

STATEMENT OF OBJECTIVES FOR
CULTURAL AND NATURAL RESOURCES SUPPORT AT THE MARINE CORPS AIR
GROUND COMBAT CENTER, TWENTYNINE PALMS, CALIFORNIA

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A. INTRODUCTION

The Marine Air Ground Task Force Training Command (MAGTFTC), Marine Corps Air Ground Combat Center (MCAGCC), Twentynine Palms, is the Marine Corps' largest combined-arms, live-fire training facility, encompassing 1,102 square miles of mostly public lands in the Mojave Desert, California. The Combat Center is divided into 27 range training area management units, each of which may contain training areas, landing fields, targetry, main supply routes, fixed ranges, support areas, expeditionary areas, and safety buffer zones. Armed forces use the Combat Center to train troops and test equipment. MCAGCC annually provides training to one-third of the Fleet Marine Force and Reserves Units. The Conservation Branch of the Environmental Affairs Division is responsible for the long-term management of cultural and natural resources within MCAGCC.

MCAGCC has significant cultural resources that are managed according to MAGTFTC's Integrated Cultural Resources Management Plan (ICRMP). The Conservation Branch liaises with other Federal landholders and consults with state and Federal regulatory agencies regarding cultural resources. This branch is the primary agent responsible for the planning and implementation of the ICRMP, ensures that MCAGCC land use is monitored, and guides implementation of the best practices for cultural resource management while sustaining or enhancing the Marine Corps training mission.

The Conservation Branch maintains a cultural resources collection that represents the archaeological history of MCAGCC and other Marine Corps installations in the region. The collection also includes reports describing archaeological finds, and artifact analyses and dispositions. The collection is housed at MCAGCC, but many collection components have not been properly accessioned, and the collection inventory is out of date. To comply with federal regulations and the installation's ICRMP, the collection must be properly inventoried, with new items accessioned in a formal, documented manner. Once updated, the collection will be a research resource to better understand the archaeological context of the native peoples who traditionally used the area that is now MCAGCC. Field visits and surveys are essential tools for enhancing cultural resource management.

MCAGCC's significant natural resources are fundamental aspects of MCAGCC's military training environment. These soils, communities and ecosystem processes are sometimes vulnerable to forces related to military training, facilities maintenance, hazardous material, and electromagnetic forces, and are managed per MCAGCC's Integrated Natural Resources Management Plan (INRMP) and foundational regulations (e.g., the Sikes Act Improvement Act [SAIA], Migratory Bird Treaty Act [MBTA], and Endangered Species Act [ESA]). The training mission, support activities, and human habitation can stimulate human-wildlife conflicts (e.g., coyote and common raven impacts on humans, equipment and infrastructure), and human-vegetation conflicts (e.g., non-native invasive plants destabilizing soils and increasing risks of wildland fires).

The Conservation Branch works to avoid, minimize and mitigate such conflicts, while sustaining the natural and training environments, and long-term mission of the MAGTFTC. This often requires rapid responses to protect organisms protected by federal laws, other species warranting proactive conservation (e.g., sensitive, at-risk, or state-listed species), and other organisms that are also safety hazards (e.g., rattlesnakes). The rapid responses are critical to alleviate safety issues. They support ecosystem management, and they are installation requirements that help military training continue with little or no delay. Rapid response efforts typically require field visits for animal disposition, and surveys refine management of subsidized species.

B. PURPOSE

This purpose of this Cooperative Agreement is to assist MCAGCC in managing the archaeological collection and in performing the Wildlife Rapid-Response program of the Environmental Affairs Division.

Objectives:

This Agreement requires the Recipient to curate MCAGCC's archaeological collections through the MAGTFTC following objectives:

1. Manage the facility per 36 CFR 79, including facility inspections, garden maintenance, pest management, climate management, collections inspections and inventories, processing new accessions, collections, and archives, collections housing and monitoring, archival management, physical and digital media management, and housekeeping and exhibit maintenance.
2. Improve management of APCC collections and archives to modern professional and technical standards and procedures, including annual review and updates to SOP, quality control and assurance in the collections management database, the pest management plan, the emergency management plan, the collections policy and other facility documents, and improvements to storage strategy.
3. Use existing Environmental Affairs Conservation data and information to enhance and improve the exhibits and interpretive materials at the APCC, and design new exhibits for the exhibit room and the curation center garden (Base Year Period and Option Years).
4. Provide interesting and engaging educational materials, including intriguing events for outreach to school-age groups and exceptional opportunities for all ages, to convey the history of the Combat Center and the importance of sustainable resource management.
5. Perform fieldwork activities and compliance requirements on an as needed basis.

This Cooperative Agreement requires the Recipient to implement MCAGCC's wildlife rapid-response program through the following objectives:

1. Implement the Wildlife Rapid Response Program by ensuring timely response to on-base calls of injured, trapped, or dangerous wildlife (e.g., snakes, desert tortoises, and birds). Remove wildlife and transport to on- of off- base veterinarian, or per other installation standard operating procedures. Develop educational and interpretive materials, and perform outreach, to on-base and contractor personnel to ensure on-base military personnel and contractors are aware of and follow such standard operating procedures.
2. Implement the desert tortoise clearance surveys for rapid-response tortoise clearances for facilities and training operation footprints. These rapid-response surveys require on-call personnel for routine or emergent small (e.g., 1 to 3 day clearance efforts to detect desert tortoise sign, burrows, and individuals, and flag any active tortoise burrows and remove any individuals likely to be impacted by base activities).
3. Perform additional rapid reconnaissance as it relates to wildlife management on base (e.g., rare animal/plant sightings and verification and post rain event wildlife monitoring)

4. Maintain GIS layers and conduct data management for the rapid response program, and ensure GIS layers are integrated into MCAGCC's GIS Natural Resources database.

Other tasks may be awarded as Options.

C. LOCATION

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

D. DESIGNATED REPRESENTATIVES

1. The Cooperative Agreement Administrator (CAA) is Kevin Magennis, Contract Specialist, Naval Facilities Engineering Systems 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 Representatives (CATR) are:

Susan Leary, Archaeologist, Naval Facilities Engineering Systems Command, Southwest, 750 Pacific Hwy, Floor 12, San Diego CA 92132; telephone (619) 705-5554, and email: susan.c.leary.civ@us.navy.mil

David McNaughton, Sr. Natural Resources Specialist, Naval Facilities Engineering Systems Command Southwest, 750 Pacific Hwy, Floor 12, San Diego, CA 92132; telephone (619) 705-5574 and email: david.k.mcnaughton2.civ@us.navy.mil

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

3. The Installation Representatives (IR) is:

Brian T. Henen, PhD, Environmental Affairs Branch Head, MCAGCC, Natural Resources Division; Bldg. 1418, Box 788110, MCAGCC 29 Palms; phone (760) 830-5720; fax (760) 830-5718; e-mail: brian.henen@usmc.mil

Postal Address:
ENVIRONMENTAL AFFAIRS
BOX 788110
TWENTYNINE PALMS CA 92278-8110

The Installation Representative is responsible for providing the CAA, via the CATR, the technical requirements for this Cooperative Agreement's statement of objectives specifications and technical and release reviews of written reports and other documents or presentations. The Installation

Representative has no authority to make any changes to the Cooperative Agreement, only the CAA may affect any change to this Cooperative Agreement. The Installation Representative has no authority to direct or change any work identified in this Cooperative Agreement.

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

5. Any change in statement of objectives 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 period of performance covered by this agreement is twelve (12) months upon award with up to four (4) 12-month option periods that, if all are exercised, will extend the period of performance by a total of 48 months. The end date is the anticipated date that the Final Report is accepted by the Government. The parties may extend the term of this Agreement by written modification. The total duration of this agreement, including the Option Periods and any time-extension modifications, shall not exceed 60 months. The Option Periods 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 approved as appropriate.

F. PROVISIONS TO THE RECIPIENT

MAGTFTC agrees to the following terms for this cooperative project:

1. MAGTFTC agrees to provide any tools required to complete on-site work, including a Government computer and access to the MAGTFTC network, and access to a Government vehicle for travel within the MAGTFTC footprint and to off-site meetings related to performance under this cooperative project.
2. Funding. MAGTFTC agrees to provide funds to support the following budget estimate

Personnel

- 1 full time Collections Specialist/ Archaeologist (12 months)
- 1 full time Wildlife Biologist (12 months)

Supplies

Field supplies and gear as needed, including job-related transportation

G. GENERAL REQUIREMENTS

1. The Recipient shall provide all labor, supervision, meals, and lodging for him/herself and his/her personnel. All Recipient equipment is subject to inspection and approval by the Installation Representative.
2. 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.
3. If the Archaeologist or Wildlife Biologist is unable to conduct the duties as described in this Statement of Objectives, 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.
4. Personnel assigned to, or used 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.
5. **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. All permanent and temporary employees shall be able to communicate in English, both orally and in writing. 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 contract.
6. 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.
7. 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.
8. The Commanding Officer of MCAGCC 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 does not relieve the Recipient of the responsibility to continue performance under this contract.

9. 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.

10. 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.

11. 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.

12. **Correspondence** – The Cooperator shall provide copies of all correspondence to CATR and IR. The Cooperative Agreement number shown in the heading of this statement of objectives shall be used on all reports and correspondence relative to this Cooperative Agreement.

13. **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 delivery order. Any change or changes in statement of objectives must be issued to the Recipient, in writing, by the Grants Officer to be binding on the Government.

14. **Public Affairs** – The Cooperator shall refer all press (media) or public contacts, in matters of public concern, to the IR and shall notify the NAVFAC SW PM 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 contractor 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.

15. **Ownership of Data and Materials** – Title to all data recovered or generated under this solicitation is vested with the U.S. Marine Corps.

16. **Security** – Since the materials and 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.

17. **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 agreement unless written permission is obtained from the IR and Grants Officer.

18. 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 Endangered Species Act, the Clean Water Act and the Migratory Bird Treaty Act.

19. 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. 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.

20. 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 Statement of Objectives that are deemed necessary to carry out this Agreement shall be discussed with and mutually agreed to by the Recipient, CATR, CAA and Installation Representative prior to implementation by the Recipient. Changes to this Agreement will be made effective only through an Agreement Amendment signed by the Recipient and the Grant Officer.

H. SPECIFIC REQUIREMENTS

1. PROJECT OVERSIGHT

The Recipient will provide a Principal Investigator (PI)/Project Manager (PM) to provide remote supervisory oversight of the Recipient's employees. The PI/PM shall meet minimum qualifications by providing a CV or resume that demonstrates the level of each qualification and time spent on the demonstration.

The PI/PM shall have, at minimum:

- ~~a. At least five (5) years of professional research experience conducting and publishing genetic analyses, including having developed genetic markers for and analyzing genetic patterns.~~
- b. A minimum of five (5) years of experience in a PI capacity.

2. CULTURAL RESOURCES

This Agreement requires the Recipient to curate MCAGCC's archaeological collections through the MAGTFTC to:

- a. Manage the facility per 36 CFR 79, including facility inspections, garden maintenance, pest management, climate management, collections inspections and inventories, processing new accessions, collections, and archives, collections housing and monitoring, archival management, physical and digital media management, and housekeeping and exhibit maintenance.
- b. Improve management of APCC collections and archives to modern professional and technical standards and procedures, including annual review and updates to SOP, quality control and assurance in the collections management database, the pest management plan, the emergency management plan, the collections policy and other facility documents, and improvements to storage strategy.
- c. Use existing Environmental Affairs Conservation data and information to enhance and improve the exhibits and interpretive materials at the APCC, and design new exhibits for the exhibit room and the curation center garden (Base Year Period and Option Years).

- d. Provide interesting and engaging educational materials, including intriguing events for outreach to school-age groups and exceptional opportunities for all ages, to convey the history of the Combat Center and the importance of sustainable resource management.
- e. Perform fieldwork activities and compliance requirements on an as needed basis.

The Recipient shall provide a Full-time Equivalent (FTE) Archaeologist or Qualified Museum Professional compliant with the guidelines set forth in *Archaeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines* (Federal Register, Vol. 48, No. 190, 44716-44742). Candidate personnel shall have a CV or position-specific resume demonstrating a skillset commensurate with a minimum of:

- A Bachelor's degree in archaeology, anthropology, history, cultural heritage management, museum studies, or similar field of study
- Demonstrated ability to obtain certifications in the guidelines listed above.
- Registered professional archaeologist or American Alliance of Museums cert

3. NATURAL RESOURCES

This Cooperative Agreement requires the Recipient to implement MCAGCC's wildlife rapid-response program to:

- a. Implement the Wildlife Rapid Response Program by ensuring timely response to on-base calls of injured, trapped, or dangerous wildlife (e.g., snakes, desert tortoises, and birds). Remove wildlife and transport to on- of off- base veterinarian, or per other installation standard operating procedures. Develop educational and interpretive materials, and perform outreach, to on-base and contractor personnel to ensure on-base military personnel and contractors are aware of and follow such standard operating procedures.
- b. Implement the desert tortoise clearance surveys for rapid-response tortoise clearances for facilities and training operation footprints. These rapid-response surveys require on-call personnel for routine or emergent small (e.g., 1 to 3 day clearance efforts to detect desert tortoise sign, burrows, and individuals, and flag any active tortoise burrows and remove any individuals likely to be impacted by base activities.
- c. Perform additional rapid reconnaissance as it relates to wildlife management on base (e.g., rare animal/plant sightings and verification and post rain event wildlife monitoring)
- d. Maintain GIS layers and conduct data management for the rapid response program, and ensure GIS layers are integrated into MCAGCC's GIS Natural Resources database.

The Recipient shall also provide a Wildlife Biologist capable and qualified to meet the requirements of the Statement of Objectives. Candidate personnel shall have a CV or position-specific resume demonstrating a skillset commensurate with a minimum of:

- A Bachelor's degree in wildlife biology, natural resources management, ecology, or similar field of study
- Demonstrated ability to obtain Authorized Biologist status from the US Fish and Wildlife Service for clearance surveys and handling Agassiz's desert tortoise

Recipient personnel must be proficient in Microsoft Office word processing, Excel spreadsheets, and presentation software, and able to communicate proficiently in English, both orally and in writing.

Any change to the Archaeologist or Wildlife Biologist after award of Cooperative Agreement shall require approval by the CAA.

4. OPTIONS

Option Years, if awarded, shall repeat the efforts of the Base Period.

Options 1-4: Annual Extensions of Cultural and Natural Resource Support

Options will mirror the base cooperative agreement for a 12-month extension.

Options Table

Periods	Federal Fiscal Year (FY)	Performance Period	Description
Base	2025	12 months from award	Anticipated award: FY25
Option Year 1	2026	12 month extension from end of previous period	Anticipated award: FY26
Option Year 2	2027	12 month extension from end of previous period	Anticipated award: FY27
Option Year 3	2028	12 month extension from end of previous period	Anticipated award: FY28
Option Year 4	2029	12 month extension from end of previous period	Anticipated award: FY29

I. MEETINGS/COORDINATION

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

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

Progress Reports

Recipient agrees to submit electronic reports within one week of submitting any invoice, not less than quarterly. The reports shall provide a description of the work accomplished during the reporting period, including any challenges encountered and recommendations.

Final Reports (Draft and Final)

At the end of the 12-month base-period of the agreement, and at end of each Option Period, if exercised, the Recipient shall compile an Annual/Final Report using all of the progress reports, analyses, data, and recommendations performed under this agreement.

The report shall be free of grammatical, spelling, and typographic errors. The CATR may reject the draft if the quality of the report (i.e., writing and presentation) is not professional in content or appearance. The IR will process the draft final for Release Review, which requires a minimum of 10 working days for Communication Strategy and Operations Directorate (COMMSTRAT) review following IR review.

The Recipient shall submit electronic copies in Microsoft Word (2016 or later)-compatible format of the Draft report to the CATR and IR. A final version of the report shall be submitted within 10 days after receipt of Government comments. Modifications to which the Recipient takes exception, a meeting or telephone conference will be held to settle these differences. If there are unresolved differences, the Recipient will address these in a separate rebuttal document to the CAA.

Final reports shall be submitted to the CATR and IR electronically. One unbound copy shall be provided to NAVFAC records management with a CD/DVD (containing all generated data and GIS) copy (contact diane.c.silva.civ@us.navy.mil for current submission instructions).

Any maps and photos that are relevant will be included in the report. Specifications for submitting digital data shall be provided upon finalizing the Agreement.

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 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 Agreement shall be Recipient's right to publish the results of such research for academic and scientific purposes; the USMC may also express an interest cooperating to co-author such publications. The Recipient shall submit, for review and comment, including Release Review by the USMC, 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 14 days prior to the submission of the work mentioned above. The USMC Release Review requires a minimum of 10 working days after IR review.

2. The acknowledgements for any paper or presentation resulting from this work shall include the following statement: "This work was funded by the Marine Air Ground Task Force Training Command (MAGTFTC)"

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 Agreement have read and acknowledged the DATA AND PUBLICATION provisions of this 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 COMMSTRAT at the Installation and Public Affairs Officer at NAVFAC SW through the MCAGCC IR, CATR, and CAA.

M. SAFETY

The Recipient shall develop an Accident Prevention Plan (APP) for this Cooperative Agreement. The APP shall be specific to field work on MCAGCC and shall interface with the Recipient's organization's Health and Safety policy. Any portions of the Recipient's overall safety and health program referenced in the APP shall be included in the applicable APP element and made site specific. The APP must be approved by the Government prior to the initiation of any work on MCAGCC.

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 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 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 contractors 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 contractors or agents or any contractor 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 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 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 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.fsrcs.gov> for each first-tier subcontract:

- (a) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has one.
- (b) Name of the subcontractor.
- (c) Amount of the subcontract award.
- (d) Date of the subcontract award.
- (e) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (f) Subcontract number (the subcontract number assigned by the Contractor).
- (g) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (h) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (i) The prime contract number, and order number if applicable.
- (j) Awarding agency name and code.

- (k) Funding agency name and code.
- (l) Government contracting office code.
- (m) Treasury account symbol (TAS) as reported in FPDS.
- (n) The applicable North American Industry Classification System (NAICS) code.

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

- (a) In the Contractor's preceding fiscal year, the Contractor received –
 - (i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - (ii) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
- (b) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

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

- (a) In the Subcontractor's preceding fiscal year, the Subcontractor received –
 - (i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - (ii) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
- (b) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at

<http://www.sec.gov/answers/execomp.htm>).

If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards. Likewise, if a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards to that subcontractor.

END

ATTACHMENT A

SELF-INSURANCE REQUIREMENTS FORM

INSURANCE MUST CONFORM TO ALL THE REQUIREMENTS LISTED BELOW PRIOR TO 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 under this Cooperative Agreement, No. N62473-18-2-0011."

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 Air Ground Combat Center under this Cooperative Agreement, No. N62473-18-2-0011."

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 WAWF INSTRUCTIONS

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:

N62473-25-2-00xx.

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

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	N68732
Issue By DoDAAC	N62473
Admin DoDAAC	N62473
Inspect By DoDAAC	N62473/ECOMP
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
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 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_ECOMP_inspector@navy.mil

susan.c.leary.civ@us.navy.mil
david.k.mcnaughton2.civ@us.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.

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

(End of clause)

Please visit the link below for specific line item payment.

https://www.acq.osd.mil/dpap/dars/pgi/pgi.htm/current/PGI204_71.htm#payment_instructions