

SCOPE OF WORK FOR  
GEOGRAPHIC INFORMATION SYSTEMS DATA MODEL TEST  
NAVY REGION SOUTHWEST  
23 JUNE 2015

**TABLE OF CONTENTS**

<b>SECTION LETTER</b>	<b>TITLE</b>	<b>PAGE</b>
<b>A</b>	<b>PURPOSE</b>	<b>2</b>
<b>B</b>	<b>LOCATION</b>	<b>3</b>
<b>C</b>	<b>DESIGNATED REPRESENTATIVES</b>	<b>3</b>
<b>D</b>	<b>PERIOD OF PERFORMANCE</b>	<b>4</b>
<b>E</b>	<b>MATERIAL AVAILABLE FOR REVIEW</b>	<b>4</b>
<b>F</b>	<b>GENERAL REQUIREMENTS</b>	<b>4</b>
<b>G</b>	<b>SPECIFIC REQUIREMENTS</b>	<b>8</b>
<b>H</b>	<b>MEETINGS/COORDINATION</b>	<b>9</b>
<b>I</b>	<b>SUBMITTALS AND SCHEDULES</b>	<b>9</b>
<b>J</b>	<b>DATA AND PUBLICATION</b>	<b>10</b>
<b>K</b>	<b>RELEASE OF INFORMATION</b>	<b>11</b>
<b>L</b>	<b>HOLD HARMLESS</b>	<b>11</b>
<b>M</b>	<b>INSURANCE</b>	<b>12</b>
<b>N</b>	<b>PAYMENTS</b>	<b>13</b>
<b>O</b>	<b>EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT REPORTING</b>	<b>14</b>

## **A. PURPOSE**

The Navy Region Southwest (NRSW) operates at several installations in the San Diego Metro Area (Metro Area) including, but not limited to, Naval Base Coronado, Naval Base Point Loma, and Naval Base San Diego. Each is a consolidated Navy installation encompassing multiple facilities and discontinuous lands stretching from San Clemente Island to Camp Michael Monsoor in southeastern San Diego County.

The Department of the Navy (DON) has a basic responsibility to manage cultural resources in the spirit of stewardship. SECNAV Instruction (SECNAVINST) 4000.35A, *Department of the Navy Cultural Resources Program*, Section 5.a, states:

The DON is a large-scale owner of historic buildings, structures, districts, archaeological sites and artifacts, ships, aircraft, and other cultural resources. Protection of these components of the nation's heritage is an essential part of the defense mission; the DON is committed to responsible cultural resources stewardship.

Geographic Information Systems (GIS) are highly effective tools frequently implemented to support installation compliance with applicable legal, regulatory, and policy mandates for the protection of cultural resources while supporting the Navy's mission.

The NRSW Cultural Resource Management Program has recently developed a file geodatabase (herein referred to as the Metro Area Geodatabase) to standardize the ways in which cultural resources spatial data will be collected and maintained for the Metro Area. Ultimately, the Metro Area Geodatabase will aid in the management of several hundred cultural resources located at the Metro Area installations. The geodatabase includes feature classes representing the locations of cultural resources and the boundaries of cultural resources management projects at each installation, as well as attribute definitions for each record in both feature classes. The geometry for both feature classes was populated with data acquired from the South Coastal Information Center (SCIC), which is one of the offices of the California Historical Resources Information System (CHRIS), established by the California Office of Historic Preservation (OHP) to maintain an inventory of the state's historical resources. However, the attributes of each record in the geodatabase have yet to be populated, verified, or tested as to their adequacy for efficiently managing spatial aspects of the cultural resources in the Metro Area.

The goal of this cooperative agreement is to populate the attributes of the feature classes stored in the Metro Area Geodatabase, verify the accuracy of the data, and test its efficacy as a tool to aid in the management of cultural resources in the Metro Area. The NRSW Cultural Resource Management Program anticipates that this effort will be accomplished by anthropology, history, and geography students, under the direction of university faculty and/or staff. Involving students in this task will provide them with excellent practical, real world experience with the application of GIS for cultural resources management. Ultimately, this project will not only provide students with technical experience in the use of GIS, and the NRSW Cultural Resource Management Program with an effective tool, but will also result in the creation of a succinct and detailed model representing hundreds of cultural resources across a wide range of ecosystems that will be

highly valuable as a resource in the study of Southern California's cultural resources.

## **B. LOCATION**

The tasks in support of this project will primarily be performed at the Cooperator's facility, but will also require visits to the Metro Area Installations described above.

## **C. DESIGNATED REPRESENTATIVES**

1. The Cooperative Agreement Administrator (CAA) Brandon Spaulding, Contract Specialist, ACQ4.BS, Naval Facilities Engineering Command Southwest, 850 Pacific Highway, San Diego, California, 92132-5190; telephone (619)532-3339, and email: brandon.spaulding@navy.mil.
2. The Cooperative Agreement Technical Representative (CATR) is Scott Mattingly, Archaeologist, RAE20.SM, Naval Facilities Engineering Command Southwest, 937 North Harbor Blvd, San Diego, California, 92132-5192; telephone (619)532-3745, and email: scott.a.mattingly@navy.mil.

The CATR is responsible for ensuring that all work is performed per the requirements and specifications outlined in this Cooperative Agreement, and that the work performed, including all written reports and professional services are of an acceptable technical quality. For this Cooperative Agreement, the CATR shall be the first and primary point of contact for the Recipient and Installation Representative (including their respective representatives or staffs) regarding any inquiries, questions, concerns, and issues related to the implementation of the requirements and specifications of this Cooperative Agreement. The CATR has no authority to make any changes to this Cooperative Agreement, only the CAA may affect any change to this Cooperative Agreement.

3. The Installation Representative is George Herbst, Archeologist, EV23.GH, Naval Facilities Engineering Command Southwest, 1220 Pacific Highway, San Diego, California, 92132-5190; telephone (619) 532-3146, and email: george.herbst@navy.mil.

The Installation Representative is responsible for providing the CAA, via the CATR, the technical requirements for this Cooperative Agreement's scope of work specifications. The Installation Representative has no authority to make any changes to the Cooperative Agreement only the CAA may affect any change to this Cooperative Agreement. The Installation Representative has no authority to direct or change any work identified in this Cooperative Agreement.

4. Any change in scope of work must be issued to the Recipient, in writing, by the Grants Officer to be binding on the government. No government employee has authority to change this Cooperative Agreement by oral or written directives, instructions, commitments and/or acceptances or any other manner.

5. The Cooperator will designate at time of proposal submission the individual within their organization who is authorized to negotiate with the Cooperative Agreement Administrator. The designation will stipulate the individual's authority to commit the Cooperator.
6. For the purposes of this Agreement, the term Recipient shall mean (Cooperator name, address, email, and phone number)...and all designated representative(s).
  - a. Recipient project liaisons for services shall be Principal Investigator (Name, address, email, and phone number)
  - b. Correspondence may be addressed to (Name, address, email, and phone number)

#### **D. PERIOD OF PERFORMANCE**

The period of performance for this Cooperative Agreement is expected to be approximately 24 months from date of award, anticipated to be approximately September 2017, although the exact period of work performance will be determined upon award, and will be subject to the Anti-Deficiency Act (31 U.S.C. § 1341).

A fifteen (15) day period, starting on date of award, will be used for the cooperator to provide preliminary documents to the CAA and CATR. Documents include, but are not limited to, Insurance documents/certificates, Accident Prevention Plans/Site Health and Safety Plans (as applicable), Draft Work Plans, etc. Cooperator may not begin performance until preliminary documents are submitted and accepted/approved as appropriate.

#### **E. MATERIAL AVAILABLE FOR REVIEW**

Recipient and/or his/her representative(s) will have access to the following materials through the CATR or Installation Representative. The Recipient shall pay for or replace any items borrowed that are damaged, stolen or lost. Some examples of Material Available for Review are:

- a. Geographic Information Systems (GIS) data relevant to the project
- b. Site records and reports related to any relevant aspects of the project
- c. Integrated Cultural Resources Management Plans
- d. SHPO correspondence

#### **F. GENERAL REQUIREMENTS**

1. For the purposes of this agreement, the contractor will follow the guidelines set forth in Archeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines (Federal Register, Vol. 48, No. 190, 44716-44742).
2. The Recipient shall be responsible for providing all materials, equipment and supplies used in this project. The Recipient shall be responsible for the selection, development and implementation of all control and monitoring techniques/methods. The Recipient

shall use methods and equipment in accordance with Federal and State laws.

The Recipient shall provide all transportation, meals, and lodging for himself/herself and his/her personnel as well as all equipment and analysis necessary to complete the work. The Government will not furnish or make available to the Contractor any facilities, tools and equipment. The Government will furnish or make available all pertinent existing GIS data, reports, management plans, collections, maps and aerial photos.

3. All equipment is subject to the inspection by and approval of the Installation safety officer.
4. The Recipient shall provide all equipment (unless otherwise stated) and analyses necessary to complete the work described within this Agreement. All data (raw and associated files), photographs, and equipment > \$5000 per unit in value and supplies > \$5,000 in aggregate value purchased with Agreement funds (including computer software) shall become the property of the United States Navy at the end of the Agreement. Equipment is defined as “tangible nonexpendable personal property including exempt property charged directly to the award having a useful life of more than one year.” Supplies are defined as “All personal property excluding equipment, intangible property, and debt instruments, and inventions of a contractor conceived or first actually reduced to practice in the performance of work under a funding agreement ("subject inventions"), as defined in 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements." **(DoD Grant and Agreement Regulations, DoD 3210.6-R#)**
5. The Recipient shall visit the *study/project* area as often as necessary and within the time limits stated below to accomplish the purposes of the Agreement as detailed further in this Scope of Work. It is the Recipient's responsibility to obtain security and entrance clearances and camera passes for himself/herself and his/her personnel onto the Installation. The Recipient must comply with all security rules, regulations, requirements, and day-to-day operational changes thereto. Unannounced changes to day-to-day operational procedures may, at times, prohibit the Recipient access to project sites. While on the installation, the Recipient shall abide by all applicable rules and regulations issued by the Commanding Officer. The Recipient may be subject to inspections for contraband while on Government property.
6. The Recipient shall manage the total work effort and assure fully adequate and timely completion of services required under this Agreement. Included in this function shall be a full range of management duties including, but not limited to, planning, scheduling, inventory, analysis, quality control, and for meeting professional industry standards for conducting the overview and synthesis.
7. Due to the complexity of work, the Recipient shall provide a Principal Investigator with the following minimum qualifications:

- a. Principal Investigator: The Recipient shall designate one person as responsible for ensuring that provisions are in place for project and personnel supervision, quality control and meeting of reporting requirements on a daily basis. This person shall have, at the minimum:
    - a minimum of a Master's Degree in Anthropology or related scientific discipline;
    - vocational certification as a GIS technician/analyst, or a minimum of ten years' managing, editing, and analyzing GIS data.
    - the ability to demonstrate extensive knowledge of, and hands-on experience in, the management of cultural resources related GIS data;
    - approved access to the CHRIS;
  - b. Technical Staff: The person(s) shall have, at the minimum:
    - a minimum of one semester, quarter, or practical equivalent of formal GIS training
8. The Recipient shall provide the CAA (via the CATR) the name of the Principal Investigator being considered for work under this Agreement, as well as a copy of their resume. The Recipient shall not replace or substitute the Principal Investigator without prior written approval by the CAA.
  9. The Recipient shall work closely with the CATR and Installation Representative in planning and carrying out all investigations.
  10. All work conducted in support of this task order will comply with all federal laws applicable at each Installation.
  11. Prior to accessing the Installation, the Recipient shall meet with Installation Representative to review the guidelines for conducting research on the Installation. This meeting can be conducted as part of the kick-off meeting.
  12. In the event that a site visit is required, photography is restricted on each Installation. The Recipient and all of his representatives are required to obtain permission from George Herbst (via the CAA) prior to taking any photographs on the Installation. Only photographs of Agreement-related activities will be permitted.
  13. The Recipient shall review pertinent files and reports that are at the Installation and at the document repository at Naval Base San Diego. The Recipient shall coordinate with the CATR and Installation Representative in planning and carrying out field, lab, and archival activities.
  14. All parties involved in this Agreement agree to comply with all applicable laws and

regulations pertaining to the provision of safe and respectful workplace and to provide a work environment free of harassment and intimidation for such party's own employees and third parties.

15. All work conducted in support of this Agreement shall comply with all federal laws applicable to the Installation including, but not limited to, with Public Law 91-190, the National Environmental Policy Act of 1969; Public Law 93-291, Preservation of Historic and Archeological Data, amending Public Law 96-523; and the National Historic Preservation Act of 1966, as amended by Public Law 94-43. Also applicable is the OPNAVIST 5090.1D and 36 CFR 800, *Protection of Historic Properties*.
16. All notes, data, photographs, etc. collected and produced as part of this Agreement are the property of the DoN. Copies of the notes, data, and other information shall be provided to the CATR and Installation Representative upon request.
17. The data obtained during this Agreement shall be scientifically defensible and suitable for publication. All methods of data collection and management techniques shall be standardized with previous studies conducted by the Recipient for this type of work, or when appropriate, the data shall be managed using acceptable new or improved methods as determined in current scientific literature(s). The CAA shall approve (via the CATR) in advance any changes to previously used methods of data collection and/or management techniques. The CATR or Installation representative, at their discretion, may subject draft datasets to external peer review.
18. Throughout the term of this Agreement the CATR and the Installation Representative shall be afforded the opportunity by the Recipient to periodically observe the Recipient's activities, to review computer or paper files of raw data, prepared data, or any record deemed appropriate by the CAA in establishing the Recipient's performance in fulfilling the requirements of this Agreement.
19. The DoN, via the CAA, may request updated data presented on maps, figures and/or tables whenever the DoN's need to obtain this information is before the next report required under Section I of this Agreement. The Recipient shall forward the requested data electronically within ten (10) days from the date of request. If the requested data cannot be provided within this time frame, the Recipient shall forward electronically the most updated raw data to the CAA, via the CATR (cc provided to Installation Representative). The DoN understands that facilitating the requested most updated data may reduce the amount of work that would normally be accomplished during the period of time required to complete the request. The Recipient shall document the amount of efforts and its translated cost estimate that would have been incurred by the Recipient to complete the request for updated data. This document shall be electronically forwarded to the CAA (via CATR and cc provided to Installation Representative) to review so that the DoN will have a firm understanding on the amount of work displaced that would have normally been accomplished during the period of time required to complete the request.

## G. SPECIFIC REQUIREMENTS

### 1. Work to be Performed

To create a standardized, working GIS model to aid in the management of cultural resources in the Metro Area, the following tasks will be accomplished by the Recipient, with assistance from the CATR and the Installation Representative:

- a. Meet monthly (either at NRSW Cultural Resource Management Program Office in San Diego or at the Recipient's office, or through digital teleconference, whichever is most effective and efficient) with the CATR and the Installation Representative to:
  - Discuss parameters to determine which resources and project boundaries shall be included in the "Cultural Resource" and the "Cultural Resource Report" feature classes
  - Review edits to the attribute fields of the "Cultural Resource" and the "Cultural Resource Report" feature classes
  - Discuss the plan for populating the attribute fields of the "Cultural Resource" and the "Cultural Resource Report" feature classes prior to the following meeting
- b. Develop parameters to determine which resources and project boundaries shall be included in the "Cultural Resource" and the "Cultural Resource Report" feature classes by referencing all available site records, reports, and SHPO correspondence.
- c. Populate the attribute fields of the "Cultural Resource" and the "Cultural Resource Report" feature classes by referencing all available site records, reports, and SHPO correspondence.
- d. Prepare draft geodatabase for review and comment.
- e. Revise and finalize geodatabase.



## H. MEETINGS/COORDINATION

1. The Recipient or his/her designee will attend a kick-off meeting with the CAA, CATR and Installation representatives to ensure coordination of activities. The CATR or Installation representative shall arrange the meeting.
2. The Recipient shall be available throughout the Agreement period for consultation with the CATR and Installation Representatives on matters involving this study. Meetings will be scheduled monthly to discuss editions to the data.

## I. SUBMITTALS and SCHEDULES

### 1. SCHEDULE

The schedule for submittals is as follows.

<b>Deliverables</b>	<b>Digital Copies</b>	<b>Calendar Days after Kickoff Meeting</b>
Advanced Draft File Geodatabase	3	365
Draft File Geodatabase	3	90 days after receipt of government comments on Advanced Draft File Geodatabase
Final File Geodatabase	3	90 days after receipt of government comments on Draft File Geodatabase

### 2. Deliverable FORMAT

- a. Status Reports. The Recipient is required to electronically submit quarterly status reports to the CAA, CATR and Installation Representative via email (no hard copies required). The status reports shall be due on the first working day of each quarter of the period of performance. The Recipient shall only submit an invoice for the work detailed in the respective Status Report.

The status reports shall include the following:

- 1) Report Title
- 2) Recipient name and contract number.
- 3) Date of report.
- 4) Work completed to date including name(s) of persons involved in project and dates of meetings.
- 5) Brief summary of status and kind of data populated:
- 6) The special significance of any of the above
- 7) Work proposed for next quarter
- 8) Problems encountered that should be resolved by the CATR and Installation Representative
- 9) Suggestions

10) References (as appropriate)

b. Draft File Geodatabase

- (1) The Draft File Geodatabase shall include the updated “CulturalResource” and the “CulturalResourceReport” feature classes
- (2) The word “DRAFT” shall be clearly included in the name of the geodatabase.

**The label and jewel case for the draft geodatabase will include the following statement:**

**This document contains sensitive information as defined under the Archaeological Resources Protection Act of 1979 (16 U.S.C. §§ 470aa-470mm), and is exempt from Freedom of Information Act (FOIA) requests under Exemption 3 (5 U.S.C. § 552(b)(3)). Do not distribute.**

c. Final File Geodatabase

- (1) The Final File Geodatabase shall include the approved “CulturalResource” and the “CulturalResourceReport” feature classes
- (2) The word “FINAL” shall be clearly included in the name of the geodatabase.

**The label and jewel case for the draft geodatabase will include the following statement:**

**This document contains sensitive information as defined under the Archaeological Resources Protection Act of 1979 (16 U.S.C. §§ 470aa-470mm), and is exempt from Freedom of Information Act (FOIA) requests under Exemption 3 (5 U.S.C. § 552(b)(3)). Do not distribute.**

## **J. DATA AND PUBLICATION**

1. This Cooperative Agreement is subject to, and Recipient shall comply with, 2 CFR §200.315 concerning “Intangible Property,” which includes use of research data. Any information or data protected by federal law will be identified by the Government prior to being provided to Recipient and the Government will notify the Recipient in advance of applicable limitations on such information. Except as to information so identified and limited, there are no restrictions on reporting or publishing reports based upon the fundamental research that is the subject of this Cooperative Agreement.

The Federal Government has the right to obtain, reproduce, publish or otherwise use the data first produced under this Agreement and authorize others to receive, reproduce,

publish, or otherwise use such data for Federal purposes. The DoN and USMC acknowledges and agrees that the Recipient's fundamental consideration in performing the research under this Agreement shall be Recipient's right to publish the results of such research for academic and scientific purposes. The Recipient shall submit, for review and comment, any proposed professional, scientific or non-scientific report, paper or note published or unpublished or be part of any technical or non-technical presentation or be provided to anyone not a party to this Agreement to the DoN thirty (30) days prior to the submission of the work mentioned above.

2. The acknowledgments for any paper or presentation resulting from this work shall include the following statement: "This research was designed and funded by the *United States Navy* on behalf of the *NRSW Cultural Resources Management Program*."
3. Any publications resulting from this work shall be provided at no cost to the Navy in quantities jointly determined by the Department of the Navy representative and the Recipient at the time of publication.
4. The Recipient shall be responsible for ensuring all personnel participating in activities under this Agreement have read and acknowledged the data and publication provisions of this Agreement.

#### **K. RELEASE OF INFORMATION**

The Recipient shall not respond to any inquiries about this Cooperative Agreement from the news media or non-governmental organizations or other persons during the term of this Cooperative Agreement unless it has first consulted with the Government and a determination appropriately made by the cognizant Government representative concerning release of information pursuant to the authority (Federal or State) cited by the requester. All inquiries shall be directed to the installation Public Affairs Officer and Public Affairs Officer at NAVFAC SW through the CATR.

#### **L. HOLD HARMLESS**

1. The Government shall not be responsible for the loss of or damage to property of the Recipient and/or his/her representatives, or for personal injuries to the Recipient and/or his/her representatives arising from or incident to the use of government facilities or equipment. Recipient shall indemnify, hold harmless, defend and save Government harmless and shall pay all costs, expenses, and reasonable attorney's fees for all trial and appellate levels and post-judgment proceedings in connection with any fines, suits, actions, damages, liability and causes of action of every nature whatsoever arising or growing out of, or in any manner connected with, the occupation or use of Government Premises by Recipient, its employees, servants, agents, guests, invitees, and contractors. This includes, but is not limited to, any fines, claims, demands and causes of action of every nature whatsoever that may be made upon, sustained or incurred by the Government by reason of any breach, violation, omission or non-performance of any

term, covenant or condition hereof on the part of the Recipient, its employees, servants, agents, guests, invitees, or contractors. This indemnification also applies to claims arising out of the furnishings of any utilities or services by the Government or any interruption therein or failure thereof, occasioned by the negligence or lack of diligence of Recipient or its respective officers, agents, servants or employees. However, this indemnity shall not extend to damages due to the sole fault of the Government or its employees, agents, servants, guests, invitees or contractors. This covenant shall survive the termination of this Cooperative Agreement.

2. In the event of damage, including damage by contamination, to any Government property by the Recipient, its officers, agents, servants, employees, or invitees, the Recipient, at the election of the Government, shall promptly repair, replace, or make monetary compensation for the repair or replacement of such property to the satisfaction of the Government.

## **M. INSURANCE**

1. At the commencement of this Cooperative Agreement, the Recipient shall obtain, from a reputable insurance company or companies satisfactory to the Government, comprehensive general liability insurance. The insurance shall provide an amount not less than a minimum combined single limit of \$1,000,000.00 for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage or both, suffered or alleged to have been suffered by any person or persons resulting from or related to the presence or operations of the Recipient, its employees, agents or contractors under this Cooperative Agreement. The Recipient shall require the insurance company or companies to furnish the Government with a certified copy of the policy or policies, or certificates of insurance evidencing the purchase of such insurance. Each policy of insurance required under this Paragraph shall contain an endorsement reading as follows:

“The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy.”

2. All insurance required of the Recipient hereunder shall be in such form, for such periods of time and with such insurers as the Government may require or approve. All policies or certificates issued by the respective insurers for public liability and property insurance shall name the United States of America as an additional insured, and shall provide that no cancellation, reduction in amount or any material change in coverage thereof shall be effective until at least 30 calendar days after receipt by the Government of written notice thereof, regardless of any prior act or failure to act or negligence of the Recipient or the Government or any other person concerning such amount or change in coverage.
3. The Recipient at its sole cost and expense, may insure its activities in connection with this Cooperative Agreement by maintaining a program of self-insurance that complies with the requirements of this Section M, including coverages specified in Attachment A

hereof. Recipient shall also provide a copy of the exempting statute cited in support of its claim of self-insurance pursuant to Section 2 of Attachment A to this Cooperative Agreement. (The self-insurance clause is applicable only to appropriate state and local governments and qualifying institutions of higher education who provide evidence of a self-insurance program in accordance with this Section and Attachment A, Section 2.)

4. During the entire period the Cooperative Agreement shall be in effect, the Recipient shall require its contractors or agents or any contractor performing work at the Recipient's or agent's request on the affected Government Premises to carry and maintain the insurance required below:

“Comprehensive general liability insurance in the amount of \$1,000,000.00.”

5. The Recipient and any of its contractors or agents shall deliver or cause to be delivered promptly to the Cooperative Agreement Administrator, a certificate of insurance or a certified copy of each renewal policy evidencing the insurance required by this Cooperative Agreement and shall also deliver no later than thirty (30) calendar days prior to expiration of any such policy, a certificate of insurance evidencing each renewal policy covering the same risks.
6. In the event that any item or part of the premises or facilities shall require repair, rebuilding, or replacement resulting from loss or damage, the risk of which is assumed under this Section M, the Recipient shall promptly give notice thereof to the Government and, to the extent of its liability as provided in this Section M, shall, upon demand, either compensate the Government for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the Government may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the Recipient for such loss or damage under this Section M, the Recipient shall effect such repair, rebuilding, or replacement if required so to do by the Government, and such excess of cost shall be reimbursed to the Recipient by the Government. In the event the Recipient shall have effected any repair, rebuilding, or replacement which the Recipient is required to effect pursuant to this Section M, the Government shall direct payment to the Recipient of so much of the proceeds of any insurance carried by the Recipient and made available to the Government on account of loss of or damage to any item or part of the premises or facilities as may be necessary to enable the Recipient to effect such repair, rebuilding or replacement. In event the Recipient shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to the Recipient, the Recipient shall promptly refund to the Government the amount of such proceeds.

## **N. PAYMENTS**

1. Partial payments equal to the amount of work accomplished may be made quarterly during the field work portion; after submittal of the draft report; and after receipt of the final

report. Payments will be made after the quarterly progress report is received and after an invoice (matching the work in the progress report) is submitted.

2. The final payment of 20 percent of the Cooperative Agreement overall value shall be paid when the final synopsis report and all other submittals listed in Section I have been received and accepted by the CATR.
3. Any requirement for the payment or obligation of funds, under the terms of this Agreement, shall be subject to the availability of appropriated funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 USC §1341 et seq. Nothing in this Agreement shall be construed as implying that Congress will, at a later time, appropriate funds sufficient to meet deficiencies.
4. Payments will be made using in accordance with Defense Federal Acquisition Regulation (DFAR) 252.232-7006 Wide Area Work Flow Payment Instruction. See Attachment C for instructions on payment procedures.

#### **O. EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT REPORTING**

Section 2(d) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, (and any modifications to these subcontracts that change previously reported data), the Contractor shall report the following information at <http://www.fsrs.gov> for each first-tier subcontract:

- (a) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has one.
- (b) Name of the subcontractor.
- (c) Amount of the subcontract award.
- (d) Date of the subcontract award.
- (e) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (f) Subcontract number (the subcontract number assigned by the Contractor).

- (g) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

- (h) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

- (i) The prime contract number, and order number if applicable.

- (j) Awarding agency name and code.

- (k) Funding agency name and code.

- (l) Government contracting office code.

- (m) Treasury account symbol (TAS) as reported in FPDS.

- (n) The applicable North American Industry Classification System (NAICS) code.

By the end of the month following the month of a contract award, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year at <http://www.ccr.gov>, if –

- (a) In the Contractor's preceding fiscal year, the Contractor received –

- (i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

- (ii) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

- (b) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

Unless otherwise directed by the Contracting Officer, by the end of the month following the month of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at <http://www.fsr.gov>, if

- (a) In the Subcontractor's preceding fiscal year, the Subcontractor received –

- (i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
  - (ii) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
- (b) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).
- If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards. Likewise, if a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards to that subcontractor.

**END**



## ATTACHMENT A

### SELF-INSURANCE REQUIREMENTS FORM

**INSURANCE MUST CONFORM TO ALL THE REQUIREMENTS LISTED BELOW PRIOR TO RECIPIENT BEING PERMITTED TO USE OR OCCUPY GOVERNMENT PREMISES OR PROPERTY PURSUANT TO THE COOPERATIVE AGREEMENT**

#### 1. PUBLIC LIABILITY AND PROPERTY DAMAGE

a. Required minimum amounts of insurance listed below:

\$	N/A	Fire and Extended Coverage
\$	1,000,000	Third Party Property Damage
\$	1,000,000	Third Party Personal Injury Per Person
\$	1,000,000	Third Party Personal Injury Per Accident

**2. SELF-INSURANCE REQUIREMENTS:** If your organization is self-insured, please provide evidence of self-insurance which meets or exceeds the insurance liability amounts in Item # 1.

The following information, written on your organization's letterhead, is also required:

- A brief description of your organization's self-insurance program, with reference to statutory or regulatory authority establishing the self insurance program.
- The name and telephone number of your organization's self-insurance program administrator.
- Reference the appropriate military facility and cooperative agreement number.

#### 3. IF YOUR SELF-INSURANCE PROGRAM DOES NOT MEET THE ABOVE MINIMUM REQUIREMENTS:

• Provide evidence of Excess Liability Insurance in the amount necessary to meet or exceed the minimum requirements in Item #1 above.

• The following endorsements are required for Excess Liability insurance policies:

a. "The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."

b. "The Commanding Officer, Naval Facilities Engineering Command San Diego, CA shall be given thirty (30) days written notice prior to making any material change in or the cancellation of the self insurance program."

c. "The United States of America (Department of the Navy) is added as an additional insured in operations of the policyholder at or from the premises licensed/leased from the United States".

d. "This insurance certificate is for use of facilities at Naval Base San Diego under this Cooperative Agreement, No. N62473-15-2-0016

**4. NOTICE: "RIGHT TO USE" DOCUMENTS WILL NOT BE FULLY EXECUTED UNTIL CERTIFICATE IS RECEIVED WITH PROPER ENDORSEMENTS.**

**ATTACHMENT B  
NON SELF-INSURED REQUIREMENTS FORM**

**INSURANCE MUST CONFORM TO ALL THE REQUIREMENTS LISTED BELOW  
PRIOR TO RECIPIENT BEING PERMITTED TO USE OR OCCUPY GOVERNMENT  
PREMISES OR PROPERTY PURSUANT TO THE COOPERATIVE AGREEMENT**

**1. PUBLIC LIABILITY AND PROPERTY DAMAGE**

a. Required minimum amounts of insurance listed below:

\$	N/A	Fire and Extended Coverage
\$	1,000,000	Third Party Property Damage
\$	1,000,000	Third Party Personal Injury Per Person
\$	1,000,000	Third Party Personal Injury Per Accident

**2. THE CERTIFICATE OF INSURANCE MUST CONTAIN THE FOLLOWING  
ENDORSEMENTS:**

a. "The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."

b. "The Commanding Officer, Naval Facilities Engineering Command, Facilities Engineering Command, shall be given thirty (30) days written notice prior to making any material change in or the cancellation of the policy."

c. "The United States of America (Dept. of the Navy) is added as an additional insured in operations of the policyholder at or from the premises **licensed/leased** from the United States."

d. "This insurance certificate is for use of facilities at Naval Base San Diego under this Cooperative Agreement, No. N62473-15-2-0016.

e. Loss, if any, under this policy shall be adjusted with Recipient and the proceeds, at the direction of the Government, shall be payable to Recipient, and proceeds not paid to Recipient shall be payable to the Treasurer of the United States of America."

**3. NOTICE: "RIGHT TO USE" DOCUMENTS WILL NOT BE FULLY EXECUTED  
UNTIL CERTIFICATE IS RECEIVED WITH PROPER ENDORSEMENTS.**

## ATTACHMENT C

### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order: **N62473-15-2-0016**.

(1) Document type. The Contractor shall use the following document type(s).

**NAVY CONSTRUCTION/FACILITIES MANAGEMENT INVOICE**

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

**Issue by and admin DoDAAC is N62473/RAQE0**

**Pay Official DoDAAC is N68732**

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	<b>N68732</b>
Issue By DoDAAC	<b>N62473</b>
Admin DoDAAC	<b>N62473</b>
Inspect By DoDAAC	<b>N62473/RAQE0</b>
Ship To Code	<b>N/A</b>
Ship From Code	<b>N/A</b>
Mark For Code	<b>N/A</b>
Service Approver (DoDAAC)	<b>N/A</b>
Service Acceptor (DoDAAC)	<b>N62473/RAQE0</b>
Accept at Other DoDAAC	<b>N/A</b>
LPO DoDAAC	<b>N62473/RAQE0</b>
DCAA Auditor DoDAAC	<b>N/A</b>
Other DoDAAC(s)	<b>N/A</b>

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work

performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

[NAVFAC\\_SW\\_RAQE0\\_inspector@navy.mil](mailto:NAVFAC_SW_RAQE0_inspector@navy.mil)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

**NOT APPLICABLE**

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)