

SCOPE OF WORK  
FOR A NATIONAL REGISTER ELIGIBILITY STUDY OF SEGREGATED REDUCTION  
LOCI ABOARD THE  
MARINE CORPS AIR GROUND COMBAT CENTER  
TWENTYNINE PALMS, CALIFORNIA  
APRIL 2016

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## **A. PURPOSE**

The purpose of this contract is to complete a comprehensive literature review of archaeological site records and reports for Segregated Reduction Loci (SRLs) aboard the installation and provide a programmatic approach to National Register-eligibility recommendations for this archaeological site type. The study will determine the eligibility for inclusion on the National Register of Historic Places en masse, with consideration for the data potential inherent in this class of site and the degree of data redundancy evident within the sites.

The program is being conducted in accordance 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 Marine Corps Environmental Compliance and Protection Manual, Chapter 8, Historic and Archeological Resources Protection and 36 CFR 800, "Protection of Historic Properties." Also applicable is the BLM manual, section 8100, "The Foundations for Managing Cultural Resources," section 8110, "Identifying and Evaluating Cultural Resources."

**Description of requirement:** The Department of the Navy (DoN) is seeking statement of interests that address a National Register-eligibility study intended to evaluate the high number of reduction-oriented sites at the installation (MCAGCC has roughly 1,000 archaeological sites currently classified as SRLs).

For the purposes of this contract, the contractor will follow the guidelines set forth in *Archaeology and Historic Preservation: Secretary of Interior's Standards and Guidelines* (Federal Register, Vol. 48, No. 190, 44716-44742).

## **B. LOCATION**

The study will be conducted on Marine Corps Air Ground Combat Center (MCAGCC), Twentynine Palms, California

## **C. DESIGNATED REPRESENTATIVES**

1. The Cooperative Agreement Administrator (CAA) Reagan Pablo, Contract Specialist, ACQ4.RP, Naval Facilities Engineering Command Southwest, 937 North Harbor Blvd, San Diego, California, 92132-5190; telephone (619)532-2090, and email: [reagan.s.pablo@navy.mil](mailto:reagan.s.pablo@navy.mil).

2. The Cooperative Agreement Technical Representative (CATR) is Joseph Baumann, Archaeologist, RAE20.JB, Naval Facilities Engineering Command Southwest, 937 North Harbor Blvd, San Diego, California, 92132-5192; telephone (619)532-2787, and email: [joseph.baumann@navy.mil](mailto:joseph.baumann@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 effect any change to this Cooperative Agreement.

3. The Installation Representative is Walter J. Christensen, Natural/Cultural Resources Branch Head, Natural Resource and Environmental Affairs Division (NREA), Building 14518, Box 788110, Marine Corps Air Ground Combat Center, Twentynine Palms, California, 92278-8110, (760) 830-5200, [walter.christensen@usmc.mil](mailto:walter.christensen@usmc.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 effect 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.

#### **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 June 2016 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). The end date is the anticipated date that the Final Report is accepted by the Government.

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. Previous reports related to any relevant aspects of the project
- c. Integrated Natural and Cultural Resources Management Plans
- d. Collections from relevant archaeological sites
- e. Topographical maps of MCAGCC
- f. Aerial photographs of MCAGCC
- g. Assistance with security clearances, range radios, and access to the installation.

The Government shall provide the Contractor: (1) copies of or access to copies of applicable cultural resources data housed at MCAGCC; and (2) digital data in the form of GIS data coverages, including, but not limited to, geological, faunal, floral, hydrological, land use, topographical, and soil data coverages.

## **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 Marine Corps (USMC) 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."

5. The Recipient shall visit the 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 PhD in Anthropology, Archaeology, or related scientific discipline;
- extensive knowledge of, and hands-on experience in, the archaeology of the Mojave Desert and the western Great Basin;
- knowledge of environmental geology and a demonstrated proficiency in GIS analysis and interpretation of archaeological location data;
- familiarity with the collections and physiography aboard MCAGCC will be necessary to facilitate this undertaking;
- experience working on live-fire ranges

b. Technical Staff: The person(s) shall have, at the minimum:

- extensive knowledge of, and hands-on experience in, the archaeology of the Mojave Desert and the western Great Basin

8. The Recipient shall provide the CAA (via the CATR) the names of persons and copies of their resumes being considered for work under this Agreement. The Recipient shall not replace

or substitute any staff member 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 field investigations.

10. All personnel who participate in fieldwork must attend a safety briefing presented by personnel from Explosive Ordnance Disposal (EOD) before they perform any fieldwork. Rules and regulations for the safe conduct of work on the Combat Center shall be followed at all times. The Contractor must maintain radio communications with BEARMAT, range control at the Combat Center.

11. Due to the fact that the Installation is an active military range, everyone involved in this Agreement is required to take an Explosive Ordnance Disposal (EOD) training prior to working on the Installation. This can be arranged through the CATR and Installation Representative.

12. Unexploded ordnance may be encountered while conducting fieldwork. The Recipient shall not touch or attempt to pick-up any suspected ordnance. If ordnance is in a place that the Recipient cannot avoid, the Recipient shall place flagging in the general area of the ordnance and notify BEARMAT of the exact location of the ordnance as soon as possible.

13. Due to the classified nature of the activities on the Installation, only those areas directly associated with the specifications of this Agreement may be visited. Restricted areas will only be entered by special permission.

14. 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.

15. Photography is restricted on the Installation. The Recipient and all of his representatives are required to obtain permission from the Installation Representative (via the CAA) prior to taking any photographs on the Installation. Only photographs of Agreement-related activities will be permitted.

16. The Recipient shall review pertinent files at the Installation and past research conducted at the Installation. The Recipient shall coordinate with the CATR and Installation Representative in planning and carrying out field, lab, and archival activities.

17. 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.

18. 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 Marine Corps Environmental Compliance and Protection Manual, Chapter 8, *Historic and Archeological Resources Protection* and 36 CFR 800, *Protection of Historic Properties*.

19. Vehicle operators may **not** use cell phones unless the vehicle is safely stopped or the cell phone employs a "hands free" device. Drivers may not hold, dial, text or adjust the phone while the vehicle is in motion. Hands free systems such as ear buds, blue tooth, OnStar and other voice activated or speaker phone systems are authorized. Installation Security personnel can issue military motor vehicle citations to operators in violation of this policy. These citations result in a three-point penalty assessed to the violator's driving record and if a driver accumulates twelve points within a twelve month period or eighteen points within a twenty-four month period he/she is subject to suspension of Installation driving privileges for one year.

20. All field notes, field data forms, electronic storage of field data, photographs, etc. collected and produced as part of this Agreement are the property of the DoN. Legible copies of the field notes, data forms and other information shall be provided to the CATR and Installation Representative upon request.

21. The data obtained during this Agreement shall be scientifically defensible and suitable for publication. All methods of data collection and analyses shall be standardized with previous studies conducted by the Recipient under past Agreements for this type of work, or when appropriate, analyzed using acceptable new or improved methods as determined in current scientific literature(s). If changes in analyses make results unfit for comparison with previously collected data, the Recipient shall reanalyze all appropriate data sets for comparison. The CAA shall approve (via the CATR) in advance any changes to previously used experimental designs, methods of data collection and/or analyses. The CATR or Installation representative, at their discretion, may subject draft reports or draft manuscripts to external peer review.

22. The Recipient is required to submit a proposed schedule in writing to the CATR and Installation Representative prior to the kick-off meeting. The schedule will identify by date, time and personnel, and location when sites are to be visited. Any variation(s) will be communicated to the CATR and Installation Representative at least 48 hours in advance of any changes.

23. In order to avoid impacts to federally listed, rare, or endemic plants the Recipient must coordinate all vegetation and ground disturbing activities with the Natural Resources Program Manager at (760) 830-5720. Under no circumstances are any federally protected plants to be disturbed and/or destroyed when completing the work required in this Agreement. The Recipient shall ensure that all footwear, backpacks, clothing, vehicles and equipment transported to the Installation are clean of weed seed.

24. No ground disturbing activities are to take place without the concurrence from the CATR and Installation Representative. Under no circumstances shall the Recipient violate the Archeological Resources Protection Act. If any objects are found that appear to be cultural or archeological resources contact the Cultural Resources Program Manager (760-830-5369). If the

Recipient accidentally disturbs an archeological and/or cultural resources site, the Recipient shall leave the site immediately (as intact as possible) and contact the Cultural Resources Program Manager.

25. No buildings will be modified or altered without permission from the MCAGCC Public Works Officer. The Recipient shall not violate the National Historic Preservation Act.

26. The Recipient shall manage generated hazardous material, hazardous waste, and hazardous waste residues in accordance with Federal, State, and local regulations. Transport and dispose of hazardous waste (e.g., batteries) in accordance with Federal, State, local and applicable Installation requirements.

27. The Recipient shall inform the CATR and Installation Representative via e-mail of any unusual activity observed while conducting surveys in the field (i.e. trespassers or persons in unauthorized areas). Information should include (a) location, (b) date, (c) time, and (d) any detailed facts regarding the activity. In addition, information regarding trespassers should be reported to BEARMAT as soon as possible.

28. The Recipient shall inform the CATR and Installation Representative via e-mail of any unusual animal or plant species observed while conducting surveys in the field (i.e., species which are federally listed or are State of California Species of Special Concern). Information should include (a) location, (b) date, (c) time and (d) any detailed facts the sighting.

29. 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 field activities, to review computer or paper files of raw data, prepared data (such as data analyses, summaries, maps, figures, tables, etc.), or any record deemed appropriate by the CAA in establishing the Recipient's performance in fulfilling the requirements of this Agreement.

30. 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**

Archival Research and Data Analysis: Archival research will be conducted to retrieve a wide range of documentary sources relating to prehistoric land use and activities aboard the base, to include all applicable reports and site records on file at NREA, MCAGCC.

The data analysis will synthesize the records collected during the archival research and consider the previous inventory data, prehistoric themes and contexts, property types, and National Register requirements into a synopsis of the study area and all work conducted there. The synthesis will develop the rationale for eligibility of the sites for inclusion on the NRHP en masse. The considerations driving the recommendations for eligibility should be based upon the data potential when compared against the body of data currently known on site types aboard MCAGCC and in the Mojave Desert, as a whole, and the potential for contribution to the understanding of prehistoric lifeways in the Mojave Desert. The analysis will maintain a particular emphasis on site integrity, data redundancy, and potential for diagnostic artifacts and sourcing, including the identification of toolstone origins and placement of the site within a temporal scheme. The results of the synthesis will be incorporated into the final report, and will provide sufficient depth to allow for a definitive recommendation for NRHP eligibility.

## **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.

## **I. SUBMITTALS and SCHEDULES**

### **1. SCHEDULE**

The schedule for submittals and milestone dates is as follows.

<b>Deliverables</b>	<b>Hard Copies</b>	<b>Calendar Days Post Award</b>	<b>Due Date</b>
Draft report	3	365	
Final report, bound copies	5		
Final report, unbound archival quality copy	1		
Electronic copy of final report	1	30 days after receipt of government comments	

**2. REPORT 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 March, July, September, and December. 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 dates of meetings.
- (5) Brief summary (as appropriate) of:
  - (a) Summary of status and kind of data accumulation: ranges being examined and classes of data assembled to reporting date; to include information on chronology, work efforts, site types, and assemblage characterizations.
  - (b) Status of data integration and comparative analysis of individual training ranges; efforts made to date in identifying similarities and differences between ranges and implications for prehistoric land use.
  - (c) Status of synthetic efforts and comparisons with adjacent sectors of the Mojave Desert and southwestern Great Basin.
- (6) The special significance of any of the above
- (7) Work proposed for next quarter
- (8) Problems encountered that should be resolved by the Installation Representative
- (9) Suggestions
- (10) References
- (11) Signature of Recipient

b. Draft Technical Synthesis Report: The Contractor shall prepare a draft technical synthesis report. The draft report shall be a polished product and an accurate representation of the final report. The draft report shall be an essentially complete document that only requires editorial, drafting, or cartographic revisions to be a publishable quality monograph. The report shall be divided into the following sections or a similar appropriate format:

<b>Report Section</b>	<b>Contents</b>
<i>Executive Summary</i>	Brief synopsis of the project, suitable for publication as the abstract of a journal article summarizing the findings, conclusions, and recommendations of the report.
<i>Table of Contents</i>	
<i>Introduction</i>	Statement of purpose for the investigation and the means by which the goals of the investigation were met.
<i>Environmental Setting</i>	Climate, geology, flora, and fauna of the area.
<i>Regional Cultural Setting</i>	A summary of the prehistory, history, and ethnography of the region.

<b>Report Section</b>	<b>Contents</b>
<i>Results of the Investigation</i>	A complete discussion of the methods and findings of the completed inventory. This should include (a) a complete description of each cultural resource located as a result of this inventory; (b) a statement to the extent practicable of the significance and NRHP eligibility of each archeological site located within the study area; (c) definition and rationale for the delineation of any historic districts; and (d) recommendations for a program to further evaluate each resource or resource area with respect to eligibility for inclusion in the National Register of Historic Places.
<i>References Cited</i>	
<i>Appendices</i>	All site forms, non-sensitive maps, and other information gathered during the project.

(1) The draft report shall be bound and double-spaced. The photographs, plates, drawings, and other graphic material shall appear in the same size, format, and general location as they will in the final technical synthesis report. Three copies shall be submitted to the Government. The word “DRAFT” shall be clearly printed on the cover of the draft report.

c. The cover and title page of the draft report 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..

d. Final Technical Synthesis Report: The final report shall incorporate the government’s review comments submitted to the contractor. If there is a disagreement regarding comments, the contractor shall meet with the Government to resolve differences. If the disagreement cannot be resolved, the Government comments will be incorporated. The Contractor shall evaluate impacts to the sites recommended as eligible for listing in the National Register. Recommendations concerning the need for additional evaluations and data recovery must relate to current site condition and/or to use of the area for military training.

(1) The final technical synthesis report shall be a publication-quality monograph that shall conform to general practice in the profession. The document shall conform to the Society for American Archaeology style guide. The text shall be printed single-spaced using a one- or two-column format.

(2) The contractor shall submit the original of the final technical synthesis report in letter-quality typescript ready for reproduction by photocopying on 8.5 by 11 inch paper (except for those pages that may be 11 x 17, 22, or 34 inch foldout figures) with a binding edge of one inch. Twenty-five copies of the final technical synthesis report shall be submitted to the Government. Additionally, the contractor shall provide the Government a copy of the report on CD-ROM in portable data format (\*.pdf).

- (3) All maps and drawings shall be professionally drafted. Maps shall have a legend that is clear and readable, including such information as the scale, north indication, and symbol identification. Site locations shall be depicted on USGS 7.5' topographic maps with appropriate legend as well as on 1:50,000 scale military maps. Features to be illustrated (site locations, site features, artifacts, etc.) must stand out clearly against the other features on the map. All maps shall have a half inch border and a binding edge of one inch. The originals must be submitted.
  - (4) Photographs shall be original black and white positive prints or half-tones, or digital color photos. A caption shall be typed for each photograph and properly mounted.
- e. The cover and title page of the final report 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.

The Contractor shall provide, as part of the deliverables for this project, all site and survey data in an ArcGIS 9.x file format. The site data will include, at a minimum, individual polygons for each site, and an individual polygon or point for each isolate. Attributes for each site or isolate will include, at a minimum, the state trinomial and/or primary number, the temporary resource name assigned by the recorder, the contract number for the project, and the principal investigator's name. The shapefile template will be provided by the Government.

- a. Geospatial Data Coordinate System: All geographic data will be submitted in the Universal Transverse Mercator (UTM) format, including:
  1. Datum: WGS84
  2. Zone: 11 S
  3. Spheroid: GRS80
  4. Unit of Measure: Meter (Horizontal & Vertical)
  5. No offsets shall be used
- b. Geographic Data Documentation (Metadata): The documentation shall include, but is not limited to, the following:
  1. Name and description of the map layer or coverage
  2. Source of the data
  3. Accuracy
  4. Time period of content
  5. Description of equipment or instruments used in the data collection
  6. Type of data coverage (point, line, polyline, polygon, etc.)
  7. Field names of all attribute data and a description of each field name
  8. Definition of all codes used in the data fields
  9. Range of numeric fields and the meaning of these numeric ranges

10. Creation date of the layer
11. Name of the person who created it

- c. Metadata generation tools included in the ArcGIS suite of software shall be used in the production of the required metadata in XML format. If this tool is not used, the Contractor must insure that the metadata is delivered in a format that can be easily translated to the XML format.

All data and information produced as part of the task order are the property of the U.S. Marine Corps. Prior to completion of this task order, the Contractor shall ensure that all data and any other material generated during the project are secured and kept safe from damage and destruction. Data will not be used, in part or in whole, in any professional, scientific or non-scientific report, paper, article, poster, note or other form, published or unpublished, or be part of any technical or non-technical presentation or be provided to anyone without the prior concurrence of the MAGTFTC point-of-contact. A request by the Contractor to use any data generated during the task order must be made in writing to MCAGCC point-of-contact at least two weeks in advance.

Copyright shall not be claimed by the Contractor for any material produced under this task order. All material shall be in the public domain. The Contractor shall not incorporate any reports produced under this contract into any publication series, thereby implying copyright.

### **3. INSPECTION AND COORDINATION**

- a. The Contracting Officer or their authorized representative may at all reasonable times inspect or otherwise evaluate the work being performed under this task order and the premises on which it is being performed. All inspections and evaluations will be performed in such a manner that will not unduly delay the project. Any communication with the Contractor that changes the task order must be made in written form by the Contracting Officer or their authorized representative.
- b. The contractor shall comply with all applicable federal, state, and local laws, and with the regulations and standards. All environmental protection matters shall be coordinated with NREA.

### **4. NOTICE TO THE GOVERNMENT OF DELAYS**

In the event the Contractor encounters difficulty in meeting performance requirements, or when there is difficulty in complying with the task order delivery schedule or data requirements, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatening to delay the timely performance of this task order, the Contractor shall immediately notify the Contracting Officer in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule, of data, or of any rights or remedies provided by law or under this contract.

## **J. DATA AND PUBLICATION**

1. This Cooperative Agreement is subject to, and Recipient shall comply with, 2 CFR Subpart 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 funded by the *United States Marine Corps* on behalf of the *MCAGCC Twentynine Palms Natural Resources and Environmental Affairs*."

3. Any publications resulting from this work shall be provided at no cost to the USMC 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. SAFETY

The Recipient will be required to develop an Accident Prevention Plan (APP) following the format in Appendix A of the EM 385-1-1 05 July 2011 or latest edition. A Site Safety and Health Plan (SSHP) is also required if the work is potentially hazardous. Potentially hazardous activities include, but are not limited to:

- soil boring or digging test pits (excludes manual collection of de minimis surface soil samples)
- all field work on hazardous waste or munitions response sites
- work on, in, or near bodies of water where there a danger from drowning
- use of heavy equipment, e.g. backhoes, excavators, bulldozers, etc.
- excavation, backfilling, and compaction
- use of man lifts, ladders, and other climbing apparatus
- use of weight handling equipment, e.g. crane, forklifts, and hoists
- well drilling and/or well pump repair or replacement
- construction, demolition, or repair of site improvements
- remediation of hazardous material or waste, i.e. asbestos, paint with lead, and PCB
- work within 10 ten feet of high voltage lines, or high pressure gas, steam, or water lines

The minimum requirement for the SSHP is in Section 28 of the EM 385-1-1. Include an Activity Hazard Analysis (AHA) for all tasks reasonably anticipated to be performed as part of this scope of work. Format and instructions for the AHA is in section 1 of the EM 385-1-1. As a minimum, references used to develop the APP, SSHP and AHA are: EM 385-1-1 US Army Corps of Engineers Safety & Health Requirements Manual, and Local Activity safety plans and standard operating procedures. When developing the APP, SSHP and AHA, address all sections that are deemed appropriate for performing the work in this Cooperative Agreement, while ensuring a safe work environment for all personnel involved. The draft APP, SSHP and AHA have to be reviewed by the GDA (SW EV Safety Office, PM, ROICC/FEAD) prior to start of field work activities.

NOTE: AHA is an attachment required by the APP. SSHP is also an attachment required by the APP if a project includes potentially hazardous activities. Government PM should verify with the SW EV Safety Office prior to directing the recipient to prepare a SSHP.

The APP, SSHP and AHA will provide a safe and healthful environment for all personnel involved as well as personnel working near the sites for the DoN. The Recipient shall certify to CATR that the final APP, SSHP and AHA has been reviewed with each Recipient employee working on this Cooperative Agreement prior to mobilization and start of fieldwork activities.

A Draft and Final APP, SSHP and AHA will be submitted concurrently with the Work Plan but shall be printed under a separate cover from the Work Plan. The final APP, SSHP and AHA shall be immediately accessible to the Site Safety and Health Officer (SSHO) and Project Manager at all times during the project, and a copy shall be available in every vehicle utilized for work under this Cooperative Agreement. The SSSH is required to have completed the 10-hour OSHA Safety

## Training.

Man-hour reporting is also required by the EM 385-1-1 and the Unified Facilities Guide Specifications (UFGS) -01 35 26, (February 2012) change 2, 08/13. The recipient will provide a Monthly Exposure Report (MER) and attach to the monthly billing request. The CATR will submit a copy of the MER to the SW EV Safety Office.

All personnel who participate in fieldwork must attend a safety briefing presented by personnel from Explosive Ordnance Disposal (EOD) before they perform any fieldwork. Rules and regulations for the safe conduct of work on the Combat Center shall be followed at all times. The Contractor must maintain radio communications with BEARMAT, range control at the Combat Center.

## **M. 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.

## **N. 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 N, 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.

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 N, the Recipient shall promptly give notice thereof to the Government and, to the extent of its liability as provided in this Section N, 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 N, 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 N, 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.

#### **O. 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.

#### **P. 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.fsrc.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/execomp.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 RECIPENT 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 Marine Corps Air Ground Combat Center

Twenty-nine Palms, California under this Cooperative Agreement, No. N62473-16-2-0007.”

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

**ATTACHMENT A  
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 Marine Corps Air Ground Combat Center Twenty-nine Palms, California under this Cooperative Agreement, No. N62473-16-2-0007."

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 B

### 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: **N62473-16-2-0007**



(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.

(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)

[joseph.baumann@navy.mil](mailto:joseph.baumann@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)