STATEMENT OF WORK FOR
ARCHAEOLOGICAL SURVEYS AND CULTURAL RESOURCES PROTECTION AT
PACIFIC MISSILE RANGE FACILITY (PMRF), KAUA‘I, HAWAI‘I

BASE YEAR: 15 MAY 2024 – 14 MAY 2025
OPTION YEAR 1: 15 MAY 2025 – 14 MAY 2026
OPTION YEAR 2: 15 MAY 2026 – 14 MAY 2027
OPTION YEAR 3: 15 MAY 2027 – 14 MAY 2028
OPTION YEAR 4: 15 MAY 2028 – 14 MAY 2029
CATR: TARA DEL FIERRO, CRM PMRF
EXECUTING AGENCY: NAVFAC PACIFIC
A. INTRODUCTION

Pacific Missile Range Facility (PMRF) is a Navy installation located on the Hawaiian island of Kaua‘i. It is composed of five (5) facilities - Barking Sands (Main Base), Makaha Ridge, Kamokala Ridge Magazine, Kokee, and Kaula Islet - that have a combined approximate acreage of 18,129. A multitude of cultural and historically significant sites are situated throughout these areas. The Navy has the responsibility to identify and manage these cultural resources (archaeological sites, historic buildings, districts, etc.) located on land under its control as mandated by Executive Order 11593, and sections 106 and 110 of the National Historic Preservation Act (NHPA). The Department of the Navy is committed to responsible cultural resources stewardship (SECNAVINST 4000.35) even with the continual development and expansion of the facilities at PMRF. The first step in protecting cultural resources is site identification and evaluations, and determining cultural impacts. For good culture resources stewardship, responsible environmental planning, and compliance with the NHPA, it is critical to know the locations, boundaries, and nature of archaeological resources to avoid, minimize and/or mitigate any potential impacts to these resources as required by Section 106 of the NHPA. The Navy’s Integrated Cultural Resources Management Plan (ICRMP) provides guidance on
responsibilities and stewardship of the unique cultural resources at PMRF and identifies procedures in support of continued management of PMRF’s cultural resources.

This scope of work (SOW) includes technical assistance supporting the PMRF Cultural Resources Program comprising mainly of (1) providing support for cultural resource management and compliance tasks; (2) performing delegated tasks necessary for compliance with Federal, State, and navy laws and regulations governing possible effects of Navy actions on historical/cultural resources; (3) implements site protection measures and perform periodic fieldwork; (4) maintaining PMRF Cultural Resources data bases; (5) planning and leading educational events for the PMRF team, residents, visitors, and public to improve awareness of the cultural resources program at PMRF; and perform other duties as assigned.

B. LOCATION
The scope of this Agreement includes PMRF area, see enclosure 1.

C. DESIGNATED REPRESENTATIVES
1. The Cooperative Agreement Technical Representative (CATR) is responsible for ensuring that all work is performed per the requirements and specifications outlined in this Agreement, and that the work performed, including all written reports and professional services are of an acceptable technical quality. For this Agreement, the CATR shall be the first and primary point of contact for the Cooperator and Facility Representative (including their respective representatives or staff) regarding any inquiries, questions, concerns, and issues related to the implementation of the requirements and specifications of this Agreement. The ACATR will serve as the CATR in the absence of the CATR.
   i. The Grants Officer is Mr. Kristopher Tom, Supervisory Contract Specialist/Contracting Officer, Naval Facilities Engineering Systems Command, Pacific (NAVFAC PAC), Environmental Contracts Branch, ACQ32; 258 Makalapa Drive Suite 100, JBPHH, Hawaii, 96860. Phone: (808) 474-4887; E-mail: kristopher.m.tom.civ@us.navy.mil.
   
   ii. The Cooperative Agreement Administrator (CAA) is Ms. Danika Kamikawa, Contract Specialist, Naval Facilities Engineering Systems Command, Pacific (NAVFAC PAC), Environmental Contracts Branch, ACQ32; 258 Makalapa Drive Suite 100, JBPHH, Hawaii, 96860. Phone: (808) 202-6024; E-mail: danika.m.kamikawa.civ@us.navy.mil.
   
   iii. The Cooperative Agreement Technical Representative (CATR) is Tara Del Fierro, Archaeologist, NAVFAC Hawaii, PRMF, EV51; Public Works Department (Environmental) Bldg. 395 P.O. Box 128 Kekaha, Hawaii 96752. Phone: (808) 335-4630; E-mail: tara.m.delfierro.civ@us.navy.mil.
   
   iv. The Alternate Cooperative Agreement Technical Representative (ACATR) is Jessi Behnke, Installation Environmental Program Director, PMRF, Kauai. Phone: (808) 335-4064; Email: Jessica.l.behnke.civ@us.navy.mil
2. Any change in this scope of work must be issued to the Recipient, in writing, by the Grants Officer to be binding on the government. No other government employee has authority to change this Agreement by oral or written directives, instructions, commitments and/or acceptances or any other manner.

3. The Recipient will designate, at the time of proposal submission, the individual within their organization authorized to negotiate with the CAA. The designation will stipulate the individual’s authority to commit the Recipient.

4. For the purposes of this Agreement, the term Recipient, also referred to as Cooperor herein, shall mean Cooperative Ecosystems Studies Unit (CESU) recipient.

D. PERIOD OF PERFORMANCE
The proposed period of performance (POP) for the Agreement is effective from the date of award through the end date. The POP will consist of up to a twelve (12)-month period, beginning on the date of award. However, the parties may extend the POP of the Agreement by written modification and if option years are exercised.

E. OBJECTIVES AND DUTIES
1. Provide support for Cultural Resources Management and Compliance Tasks. Performs cultural resources tasks in support of PMRF Kauai. Interacts with Navy personnel, contractors, and academic researchers as needed to assist with or independently complete identified tasks and goals. Works and coordinates with the PMRF Cultural Resources Manager (CRM) to provide logistical support and assistance in the field as needed to conduct archaeological monitoring, archaeological resource surveys, implement resource mitigation measures, collect resource data, produce written reports and documents, and produce educational materials. The Recipient shall comply with DoD approved Data Standards as specified in Attachment B including but not limited to survey data, reports, documents, and educational materials.

2. Perform delegated tasks necessary for compliance with Federal, State, and Navy laws and regulations governing possible effects of Navy actions on historical/cultural resources. This will include performing archival research, document preparation, and performance of limited surveys necessary to support consultations, in addition to participating in reconnaissance field inspections as needed. Provides input to the PMRF Cultural Resource Manager on possible impacts on cultural resources from proposed installation plans, troop maneuver and undertakings. Tasks would include implementing actions and documentation support committed to in the Integrated Cultural Resources Management Plan (ICRMP); assisting with archaeological, architectural, ethnographic baseline surveys or data needs; NAGPRA support for inadvertent discoveries; and Range management actions, such as the installation site protection signage, and other measures. Provides support in tracking status of review, attend coordination meetings, and provide data management support.

3. Implements site protection measures, does periodic monitoring of historical/archaeological sites, pedestrian surveys, and assists in input of information to the database. Responds and
documents any unanticipated findings in coordination with PMRF CRM. Drives project vehicle
to work sites. As directed, performs small-scale archaeological surveys and report compilation,
initial site assessment, determine presence/absence or extent of known archaeological sites, and
collection of additional data, utilizing Global Positioning System (GPS) to establish and confirm
location.

4. Maintaining PMRF Cultural Resource databases. Site inventory and Geospatial
Information System (GIS) databases will have new data from on-going and new projects inserted
in a timely manner as well as existing site data updated. Production of reports, tables,
spreadsheets, graphs/figures, and maps from the databases would be performed.

5. Planning and leading educational events for the PMRF team, residents, visitors, and public
to improve awareness of the cultural resources program at PMRF. Contributes to development of
cultural resources public outreach materials and displays. As directed, supports the development
of training documents and supports and participates in educational awareness tasks in
coordination with the PMRF CRM.

6. Performs other duties as assigned. A Navy/Marine Corps Intranet (NMCI) account will be
utilized for Navy communications. Attendance of periodic meetings and providing presentations
for representatives of the Navy for planning and reporting purposes may be requested. Attendance
of Navy trainings in alignment with Navy policy would be required.

**F. QUALIFICATIONS**

**Education:** At a minimum, a Master’s degree in Archaeology from an accredited college or
university.

**Experience:** A minimum of eight years of experience in or related to managing cultural resources
and performing archaeological fieldwork is needed. In addition, a minimum of four years of
experience in Hawaiian archaeology to include management of cultural resources and fieldwork
is required. At least two years of experience of archaeological fieldwork on Kauai, especially at
PMRF, is suggested.

**Knowledge:** Knowledge of Hawaiian and Pacific Island cultural history as well as state and
federal cultural resource management laws and regulations.

**Abilities and Skills:** Must be able to work well as part of a team as well as independently on
tasks. Must have good oral and written communication skills. Must be able to maintain a positive
professional attitude in a productive work environment. Computer literacy is a must particularly
in Microsoft Office applications (Word, Excel, Access, and PowerPoint) and especially in the
use and application of ArcGIS. Must possess a valid driver’s license (and if use of personal
vehicle on the job is needed, must also have a valid driver’s insurance equivalent to Hawaii’s
No-Fault Driver’s insurance) and maintain throughout the duration of employment.

**Fieldwork:** Must be able to proficient in the types and methods of archaeological fieldwork as
well as performing them (i.e., surveying, subsurface testing, data recovery, monitoring). The
performance of fieldwork includes ability to use field equipment including maps, compass, and
Global Positioning System (GPS) devices. Ability to conduct fieldwork outdoors under varying
conditions (including high humidity and heat, within thick brush, uneven/steep terrain) on a
secured military base. Work may also include to be in areas that contain Unexploded Ordnance (UXO) or areas deemed hazardous with prior authorization from the PMRF CRM.

G. DATA AND PUBLICATION
1. This 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 the Recipient. The Government will notify the Recipient in advance of all 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 Agreement.

The Federal Government has the right to obtain, reproduce, publish, or otherwise use the data first produced under this Agreement and authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. The DON acknowledges and agrees that the Recipient’s fundamental consideration in performing the research under this Agreement will be the Recipient’s right to publish the results of such research for academic and scientific purposes. The Recipient will submit, for review and comment, any proposed professional, scientific or non-scientific report, paper or note published or unpublished or be part of any technical or non-technical presentation or be provided to anyone not a party to this Agreement to the DON thirty (30) days prior to the submission of the work mentioned above. This courtesy does not expire and provides the government’s public affairs office with notice.

2. The acknowledgements for any paper or presentation resulting from this work will include the following statement: “This research was funded by the Department of the Navy.”

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

4. The Cooperator will be responsible for ensuring all personnel participating in activities under this Agreement have read and acknowledged the “DATA AND PUBLICATION” provisions of this Agreement.

H. RELEASE OF INFORMATION
The Recipient shall not respond to any inquiries about this CA from the news media or non-governmental organizations or other persons during the term of this CA 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 through the Cooperative Agreement Technical Representative (CATR) and Cooperative Agreement Administrator (CAA).
I. GENERAL REQUIREMENTS
The following requirements are common to all tasks listed above in Objective and Duties Section.

All Contractors shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures. The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshall Office, Director of Emergency services or Security Office. Contractor workforce must comply with all personal security verification requirements as directed by DOD and or local policy. Should there be Force Protection Condition (FPCON) at any individual facility or installation change, the government may require changes in contractor security matters or processes.

The contractor will ensure that its employees entering installations or facilities have obtained access badges and passes in accordance with facility regulations and that these badges and passes are obtained in advance so as not to delay the accomplishment of services.

The contractor will return all issued US Government Common Access Cards (CAC), installation badges, and/or access passes to the Government Representative when the contract is completed or when a contractor no longer requires access to the installation or facility.

All contractors, to include sub-contractor employees, requiring access to military installations, facilities and controlled areas may be required to complete antiterrorism, iWatch training, protecting operations security (OPSEC), other information assurance/information technology training, and register in a training certification tracking system.

The contractor will coordinate for resources to inform employees of the criticality of protecting sensitive information or activities they may observe while working on the installation. Do not publicly disseminate, or publish photographs (photographs are not authorized to be taken unless prior written approval with installation security is given) displaying critical or sensitive information. Examples include but are not limited to observed exercise or training events, personnel/vehicle convoys or bivouac sites, observed weapons or equipment employment, destroyed or damaged equipment, and the protective measures of military facilities. Do not publicly reference, disseminate, or publish critical or sensitive information that has already been compromised as this provides further unnecessary exposure of the compromised information and may serve to validate earlier reported information from other sources.

The contractor is responsible for upholding safety standards in the work environment in compliance with Federal regulations.

Proper licensing and certifications to complete the project are the responsibility of the subcontractor.
J. HOLD HARMLESS
The Government shall not be responsible for the loss of or damage to property of the Recipient and/or his/her representatives, or for personal injuries to the Recipient and/or his/her representatives arising from or incident to the use of Government facilities or equipment. Recipient shall indemnify, hold harmless, defend and save Government harmless and shall pay all costs, expenses, and reasonable attorney’s fees for all trial and appellate levels and post-judgment proceedings in connection with any fines, suits, actions, damages, liability and causes of action of every nature whatsoever arising or growing out of, or in any manner connected with, the occupation or use of Government Premises by Recipient, its employees, servants, agents, guests, invitees, and contractors. This includes, but is not limited to, any fines, claims, demands and causes of action of every nature whatsoever that may be made upon, sustained or incurred by the Government by reason of any breach, violation, omission or non-performance of any term, covenant or condition hereof on the part of the Recipient, its employees, servants, agents, guests, invitees, or contractors. This indemnification also applies to claims arising out of the furnishings of any utilities or services by the Government or any interruption therein or failure thereof, occasioned by the negligence or lack of diligence of Recipient or its respective officers, agents, servants or employees. However, this indemnity shall not extend to damages due to the sole fault of the Government or its employees, agents, servants, guests, invitees or contractors. This covenant shall survive the termination of this CA.

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

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

“The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy.”
2. All insurance required of the Recipient hereunder shall be in such form, for such periods of time and with such insurers as the Government may require or approve. All policies or certificates issued by the respective insurers for public liability and property insurance shall name the United States of America as an additional insured, and shall provide that no cancellation, reduction in amount or any material change in coverage thereof shall be effective until at least 30 calendar days after receipt by the Government of written notice thereof, regardless of any prior act or failure to act or negligence of the Recipient or the Government or any other person concerning such amount or change in coverage.

3. The Recipient at its sole cost and expense, may insure its activities in connection with this CA by maintaining a program of self-insurance that 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 CA. (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 CA shall be in effect, the Recipient shall require its contractors or agents or any contractor performing work at the Recipient’s or agent’s request on the affected Government Premises to carry and maintain the insurance required below:

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

5. The Recipient and any of its contractors or agents shall deliver or cause to be delivered promptly to the CAA, a certificate of insurance or a certified copy of each renewal policy evidencing the insurance required by this CA 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 Recipient shall promptly give notice thereof to the Government and, to the extent of its liability, shall, upon demand, either compensate the Government for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the Government may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the Recipient for such loss or damage, the Recipient shall affect such repair, rebuilding, or replacement if required so to do by the Government, and such excess of cost shall be reimbursed to the Recipient by the Government. In the event the Recipient shall have effected any repair, rebuilding, or replacement which the Recipient is required to effect, the Government shall direct payment to the Recipient of so much
of the proceeds of any insurance carried by the Recipient and made available to the Government on account of loss of or damage to any item or part of the premises or facilities as may be necessary to enable the Recipient to effect such repair, rebuilding or replacement. In event the Recipient shall not have been required to affect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to the Recipient, the Recipient shall promptly refund to the Government the amount of such proceeds.

L. PAYMENTS
1. Partial payments equal to the amount of work accomplished may be made monthly during the field work portion; after submittal of the draft reports; and after receipt of the final reports. With each invoice, a brief progress report should be included that summarizes the effort accomplished during the billing period.

2. The final payment of 15 percent of the CA overall value shall be paid at the end of the Period of Performance and all other submittals 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 Supplement (DFARS) 252.232-7006 Wide Area Workflow Payment Instructions as indicated in Attachment C of this CA.

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

Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of $25,000 or more, (and any modifications to these subcontracts that change previously reported data), the Contractor shall report the following information at http://www.fsrs.gov for each first-tier subcontract:
a) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor’s parent company, if the subcontractor has one.
b) Name of the subcontractor.
c) Amount of the subcontract award.
d) Date of the subcontract award.
e) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
f) Subcontract number (the subcontract number assigned by the Contractor).
g) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
h) Subcontractor’s primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
i) The prime contract number, and order number if applicable.
j) Awarding agency name and code.
k) Funding agency name and code.
l) Government contracting office code.
m) Treasury account symbol (TAS) as reported in FPDS.
n) The applicable North American Industry Classification System (NAICS) code.

By the end of the month following the month of a contract award, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for the Contractor’s preceding completed fiscal year in the System for Award Management (SAM) at http://sam.gov, if –

(a) In the Contractor’s preceding fiscal year, the Contractor received –
   • 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
   • $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

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

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

(a) In the Subcontractor’s preceding fiscal year, the Subcontractor received –
   • 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
   • $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.

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

(a) Recipients and sub recipients 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.

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 Systems Command Hawaii, 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 PMRF under this Cooperative Agreement."
4. NOTICE: "RIGHT TO USE" DOCUMENTS WILL NOT BE FULLY EXECUTED UNTIL CERTIFICATE IS RECEIVED WITH PROPER ENDORSEMENTS.
(a) *Definitions.* As used in this clause-

“Computer database” or “database means” a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

“Computer software”-

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

“Computer software documentation” means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Form, fit, and function data” means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

“Limited rights” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

“Limited rights data” means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.
“Restricted computer software” means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116).

“Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in-

   (i) Data first produced in the performance of this contract;

   (ii) Form, fit, and function data delivered under this contract;

   (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

   (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to-

   (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

   (ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright-

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor-

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.
(3) **Removal of copyright notices.** The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) **Release, publication, and use of data.** The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except:

1. As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);
2. As expressly set forth in this contract; or
3. If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) **Unauthorized marking of data.**

1. Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

   (i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

   (ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

   (iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent
jurisdiction within 90 days of receipt of the Contracting Officer’s decision. The
Government will continue to abide by the markings under this paragraph (e)(1)(iii) until
final resolution of the matter either by the Contracting Officer’s determination becoming
final (in which instance the Government will thereafter have the right to cancel or ignore
the markings at any time and the data will no longer be made subject to any disclosure
prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be
modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government’s action occurs as the result of final disposition
of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph
(e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract,
that may arise as the result of the Government removing or ignoring authorized markings on data
delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have
been furnished with unlimited rights. The Government is not liable for the disclosure, use, or
reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the
Government, the Contractor may request, within 6 months (or a longer time approved by the
Contracting Officer in writing for good cause shown) after delivery of the data, permission to
have authorized notices placed on the data at the Contractor’s expense. The Contracting Officer
may agree to do so if the Contractor-

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or
reproduction of any data made prior to the addition of the notice or resulting from the omission
of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may-

(i) Permit correction of the notice at the Contractor’s expense if the Contractor
identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.
(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall-

   (i) Identify the data being withheld; and

   (ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3)[Reserved]

(h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor’s obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

   (i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)
ATTACHMENT C

Cooperative Agreement WAWF Routing Table

(a) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests.

(b) WAWF access. To access WAWF, the Recipient shall—

1. Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and

(c) WAWF training. The Recipient 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/

(d) WAWF payment instructions. The Recipient shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

1. Document type. The Contractor shall submit payment requests using the following document type(s): Grant Voucher

(2) 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

<table>
<thead>
<tr>
<th>Field Name in WAWF</th>
<th>Data to be entered in WAWF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pay Official DoDAAC</td>
<td>N68732</td>
</tr>
<tr>
<td>Select Document to Create</td>
<td>Grant Voucher</td>
</tr>
<tr>
<td>Issue By DoDAAC</td>
<td>N62742</td>
</tr>
<tr>
<td>Admin DoDAAC</td>
<td>N62742</td>
</tr>
<tr>
<td>Grant Approver DoDAAC/Extension</td>
<td>N62742/ACQ32</td>
</tr>
</tbody>
</table>

(3) Payment request. The Recipient shall ensure a payment request includes documentation appropriate to the payment request.

(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.

   Danika Kamikawa, danika.m.kamikawa.civ@us.navy.mil, (808) 202-6024
   Kristopher Tom, kristopher.m.tom.civ@us.navy.mil, (808) 474-4887

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