
for
Fort Drum, New York**

1.0 PURPOSE

1.1 The Fort Drum environmental program ensures military mission activities are conducted in compliance with all applicable environmental laws, regulations and policies. Article I B of the master agreement states the objectives of the CESU are to: provide research, technical assistance and education to federal land management, environmental and research agencies and their potential partners; develop a program of research, technical assistance and education that involves the biological, physical, social sciences needed to address resource issues and interdisciplinary problem-solving at multiple scales and in an ecosystem context at the local, regional, and national level; and place special emphasis on the working collaboration among federal agencies and universities and their related partner institutions.

1.2 This work requires onsite support at Fort Drum, New York. The work shall involve: planning and implementation for archaeological survey; archaeological site evaluation; recommendations for archaeological site stewardship; analysis of finds; cataloguing and curation of cultural material; data management; monitoring of ground disturbing activities; support for outreach and education; and synthesis and reporting of the results of the survey.

The services to be delivered by the Cooperator to the Government are non-personal services, and no employer-employee or master-servant relationship exists or will exist under the agreement between the Government and Cooperator and/or between Government personnel. Cooperator personnel shall be responsible not to the Government, but solely to the Cooperator, who shall be accountable to the Government. The services to be performed under this agreement shall not require the Cooperator or his employees to exercise personal judgment and discretion on behalf of the Government, but rather, Cooperator personnel shall act and exercise personal judgment and discretion on behalf of the Cooperator.

2.0 AUTHORITY

2.1 This cooperative agreement will be awarded using the authorities granted to the Fort Worth USACE under 10 U.S.C § 2684 Cultural Resources. In agreement with the above stated goals, the recipient/cooperator agrees to provide the necessary personnel, equipment, and materials required to implement, in part, the Fort Drum responsibilities pursuant to National Historic Preservation Act (54 U.S.C. 300101 et seq.), Native American Graves Protection and Repatriation Act (25 U.S.C. 3001 et seq.), the

Archaeological Resources Protection Act (16 U.S.C. 470 et seq.), the National Environmental Policy Act (42 U.S.C. 4321 et seq.), applicable implementing regulations, Army Regulations 200-1.

2.2 In accordance with section 6305 – *Using cooperative agreements* of the *Federal Grant and Cooperative Agreements Act of 1977* (31 U.S.C. § 6301 et seq.), all CESU projects must carry out a public purpose of support or stimulation, instead of acquiring goods or services for the exclusive direct benefit of the United States Government. Examples of carrying out a public purpose may include, but are not limited to, the following:

- Project results are made available to a wide audience (including nonfederal entities)
- Project results/outputs add to the scientific literature/knowledge base, with applicability and utility beyond the scope of the project footprint/study area
- Academic and other nonfederal partner institutions (and their personnel) gain professional experience, increase knowledge, and develop skills and abilities
- Students benefit from direct interaction with federal scientists, program and technical staff, and field unit managers

2.3 In accordance with section 6305 – *Using cooperative agreements* of the *Federal Grant and Cooperative Agreements Act of 1977* (31 U.S.C. § 6301 et seq.), substantial involvement is expected between the Department of Defense and the recipient when carrying out the activity contemplated by the cooperative agreement. The DoD agrees to participate at a national level in support of the CESU program as accepted in the Master MOU for the establishment and continuation of the CESU program Article II 1-4 and Article VI 1-7.

The installation further (hence DoD) agrees to provide substantial involvement as directed under each of CESU Regional Master Agreements 9 to include, but are not limited to, the following:

- Fort Drum is involved in development of study methodology, data gathering, analysis, and/or report writing
- Fort Drum actively participates and collaborates in carrying out the project plan of work, reviews and approves activities, helps train or select project staff or trainees
- Fort Drum incurs in-kind or direct expenditures in carrying out the activities specified in the project agreement. Examples include, but are not limited to, the following:
 - Providing vehicles, airplane/helicopter time
 - Providing computing services
 - Providing staff time to work on the project

3.0 DESCRIPTION OF OBJECTIVES

Cooperator operating hours shall be consistent with normal core duty hours of Fort Drum. Normal core duty hours are 6:30 AM - 5:00 PM, Monday through Friday, excluding Government holidays. The cooperator can expect that a portion of the work may be performed outside of these core hours and on weekends or holidays if deemed necessary. Certain restrictions apply to designated Physical Training (PT) areas on Fort Drum during PT hours.

Persons working under this delivery order are considered to be carrying out official agency duties associated with the management of archaeological resources, and therefore are exempt from obtaining an Antiquities Permit per Section 5(c) of 32 CFR Part 229 – Protection of Archaeological Resources Uniform Regulations.

In accordance with the provisions of the Native American Graves Protection and Repatriation Act of 1990 (NAGPRA), should human skeletal remains be encountered during the course of the investigations, work shall cease in the immediate area and Fort Drum's NAGPRA SOP immediately initiated.

The objectives of the work to be performed under this cooperative agreement are to plan, coordinate, perform, and document inventory survey and evaluation of archaeological sites on up to 1000 acres as identified by the Fort Drum Cultural Resources Manager. A secondary objective will be to provide environmental education to the installation and wider community. Support will be used to ensure that Fort Drum meets its cultural resources management responsibilities as assigned by Sections 106 and 110 of the National Historic Preservation Act, as amended.

3.1 Task 1: FIELD INVESTIGATIONS

The Cooperator is required to plan, supervise, and conduct systematic subsurface investigation in order to identify potential site locations.

The Cooperator is required to lay baselines and transects for shovel tests, walkover surveys, and deep testing if necessary.

The Cooperator is required to GPS all baseline locations, and complete field investigations including shovel tests with thorough documentation of activity including mapping and photography.

The Cooperator is required to analyze all finds for potential identification.

The Cooperator is required to complete survey data on forms as designated by Fort Drum. The recipient/cooperator shall provide coverage of all survey activity into the Fort Drum GIS system.

The Cooperator is required to lay out test excavations for archaeological evaluation.

The Cooperator is required to GPS all unit locations, and complete field investigations including test excavations with thorough documentation of activity including mapping and photography.

The Cooperator is required to complete evaluation data on forms as designated by Fort Drum. The recipient/cooperator shall provide coverage of all evaluation activity into the Fort Drum GIS system.

The Cooperator is required to consider pertinent investigative topics that should form the basis for sound evaluation strategy, including topics addressed at the local, regional, and national level.

The Cooperator is required to evaluate landform potentials relative to other, similar sites on Fort Drum and test accordingly.

The Cooperator is required to use predictive modeling to target field sampling and evaluation for maximum efficiency.

The Cooperator personnel may need to ride in military aircraft from time to time to satisfactorily complete their work.

The Cooperator is required to plan, supervise, and conduct systematic subsurface investigation in order to evaluate the potential National Register eligibility of archaeological sites.

The Cooperator is required to analyze all finds for potential identification.

The Cooperator shall identify the most appropriate evaluation strategies for finds.

The Cooperator is required to complete preliminary evaluation of positive sub- surface testing.

The Cooperator shall identify the most appropriate evaluation strategies for finds.

Field examination shall be conducted by the Cooperator in close coordination with the Cultural Resources Program at Fort Drum.

The Cooperator field crews are required to be subject to periodic onsite inspections by Fort Drum representatives without prior notification.

The Cooperator is required to verify site boundaries using existing site forms, artifact distributions, physical features, or the absence of features, by means of a sampling, compass, total station, and/or global positioning system. Test augers, cores, and/or test units are required to be placed in such a manner by the Cooperator as to maximize information retrieval.

The Cooperator is required to use professional judgment as to the most appropriate method and provide adequate justification for the proposed methodology. At a minimum, the Cooperator is required to follow the Fort Drum standard procedures for survey and test unit investigation.

The Cooperator is required to backfill all excavations.

Field examination shall be conducted by the Cooperator in close coordination with the Cultural Resources Program at Fort Drum.

The Cooperator field crews are required to be subject to periodic onsite inspections by Fort Drum representatives without prior notification.

3.2 Task 2: LABORATORY AND CURATION

The Cooperator is required to supervise recovery, processing, cataloging, analysis, and preparation of all recovered cultural materials for permanent curation using guidelines set forth in 36 CFR Parts 79 and 800. These materials include but are not limited to artifacts, soil samples, flotation samples, botanical materials, faunal materials and radiocarbon samples.

The Cooperator is required to submit all hard copy report materials on archive quality acid free paper.

The Cooperator may provide supplementary supplies, material, and services to ensure complete analysis if Government inventory of these supplies, materials, and services is insufficient.

3.3 Task 3: REPORT WRITING

The Cooperator is required to synthesize all field, contextual, and analytical information into a draft and final report detailing the results of the investigations. This report must include detailed mapping of all finds into the Fort Drum GIS with associated data base information entered in electronic form. The report must provide sufficient data for an evaluation of sites' eligibility in terms of the National Register of Historic Places criteria for eligibility.

The Cooperator is required to justify rationale for evaluations with supporting data. Site information provided by the recipient/cooperator is required to include a detailed description of the nature and extent of the cultural resources and a statement of site significance. Should the data support a determination of eligibility, the final report must

provide recommendations for data recovery required to prevent loss of information and for protection and stabilization of sites discovered.

The Cooperator is required to support ongoing efforts to maintain an up to date cultural resources management plan in close coordination with the Cultural Resources Manager.

3.4 Task 4: ARCHAEOLOGICAL MONITORING OF CONSTRUCTION

The Cooperator is required to monitor construction and ground disturbing activities that are taking place in archeologically sensitive areas.

The Cooperator is required to document cultural material discovered during ground disturbance and synthesize into draft and final reports.

3.5 Task 5: PUBLIC OUTREACH

The Cooperator is required to participate in outreach programming related to all aspects of the Fort Drum Environmental program. These activities may include but are not limited to managing environmental social media, producing video products, guiding field trips, speaking to installation and community audiences, and developing outreach materials like brochures, booklets, and posters.

The cooperator is required to develop, implement, and test outreach, education, and training initiatives to increase cooperation throughout the Fort Drum community in terms of environmentally friendly behavior and to make every effort to ensure that all members of the Fort Drum community understand the environmental requirements associated with responsible management of federal land and a US Army Garrison.

Create and/or revise press releases, pamphlets, newsletters, brochures and flyers for environmental division and installation environmental news.

Coordinate and/or assist in coordinating special events (e.g., Arbor Day, Maple Days, Earth Day, Environmental Division Civilian of Quarter Luncheon, Fishing Derby, Fort Drum Outdoor Adventure Day, National Public Lands Day and Native American Month).

Collect and assimilate data and create Environmental Division Award Packages for Department of Defense Awards if directed by the Environmental Division Chief.

Collect and analyze data related to outreach measures as compared with evidence of environmentally conscious behavior across the installation.

3.6 Task 6: SITE CONSULTATION

The Cooperator is required to prepare consultation documents for dissemination to the Fort Drum consultation partners, including the NYSHPO, the Oneida Indian Nation, the

Onondaga Nation, and the St. Regis Mohawk Tribe. Furthermore, the cooperator may be required to arrange, schedule, attend, and/or lead consultation meetings with the Fort Drum consultation partners, in all that this may entail.

3.7 Task 7: OTHER

The Cooperator is required to clean up all debris and discarded materials resulting from the recipient/cooperator operations at the end of each workday. Materials must be disposed of in accordance with applicable local, state and federal laws and regulations. In case of conflict among these laws and regulations, the most stringent law or regulation will apply. No open burning is to be allowed.

The Cooperator is to be responsible for taking safety precautions under snow, ice, and freezing conditions by performing appropriate safety measures.

4.0 QUALIFICATIONS: Cooperator employees shall be trained, qualified, certified and/or licensed under the requirements specified in this agreement prior to starting work. The cooperator shall maintain records of training qualifications, certifications, and licenses and provide them to the Contracting Officer upon request. The Cooperator shall ensure that the employees remain fully qualified to perform work under this agreement. The Cooperator shall maintain the work force in such a manner as to ensure that the employees remain fully qualified. The Cooperator shall only employ persons able to speak, read, write, and understand English for those positions interacting with Government personnel, and where English is used or essential to provide the product, record, data, information, or service. Cooperator personnel shall be physically capable of performing work under all climatic conditions. Recommended qualification and experience include the following:

- Principal Investigator / Field Director. This person must have practical expertise in archaeology and cultural resources within the Fort Drum region, and data analysis and report preparation experience.
- The educational and experience requirements for Entry-/Mid-level personnel are: BA/BS degree in archaeology with demonstrated experience in New York Archaeology; previous experience with Army/Department of Defense cultural resources programs.
- The educational and experience requirements for Mid-/Senior-level personnel are: BA/BS degree in archaeology with 10 or more years of experience in New York Archaeology; previous experience with Army/Department of Defense cultural resources programs.
- Cooperator personnel shall be physically capable of performing work under all climatic conditions.

5.0 GOVERNMENT FURNISHED MATERIALS, PROPERTY AND SERVICES

4.1 Materials, Information, Support, Field Supplies & Equipment:

- 4.1.1 Installation topographic maps and detailed maps showing the location of all known archeological sites on the installation. Access to all previously collected archeological material and archives on Fort Drum.
 - 4.1.2 Initial Access to Ranges and Training Areas at Fort Drum, New York.
 - 4.1.3 Laboratory support for mobilizing field crew, processing artifacts and paperwork.
 - 4.1.4 Field equipment for archeological investigations including but not limited to shovels, screens, compasses, measuring devices, forms, cameras, clipboards, dustpans, brushes, buckets, levels, plumb lines, wheelbarrows, bags, and markers. Handheld GPS and field computers will be supplied to the extent that the Government inventory permits.
 - 4.1.5 Infrastructural support including laboratory, storage, and materials for curation of archeological materials and supporting documentation.
 - 4.1.6 Office infrastructural support including computers, network access, internet access, email, word processing, database, and photography support.
 - 4.1.7 Support for radiocarbon dating, not to exceed two samples.
 - 4.1.8 Coordination with the Fort Drum safety program and installation security.
- 4.2 Facility: The Cooperator will be provided use of the facilities to be used as office and storage space. Combustible materials shall be stored outside the building in tightly covered metal containers. The Cooperator shall keep the Government provided facilities and storage areas in a condition similar to that which existed at the start of agreement performance. This shall not exclude the eventuality of fair wear and tear as may occur from regular business use of the facility. The Government reserves the right to seek any allowable remedy following applicable law or statute for damages caused by the Cooperator beyond fair wear and tear as determined by the Contracting Officer. The Cooperator shall not attempt to effect any changes to the facilities including those related to the structural, mechanical, electrical, or other systems that were in place at the time of the initial inspection or that may be added or changed, by the Government, during this agreement.

5.3 Government Property:

5.3.1 Automated Data Processing Equipment (ADPE):

5.3.1.1 Hardware: The Government will provide ADPE hardware for the Cooperator's use.

5.3.1.2 Software: The Cooperator shall act as a Government software user and shall comply with all applicable licensing agreements for each

software application provided by the Government.

- 5.3.2 Vehicle Support: Parking space, and gasoline only to the extent that Government Inventory of vehicles permits.
- 5.3.3 Keys: The Government will provide the Cooperator with a marked set of keys to locks and locksets to all Government furnished property. The Cooperator shall specifically plan for control and protection of keys, locks, and code information established to maintain physical security. The Cooperator shall not cause or allow the duplication of any Government furnished keys or disclosure of a code or cipher without written approval of the Fort Drum POC. The Cooperator shall identify those members of the Cooperator's work force who shall be authorized access and use of keys, codes or ciphers, and the areas on the agreement site where such authorization applies. The Cooperator shall prohibit access and use of keys, codes, and ciphers, by other than authorized Cooperator employees. The Cooperator shall immediately notify the Fort Drum POC of any occurrences of lost keys or compromise of codes or ciphers. In the event keys are lost and/or duplicated, or a compromise of a code or cipher, the Fort Drum POC may direct the replacement or re-key of locks or the changing of codes and ciphers. When attributable to the Cooperator, the cost of replacing or re-keying locks, or changing of codes or ciphers, shall be at the Cooperator's expense.

Government furnished materials or property is governed by 2 C.F.R. Part 200.312 which states that a) Title to federally owned property remains vested in the Federal government. The non-Federal entity must submit annually an inventory listing of federally owned property in its custody to the Federal awarding agency. Upon completion of the Federal award or when the property is no longer needed, the non-Federal entity must return the property to the Federal awarding agency for further Federal agency utilization.

5.4 Services:

5.4.1 Emergency Services: Emergency Medical Treatment: Government furnished medical service is not available to Cooperator personnel, except in emergency on-the-job situations when Cooperator personnel suffer serious injury or acute pain. Government emergency treatment will be provided as the first point of medical care. Transfer to non-Government facilities shall be affected as soon as possible and as determined by attending medical authorities. Cooperator employees experiencing emergency on-the-job injuries or illnesses may use Guthrie Clinic. The Cooperator shall be responsible for any charges resulting from treatment at Guthrie Clinic. The hours of operation for Guthrie Acute Care Clinic are 9am -9pm. Any arrangement between the Cooperator and Cooperator employees relative to health care, and insurance(s) for health care, shall not interfere with the Government's right to reimbursement in the manner selected by the Government for each occurrence where emergency medical service is rendered. The Emergency Medical Services (EMS) telephone number is 911 (or 766 from a cell phone).

5.4.2 Fire Protection: The Government will provide fire protection and prevention services to the agreement site. These services are obtained by calling the Fort Drum Fire Department for non-emergencies at 772-4131 and by dialing 911 (or 766 from a cell phone) for emergencies.

5.4.3 Police Protection and Law Enforcement: The Government will provide Police Protection and Law Enforcement services to the Cooperator and Cooperator personnel on the installation. This service shall also include any investigative services related to physical security of Government owned property and incidents involving Cooperator owned property inclusive of privately owned property of Cooperator personnel if the incident occurs on the installation. These services are obtained by calling the Directorate of Emergency Services.

5.4.4 Training: The Cooperator shall have all personnel who will be working within the Fort Drum's Range areas attend the Fort Drum "Explosive Ordinance Recognition Class". This program is required of all personnel working in the range area and is conducted by Range Control at Fort Drum. The Fort Drum POC shall make the arrangement for the Cooperator's personnel.

5.4.5 Pest Control: Pest Control: The Government will provide pest control services for all Government provided facilities. The Cooperator shall submit requests for these services through the Fort Drum POC for approval.

5.4.6 Refuse Collection: The Government will provide refuse collection from designated collection point(s). The Cooperator shall be responsible for moving refuse from work areas at the agreement site and placing it in dumpsters at the collection point(s). The Cooperator shall comply with applicable Fort Drum regulations and policies relative to refuse collection, disposal, and recycling. Cooperator personnel shall not use Fort Drum refuse collection facilities and services to dispose of their personal trash and recyclables.

5.4.7 Repair & Maintenance of Facilities: Maintenance, repair, and replacement of GFP, equipment, and facilities will remain the responsibility of the Government. Minor maintenance shall be the responsibility of the Cooperator (e.g., basic checks on a motor vehicle before it is driven, or simple adjustments to GFP as called for in the operations manual).

5.4.8 Snow & Ice Removal/Grounds Maintenance: The Government will provide snow and ice removal from the parking lots leading and adjacent to the GFF. This service will be provided based on the Government's schedule. The Cooperator shall be responsible for snow removal and grounds maintenance as specified below in section 6.

5.4.9 Telephones: The Government will provide telephone service to the agreement site. Except for one Class A line per administrative site, all telephone service shall be

Class C. The Cooperator shall designate members of the Cooperator's staff who shall have authorization for access to the Class A line. The Cooperator shall submit, for the Fort Drum POC's approval, documentation for those individuals with access to the Class A line. The Government may provide a Telephone Personal Identification Number (PIN) for all Cooperator personnel with access to the Class A line. This PIN specifically identifies the individual to whom the PIN was issued on the installations call recording system. The Cooperator shall establish and maintain a telephone control log for personnel using the Class A service. This Log shall document all outgoing calls on the Class A service with the following minimum information, the name of person(s) initiating the call; date, time, and duration of outgoing calls; and nature or purpose of the call. Use of the Class A lines is recorded and subject to review and cost accounting by Fort Drum. The Fort Drum POC will periodically review calling records with the Cooperator. Calls not of a clearly business nature, shall be reimbursed by the Cooperator at the established rate on the telephone calling record plus a 7.5% tax. Additionally, the Cooperator is advised that all Government telephones are subject to monitoring at any time.

5.4.10 Systems Administrator: The Government will provide a Systems Administrator for Government furnished Automation Information Systems (AIS) who will:

- Serve as Systems Administrator for the system and central point of contact for the cooperator.
- Assist the cooperator with the installation and operation of any new automated system provided by the Government.
- Assist the cooperator in trouble-shooting and correcting system failures.
- Generate and control system passwords, profiles, and privileges.
- Coordinate system upgrades and fieldings with the Cooperator.

5.4.11 Local Area Network (LAN): The Government will provide access to the existing Fort Drum LAN and e-mail capability. The Cooperator may use the LAN to access the Internet or to communicate outside of Fort Drum relative to agreement performance.

5.4.12 Official Mail Distribution: The Government will pick-up and deliver official mail.

6.0 COOPERATOR EMPLOYEE CONDUCT, SECURITY, INSTALLATION ACCESS, PERSONNEL SAFETY, FURNISHED ELEMENTS AND SERVICES

6.1 Employee Conduct: The Cooperator shall not allow any employee to perform work who has illegal possession of, or who is under the influence of alcohol or controlled substances. Government rules, regulations, laws, directives, and requirements, which are in place or issued during the term of the agreement shall be applicable to all Cooperator employees or representatives who enter the Installation or who travel using Government transportation. Violation of such rules, regulations, laws, directives, or requirements shall be grounds for removal (permanently or temporarily as the Government determines) from the work site. The removal from the job site of

such personnel shall not relieve the Cooperator of the requirement to provide personnel to perform services. Individuals who violate such rules, regulations, laws, directives, or requirements may be denied access to the Installation, either temporarily or permanently. Cooperator personnel receiving a driving under the influence (DUI) conviction may be prohibited from driving on the installation. No recreational activities (e.g., hunting, fishing, trapping) will be allowed during duty time. Recreational activities will be allowed during off duty time only if a Fort Drum Recreation Permit has been obtained.

6.1.2 Employee Appearance: Cooperator employees shall be appropriately dressed including any necessary individual protective clothing and equipment.

6.2 Security & Installation Access:

6.2.1 Personnel Background Checks: The Cooperator shall screen its employees prior to employment under this UNCLASSIFIED agreement or being authorized access to the military installation/government facility. If the Cooperator obtains derogatory information concerning the Cooperator employee, the Cooperator employee will not be allowed to work under this agreement. The Cooperator shall assume all costs involved in this screening. The screening checks will include at a minimum a Local Law Enforcement Check conducted in the employee's county of residence and county of employment. These checks shall cover the past four (4) years.

Personnel using Government Computers to access networks or other Government systems will process necessary documents through the COR. Continued employment in any position requiring use of Government networks or systems may be contingent upon receiving a favorable background check. Within ten days of termination of employment, or at the end of this agreement (whichever comes first), all identification cards shall be returned to the Contracting Officer. In the event an identification card is lost, the Cooperator shall immediately notify the Fort Drum POC.

6.2.2 Security Badges: Cooperator personnel shall wear a distinctive cooperator furnished security (ID) badge readily identifying the individual as a cooperator employee. The badge shall be worn in a conspicuous place at all times when performing work under the agreement.

6.2.3 Installation Access and Control: Entry to the installation requires the following: prior coordination with the Contracting Officer or designated representative, current vehicle registration, proof of insurance, valid driver's license for the vehicle driver, and picture identification for other personnel. Cooperators/Sub cooperators and their employees requiring access to the installation will be required to comply with the installation access control policy/procedures. The Government will not be responsible for damages due to delay/stoppages caused by failure to comply.

6.2.3.1 Search and Control: Fort Drum is a controlled access post. All vehicles and personnel are subject to search and seizure of contraband and/or unauthorized Government property. Cooperator vehicles (Cooperator-owned and personal),

Cooperator employees, and their personal property shall be subject to searches and seizure of contraband and/or unauthorized Government property upon entering or leaving the Installation. The search and seizure provisions of AR 190-16 shall apply to Cooperator personnel entering or leaving Fort Drum.

6.2.3.2 Some areas may be closed due to military training exercises. In the event that an area is closed for training, the cooperator shall coordinate with the Fort Drum POC to reschedule/relocate the work to be performed.

6.2.3.2 Range Access: Range Control will issue a “RANGE PASS” for Cooperator employees and Cooperator vehicles, for the agreement duration, to allow access to the range areas on Fort Drum. The range pass will be shown to any proper military or civilian authority, if requested.

6.3 Personnel Safety: The cooperator shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The cooperator shall comply with all applicable federal, state, local, and Fort Drum laws and regulations including, but not limited to environmental, safety, and occupational health laws and regulations. Except as otherwise stated in the agreement, if the cooperator encounters material on the project site reasonably believed to be hazardous (such as ammunitions), the cooperator shall immediately stop work in the affected area and give notice of the condition to the Fort Drum POC, Fort Worth USACE POC and Range Control (772-7152). Work in the affected area shall not resume without written permission of the Fort Drum POC and Range Control.

6.3.1 Serious Accident and Incident Reporting:

The Cooperator shall report serious accidents and incidents incurred while performing work under this agreement immediately by the most expeditious means possible but not more than one hour following the accident or incident to the Fort Drum Directorate of Emergency Services, the Safety Office, Fort Worth USCE POC, and Fort Drum POC. Serious accidents and incidents include, but are not limited to, those defined in AR 385-10 and AR 190-40 respectively or referenced in other applicable directives. Examples are as follows: One or more lives lost, one or more persons critically injured, three or more persons hospitalized due to one incident, property damage estimated to exceed \$2,000, fire causing major damage to structures, equipment, or vehicles, and HAZMAT, hazardous substances, and HAZWASTE incidents.

6.3.2 Record of Injury Form: Immediately after a job-connected injury, the Cooperator shall prepare a record of the incident/accident and forward it to the Fort Drum POC. The Fort Drum POC will forward the incident/accident report to the Command Safety Office. If more information is required, the Command Safety office will coordinate with the Fort Drum POC for the required information.

6.3.3 Claims of Liability Article: Each party hereto agrees to be responsible for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the extent permitted by law.

6.4 With the exception of items specifically identified as Government furnished items in section 5.0, the Cooperator shall furnish all supplies equipment, supervision, materials and services necessary to perform the requirements of this agreement.

6.4.1 The Cooperator will supply cell phone capability as needed to perform the requirements and maintain communication with Range Control, and field crew.

6.4.2 The Cooperator will be responsible for arranging daily range coordination to enter and conduct work on Fort Drum, New York.

6.4.3 The Cooperator will provide safety clothing like blaze orange shirts and clothing that identifies them as members of the Colorado State Cultural Resources Survey at Fort Drum.

6.4.4 The Cooperator will supply vehicles and gasoline if the government vehicle inventory is insufficient.

6.4.5 The Cooperator will supply technology appropriate for support of archaeological survey, documentation, evaluation, analysis, and outreach like but not limited to handheld GPS, microscopy, XRF, and computers if the Government inventory is insufficient.

6.4.6 The Cooperator will supply printing capability for handout materials, posters, and signs if necessary.

6.4.7 The Cooperator will provide additional C-14 samples if the 2 provided by the government are insufficient.

6.4.8 The Cooperator will provide support for research travel and professional development if needed.

6.5 **PERMITS, TAXES, LICENSES, ORDINANCES, AND REGULATIONS:** The Cooperator shall, at his own expense, obtain all necessary permits, give all notices, pay all license fees and applicable taxes, comply with municipal, State, and Federal laws, ordinances, rules and regulations applicable to the business carried on under this agreement.

6.6 **COOPERATOR OWNED PROPERTY AND GROUNDS MAINTENANCE:**

6.6.1 **Condition of Property:** All property brought to this agreement shall be in an operable condition and shall meet all applicable Federal, State, Local, and Installation requirements for its operation. Equipment shall also have complete and intact all design and safety features as if they were new excluding the appearance of fair wear and tear on the equipment.

6.6.2 **Identification and Markings:**

6.6.2.1 Equipment: All Cooperator furnished equipment shall be inscribed, engraved, stamped, or otherwise permanently marked to identify it as Cooperator Owned property. The method of marking, and information, shall be at the Cooperator's discretion excepting that it shall minimally identify the name of the Cooperator's concern.

6.6.2.2 Vehicles: The Cooperator shall provide and maintain sufficient vehicles required to fulfill the terms of this agreement. Cooperator Vehicles shall bear the name of the Cooperator's concern on both right and left side of the vehicle. Identification affixed to vehicles shall be in bold text letters not less than one half (1/2) inch in stock and not less than three (3) inches high. Color and style of text are at the Cooperator's discretion providing the text is in clear and sharp contrast to the surrounding area.

6.6.2.3 Operation: All Cooperator owned equipment shall be operated according to applicable Federal, State, Local, and Installation laws and regulations as they apply to the equipment. This includes the requirement that Cooperator personnel shall be adequately trained and possesses all necessary licenses, certification, or other required documents to operate the equipment.

6.7 Grounds Maintenance:

6.7.1 Snow/Ice Removal: The Cooperator shall, for the duration of this agreement, remove snow and ice from walks, steps, landing platforms, entrances/exits, and handicap ramps within 50 feet surrounding cooperator occupied facilities. The Cooperator is not responsible for parking areas. All snow/ice removal shall be completed before the beginning of office hours and any other time it becomes necessary to ensure safe pedestrian traffic. The Cooperator shall be responsible for taking safety precautions under snow, ice, and freezing conditions by performing appropriate procedures to include sanding and salting. The Cooperator is not responsible for any snow and ice removal from any adjacent facility within 50 feet of the Government provided facilities.

6.7.2 Grounds Maintenance: The Cooperator shall maintain the area within 50 feet of the Government furnished building entrance. Responsibilities include removal of debris and litter from the area. The Cooperator is not responsible for maintenance for any adjacent facility within 50 feet of the Government provided facilities. The Cooperator is not responsible for any mowing.

6.7.3 Disposition of Materials: Unsalvageable materials shall be removed from the site by the cooperator and handled, transported and disposed of in accordance with applicable local, state and federal laws and regulations. In case of conflict among these laws and regulations, the most stringent law or regulation will apply.

6.7.4 Clean Up: The cooperator shall clean up all debris and discarded materials

resulting from his operations at the end of each workday. Materials shall be disposed of off post in accordance with applicable local, state and federal laws and regulations. In case of conflict among these laws and regulations, the most stringent law or regulation will apply. No open burning will be allowed.

6.7.5 Toxic Hazardous Material and Waste Management: The Cooperator shall have available at each work site where hazardous materials are used and stored, the applicable Material Safety Data Sheets (MSDS). The Cooperator shall use the DoD Hazardous Material Information System (HMIS) to research the availability of and to order MSDS. The MSDS shall be readily available to employees and the Contracting Officer or designated representative. The Cooperator shall ensure employees are trained in the proper handling of hazardous materials.

6.7.5.1 The Cooperator shall use Cooperator-obtained environmentally preferred products for the performance of this agreement. The Cooperator shall provide the Contracting Officer or designated representative with a listing of hazardous materials, quantities to be used, and copies of applicable MSDS. All hazardous materials shall be stored IAW requirements in the MSDS and Installation Fire, Safety and Environmental regulations.

6.7.5.2 The Cooperator shall cooperate with the Hazardous Materials Control Center to support inventories of hazardous materials IAW the Emergency Planning and Community Right-to-Know Act (EPCRA), 40 CFR 303 et. seq. and AR 200-1. The Cooperator shall immediately notify the Contracting Officer or designated representative of any emergency releases of hazardous materials in the format required by EPCRA, 40 CFR 355.40.

6.7.5.3 If this agreement results in generation of hazardous materials/waste, the cooperators shall comply with the Fort Drum Hazardous Waste Management Plan (HWMP) regarding the use, storage and disposal of generated hazardous wastes. The cooperators shall properly manifest and timely dispose all hazardous waste generated in accordance with New York State Department of Environmental Conservation (NYSDEC) Laws and Regulations.

7.0 PERIOD OF PERFORMANCE

7.1 BASE PERIOD: The base period of performance is anticipated to be 12 months from date of award.

7.2 FOLLOW-ON PERIODS: Four 12 month follow-on periods are anticipated to be awarded depending on project conditions, needs and available funding. The first follow-on period will be start upon conclusion of the base period.

8.0 COORDINATION

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Fort Drum POC:
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9.0 DELIVERABLES

9.1 Progress Reports - One (1) typed letter report describing progress on the project. The report shall be due on a quarterly basis. Quarterly progress reports shall be transmitted via electronic mail, facsimile no later than the 10th calendar day following the end of the quarterly reporting period. Invoices for partial payment shall be submitted to coincide with receipt of the monthly progress reports. No partial payment will be approved unless the government has received all progress reports which are due.

9.2 Annual Inventory – Federally owned property - an annual inventory listing Federal property (to include description of the property, a serial number or other identification number) that is in the custody of the recipient; Copies to be sent to USACE – SWF and the Installation.

9.3 Annual Inventory – Acquired Property purchased with funding from award - property records must be maintained that includes description of the property, serial number or other identification number, source of funding, who holds title, acquisition date, cost of property, percentage of Federal participation in project costs, location, use and condition of property, and ultimate disposition including date of disposal and sale price. A physical inventory must be taken, and results reconciled every two years. Copies of the inventory to be sent annually to USACE – SWF and the Installation.

9.4 All investigation documentation as outlined in the Fort Drum Phase I and II investigation procedures for permanent storage in the Fort Drum archeology files.

9.5 The Cooperator shall provide all artifacts and samples with supporting documentation to the Fort Drum artifact curation facility.

9.6 The Cooperator shall provide all of the necessary data for mapping and analysis to the Fort Drum Environmental Division GIS program.

9.7 The Cooperator shall prepare a draft report summarizing the investigation, analysis, findings, and recommendations for all acres covered in the survey and sites discovered during the course of the inventory.

9.8 The Cooperator shall also provide recommendations for long range planning updates. Artifact inventories, project reports, spatial data, analysis, all outreach products, and all other documentation shall be turned over to the government at the end of the period of performance, which can be accomplished by uploading this information to the Cultural Resources folder on the Environmental Division Common Drive (:A drive). All documentation shall meet or exceed standards suggested by the New York State Archeology Council.

- 10.0 This cooperative agreement may be administered through a CESU only upon mutual agreement and official authorization by both parties of the acceptance of the application of the CESU Network IDC rate (17.5%).

Any resulting cooperative agreement will be subject to all applicable sections of 2 CFR 200 and DoDGARS 32 CFR 22 and recipient/cooperator shall comply with all of the terms and conditions specifically outlined within the award document signed by the USACE Grant Officer.