

SCOPE OF WORK FOR
IDENTIFICATION AND EVALUATION OF HISTORIC PROPERTIES WITH TRIBAL RELIGIOUS AND
CULTURAL IMPORTANCE, MARINE CORPS BASE CAMP PENDLETON, CALIFORNIA
N62473-23-2-0012

TABLE OF CONTENTS

SECTION LETTER	TITLE	PAGE
A	INTRODUCTION	2
B	PURPOSE	2
C	LOCATION	2
D	DESIGNATED REPRESENTATIVES	2
E	PERIOD OF PERFORMANCE	3
F	PROVISIONS TO THE RECIPIENT	3
G	GENERAL REQUIREMENTS	4
H	SPECIFIC REQUIREMENTS	8
I	MEETINGS/COORDINATION	9
J	SUBMITTALS AND SCHEDULES	9
K	DATA AND PUBLICATION	15
L	RELEASE OF INFORMATION	15
M	SAFETY	15
N	HOLD HARMLESS	16
O	INSURANCE	17
P	PAYMENTS	18
Q	EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT REPORTING	18
R	PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE OR EQUIPMENT (2 CFR § 200.216)	
Attachment A	INSURANCE REQUIREMENTS	23
Attachment B	WAWF INSTRUCTIONS	25

A. INTRODUCTION

Marine Corps Base Camp Pendleton (MCB CamPen), San Diego County, California, is the Marine Corps' largest West Coast expeditionary training facility, encompassing over 200 square miles of land including 17 miles along the coast in Southern California. MCP CamPen is divided into 31 training area management units, five impact areas, more than 100 live fire facilities, and five amphibious assault landing beaches. Armed forces, nearby police academies, and private research firms use MCP CamPen to train troops and test equipment.

Significant cultural resources exist on the installation, and are managed in accordance with MCB CamPen's Integrated Cultural Resources Management Plan (ICRMP). The *Conservation Division* is the branch of the Environmental Security division responsible for the day-to-day operations and long-term management of cultural resources within MCP CamPen's boundaries, including management of paleontological, archaeological, historic resources and conservation law enforcement. The Conservation Division provides a liaison between MCP CamPen and other Federal landholders and consults with state and Federal regulatory agencies regarding cultural resources. This branch also holds the primary responsibility for the planning and implementation of the ICRMP, ensures that MCP CamPen land use is monitored and that the best scientific practices for resources management are implemented to sustain the Marine Corps training mission.

MCB CamPen contains numerous historic properties with tribal religious and cultural importance across its varied 125,000 acres. Identifying these historic properties is one of MCP CamPen's responsibilities under Sections 106 and 110 of the National Historic Preservation Act as these resources can be found eligible for listing in the National Register of Historic Places. It is also a goal of MCP Camp Pen's Integrated Cultural Resource Management Plan (ICRMP 2017). Two Traditional Cultural Properties (TCPs) have already been identified at MCB CamPen through previous studies. However, previous studies have not adequately included tribal perspectives, which is dependent on ethnographers the tribes feel comfortable working with.

B. PURPOSE

The purpose of this Cooperative Agreement is to assist to MCB CamPen and consulting tribes in producing an ethnographic study designed to identify and evaluate properties with traditional religious and cultural significance in collaboration with affiliated tribal governments. Components of the study will include ethnographic and ethnohistoric background, tribal history, religion, worldview, and traditional knowledge, historic, archaeological, and ethnobotanical data, and ethnographic interviews with members of consulting tribes. The goal of the project is to assist MCB CamPen cultural resources staff in understanding the types of traditional cultural places and their significance to aid in protection and preservation.

C. LOCATION

Work will include on-site work at MCP CamPen installation, as well as off-site support.

D. DESIGNATED REPRESENTATIVES

1. The Cooperative Agreement Administrator (CAA) is Kevin Magennis, Contract Specialist, Naval Facilities Engineering Command Southwest, 750 Pacific Highway, San Diego, CA 92132-5190 telephone (619) 705-5566, and email: kevin.e.magennis.civ@us.navy.mil
2. The Cooperative Agreement Technical Representative (CATR) is Susan Leary, Archaeologist, Naval Facilities Engineering Command, Southwest, 750 Pacific Hwy, San Diego CA 92132; telephone (619) 705-5554 and email: susan.c.leary.civ@us.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 (IR) is Kelli Brasket, Cultural Resource Program Manager, Environment Security, MCP CamPen 92055; telephone (760) 725-9738 and email: kelli.brasket@usmc.mil.

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

4. For the purposes of this Cooperative Agreement, the term Recipient shall mean **TBD**. The use of the term Recipient in this Cooperative Agreement includes **TBD** and all designated representative(s).

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

6. The Recipient 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 Recipient.

E. PERIOD OF PERFORMANCE

The base period of performance covered by this Cooperative Agreement is 24 months upon award, and includes archival research, review of the ethnographic record, historic and archaeological data, and ethnographic interviews with members of participating tribes to identify properties with tribal cultural significance and evaluate them for inclusion on the National Register of Historic Places. Option Period 1 is anticipated to be awarded during the second 12-month period of the base period and would extend the period of performance by 12 months. Option Periods 2 and 3 are anticipated to be awarded during their respective succeeding performance periods and would each extend the period of performance by 12 months. Option Task 1 is expected to be awarded contemporaneously with Option Period 3 and will not extend the period of performance. The end date is the anticipated date that the Final Report is accepted by the Government. In the event that an Option Period (3)/Option Task 1 is exercised, a cumulative report consisting of the Base Period and all Option Periods/Items will be the Final Report. All Option Periods/Tasks will be unilaterally awarded and are subject to the availability of funds.

A fifteen (15) day period, starting on date of award, will be used for the Recipient to provide preliminary documents to the CAA and CATR. Documents include, but are not limited to, Insurance documents/certificates and a Draft Work Plan. Recipient may not begin performance until preliminary documents are submitted and accepted/approved as appropriate.

F. PROVISIONS TO THE RECIPIENT

MCB CamPen agrees to the following terms for this cooperative project:

1. Funding. MCP CamPen agrees to provide funds to support the following budget estimate, which may

differ from proposals received:

Personnel

- 1 Project Manager/Anthropologist/Ethnographer (24 Months)
- 1 1/3 time Ethnographer approved by Tribal representatives (24 months)
- 1 GIS Specialist for Mapping (24 Months)

Supplies

- Refreshments for up to 15 Government to Government meetings for up to 10 people each
- Up to 35 \$200 honorarium for Tribal Members conducting interviews

G. GENERAL REQUIREMENTS

1. The Recipient shall provide all labor, supervision, tools, materials, equipment, transportation, meals, and lodging for him/herself and his/her personnel. Housing materials such as (acid free boxes, paper, bags, etc). may be provided by the installation. In the event that housing material is provided by the installation, a reduction in costs for such provided supplies will be expected. All Recipient equipment is subject to inspection and approval by the IR.
2. The Recipient shall provide all equipment (unless otherwise stated) and analyses necessary to complete the work described within this Cooperative 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 Recipient conceived or first actually reduced to practice in the performance of work under a funding Cooperative 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#)
3. 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 Cooperative Agreement as detailed further in this Scope of Work. It is the Recipient's responsibility to obtain security, entrance, and/or photographic clearances for himself/herself and his/her personnel onto the Installation. It may be that only government personnel may be permitted to take photographs. 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 study/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.
4. The Recipient shall manage the total work effort and assure fully adequate and timely completion of services required under this Cooperative 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 scoped activities of this Cooperative Agreement.
5. The Recipient shall provide the following key personnel. Each key personnel shall be capable and qualified to meet the requirements of the Scope of Work. Key personnel may have multiple roles. These persons shall have, at the minimum:

Principal Investigator (PI)/Project Manager/Anthropologist. The Applicant shall provide one Project Manager/Anthropologist, capable and qualified to meet the requirements of the Scope of Work. This position shall be responsible for being the liaison between Recipient personnel and the Grants Officer, CAA and/or

CATR and shall serve as the main point of contact for all required results and/or progress reports on the study. This person shall, at the minimum:

- Meet the *Secretary of the Interior's Professional Qualification Standards* (48 FR 44716) and meet the Professional qualifications for ethnography as stated in Appendix II of National Register Bulletin 38.
- Have demonstrated experience in project management including ethnographic studies.
- Have demonstrated experience in archival research, review of the ethnographic record, identification of properties with tribal cultural significance and evaluating them for inclusion on the National Register of Historic Places. Proposals using personnel with greater Traditional Cultural Property experience may receive higher ratings.
- Have experience in working with Tribal governments and their respective representatives on culturally sensitive topics in a manner that supports Tribal sovereignty, empowerment and leadership in cultural resources protection efforts.
- Have proficiency in Microsoft Office word processing, Excel spreadsheets, presentation software and ability to communicate in English, both orally and in writing.

Anthropologist/Ethnographer. The Applicant shall provide one or more Ethnographers with demonstrated experience in archival research, review of the ethnographic record, identification of properties with tribal cultural significance and evaluating them for inclusion on the National Register of Historic Places. This person shall, at the minimum:

- Meet the *Secretary of the Interior's Professional Qualification Standards* (48 FR 44716) and meet the Professional qualifications for ethnography as stated in Appendix II of National Register Bulletin 38.
- Be approved by Consulting Tribes participating in this study
- Have experience in working with Tribal governments and their respective representatives on culturally sensitive topics in a manner that supports Tribal sovereignty, empowerment, and leadership with cultural resource protection efforts.
- Have proficiency in Microsoft Office word processing, Excel spreadsheets, presentation software and ability to communicate in English, both orally and in writing.

GIS Specialist. The Applicant shall provide one GIS specialist to prepare maps or oversee the preparation of graphics as needed. This person shall, at the minimum

- Have a certificate in GIS or a combination of classwork and experience in GIS.
- Have the ability to communicate in English, both orally and in writing.

6. The Government reserves the right, during the term of this Cooperative Agreement, to review work histories of any Recipient's employee for the purposes of verifying compliance with the above requirements. The Government may, in its sole discretion, determine that an employee is noncompliant and require substitution of a compliant employee and such requirement shall not be grounds for equitable adjustment or claim. The Government may, in its sole discretion, reject a proposed employee.

7. If the ethnographer is unable to conduct the duties as described in this Scope of Work, including for reasons unrelated to this project, the Recipient shall replace the individual without any loss in service provided to the Government. The Government may, in its sole discretion, reject the proposed replacement employee.

8. Personnel assigned to, or utilized by, the Recipient in performance of work shall be fully capable of performing the contemplated functions of the respective labor categories in an efficient, reliable, and professional manner.

9. **Security Clearance:** All personnel working on this Cooperative Agreement shall be United States citizens or shall carry a valid U.S. Immigration Alien/Registration card. The Recipient shall be responsible for obtaining any certifications, licensing, and proof of citizenship/alien status that may be required by personnel

to support tasks performed under this Cooperative Agreement.

10. The Recipient is responsible for providing information required for obtaining clearances, permits, passes, or security badges required for personnel or equipment access. This includes information required for police or background checks or investigations and all other requirements of the issuing activity. Since base access is required for this Cooperative Agreement, CAC access will be needed. The Recipient shall provide all necessary information to the Government to allow access privileges.

11. All Non-Government personnel working on the Base are required to obtain credentials for entry. Marine Corps Base Camp Pendleton recently implemented the Defense Biometric Identification System (DBIDS), a new Physical Access Control System. Recipients and vendors on official business without CAC access must obtain a DBIDS credential/pass. The Recipient must immediately report instances of lost or stolen badges to the Grants Officer. Failure of Recipient personnel to obtain entry approval will not affect the Cooperative Agreement price or time of completion. All Recipient personnel shall become familiar with and obey all Government regulations including fire, traffic, and security regulations.

12. The Recipient is responsible for ensuring such clearances, permits, passes, or security badges are promptly returned to the issuing activity upon termination of an employee, completion of a project, or termination of this Cooperative Agreement.

13. The Commanding Officer of MCB CamPen has broad authority to remove or exclude any person in fulfilling his responsibility to protect personnel and property, to maintain good order and discipline, and to ensure the successful and uninterrupted performance of the Marine Corps mission. In the exercise of this authority, the Commanding General may refuse to grant personal entry passes or may bar employees, including employees who have been granted a personal entry pass. Refusal to grant an employee a personal entry pass of an employee may necessitate the replacement of the employee by the Recipient to continue performance under this Cooperative Agreement.

14. Work Control. The Recipient shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking of work in progress. The Recipient shall plan and schedule work to assure material, labor, and equipment are available to complete work with the quality standards established herein.

15. Work Schedule. All work shall be performed and completed in accordance with the time frames established in the Work Plan for each item of work. The schedule shall list the type of work to be performed and the estimated time to complete the work. The initial work schedule shall be submitted to the CATR and IR for approval within 30 calendar days after issuance of the Cooperative Agreement. Changes to the schedule shall be submitted to the CATR and IR for approval.

16. Throughout the term of this Cooperative Agreement the CATR and the IR shall be afforded the opportunity by the Recipient to periodically review data analyses, summaries, (figures, tables, etc.), or any record deemed appropriate by the CAA in establishing the Recipient's performance in fulfilling the requirements of this Cooperative Agreement.

17. The Recipient's employees shall observe and comply with all Base rules and regulations applicable to personnel, including those applicable to the safe operation of vehicles, and shall not be present in locations not required for the proper performance of this Cooperative Agreement.

18. Personnel performing work under this Cooperative Agreement shall be readily identifiable as an employee of the organization through the use of uniforms or name tags, or via an alternate method approved by the Grants Officer.

19. Personnel and equipment entering a military installation are subject to security checks. Personnel shall follow any direction given by Military Police or other security or safety personnel.

20. **Correspondence** – The Recipient shall provide copies of all correspondence to CATR and IR. The Cooperative Agreement number shown in the heading of this scope of work shall be used on all reports and correspondence relative to this Cooperative Agreement.

21. **Oral Directions** – Verbal directions, instructions, explanations, commitments and/or acceptances conveyed to the Recipient or their personnel by any Government employee shall not be construed by the Recipient as a change in scope to this Cooperative Agreement. Any change or changes in scope of work must be issued to the Recipient, in writing, by the Grants Officer to be binding on the Government.

22. **Public Affairs** – The Recipient shall refer all press (media) or public contacts, in matters of public concern, to the IR and shall notify the CATR of their actions. The personnel shall not discuss any issues with the press or public contacts until authorization has been obtained from the IR and Navy's Public Affairs Officer. The Recipient shall not make available to the news media, nor make public disclosure of, any data resulting from actions in this Cooperative Agreement. The Recipient may not distribute reports or data to any other source, unless specifically authorized by the IR and Navy's Public Affairs Officer.

23. **Ownership of Data and Materials** – With exception to research data, title to all data recovered or generated under this Cooperative Agreement is vested with the U.S. Marine Corps.

24. **Security** – Since the materials and data, with the exception of research data, generated under this solicitation are the property of the Government and since the Recipient will be acting as an agent of the Government, the Recipient shall continually provide for the secure safekeeping of the data, or any other material in their custody.

25. **Publicity** – The Recipient shall not present the material in any format nor release for publication any article, sketch, photograph, report, account, or any other material of any nature pertaining to the work for which services are performed under the terms of this Cooperative Agreement unless written permission is obtained from the IR and Grants Officer.

26. All work conducted in support of this Cooperative Agreement shall comply with all federal laws applicable to the Installation including, but not limited to, the National Historic Preservation Act and the Native American Graves Protection and Repatriation Act.

27. The data obtained during this Cooperative 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 Cooperative 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 CATR or IR, at their discretion, may subject draft work plans, draft reports or draft manuscripts to external peer review.

28. Sections of this Agreement may be added to, deleted, or modified during the year to reflect project changes or new information, such as program cost increases or manpower requirements. Any management activities not specifically provided for within this Scope of Work that are deemed necessary to carry out this Agreement shall be discussed with and mutually agreed to by the Recipient, CATR, CAA and IR prior to implementation by the Recipient. Changes to this Cooperative Agreement will be made effective only through a Cooperative Agreement modification signed by the Recipient and the Grant Officer.

H. SPECIFIC REQUIREMENTS

This Cooperative Agreement requires the Recipient to support MCB's cultural resources programs through the following:

Base Period (24-Month Period of Performance, August 2023 to August 2025)

This study will summarize existing archival literature including the ethnographic, ethnohistoric, ethnobotanical, historical, archaeological data in addition to traditional knowledge shared by the participating tribes. This study should build off the *Marine Corps Base Camp Pendleton Ethnographic Study, San Diego County, California* (Earle 2021). An analysis of Harrington's place name data on MCB CamPen and historic aerial imagery will be conducted to aid in place name location. Properties with traditional religious and cultural importance (PTRCI) within the installation will be identified and evaluated for listing in the National Register of historic places. At a minimum, two known PTRCI's identified by a consulting tribe in the vicinity of San Onofre and Red Beach will be included. The study may also include identification of PTRCI's throughout the entire installation.

1. Work Plan. A work plan shall be developed in collaboration with consulting tribes and MCB CamPen cultural resources staff. A meeting between the Tribes, government, and CESU partner shall take place to discuss the components of the work plan prior to drafting. The work plan is a detailed scope of work that describes how the work will be accomplished, including objectives, goals, methods, resources consulted, and agreements for confidentiality. The following may be included components of the work plan but will not be limited to:

Defined Study Area. The designated study area shall be geographically situated within the larger spatial contexts of ancestral territories, land/waterscapes, and/or historic districts, as applicable.

Archival Research and Literature Review. Archival research and literature review shall be conducted to provide the ethnohistoric and ethnographic background from relevant archives including those at University of California, Berkely; University of California, Riverside; University of California, Davis and others. An ethnohistoric context and review of native place names on MCB Camp Pendleton can be found in *Marine Corps Base Camp Pendleton Ethnographic Study, San Diego County, California* (Earle 2021). This document was produced based on archival research and did not include tribal traditional knowledge.

Native Toponyms. Identification and analyses of Native toponyms and other Indigenous placenames within direct and/or general proximity (within a three-mile radius) to the APE.

2. Ethnographic Interviews. Interview methods employed shall be consistent with Professional qualifications for ethnography as stated in Appendix II of National Register Bulletin 38. The ethnographer will be required to sign a confidentiality agreement with participating tribal members.
3. Field Work. Field work may include cultural resources site visits and/or surveys of specific locations to aid in boundary definition and shall include tribal representatives.
4. Analysis of Historic Aerial Imagery. Obtain historic aerial imagery and analyze locations identified by Harrington to aid in place-name or TCP location. Aerial imagery files will be submitted as a part of this task order.

Option Period 1 (12-Month Period of Performance, August 2026 to August 2026)

- I. Create and implement an interpretive plan for Ushme (Las Flores; CA-SDI-812/H) from the Native American perspective. Consult and work with associated federal and state tribes to develop work plan and interpretive materials.

Option Period 2 (12-Month Period of Performance, August 2026 to August 2027)

1. Create and implement an interpretive plan for Topomai (Santa Margarita; CA-SDI-10,156) from the Native American perspective. Consult and work with associated federal and state tribes to develop work plan and interpretive materials.

Option Period 3 (12-Month Period of Performance, August 2027 to August 2028)

1. Native American Heritage Month Event (planning/execution) and outreach materials.

Option Task 1 (12-Month Period of Performance, August 2027 to August 2028)

1. Public outreach materials and signs for prominent natural features or places with native place names (Lake O'Neill, Morro hill, SM River etc.). Consult and work with associated federal and state tribes to develop work plan and interpretive materials.

I. MEETINGS/COORDINATION

1. The Recipient or his/her designee will attend (in person) a kick-off meeting with the CATR and IR. The CATR shall arrange the meeting. The meeting shall take place within 10 working days of the Cooperative Agreement award. The purpose of the kick-off meeting is to discuss any questions the Recipient may have regarding the Cooperative Agreement and lay out the framework for accomplishing the requirements.

2. The Recipient shall be available throughout the Cooperative Agreement period for consultation with the CATR and IR on matters involving data analysis or development of the report/manuscript. These meetings can be either face to face or via phone conference.

J. SUBMITTALS and SCHEDULES

Accident Prevention Plan

An Accident Prevention Plan shall be submitted and approved prior to the commencement of any on-site work (see Section M).

Monthly Reports

Recipient agrees to submit a Progress Report to the CATR and IR monthly via email. The report shall include the following: 1) Report Title; 2) Type of report (Preliminary Outline, Initial Draft, Periodic Report); 3) Recipient name and agreement number; 4) Date of report; 5) Distribution instructions; 6) Work completed to date; 7) Work proposed for next month; 8) Anticipated challenges.

Except where specified above and below all deliverables shall be submitted in the format specified below.

Format. Each deliverable shall be bound separately in an 8 1/2 by 11-inch, three ring binder. Deliverable reports for California shall follow the general format identified in the Archeological Resource Management Reports (ARMR) guideline. All final reports shall include laser color copies and one unbound copy. All references cited in the reports shall follow American Antiquity format except for historical resources report, which shall follow Journal of American History format. Margins shall not be greater than 1 inch in size for the upper, left and right margins. Lower margins shall not be greater than 1½ inches except where for lower margins on last pages of the section or report. The font type and size in the text of the report shall be Times New Roman 12.

Maps. The report shall contain maps as figures or attachments to the report. All maps will be of reproducible quality and will include a Legend referencing the originating base map, scale, north arrow, definition of all symbols used, subject of map, and the project name. Maps and figures recording precise location of historic properties identified and artifact illustrations. Maps shall include: regional maps locating the study area with reference points. Location maps shall indicate the study and site(s) areas on United States Geological Society (USGS) Quadrangles 7.5' series 1:25,000-foot scale. Site maps shall have a scale which can range from 1-inch equals 10 meters to 1-inch equals 25 meters and include contour lines. Site maps shall also include identifying geographical features such as fence lines, power poles, rock outcrops, roads, buildings, etc., site boundary, archeological features, and artifact scatters (particularly surface artifacts and diagnostic artifact locations).

Work Plan. The Recipient shall prepare a work plan that describes: the research strategy, fieldwork methods, special studies and analyses, and report preparation. The research strategy shall be tailored to this study. The *Ethnographic Study, MCB Camp Pendleton* (Earle 2020) shall be consulted and used as a starting point. The work plan shall include a list of personnel and a description of the roles they will fill for required tasks with detailed resumes outlining their qualifications.

The IR will review the documents and provide suggested revisions prior to the implementation of the project. The Recipient shall incorporate all comments into a Final Work Plan. The Plan will be approved prior to the initiation of field work.

Confidentiality Agreement. Confidentiality agreements with participating tribes will be required.

Advanced and Draft Report. An advanced draft report shall be submitted to the and CATR and IR. Two advance copies of the draft report shall be submitted for Government review internal to the DOD. Government comments will be incorporated within 15 days into a draft report that will be submitted to participating tribes for their review and comment. If requested by participating tribes, separate confidential reports for each tribe will be produced containing their own traditional knowledge.

Final Report. The final report shall be submitted to the IR 15 calendar days after review and approval of the draft report by the Government including SHPO review, if required. The final reports submittal shall also include 2 copies of the computer database. All digital submittals including catalogue sheets shall be on CDs (compact disks) formatted for Microsoft Windows compatible computers following the directions as stated below. The final submittal shall require Geographic Information Systems (GIS) data, hard copies of the report, and two electronic copies of the report on CD submitted with the final report.

Submission. All deliverables, except to the state repositories designated below, shall be submitted to CATR and IR. One complete copy of the final report approved by the Technical POC shall be sent to each state repository as indicated below. One copy of the final report shall be sent to the California Information Center designated for that area. One unbound copy shall be provided to NAVFAC records management with a CD/DVD copy (contact diane.silva@navy.mil for current submission instructions).

Government Review. All deliverables shall be submitted for review and approval by the Government. Government review and approval will be conducted by IR, the State Historic Preservation Officer, and Advisory Council of Historic Preservation (as required). The Recipient shall provide response comments 10 days after receiving

Government comments to the draft or review submittals. The Recipient shall incorporate **all** Government comments into the final submittals.

Archeological Collections and Associated Records. As defined by 36 CFR Part 79, the Recipient shall submit the archeological collections and associated records including a copy of the final report to the curation facility designated by the Base.

Submittal	Number of Hard Copies	Number of CDs (Electronic copy)
Advance Draft Work Plan	2	1
Draft Work Plan	2	14
Final Work Plan	2	14
Advanced Draft Report	2	1
Draft Report, GIS Data, and imagery.	2	14
Final Report	2	14

GIS and Electronic Data Requirements. It is the responsibility of the Recipient to ensure that all electronic deliverables comply with current parameters implemented across the United States Marine Corps and at MCB CampPen. GIS deliverables shall follow current SDSFIE GEOFidelis data model parameters (<https://www.sdsfieonline.org>). The Recipient will request installation GIS data, current data dictionary, and template geodatabases from the Environmental Security Geographer.

Specifications for Digital Data:

1. REFERENCES: Specifications for Digital Data shall conform to the most recent edition of the following standards; where standards provide conflicting information pertaining to an issue, the most stringent information shall apply.

- a. The United States National Computer Aided Drafting Standards (U.S. NCS)
- b. Computer Aided Design and Drafting / Geospatial Information System (CADD / GIS) Technology Center’s Architecture, Engineering and Construction CADD (AEC CADD) Standards Please refer to the following link: <https://transportation.wes.army.mil>.
- c. Naval Facilities Instruction (NAVFACINST) 4250.1, CH 7, “Electronic Bid Solicitation (EBS) Policy”
- d. Environmental Systems Research Institute (ESRI) 102646, “North American Datum (NAD) State Plane California Zone VI and the Federal Information Processing Standard (FIPS) 0406 Projection System”
- e. Geodetic Reference System (GRS Spheroid) and the NAD / World Geodetic System (NAD/WGS)
- f. Epoch 1991.35, “Horizontal Data Sheet”
- g. North American Vertical Datum 88 (NAVD88)

2. HARD COPY AND DIGITAL FORMAT: Any maps, drawings, figures, sketches, geospatial data, spreadsheets, or text files prepared for this contract shall be provided in both hard copy and digital form. The hard copy deliverables are defined in “Close Out Submittals”.

3. TEXT, SPREADSHEET, and DATABASE FILES: The Marine Corps standard computing software is Microsoft

Office 2016 and Office 365.

- a. Final Reports and other text documents shall be provided in Microsoft Word 2016/Office 365 format and Adobe portable document format (pdf).
- b. Spreadsheet files shall be provided in Microsoft Excel 2016/Office 365 format.
- c. Databases shall be provided in Microsoft Access format, unless specified otherwise, as approved by the Government. Prior to database development, the Contractor shall provide the Government with a Technical Approach Document for approval, which describes the Contractor's technical approach to designing and developing the database.
- d. All text, spreadsheet, and database files shall be delivered on a Compact Disk Read-Only Memory (CD-ROM), Digital Versatile Disc Read-Only Memory (DVD-ROM) or through DoD SAFE (<https://safe.apps.mil/>).
- e. When full sets of drawings are submitted in pdf format, the full set shall be compiled and bookmarked as one pdf.

4. MAPS, DRAWINGS, AND SKETCHES (Digital Geospatial Data):

a. **GEOSPATIAL DATA SOFTWARE FORMAT:** data shall be provided in a form that does not require translation, preprocessing, or post processing before being loaded to the Installation's Authoritative Data Store (ADS). The Contractor shall validate any deviation from this specification in writing with the Government Environmental Security GIS Analyst, the representative of the Installation Geospatial Information and Services (IGI&S) Department via the Project Manager (PM). Digital geographic maps and the related data sets shall be delivered in the following software format:

(1) GIS: utilize Personal or file Geodatabase format using ESRI's mapping software (ArcGIS 10.2). The geodatabase shall be importable to a multi-user geodatabase using ESRI's mapping software (ArcSDE 9.3). The delivered data layer(s) shall be provided with x, y domain precision of 1000.

(2) NOTE: ESRI's mapping software (ArcGIS 9.3) and ArcSDE are geographic information system software produced by the ESRI of Redlands, California. AutoCAD is software produced by Autodesk, Inc.

b. **GEOSPATIAL DATA STRUCTURE:**

(1) GIS DATA SETS: When developing/delivering geospatial data, the Contractor shall develop the initial structure consistent with the most current version of the GEOFidelis Data Model. The GEOFidelis Data Model shall be followed for geospatial database table structure, nomenclature, and attributes. The Contractor shall consult with the Government concerning modifications or additions to the GEOFidelis Data Model. The Government may approve modifications to the GEOFidelis Data Model if it is determined that the GEOFidelis Data Model does not adequately address subject datasets. Copies of the GEOFidelis Data Model may be obtained by contacting the MCB Camp Pendleton Environmental Security GIS Office GIS Analyst via email at pndl_env_gis@usmc.mil or via phone at (760) 725-9724.

c. **GEOSPATIAL DATA PROJECTION:**

(1) Geographic data (regardless of format) shall be provided in U.S. Survey Feet and projected into the California State Plane, "Zone VI and FIPS 0406 Projection System."

(2) The maps and data shall use the GRS 1980 Spheroid and the NAD83/WGS84. Epoch 1991.35 shall be used the vertical datum used is NAVD88. This projection requirement applies to all GIS data layer deliverables as well as all CADD drawings such as As-Designed and Record Drawing project plans. Each data set shall have a projection

file if appropriate based on format.

d. GEOSPATIAL DATA COLLECTION:

(1) Survey grade Global Positioning System (GPS) data collection shall be performed when specified in the Statement of Work (SOW) or if the Subject Project is a MILCON and / or utility project.

(a) Survey grade GPS data collection shall at a minimum use the Geoid2003 Continental United States (CONUS) epoch 1991.35 and spatial accuracy requirements for survey grade are 95% of GPS points are within 6 cm accuracy.

(b) Every effort shall be made to capture feature locations without using offsets unless obstructions are present.

(2) All final GPS data collection activities shall be logged with MCB CPEN'S IGI&S Department prior to initiation (temporary benchmarks set up for site work does not need to be logged).

(a) GPS data collection shall tie into the MCB CamPen GPS Station.

(b) Checks shall be made to existing Survey Control Monuments around the area of work (control coordinates; maps and Monument Record Sheets are available at the GIS Office).

(c) All checks made to control points shall be recorded and discrepancies noted in the deliverables.

(d) Data collected but not verified via this method shall not be accepted for submittal.

e. MAP PRODUCTS AND SUPPORT FILES: Finished map products, regardless of final print size, shall be presented separately in both hard copy and digital formats. The hard copy deliverables are defined in "Close Out Submittals." Final map products shall be delivered in the following digital formats:

(1) Pdf Format: Resolution of 300 dots per inch (dpi) with no image compression. All fonts shall be embedded. The Contractor shall only use fonts that are licensed and available for use by the Government.

(2) Joint Photographic Experts Group (JPEG) Format: Resolution of 96 dpi with 24-bit true color.

(3) ESRI Map Document (MXD) Format: All maps constructed shall have the associated MXD delivered to allow for future printing and modification, as necessary, by the Government. MXDs shall use the 'relative paths' option. The Table of Contents (TOC) within the MXD shall be orderly, and contain a logical naming structure.

(4) Media for Geospatial Data Deliverables: Geographic data shall be delivered to the Base Representative via DOD SAFE, separately from the deliverables containing the draft and final reports, raw data, and photographs. This media shall contain only the data as designated in the Task sections of the SOW. Do not include working files of the Contractor or original installation data used by the Contractor to develop deliverables.

f. GEOGRAPHIC DATA DOCUMENTATION (Metadata): For each digital file delivered containing geographic information (regardless of format), the Contractor shall provide documentation consistent with the GEOFidelis Metadata Guidelines, which follow Federal Geographic Data Committee (FGDC) Content Standards for Digital (CSD) Geospatial Metadata (CSDGM). Both 'Mandatory' and 'Mandatory as Applicable' fields shall be completed for each geographic data set, as well as selected 'Optional' fields. The documentation shall include, but not be limited to, the following:

(1) The name, description, abstract, and purpose of the data set / data layer.

(2) The source of the data and any related data quality information such as accuracy and time period of content.

(3) Descriptions of the receiver and other equipment used during collection and processing, base stations used for differential corrections, software used for performing differential corrections, estimated horizontal and vertical accuracies obtained, and conversion routines used to translate the data into final geographic data delivery format.

(4) Details of all checks made to existing control points and any discrepancies noted.

(5) Type of data layer (point, line, polygon, etc.).

(6) Field names of all attribute data and a description of each field name.

(7) Definition of all codes used in the data fields.

(8) Ranges of numeric fields and the meaning of these numeric ranges.

(9) The creation date of the map layer and the name of the person who created it.

(10) A POC shall be provided to answer technical questions.

(11) Metadata generation tools included in the ESRI's mapping software (ArcGIS 9.3) suite of software (or equivalent technology) shall be used in the production of the required metadata in Extensible Markup Language (XML) format. Regardless of the tools used for metadata creation, the Contractor shall ensure that the metadata is delivered in XML format.

(12) NOTE: The metadata shall be formatted from the Installation database perspective, not the Contractor project perspective. Therefore, such items as POC shall be the Installation's POC currently associated with the data and not the Contractor's PM. The Contractor shall use language and format consistent with existing Installation metadata. Specific guidelines may be found within the GEOFidelis Metadata Authoring Guide. A copy of the guide may be obtained by contacting Environmental Security GIS, and the IGI&S Department.

g. **GEOGRAPHIC DATA REVIEW:** The digital geographic maps, related data, and text documents shall be included for review in the draft and final contract submittals. The data shall be analyzed for discrepancies in subject content, correct format in accordance with these specifications, and compatibility with the existing GIS system. The Contractor shall incorporate review comments to data and text prior to approval of the final submittal.

h. **OWNERSHIP:** All digital files, final hard copy products, source data acquired for this project, and related materials, including that furnished by the Government, shall become the property of MCB CPEN and shall not be issued, distributed, or published by the Recipient without the written consent of the IR.

Contact Information:

For project inquiries, please contact the IR. For geospatial questions contact:

Geographer

Environmental Security

Building 22165

Box 555008-5008

Camp Pendleton, CA 92055-5008

pndl_env_gis@usmc.mil

Tel: (760) 725-9724

K. 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 Cooperative Agreement and authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. The Department of the Navy (DoN) acknowledges and agrees that the Recipient's fundamental consideration in performing the research under this Cooperative 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 Cooperative Agreement to the DoN 14 days prior to the submission of the work mentioned above.

2. The acknowledgements for any paper or presentation resulting from this work shall include the following statement: "This work was funded by Marine Corps Base Camp Pendleton"

3. Any publications resulting from this work shall be provided at no cost to the DoN in quantities jointly determined by the DoN representative and the Recipient at the time of publication.

4. The Recipient shall be responsible for ensuring all personnel participating in activities under this Cooperative Agreement have read and acknowledged the DATA AND PUBLICATION provisions of this Cooperative Agreement.

L. 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 Public Affairs Officer at the Installation and Public Affairs Officer at NAVFAC SW through the MCP CamPen IR, CATR, and CAA.

M. 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, US Army Corps of Engineers Safety & Health Requirements Manual, 30 November 2014 or latest edition. The government CATR will contact the SW EV Safety Office to check if the project may qualify for the Abbreviated APP, prior to directing the recipient to prepare an APP. Additional specific plan or plans is/are required if the project involves work that is potentially hazardous. List of specific plans is located at section (i) of Appendix A of the EM 385-1-1. Potentially hazardous activities include, but are not limited to:

- soil boring or digging test pits (excludes manual collection of de minimis surface soil samples)
- 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
- work within 10 ten feet of high voltage lines, or high pressure gas, steam, or water lines

A Site Safety and Health Plan (SSHP) is also required if the work involves potential exposure to hazardous, toxic or radioactive waste (HTRW). The minimum requirement for the SSHP is in Section 33 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 (or latest addition), 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 CA, while ensuring a safe work environment for all personnel involved. The draft APP, SSHP and AHA have to be reviewed by the Government Designated Authorities (SW EV Safety Office, CATR, 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 potential exposure to HTRW. 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 DoD. The Recipient shall certify to CATR that the final APP, SSHP and AHA have 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 40-hours Safety Awareness Training.

Man-hour reporting is also required by the EM 385-1-1 and the Unified Facilities Guide Specifications (UFGS) -01 35 26, (November 2015) change 8, 08/19. The recipient will provide a Monthly Exposure Report (MER) and will attach this report to the quarterly (or other specified interval) billing request. The CATR will submit a copy of the MER to the SW EV Safety Office.

Site Assist Visit (SAV). While the recipient is performing the job on-site, a SW EV Safety representative may perform an SAV. The recipient is required to comply with the contents of the final APP (with the AHA and/or SSHP, as applicable). Any modifications to the APP shall be approved first by the GDA prior to continuing work. Also the recipient has to comply with the requirements of the Section 1, Program Management, of the EM-385 -1-1, while at the job site.

N. HOLD HARMLESS

1. The US 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 Recipients. 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 Recipients. 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 Recipients. This covenant shall survive the termination of this Cooperative Agreement.

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

O. INSURANCE

1. At the commencement of this Cooperative Agreement, the Recipient shall obtain, from a reputable insurance company or companies satisfactory to the US 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 Recipients under this Cooperative Agreement. The Recipient shall require the insurance company or companies to furnish the US 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 US 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 US Government of written notice thereof, regardless of any prior act or failure to act or negligence of the Recipient or the US 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 O, 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 Recipients or agents or any Recipient performing work at the Recipient's or agent's request on the affected US 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 O, the Recipient shall promptly give notice thereof to the US Government and, to the extent of its liability as provided in this Section O, shall, upon demand, either compensate the US 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 US 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 O, the Recipient shall effect such repair, rebuilding, or replacement if required so to do by the US Government, and such excess of cost shall be reimbursed to the Recipient by the US 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 O, the US 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 US 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 US Government the amount of such proceeds.

P. 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.

2. The final payment of 20 percent of the Cooperative Agreement overall value shall be paid when the final 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 Cooperative 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 Cooperative Agreement shall be construed as implying that Congress will, at a later time, appropriate funds sufficient to meet deficiencies.

4. Payments will be made in accordance with Defense Federal Acquisition Regulation (DFAR) 252.232-7006 Wide Area Work Flow Payment Instruction. See Attachment WAWF Instructions for instructions on payment procedures.

Q. 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 Recipient to report information on subcontract awards. The law requires all reported information be made public, therefore, the Recipient 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 Recipient 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 Recipient).
- (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 Recipient shall report the names and total compensation of each of the five most highly compensated executives for the Recipient's preceding completed fiscal year at <http://www.ccr.gov>, if –

- (a) In the Recipient's preceding fiscal year, the Recipient 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 Recipient 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.fsrs.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 Recipient in the previous tax year had gross income, from all sources, under \$300,000, the Recipient 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 Recipient does not need to report awards to that subcontractor.

R. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE OR EQUIPMENT (2 CFR § 200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to

ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

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 Marine Corps Base Camp Pendleton under this Cooperative Agreement, No. N62473-23-2-0012."

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 US 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 Base Camp Pendleton under this Cooperative Agreement, No. N62473-23-2-0012."
- e. Loss, if any, under this policy shall be adjusted with Recipient and the proceeds, at the direction of the US 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 WAWF INSTRUCTIONS

DFARS 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(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.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (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 System for Award Management at <https://www.sam.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 shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order: **N62473-23-2-0012**

(1) Document type. The Contractor shall submit payment requests using the following document type(s): **NAVY CONSTRUCTION/FACILITIES MANAGEMENT INVOICE**

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer. Navy Construction/Facilities Management Invoice

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

NOT APPLICABLE

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

(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	N68732
Issue By DoDAAC	N62473/ ECOMP
Admin DoDAAC	N62473/ ECOMP
Inspect By DoDAAC	N62473/ ECOMP
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N62473/ ECOMP
Service Acceptor (DoDAAC)	N62473/ ECOMP
Accept at Other DoDAAC	N/A
LPO DoDAAC	N62473/ ECOMP
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(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.

NAVFAC_SW_ECOMP_inspector@navy.mil
susan.c.leary.civ@us.navy.mil

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.
(End of clause)