

**PERFORMANCE WORK STATEMENT
CONSERVATION EDUCATION & TRAINING SUPPORT
FORT DRUM, NEW YORK
Cooperative Ecosystem Studies Unit
CESU-17-14**

In accordance with FAR 7.503(e), projects for execution under this CA by USACE do not include any functions to be performed that are inherently governmental. This determination is made with the assessment that places emphasis on the degree to which conditions and facts restrict the discretionary authority, decision-making responsibility, or accountability of Government officials using Non-Federal Entity (NFE) services or work products.

In accordance with FAR 37.104, this CA shall not be used for performance of personal services. These tasks provided by the customer for execution under this CA by USACE do not include functions to be performed that are personal services.

Any modifications to Cooperative Agreement activities as outlined by this SOW must be channeled through the Grants Officer's Technical Representative (GOTR) and Grants Officer (GO) prior to NFE implementation.

NFE personnel shall also wear a distinctive NFE furnished security (ID) badge/lanyard readily identifying the individual as a NFE employee. The badge shall be worn in a conspicuous place at all times when performing work under the Cooperative Agreement including attendance at Government meetings and conferences that take place outside of the Government facility.

NFE personnel shall identify themselves as an NFE employee when answering or placing calls on a Government telephone and when leaving outgoing or incoming messages on voice mail. Use of acronyms in this identification is insufficient to meet this requirement.

All NFE email signatures shall identify them as such and will include their employer's name.

PART 1 - INFORMATION

1.1 GENERAL SCOPE. Provide all supervision, labor, material, and equipment necessary to provide technical assistance for the Fort Drum Environmental Division to ensure that Fort Drum manages the natural and cultural resources on approximately 107,265 acres of training lands to maintain compliance with applicable policies, laws, and regulations. Services consist of the following functional areas:

Designs, tests, and implements communication strategies with emphasis on effective methods for reaching military personnel and communities. Measures of success include analysis of behavior with respect to implementation of environmentally conscious practices for all aspects of the environmental program.

1.2 OBJECTIVES: The objectives of the work to be performed under this delivery order are to coordinate, perform, and develop outreach and educational materials to support the Fort Drum Environmental Division. All deliverables shall be submitted according to the project schedule.

1.3 TASKS:

TASK 1. 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 insure that all members of the Fort Drum community understand the environmental requirements associated with responsible management of federal land and a US Army Garrison.

TASK 2. Create and/or revise press releases, pamphlets, newsletters, brochures and flyers for environmental division and installation environmental news.

TASK 3. 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).

TASK 4. Develop and/or provide support for presentations, videos, and/or posters for professional educational events, workshops, special events, and other Environmental Division requirements.

TASK 5. Coordinate and/or participate in outreach programming related to the Fort Drum Environmental Division. These activities may include but are not limited to guiding field trips, speaking to school groups and community organizations, and developing outreach materials and displays. These activities also include management of Environmental Division Social Media.

TASK 6. Collect and assimilate data, and create Environmental Division Award Packages for Department of Defense Awards if directed by the Environmental Division Chief.

TASK 7. Collect and analyze data related to outreach measures as compared with evidence of environmentally conscious behavior across the installation.

1.4 PERIOD OF PERFORMANCE. 12 months from date of award.

1.5 BACKGROUND . Federal law requires that land managing agencies take into account the effect of their undertakings. To support these efforts, compliance processes have been codified under such laws as the National Historic Preservation Act of 1966, as amended (NHPA), National Environmental Policy Act of 1969 (NEPA), the Clean Air Act (CAA), the Clean Water Act (CWA), the Endangered Species Act (ESA), and the Sikes Act. Military land managers are the stewards of millions of acres of publicly owned land and are required to follow all federal environmental legislation in managing these lands.

1.6 HOURS OF OPERATION. Normal working hours are 0700 to 1630 hours Monday through Friday excluding holidays. All work shall be performed during these hours unless otherwise approved by the installation POC for this task order or the GOTR. The NFE may be required to reimburse the government for the cost of inspecting work performed outside of normal working hours.

1.7 NFE PERSONNEL. For the purpose of this cooperative agreement, the term "NFE personnel" applies to all NFE employees, sub-NFE employees, or any other person(s) acting for or on behalf of the NFE to perform work on this cooperative agreement. Ten days prior to commencing work, NFE shall provide a list of all personnel who will be working onsite during the performance of this cooperative agreement. The list shall be submitted to the GOTR and shall include the following information:

Employee's full name and signature
Employee's Social Security Number
Employee's Date and Place of Birth

The NFE shall notify the GOTR within 24 hours of personnel changes (add or delete) or changes in personnel information. The NFE shall ensure that terminated personnel return all Fort Drum passes (if applicable). NFE shall be liable for trespass or damages by former employees if NFE fails to comply with this notification requirement.

1.7.1 Principal Investigator. Prior to cooperative agreement performance, the NFE shall designate in writing, to the GOTR, a Principle Investigator (PI), who shall be responsible for the overall management, coordination, and supervision over the work, which employees are performing under this cooperative agreement. The PI shall be knowledgeable of the terms and conditions of the cooperative agreement. This PI shall have full authority to act for the NFE on all task order matters relating to daily operations of this task order. The PI shall be available, by phone, anytime NFE personnel are performing services on Fort Drum.

1.7.2 Employee Conduct. NFE employees shall be appropriately dressed, including individual protective clothing and equipment, for the work to be done. The NFE shall not allow any employee having possession of, or under the influence of alcohol or controlled substances to perform work. Government rules, regulations, laws, directives, and requirements which are in place or issued during the cooperative agreement term relating to law and order, Installation administration, and security on the Installation shall be applicable to all NFE 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. Individuals who violate such rules, regulations, laws, directives, or requirements may be denied access to the Installation, either temporarily or permanently.

1.7.3 Personnel Constraints.

1.7.3.1 Conflicts of Interest. The NFE shall not hire for this cooperative agreement any person whose employment would result in a conflict of interest, or employment which is prohibited by DoD Regulation 5500.7.R, Joint Ethics Regulation (JER) dated August 30, 1993.

1.7.3.2 Restricted Personnel. The NFE shall not employ persons for work on this task order if such employee is considered by the Installation Commander to be a potential threat to the health, safety, security, general well-being, or operational mission of the Installation and its population.

1.8 INSTALLATION ACCESS & CONTROL.

1.8.1 Installation Operations. Unscheduled curtailment of Installation Operations may occur at any time, for example a delayed start time resulting from inclement weather. Delayed start times will be announced (via radio or television) to all personnel working at Fort Drum. Unforeseen closures, resulting in an early release of personnel, will be communicated to the NFE by the GOTR. The work performed under this cooperative agreement is not considered as mission essential; therefore, in the event that Fort Drum announces (via radio or television) that all nonessential personnel will have a delayed start time, NFE personnel will report to work at the scheduled announced time. If the Installation is closed for the entire day, the NFE will not be required to perform work scheduled for that day. The tasks not completed on any scheduled day due to post closure or delayed start times, will need to be rescheduled for the next workday following the closure. If work cannot be performed the following day, the requirements of the task order shall continue as scheduled by the task order. The NFE will not be paid for work not performed due to conditions beyond the Government's control.

1.8.2 Access 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. NFE vehicles (NFE owned and personal), NFE employees, and their personal property shall be subject to searches upon entering or leaving the Installation. The search and seizure provisions of AR 190-16 shall apply to NFE personnel entering or leaving Fort Drum.

1.8.3 Fort Drum Personnel Access.

1.8.3.1. For each employee performing under this cooperative agreement, the NFE shall obtain, complete and deliver to the GOTR for signature, DD Form 1172-2. Upon authentication of this form by the GOTR, the employee shall make arrangements to obtain the Department of the Army Common Access Card. During the performance of duties at Fort Drum, NFE employees shall carry Government provided identification cards. Employees' privately owned vehicles (POV) shall have Department of Defense (DOD) windshield stickers Form 560-E. Upon termination of this task order or termination of employment of NFE personnel, Government-furnished identification cards and POV windshield stickers shall be turned-in to the GOTR or designated representative.

1.8.3.2. NFE personnel shall also wear a distinctive NFE furnished security (ID) badge readily identifying the individual as a NFE employee. The badge shall be worn in a conspicuous place at all times when performing work under the cooperative agreement, including attendance at Government meetings and conferences that take place outside of the Government facility.

1.8.3.3. NFE personnel shall identify themselves as a cooperative agreement employee when answering or placing calls on a Government telephone and when leaving outgoing or incoming messages on voice mail. Use of acronyms in this identification is insufficient to meet this requirement.

1.8.3.4. All email accounts established in Government electronic mail systems for prime NFEs or sub-NFE personnel shall identify individuals as NFE personnel in the "address book" display and on an individual's email. Detailed properties for the account shall include the name of the individual's employer and the name of the customer for the task order.

1.8.3.5. When prime NFE or sub-NFE personnel send email messages as part of task order performance, or otherwise relating to task order matters, each sender shall include his/her first and last name, applicable email address and the full name of the individual's employer.

1.8.4. Range Access. Range Control will issue a **"RANGE PASS"** for NFE and NFE-employee vehicles, for the cooperative 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. **NFE shall notify Range Control each time they enter or exit the Range area.**

1.8.5. Emergency Communications. All NFE personnel, working on the Fort Drum Range shall maintain two-way communication with Range Control at all times via **cellular telephones provided by the NFE**. The NFE shall provide the cell phone numbers to the Fort Drum designated POC and GOTR or her designated representative prior to performing any work under this task order.

1.9 PERMITS, TAXES, LICENSES, & REGULATIONS. The NFE shall, at his own expense, obtain all necessary permits, give all notices, pay all license fees and applicable taxes, comply with all municipal, state, and federal laws, ordinances, rules, and regulations applicable to the business carried on under this cooperative agreement.

1.10 SAFETY

1.10.1. RULES OF SAFETY: All rules of safety, which are or may be imposed upon the NFE by Federal, State or Municipal code, and the applicable Fort Drum regulations, shall be effectively carried out in the performance of this cooperative agreement. In the event of an incident that involves damage to NFE or Army property, or which results in injury or illness to a NFE employee or government personnel, the NFE shall:

a. Immediately inform the GOTR and the Command Safety Office, but not later than 12 hours after occurrence.

b. Provide details of the accident in writing to the GOTR and the Command Safety Office within 24 hours.

1.10.2. PERSONNEL SAFETY: The NFE shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The NFE 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 cooperative agreement, if the NFE encounters material on the project site reasonably believed to be hazardous, the NFE shall immediately stop work in the affected area and give notice of the condition to the GOTR or designated representative. Work in the affected area shall not be resumed without written permission of the GOTR or designated representative.

1.11 ENVIRONMENTAL COMPLIANCE. The NFE shall comply with all Federal, State, and local regulations covering environmental protection. In case of a conflict among these laws and regulations, the most stringent law or regulation shall apply. In the event of NFE noncompliance with any applicable environmental law or regulation, the Grants Officer will determine whether the Government or the NFE is responsible for abating or correcting the

violation. This provision is not intended in any way to waive the Government's rights under any other provision of this cooperative agreement. The NFE will fully comply with current and future Fort Drum regulations, plans and changes.

1.12 CLAIMS 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. The University is an institution of higher education of the State of Colorado and is governed by the provisions of the Colorado Governmental Immunity Act (Colo.Rev.Stat. "24-10-101, *et seq.*) and the Constitution of the State of Colorado. Nothing herein shall be construed as a waiver of immunity pursuant to such laws. The United States agrees to be responsible, as limited by the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.*, and any other applicable Federal law, for any liability, including claims for loss or damage to persons or property proximately rising out of, in connection with or occurring during the course of this Agreement where such liability is shown to be caused by the acts or omissions of any of the officers, employees, or agents of the United States.

1.13 PERSONNEL BACKGROUND CHECKS:

1.13.1. NFE personnel using Government Furnished Computers to access networks or other Government systems in performing work must complete a Standard Form (SF) 85-P "Questionnaire for Public Trust Positions". Continued employment in any position requiring use of Government networks or systems may be contingent upon receiving a favorable background check.

1.13.2. The NFE shall complete the SF 85-P and submit it to the requiring Directorate's Security Manager prior to commencement of work.

1.13.3. NFE personnel requiring immediate access to Government networks to enable work performance may receive temporary approval by the Directorate's Security Manager to access the Government networks until such time as the approval is received. Submission of the SF 85-P is required prior to receiving any temporary approvals.

1.13.4. If NFE personnel have a company sponsored Defense Industrial Security Clearance Office (DISCO) personnel security clearance, submission of an SF 85-P is not required. The requiring Directorate's Security Manager may approve access, based upon validation that the security clearance has not expired and is held with the current NFE.

1.14 HAZARDOUS ITEMS. The potential exists for unexploded ordnance within the project area. The NFE should be aware of this problem and exercise reasonable caution during the field investigations. If the NFE desires, unexploded ordnance training is available through Fort Drum. The NFE shall notify the GOTR or her designated representative and Range Control (772-5673) immediately if any hazardous items (such as ammunitions) are found and wait for further instructions.

1.15 REQUIRED NFE QUALITY PLAN. The NFE shall submit the following plan to the GOTR and designated Fort Drum POC for approval within 30 days of award of the cooperative agreement. The plan shall clearly demonstrate an understanding of all tasks specified in the PWS and describe a sound approach to satisfy these requirements. The NFE shall maintain and

follow the plan during the duration of the task order. The NFE shall update the plan as changes occur and provide the designated Fort Drum POC and GOTR or designated representative with an original and one copy of the updated plan within ten calendar days after the plan is changed. Changes shall not be implemented prior to approval of the designated Fort Drum POC and GOTR.

1.15.1 Quality Control Plan. The NFE shall provide the GOTR and designated Fort Drum POC a copy of the quality Control Plan within 30 working days from date of task order award. The quality control plan shall include, but not be limited to, the following:

1.15.1.1 An inspection system covering all the services to be performed. The program should specify areas and tasks to be inspected on either a scheduled, or unscheduled basis, and the title of the individual(s) who will do the inspection.

1.15.1.2 A method for identifying deficiencies in the quality of services before the level of performance becomes unacceptable.

1.15.1.3 A file of all inspections conducted by the NFE and the corrective action taken, if any. The GOTR or designated Fort Drum POC may request to be provided a copy of all inspection reports. All documentation shall be made available to the Government during the duration of this task order.

1.15.2 Quality Assurance. The Government will monitor the NFE's performance under this cooperative agreement using the 100% inspection method.

1.16. TOXIC/HAZARDOUS MATERIAL AND WASTE MANAGEMENT

1.16.1. The NFE shall have available at each work site where hazardous materials are used and stored, the applicable Material Safety Data Sheets (MSDS). The NFE 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 designated Fort Drum POC and Grants Officer or designated representative. The NFE shall ensure employees are trained in the proper handling of hazardous materials.

1.16.2. The NFE shall use NFE-obtained environmentally preferred products for the performance of this task order. The NFE shall provide the designated Fort Drum POC and GOTR 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.

1.16.3. The NFE shall cooperate with and support inventories of hazardous materials performed by the Hazardous Materials Control Center IAW the Emergency Planning and Community Right-to-Know Act (EPCRA), 40 CFR 303 et. seq. and AR 200-1. The NFE shall immediately notify the designated Fort Drum POC and GOTR of any emergency releases of hazardous materials in the format required by EPCRA, 40 CFR 355.40.

1.16.4. If this task order results in generation of hazardous materials/waste, the NFE shall comply with the Fort Drum Hazardous Waste Management Plan (HWMP) regarding the use,

storage and disposal of generated hazardous wastes. The NFE shall properly manifest and timely dispose all hazardous waste generated in accordance with New York State Department of Environmental Conservation (NYSDEC) Laws and Regulations.

PART 2 - GOVERNMENT FURNISHED PROPERTY AND/OR SERVICES

2.1. The government shall furnish the following materials, information, and support:

2.1.1. Copies of, or access to, all data files, maps, aerial photography, satellite imagery, studies, and reports available at the Installation that are relevant to the cooperative agreement work.

2.1.2. Necessary office space and equipment, such as computers, telephone, and FAX machine.

2.1.3. Limited vehicle support if NFE vehicle support is not available.

2.1.4. The necessary permits and range coordination to enter and conduct the work at Fort Drum, New York.

2.1.5 Coordination with the Fort Drum safety program and installation security.

2.1.6 Materials required to develop and duplicate pamphlets, videos, brochures, and other outreach materials and displays.

PART 3 - NFE FURNISHED PROPERTY, SUPPLIES, AND SERVICES

3.1 RESOURCES. Unless otherwise stated, the NFE will furnish all labor, supervision, equipment, materials, and supplies necessary to perform the services as required by the cooperative agreement.

3.1.1. Cell phone capability as needed to perform the requirements and maintain communication with Range Control, and field crew, and vehicle support.

3.1.2. The NFE will be responsible for arranging the necessary permits and range coordination to enter and conduct work on Fort Drum, New York.

3.1.3. The NFE will supply a stand-alone lap top computer with video editing and DVD capability. This computer and software will become property of the Fort Drum Environmental Division upon conclusion of this cooperative agreement.

3.2 REPORTS. The NFE shall timely complete responses to requirements for all reports and requests for information and data, both one-time and recurring.

3.2.1 Information Required. The information requiring completion by the NFE includes, but may not be limited to the following:

- * Grants Officer, Grants Officer's Technical Representative;
- * Cooperative Agreement number, including task order number;

- * Beginning and ending dates covered by reporting period;
- * NFE name, address, phone number, e-mail address, identity of NFE employee entering data;
- * Estimated direct labor hours (including sub-NFEs);
- * Estimated direct labor dollars paid this reporting period (including sub-NFEs);
- * Total payments (including sub-NFEs);
- * Predominant Federal Service Code (FSC) reflecting services provided by NFE (and separate predominant FSC for each sub-NFE if different);
- * Estimated data collection cost;
- * Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the code identified in block #15 of the Standard Form 1449)
- * Locations where NFE and sub-NFEs perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- * Presence of deployment or contingency task order language; and
- * Number of NFE and sub-NFE employees deployed in theater this reporting period (by country).

4.0 DELIVERABLES:

The NFE shall provide designs for and copy ready examples of pamphlets, videos, brochures and other outreach materials and displays to the Fort Drum Environmental Division. The NFE will also work to insure that the Environmental Division social media presence is current.

Monthly Progress Reports (MPRs): The NFE shall submit monthly progress reports to the USACE GOTR by the 10th of each subsequent month. MPRs should summarize activities outlined in each task section above (See section 1.3 of this SOW) and as follows: number of days, locations, and activities in travel status; list of plans, reports, and briefings prepared or reviewed; list of meetings attended including purpose/objective and attendees; list of major action item support and tasks accomplished; status of project progress, problems identified, solutions implemented, and schedule adjustments if appropriate; and any critical communications not reported in other sections.

Deliverable	Date due
Monthly Progress Report	10 th of the subsequent month

5.0 POINTS OF CONTACT

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