

BAA ANNOUNCEMENT NO. N40080-13-LTC-0002

BORAD AGENCY ANNOUNCEMENT (BAA)

“SHORELINE REPAIR OF HOG POINT AT NAVAL AIR STATION PATUXENT RIVER”

This publication constitutes a Broad Agency Announcement as contemplated in the DoD Grants and Agreement Regulations (DODGARS) 22.315. Additional information regarding this announcement will not be issued.

The issuing office will not issue paper copies of this announcement. The Naval Facilities Engineering Command Washington reserves the right to select and fund for award one proposal in response to this announcement. No funding shall be provided for direct reimbursement of proposal development costs. Technical and cost proposals (or any other material) submitted in response to this BAA will not be returned. All proposals will be treated as sensitive information. Their contents will only be disclosed for the purposes of evaluation.

It is anticipated that awards will take the form of a Cooperative Agreement. Therefore, all proposals submitted as a result of this announcement will fall under the purview of (a) the Federal statute authorizing this award, or any other Federal statutes directly affecting the performance of this Grant and (b) Department of Defense Grants and Agreements Regulations (DODGARS).

General Information

1. Agency Name

Technical:

Naval Facilities Engineering Command, Washington
1314 Harwood Street, SE
Building 212, Washington Navy Yard
Washington, DC 20374-5018

Issuing Grants Office:

Naval Facilities Engineering Command, Washington
1314 Harwood Street, SE
Building 212, Washington Navy Yard
Washington, DC 20374-5018

2. Program Name

Natural Resources Management

3. Opportunity Title

“Shoreline Repair of Hog Point, Naval Air Station, Patuxent River, MD”

4. BAA Number

N40080-13-LTC-0002

5. Response Dates

Full proposals are due no later than 2:00PM EST on 24 June 2013.

6. Opportunity Description

a. Background / Program Purpose and Plan

The shoreline at Naval Air Station (NAS) Patuxent River is vulnerable to severe erosion due to the sandy nature of the soil and the installation’s location at the confluence of the Patuxent River and the Chesapeake Bay. Hog Point is located near the mouth of the Patuxent River leading into the Chesapeake Bay. Continuous wave action and strong currents are steadily eroding the shoreline at Hog Point and putting valuable Navy infrastructure at risk. The purpose of this Agreement is to assist the Navy in stabilizing approximately 3,700 linear feet of the Hog Point shoreline toward the Beach House (Building 486; refer to figure included as attachment 1).

b. Sources of Funding

Operations & Maintenance (O&M).

7. Point of Contact

Questions shall be directed to the individual, as specified below, who will direct technical questions to the appropriate technical representative.

Allison Silver

allison.silver@navy.mil

8. Instrument Type

It is anticipated that the aware resulting from this announcement will be a cooperative agreement.

9. Additional Information

This BAA is soliciting proposals for Fiscal Year 2013.

Award Information

1. Anticipated Award Information

Fiscal Year 2013.

2. Number of Awards

Approximately one (1).

3. Award Type

Cooperative Agreement.

4. Anticipated Period of Performance

The period covered by this scope of work is twenty-four (24) months from date of award of the Agreement.

5. Range of Approval/Disapproval Time

Form proposals are reviewed and selected within six months from submission.

Subsequent awards are usually made within three months from notification. This information is only an approximate estimate and does not obligate the US Government in any way. Estimated funding amounts may increase or decrease at any time based on current and future appropriations.

Eligibility Information

All responsible sources from academia, industry, and non-governmental organization may submit proposal under this BAA. This includes all non-profits, universities, state and local governments.

Application and Submission Information

1. Application and Submission Process

Full Proposal shall consist of three sections: (I) Technical Approach, (II) Qualifications and (III) Cost. The details for each section are described below. The due date for receipt of proposals is 2:00pm EST on 24 June 2013. It is anticipated that final selection will be made on or about before the end of Fiscal Year 2013. As soon as the final proposal evaluation process is completed, the respondent will be notified via e-mail of its selection or non-selection for award.

Respondents shall state that their full proposal is valid for 90 days from the submission deadline.

2. Address for the Submission of Full Proposals

Respondents to this solicitation must provide one electronic copy of the application Full Proposal. All applications shall be submitted via Grants.gov (see instruction below) with a copy emails to the following address:

Allison Silver
allison.silver@navy.mil

Submission of Proposals through Grants.gov:

Registration Requirements for Grants.gov:

There are several one-time actions you must complete in order to submit an application through Grants.gov (e.g. obtain a Dun and Bradstreet Universal Numbering System (DUNS) number, register with the Central Contact Registry (CCR), register with the credential provider, and register with Grants.gov). See www.grants.gov/GetStarted to begin this process. Use the Grants.gov Organization Registration Checklist at www.grants.gov/assets/OrganizationRegCheck.doc to guide you through the process. Designating an E-Business Point of Contact (EBiz POC) and obtaining a special password called an MPIN are important steps in the CCR registration process. Applicants, who are not registered with CCR and grants.gov, should allow at least 21 days to complete these requirements. It is suggested that the process be started as soon as possible.

Questions: Questions relating to the registration process, system requirement, how an application form works, or the submittal process must be directed to Grants.gov at 1-800-518-4726 or support@grants.gov.

Application forms and instruction are available at Grants.gov. To access these materials, go to <http://www.grants.gov>, select "Apply for Grants", and then select "Download Application Package". Enter the CFDA for the respective agency to which are directing the application; Naval Facilities Engineering Command uses 12.300. The funding opportunity number is N40080-13-LTC-0001.

3. Format and Content of Full proposals

Proposal submissions will be protected from unauthorized disclosure in accordance with application law, and DoD/DoN regulations. Respondents are expected to appropriately

mark each page of their submission that contains proprietary information. Proposals shall be submitted electronically within the following guidelines:

- a. Full Proposal Format
 - i. Paper size – 8.5 x 11 inch paper
 - ii. Font size - no less than 10 point font
 - iii. Margins – 1 inch
 - iv. Spacing – single or double-spaced
 - v. Copies – one (1) electronic copy containing all of the required sections
 - vi. Number of pages – Sections I and II are limited to no more than 25 pages single sided. Section III has no page limit. The cover page and table of contents are excluded from the page limitations.
- b. Full Proposal Content
 - i. Cover Page
 - 1. BAA Number
 - 2. Title of Proposal
 - 3. Identify of Prime Respondent and complete list of subcontractors if applicable.
 - 4. Technical Contact (name, address phone, fax and e-mail)
 - 5. Administrative/Business Contact (name, address phone, fax and e-mail)
 - ii. Table of Contents
 - 1. Section
 - 2. Title
 - 3. Page numbers

Signed Standard Form 424, 424A and 424b as applicable. Form can be found at <http://www.gsa.gov/Portal/gsa/ep/formslibrary.do?formType-SF>.

- c. Technical Approach
 - i. Goals and Objectives. The proposal should clearly state the overall goal(s) of the project and have specific, measureable objectives.

**SCOPE OF WORK
NAVAL FACILITIES ENGINEERING COMMAND,
WASHINGTON
PROPOSED STRATEGY FOR A COOPERATIVE AGREEMENT
FOR
SHORELINE REPAIR OF HOG POINT AT NAVAL AIR
STATION PATUXENT RIVER**

May 2013

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Attachment 1 - Project Site Figure

Attachment 2 - Naval District Washington Standards for Geographic Information System (GIS)
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1. BACKGROUND

The shoreline at Naval Air Station (NAS) Patuxent River is vulnerable to severe erosion due to the sandy nature of the soil and the installation's location at the confluence of the Patuxent River and the Chesapeake Bay. Hog Point is located near the mouth of the Patuxent River leading into the Chesapeake Bay. Continuous wave action and strong currents are steadily eroding the shoreline at Hog Point and putting valuable Navy infrastructure at risk. The purpose of this Agreement is to assist the Navy in stabilizing approximately 3,700 linear feet of the Hog Point shoreline toward the Beach House (Building 486; refer to figure included as attachment 1).

2. POINTS OF CONTACT

Prior to agreement award, inquiries regarding the negotiation and other aspects of the project should be directed to the Contract Specialist. After agreement award, technical and contract inquiries shall be directed to the Technical Point of Contact.

Contract Specialist

Allison Silver
NAVFAC Washington
1314 Harwood Street, SE Bldg. 212
Washington Navy Yard, DC 20374
Telephone: 202-685-3162
Email: allison.silver@navy.mil

Technical Point of Contact (TPOC)

Ms. Tara Meadows
NAVFAC Washington
1314 Harwood Street, SE Bldg. 212
Washington Navy Yard
Washington, D.C. 20374
Telephone: (202) 685-8415
Fax: (202) 685-0615
Email: tara.meadows@navy.mil

Installation/Station Point of Contact (SPOC):

Mr. Skip Simpson
NAS Patuxent River
22445 Peary Road
Building 504
Patuxent River, MD 20670
Telephone: (301) 757-4897
Email: charles.simpson@navy.mil

3. DURATION

The period covered by this scope of work (including design documents preparation, US Navy review, submittal of final invoice, final invoice payment, etc.) is twenty-four (24) months from date of award of the Agreement.

4. GENERAL REQUIREMENTS

- a. The Cooperator shall manage the total work effort and assure full and timely completion of services required under this Scope of Work. Included in this function shall be a full range of management duties including, but not limited to planning, scheduling, inventory, analysis and quality control.
- b. The Cooperator shall prepare and submit all required permits to the Contracting Officer via the Technical Point of Contract (TPOC; copy to the Station Point of Contract (SPOC)) prior to the initiation of any fieldwork that requires permitting.
- c. The Cooperator shall comply with all applicable laws and regulations pertaining to the provision of a safe workplace and provide a work environment free of harassment and intimidation for such party's own employees and third parties.
- d. If applicable, the Cooperator shall conduct literature review, field investigations and interviews with experts and authorities as necessary to accomplish the work described within this Scope of Work. The Cooperator shall, in particular, attempt to contact and utilize information from the local U.S. Navy offices and other professionals who are experienced in technical requirements under Section 5.
- e. The Cooperator shall comply with all applicable federal and state laws, such as, but not limited to, the Sikes Act, the Clean Water Act, Coastal Zone Management Act, Endangered Species Act and the Migratory Bird and Treaty Act.
- f. The Cooperator shall ensure that the data obtained under the Agreement be scientifically defensible and suitable for publication. Methods of data collection and/or analyses shall be provided in the Cooperator's required Work Plan under Section 5d of the Agreement. The U.S. Navy, at its discretion, may subject work plans, draft reports or draft manuscripts to external peer review.
- g. The Cooperator shall inform, in writing (via e-mail), the Contracting Officer (via TPOC and copy provided to SPOC) of intent to publish or present any data or findings resulting from activities/research completed under this Agreement.
- h. The Cooperator shall inform, in writing (via e-mail) the SPOC (copy TPOC) of any unusual activity observed while conducting surveys in the field (e.g. trespassers or person in unauthorized areas). Information should include location, date, time and detailed facts regarding the activity. In addition, information regarding trespassers should be reported to the Installation Security Office as soon as possible.
- i. The Cooperator shall allow, through the term of the Agreement, the TPOC and the SPOC the opportunity to periodically observe the Cooperator's field activities, to review

computer or paper files of raw data, prepared data (such as data analyses, summaries, maps, figures, tables etc.) or any record deemed appropriate by the Contracting Officer to establish the Cooperator's performance in fulfilling the requirements of the Agreement.

- j. The Contracting Officer, via the TPOC, may request updated data (presented on maps, figures and/or tables) whenever the U.S Navy's need to obtain this information is before the next Monthly Report required under Section 5d of this Agreement. The Cooperator shall forward the requested data electronically with ten (10) days from the date of request. If the requested data cannot be provided within this time frame, the Cooperator shall forward electronically the most updated raw data to the Contracting Officer, via the TPOC. The U.S Navy understands that providing the most updated data may reduce the amount of work that would normally be accomplished during the period of time required to complete the request. The Cooperator shall document the amount of effort and its translated cost estimate that would have been incurred by the Cooperator to complete the request for updated data. This document shall be electronically forwarded to the Contracting Officer (via TPOC) for review so that the U.S. Navy will have a good grasp on the amount of work displaced that would have normally been accomplished during the period of time required to complete the request.
- k. The Government will not be responsible for the loss of or damage to property of the Cooperator, or for personal injuries to the Cooperator arising from or incident to the use of Government facilities for equipment.
- l. The Cooperator shall indemnify and save harmless the Government, its officers, agents, servants and employees from all liability under the Federal Tort Claims Act (28 U.S.C Sec 2671 et seq) or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from the use of the premises by the Cooperator. This covenant shall survive the termination of the Agreement.
- m. In the event of damage, including damage by contamination, to any Government property by the Cooperator, its officers, agents, servants, employees, or invitees, the Cooperator, at the election of the Government, shall promptly repair, replace or make monetary compensation for the repair or replacement of such property to the satisfaction of the Government.
- n. The Cooperator will be required to obtain insurance. All insurance required by the Agreement shall be in such form, for such periods of time, and with such insurers as the Contracting Officer may require or approve. A certificate of insurance or a certified copy of each policy of insurance taken out hereunder shall be provided to the Contracting Officer's local representative prior to use of the premises and facilities. The Cooperator agrees that not less than thirty (30) days prior to the expiration of any insurance required by the Agreement, it will deliver to the Contracting Officer (via TPOC) a certificate of insurance or a certified copy of each renewal policy to cover the same risks. The Cooperator shall furnish the insurance specified as follows and each policy of insurance covering bodily injuries and third party property damage shall contain an endorsement reading substantially as follows:

- i. 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.
- ii. NAVFAC Washington shall be given thirty (30) days written notice prior to making any material change in or the cancellation of the policy.
- iii. The United States of America (Department of the Navy) is added as an additional insured in operations of the policy holder at or from premises designated under the Agreement and owned by the United States.
- iv. This insurance certificate is for use of facilities under the Agreement.
- v. Loss, if any, under this policy shall be adjusted with the Cooperator and the proceeds, at the direction of the Government, shall be payable to the Cooperator, and proceeds not paid to the Cooperator shall be payable to the Treasurer of the United States of America.
- o. The Cooperator shall coordinate the work to be accomplished with the TPOC/SPOC in the specified work area. In addition, the Cooperator ensures all staff or personnel working under the Agreement shall not violate the Archeological Resources Protection Act, National Historic Protection Act or the Endangered Species Act while completing work required under the Agreement.
- p. Unexploded ordinance may be encountered while conducting fieldwork. The Cooperator shall not touch or attempt to pick-up any suspected ordinance. The Cooperator shall place flagging in the general area of the ordinance and notify the SPOC of the exact location of the ordinance as soon as possible.
- q. The Cooperator shall comply with all security rules, regulations, requirements, and day-to-day operational changes thereto. Unannounced changes to day-to-day operational procedures may, at times, prohibit the Cooperator access to the project area. The primary use of the Installation is for its military mission. Without prior notice, designated areas may become closed to the activities of the Cooperator. In some cases, due to operations or other circumstances, it may be necessary to deny the Cooperator access to the Installation for short periods of time. In such cases, the Cooperator will reschedule this work to the maximum extent possible. Should the U.S Navy require the Cooperator to leave the Installation, for a period greater than thirty (30) days (such as in the case of a national emergency), the Agreement may be terminated by either party unless an alternative agreement is reached between the Cooperator and the U.S Navy through a formal amendment of the Agreement. If the Agreement is terminated, the Cooperator shall not bill for work not completed subsequent to the termination date of the Agreement.

- r. Photography is restricted on the Installation. The Cooperator is required to obtain permission from the U.S Navy prior to taking any photographs on the Installation. Only photographs of Agreement related activities will be permitted.
- s. Access. The Cooperator (with the assistance of the Government) will be required to obtain Rapid Gate Passes or long-term (but no more than 30 day) badges that will remain active for the duration of the project. If Rapid Gate is not used to gain access and access is required for no more than 30 days annually, the Cooperator shall coordinate with the SPOC for base access at least ten (10) days prior to the intended visit (including kick-off meeting) for base Security review and approval. Failure to do so will result in denial of base access.
- t. In order for personnel to access U.S Government property in an automobile, a valid driver's license, vehicle registration and proof of insurance are required. Copies of these documents shall be provided to the installation Security Office. All employees assigned to this job must be US citizens.
- u. Installation Permits. In addition to any regulatory required permits, the Cooperator shall coordinate with the SPOC to obtain any installation specific permits (i.e. dig permits for intrusive work), if any, required prior to the initiation of any field work. Please be aware that dig permits may take up to ten (10) days for approval. The Cooperator shall supply proof that all necessary installation specific permits have been received to the TPOC and SPOC prior to the start of field activities.
- v. Utilities. In addition to using any government or utility company locating services available (i.e. Miss Utility), the Cooperator shall utilize a qualified private utility locating service company to locate all underground utilities in the work area. Any markings made during the utility investigation must be maintained throughout the duration of the field work. The Cooperator must physically verify underground utility locations by hand digging using wood or fiberglass handled tools when any adjacent exploration, excavation or construction work is expected to come within three (3) feet of the utility.

5. SPECIFIC REQUIREMENTS

- a. Work Area: Patuxent River Shoreline from Hog Point to the Beach House (Building 486) at PAX (approximately 3,700 linear feet; see figure in attachment 1).
- b. Task Definition:
 - i. The Cooperator shall survey, assess, and delineate the work area (including physical, hydrodynamic, bathymetric and biological settings, as appropriate) to facilitate design.
 - ii. Also as appropriate to design facilitation, the Cooperator shall conduct geotechnical analysis of the near shore and shore zone including borings, probes, hand augers, and sediment analysis in the work area. Safety and work plans, and work schedules are required for all field investigations.

- iii. The Cooperator shall develop draft and final designs, specifications, and a cost estimates for the shoreline repair project. Designs shall be geo-referenced to Maryland StatePlane_FIPS_1900_feet, North American Datum 1983.
 - iv. The Cooperator shall submit the design to the TPOC (copy to SPOC) for review and comment prior to submittal of any associated permit application process. The Cooperator shall be responsible for confirming site topography, utility location, and the presence of other constraints within the site area that may affect design and construction.
 - v. The Cooperator shall prepare all draft and final permit application packages for the final design. All permit packages shall be submitted to the Contracting Officer via the TPOC for review, comment and Navy signature routing (as appropriate), prior to finalization.
- c. Meetings
- i. Pre-Proposal Conference: A pre-proposal conference will be held on 06 June 2013 at 10:00am EST. Meet at Parking Lot of Gate 2, NAS Patuxent River. In order to be granted access to the base, all potential attendees must email allison.silver@navy.mil no later than 30 May 2013 at 2:00pm EST with the following information: Full Name, Social Security #, Date of Birth, City of Birth, Country of Birth.
 - ii. Kick-off Meeting: A kick-off meeting between the Cooperator, Contracting Officer, the TPOC, the SPOC should be arranged by the Cooperator within fifteen (15) days (or earlier) from the date of award of the Agreement. The meeting shall primarily discuss the requirements of the Agreement, including the Work Plan, as stipulated in Section 5d.
 - iii. Site Visits: Site visits shall be arranged by the Cooperator as needed to complete the tasks under the Agreement, or as requested by the TPOC and/or SPOC.
 - iv. Progress Meetings: The Cooperator shall be available throughout the Agreement period to the TPOC and/or SPOC in such matters regarding the tasks to be completed under the Agreement. At a minimum, the Cooperator will submit monthly status reports, via e-mail, to the TPOC/SPOC.
- d. Schedule and Submittals
- i. Safety Plan (All Phases – field work): The Cooperator shall submit one (1) hardcopy and one (1) electronic copy (via e-mail) to the SPOC (copy to the TPOC) within thirty (30) days or less of Agreement award and at least three weeks prior to the projected start of any field activities. The Safety Plan must be approved by the Installation Safety Office prior to the start of any fieldwork. The SPOC will provide the Cooperator with specific information on the required

format and content of the Safety Plan; this may include an EM-385 compliant Safety Plan. However, the Safety Plan may include personal protective equipment (PPE) requirements, installation emergency POC and any conditions that would require an immediate work stoppage and a site evaluation by installation safety personnel.

- ii. Work Plan/Work Schedules (All Phases – field work): The Cooperator shall provide a preliminary work plan/schedule at the kickoff meeting for discussion at the meeting. Comments from the Navy will be submitted to the Cooperator within three weeks of the kickoff meeting. The Cooperator shall submit a final work plan (via e-mail) to the TPOC and SPOC within thirty (30) days or less of Navy comment receipt. Work schedules shall be updated and submitted by the Cooperator electronically (via e-mail) to the TPOC and SPOC monthly or on request from the TPOC for all field activities.
- iii. Monthly Reports: Two (2) electronic copies of a monthly progress report are due by the seventh (7th) of the following month or the next workday if the 7th falls on a weekend, for work performed the previous month, for the duration of the Agreement. Electronic copies of these reports shall be concurrently submitted to the TPOC and the SPOC via e-mail. The progress report shall include, at a minimum, Agreement number, report date, report period, project name, names of investigators, meeting minutes (minutes shall include the date/time/location the meeting was held, attendees, relevant discussion notes, etc.), work performed during reporting period, including areas surveyed, problems encountered and recommendations to resolve issues, work anticipated for the next reporting periods and project status. Small maps (8.5 x 11) may be used to show locations.
 - a) Meeting minutes – Please note Cooperator shall submit draft meeting minutes electronically only to the TPOC and SPOC within seven (7) days of the meeting occurrence. The TPOC and SPOC will provide comment within seven (7) days of receipt of draft minutes. Final meeting minutes may be included in the monthly progress report submittal.
- iv. Draft Design. The Cooperator shall prepare 2 hard copies and 2 electronic copies (via CDs) of a draft shoreline repair design that is clear and concise, including text, tables, figures, and color photos (as appropriate). The design documents will summarize the findings of the field investigations as well as the draft construction sequence, specifications, permit packages and cost estimate, which shall be concurrently submitted, in a format readable by Microsoft Word, to the TPOC and SPOC within 12 months (or earlier) from the date of award of the Agreement.

The Government review of this submittal will focus on ensuring that the design meets Navy requirements. It is assumed that this submittal will be professionally edited and that all information presented is done in a manner that is understandable to an audience of professionals with varying backgrounds in project development, implementation, review and regulatory compliance. The Cooperator shall distribute this document to the TPOC and SPOC. The TPOC and

SPOC shall provide (if there are any) the Cooperator their respective comments, suggestions, or edits on the Draft Design within thirty (30) days from the date of submittal of the Draft Design Report. Once the TPOC and POC have reviewed and commented on this submission, the Cooperator shall make the changes and provide the TPOC and SPOC a proof copy for approval before printing and releasing the next submittal.

- v. Final Design. The Cooperator shall submit two (2) hardcopies and two (2) electronic copies (via CDs) of the Final Design, including text, tables, figures, construction sequence, cost estimate, specifications, permit packages, and color photos (as appropriate), in a format readable by Microsoft Word, each to the TPOC and SPOC within 18 months (or earlier) from the date of award of the Agreement. The Cooperator shall incorporate any comments and concurrently submit one (1) hardcopy and one (1) electronic copy (via CD-ROM) of the Final Design to the TPOC and SPOC within fifteen (15) days (or earlier) from the receipt of comments. All electronic source files for tables and figures shall be labeled and submitted. All digital photographs shall be labeled with at least the following information: (1) subject/activity, (2) location (specific place), (3) date, and (4) name of photographer.
- vi. Schedule Summary: Project tasks shall be completed in accordance with the following schedule.

Submittal	Due Date
Agreement Award	Cooperative Agreement Award (CAA)
Kick Off Meeting	CAA + 15 days
Draft Work/Safety Plan	CAA + 30 days
Final Work/Safety Plan	CAA + 90 days
Field Investigation/Survey	CAA + 8 months
Draft Design/Permit packages/Specs	CAA + 12 months
Final Design/Permit packages/Specs	CAA + 24 months

- e. Data: All databases containing raw data and all associated electronic data summary and analytical files shall be formatted in Excel, Word, or any compatible Microsoft database software and submitted to the TPOC and SPOC (via CD-ROM). Microsoft ACCESS files shall include all queries, reports, tables etc.
- f. GIS Data: See Attachment 2

- g. Maps: All maps created under the Agreement shall be incorporated in the draft and final versions of the Final Report. All maps shall be printed on 8.5 x 11-inch paper or 11 x 17-inch paper folded to match the size of the report(s). Unless otherwise indicated, all maps shall be printed at an acceptable scale using Maryland StatePlane_FIPS_1900_feet, North American Datum 1983. Electronic copies of all maps shall also be provided. All maps created for the Agreement shall contain the following information: title, scale bar, legend, date, north arrow and author of the map.

6. GOVERNMENT FURNISHED INFORMATION AND MATERIALS

- a. The government will provide the following supporting materials in order to assist the Cooperator with the tasks associated with the Agreement.
 - i. Information, strategies or protocols that may apply
 - ii. GIS data and maps, if available
 - iii. Aerial photographs, if available
 - iv. Topographical maps, if available
- b. The Government will provide a map or information indicating areas of special concern, i.e. areas that may contain protected cultural resources, if available.
- c. The Government will provide real estate maps and facility information needed to complete the tasks.
- d. Weather, illness, and other factors may cause some variation in the proposed schedule.

7. COOPERATOR FURNISHED ITEMS

The Cooperator shall provide all equipment (unless otherwise stated) and analyses necessary to complete the work described within this Scope of Work. All equipment (more than or equal to \$100) purchased using Agreement funds remains the property of the Navy at the completion of the Agreement. The final deliverable shall include an inventory of all equipment purchased less than or equal to \$100, with the name of make, model, serial number, and maintenance records.

8. DATA AND PUBLICATIONS

- a. The Cooperator acknowledges that information and data gathered or received pursuant to the Agreement may have regulatory and national security significance and that the unauthorized dissemination or use of this information might prejudice the interests of the U.S Navy and Department of Defense. Therefore, the Cooperator agrees not to disclose or use any information or data directly or indirectly acquired through activities associated with the Agreement to any person, organization or entity who is not a party to the Agreement, and to prohibit disclosure or use of the same by the Cooperator's personnel,

representative, agents or associates unless disclosure is compelled by process of law, or the Navy authorizes disclosure or use in accordance with this Section of the Agreement. The terms “data”, “information”, “use”, and “disclose” (and its forms and derivatives) will be interpreted very broadly. Limitations on disclosure encompass all forms of dissemination including the spoken word, written word and electronic media. “Use” includes, but is not limited to, inclusion in academic papers, professional presentations and incorporation in other research not associated with the Agreement. All products, reports, filed notes, filed data forms, photographs or other information or other records or documents, including slide presentations produced using any information obtained under the Agreement are the property of the Department of the Navy.

- b. The Cooperator may disclose or use data and information only with the prior written approval of the U.S Navy (via the Contracting Officer) and per the terms of that approval. The Cooperator will submit a written request to disclose or use information or data to the Contracting Officer (copy provided to the SPOC and TPOC via e-mail) explaining what information is to be disclosed or used, the reason for the disclosure or purpose for which information or data will be used and to whom the information will be disclosed. Within thirty (30) days from receipt of the request, the SPOC will issue a written recommendation to the TPOC, who will then forward the recommendation to the Contracting Officer for a decision. If no action is taken within thirty (30) days from receipt of the request, the request will be forwarded to the higher management levels of the NAVFACENGCOM Washington for resolution.
- c. The U.S. Navy recognizes that the Cooperator may want to use information and data acquired through the Agreement in professional and academic manuscripts, publications and presentations and that such use may benefit not only those with an academic interest in the information or data, but the general public as well. If authorization is given for such use, the Navy retains the right to review any manuscripts, publication or presentation in advance of publication or presentation for the purpose of ensuring the accuracy and releasability of the information or data presented. The Cooperator agrees that any manuscript, publication, or presentation will include a statement as to the origin of the information or data obtained through the Agreement. Authorization for the use of information or data in one context is not to be construed as authorization for subsequent uses or purposes. The Cooperator shall submit at least two (2) hardcopies of published manuscripts, and at least one (1) electronic copy slides and/or poster presentation to the Navy, at no extra cost to the Navy.
- d. Recognizing the significant technical contributions of the Cooperator and U.S Navy TPOC and/or SPOC in the development of the Agreement’s Scope of Work; its goals, objectives, experimental sampling design, data interpretation, review of technical reports etc. U.S Navy TPOC and/or SPOC shall be accorded, if appropriate, joint-authorship credit for any publication of manuscript and technical presentation that is based upon the full use or partial use of the technical information, data or interpretation of data produced under the Agreement. Appropriate joint-authorship credit means credit commensurate with the amount of work and technical contributions provided by the U.S Navy TPOC and/or SPOC, and fair with reference to credit given by the primary author (Cooperator) to other join authors of the manuscript and technical presentation. Appropriateness of

joint authorship is to be determined by references to applicable authority. For example, the code of ethics, rules, regulations, or guidance set forth by institutions or other recognized venues on the publication of manuscripts and technical presentations.

- e. The Cooperator shall be responsible for ensuring all personnel, representatives, agents and associates participating in activities under the Agreement have read and acknowledged the provisions of this Section of the Agreement.

9. RELEASE OF PUBLIC INFORMATION

The Cooperator shall not respond to any third party inquiries concerning the Agreement or concerning data and information obtained under the Agreement. All third party inquiries received by the Cooperator shall be directed to the Contracting Officer (via the TPOC) for response in accordance with applicable laws and regulations.

10. PAYMENTS

- a. The Cooperator shall request reimbursement on a monthly basis.
- b. Advance payments may be requested by the Cooperator. Requests for advance payment shall be submitted on a SF-270, "Request for Advance or Reimbursement." The form can be downloaded from the Internet at <http://www.whitehouse.gov/omb/grants/sf270.pdf>
- c. The Cooperator shall maintain advances of Federal funds in an interest bearing account. The Cooperator shall remit, at least quarterly, to the Navy interest earned on advances. The Cooperator may keep interest amounts of up to \$100 per year for administrative expenses. The Cooperator shall submit a SF-272 "Federal Cash Transactions Report" along with interest earned. The form can be downloaded from the Internet at <http://www.whitehouse.gov/omb/grants/sf272.pdf>
- d. Advances in excess of expenses incurred must be returned once all work specified in the agreement is complete. Advances must be returned with the Contractor Release Form at the end of the Agreement
- e. Partial payments equal to the amount of work accomplished may be made monthly from date of award. An amount not to exceed ten (10) percent of the total Agreement funds will be withheld until the final report, electronic data, and photographic information have been received (via the TPOC) and approved by the Contracting Officer.
- f. Any requirement for the payment or obligation of funds, under the terms of the 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 U.S.C Sec 1341 et seq). Nothing in the Agreement shall be construed as implying that Congress will, at a later time, appropriate funds sufficient to meet deficiencies.

- g. The provisions of this Cooperative Agreement, including the requirement to remit interest earned on advances, shall be applied to sub-recipients/sub-grantees performing substantive work under the Cooperative Agreement. Sub-recipients and sub-grantees are defined below.
- h. A Sub-recipient is the legal entity to which a sub-award is made and which is accountable to the recipient for the use of the funds provided.
- i. A Sub-grantee is the government or other legal entity to which a sub-grant is awarded and which is accountable to the grantee for the use of the funds provided.
- j. A sub-award is an award of financial assistance in the form of money, or property in lieu of money, made under an award by a recipient to an eligible sub-recipient or by a sub-recipient to a lower tier sub-recipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract. It should be noted that sub-awards are for the performance of substantive work under awards, and are distinct from contracts for procuring goods and services.
- k. A sub-grant is an award of financial assistance in the form of money, or property in lieu of money, made under a grant by a grantee to an eligible sub-grantee to an eligible sub-grantee. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract. It should be noted that sub-grants are for the performance of substantive work under awards, and are distinct from contracts for procuring goods and services.

11. GEOGRAPHIC INFORMATION SYSTEM (GIS) DELIVERABLES

- a. Mapping requirements:
 - i. All GIS data must adhere to the standards in Appendix 1 and the requirements listed herein.
 - ii. Construction drawing deliverables shall be reviewed for accuracy and completeness by a NFWASH GIS POC before acceptance.
 - iii. Where possible, the Cooperator will utilize source GIS data provided by NAVFAC Washington.
 - a) A completed NAVFAC Washington GIS data release form is required.
 - b) The Cooperator shall be provided a copy of any GIS data required meeting mapping deliverables in ESRI format (TBD shapefile or Personal Geodatabase). That data shall be structured according to the current version of the Spatial Data Standards (SDSFIE) in use by NAVFAC (version 2.6 as of October 010), and all data shall be returned in this format and structure.
 - c) The GIS data provided shall be extracted from the Navy's GIS data Maintenance and Analysis (M&A) environment. This copy of the data will include existing populated layers, and non-populated layers. The non-populated layers are provided to ensure the data is returned in the required NAVFAC Washington GIS data model structure.

- iv. The Cooperator shall consult with the government GIS POC before populating the attribute tables to ensure the population matches the current NDW interpretation of the SDSFIE. Layer-level metadata updates are required for all updated or new layer deliverables and the Cooperator shall consult with the government GIS POC to identify the specific metadata content requirements.

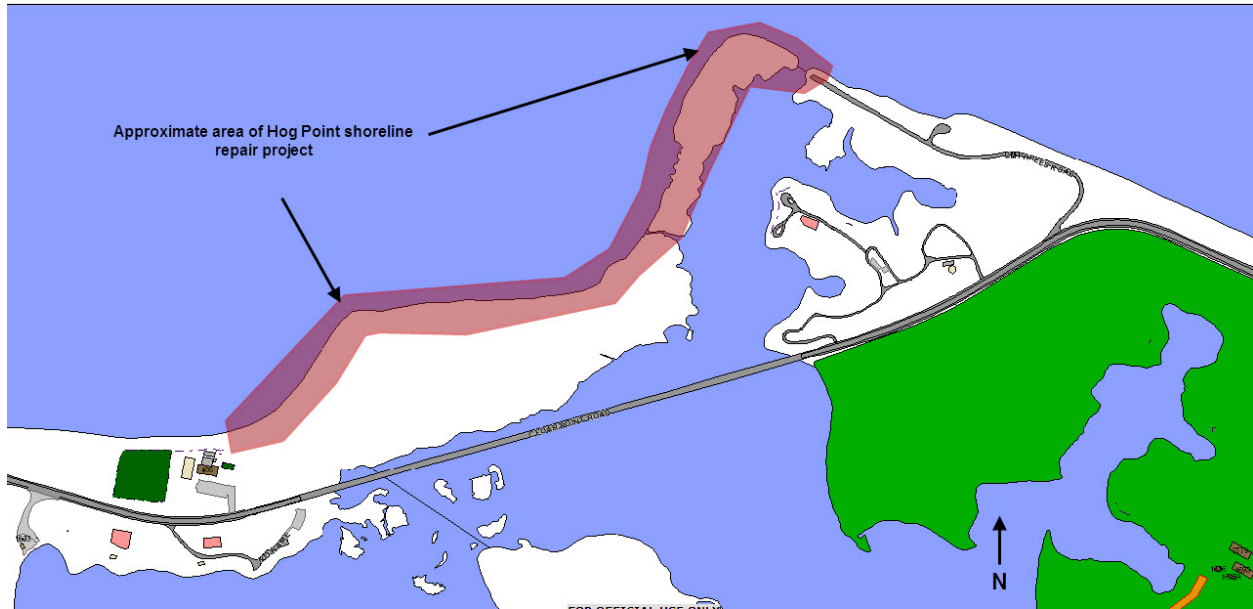
b. GIS Deliverable Requirements:

- i. Format is to be determined by the government project manager and the Cooperator project manager.
 - a) The GIS deliverable shall be delivered on disc (CD-ROM or DVD) to the government for Quality Assurance (QA), and the government will have two (2) weeks to QA the data and then the Cooperator will have two (2) weeks to make any corrections and produce the final deliverable.

or:

- b) The Cooperator will be required to deliver a copy of all data into the appropriate geodatabase schema within the NDW GeoRepository, located in the Maintenance and Analysis environment (accessible via web access and Citrix). All data will be placed into a geodatabase editing version for government review, before acceptance and publishing. All completed and published data will be recorded in the NDW tracking table located in the M&A environment.
- ii. Reporting: The Cooperator shall provide a document (MicroSoft Word format) that lists all layers developed or updated for the task.
- iii. Maps: In addition to any hardcopy or softcopy maps delivered, all source map files (ESRI ArcGIS (mxd)) for these maps shall be provided to the government.

ATTACHMENT 1 – Project Site Figure



Attachment 2: Naval District Washington Standards for Geographic Information System (GIS) Deliverables.

All GIS deliverables will be created and submitted in accordance with the current NAVFAC GIS Data Guide GIS Data Deliverable Specifications (attached herein). All data collection should conform to Field Collection grade Digitizing/Conversion collection procedures as specified by task or the project as a whole.

GIS Data Deliverable Specifications
(see contract SOW)

1. Overview:

The GeoReadiness Center (GRC) is the single, authoritative source and distribution point for all geospatial facility data within the region. The GRC houses the most current geospatial information for the entire Region and provides access to the comprehensive data set and analysis tools to Regional and DOD decision makers/managers, sponsored Cooperators, and other sponsored individuals via a secure government Internet site.

2. Deliverable Requirements:

A Note About CAD: All CAD drawings should conform to AEC CAD Standards as well as any specific standards set forth in NAVFAC's Engineering Design Guidelines. CAD drawings may be accepted as GIS deliverables provided that the drawings adhere to the following requirements regarding the coordinate system, metadata, and data integrity:

3. Projected Coordinate System

All geospatial data stored by the GRC resides in the appropriate State Plane coordinate system and Zone for the area of interest, NAD83datum, Feet units. The Region's geospatial data collection is comprised of data from Maryland, Virginia, and the District of Columbia.

4. Metadata

The Cooperator will turn over, at a minimum, metadata for each feature class in XML format. The following elements of the FGDC Content Standard for Digital Geospatial Data (CSDGM) that must be included as part of the deliverable. Feature-level metadata may be required at the discretion of the government. Details on the standard can be found at <http://www.fgdc.gov/metadata/geospatial-metadata-standards>

- a. Contact Details

- i. Contact information for the data steward
 1. Person
 2. Organization
 3. Position
 4. Telephone
 5. Email
 - ii. Description – characterization of the data
 1. Abstract
 2. Purpose
 - iii. Time Period - explains how current the dataset is
 1. Currentness Reference
 2. Date
 - iv. Keywords – word/phrase descriptors of the data
- b. Data Quality
 - i. Positional Accuracy – accuracy assessment of the data
 1. Horizontal Accuracy Report
 2. Vertical Accuracy Report (if applicable)
 - ii. Source Information – list of sources and a short citation of each
 1. Source Citation (Details)
 - a. Title
 - b. Originator
 - c. Publication Date
 2. Process Step – an explanation of how/when the data was created
 - a. Process Description
 - b. Process Date
- c. Spatial Reference
 - i. Horizontal Coordinate System
 - ii. Vertical Coordinate System (if applicable) – vertical datum information
 1. Datum Name
 2. Distance Units

5. Data Integrity

Data accuracy standards for all deliverables will be in accordance with those set forth in the section entitled ‘Data Collection Procedures’. All deliverables should include an accuracy report in the metadata.

The Cooperator shall employ appropriate QA/QC standards to ensure that data is topologically correct, accurate and complete (to include):

- No erroneous overshoots, undershoots, dangles or intersections in the line work
- Point and line features will be snapped together where appropriate to support networks. For example, do not break linear features for labeling or other aesthetic purposes.
- Lines should be continuous and point features should be digitized as points. For example, point features, such as manholes, should not be drawn using only a circle (polygon) to

represent its location. Preferably, use an attribute block symbol that has an insertion point in the center of the manhole.

- No sliver polygons
- Digital representation of the common boundaries for all graphic features must be coincident, regardless of feature layer
- Geometric network connectivity must be maintained for utility networks.

A summary of the methods used to correct inconsistencies and any remaining errors by case should be included in the metadata under the 'Logical Consistency Report' and 'Completeness Report' sections.

6. Data Model

The geodatabase schema shall follow the GIS Data Guide implementation of the SDSFIE data model and data layers will be captured accordingly. Information on the SDSFIE data model can be found at: <https://sdsfie.org>.

If new data is being created the Cooperator must provide the GRC with a data dictionary identifying all of the SDSFIE Entity Types, attributes, and/or domain values associated with the new feature(s), the geographic area(s) covered by the data and Spatial extent information prior to the creation/editing of GIS data. Acceptable formats: MS Excel, MS Word, PDF. Local attributes (meeting SDS experienced level) will require precise schema definitions.

7. Government Furnished Materials

The Government will provide the Cooperator access to necessary geospatial data, reports, schematics, or other pertinent information either through the regional NAVFAC GRC, or a data copy upon completion of the appropriate request forms and/or security information. All Cooperators are required to request an account from the regional GRC at the start of the contract.

The Cooperator must verify with the GRC that they are working with the most recent version of the dataset at the beginning of each contract and must delete any copies of data in their possession at the end of each contract.

When requesting data from the GRC, the Cooperator will identify the current SDSFIE data layer names or know which data layers they require. The government POC will be contacted prior to the release of any information to verify requirements. A non-disclosure agreement may need to be completed prior to the release of any data.

8. Data Collection Procedures

All data collection must include:

Feature Attributes: The Cooperator shall identify the classification, type, location, ID number, and any other necessary attributes (specified by the Government) for all new/updated/edited

features first by field verification and then by existing sources.

Metadata must include an accuracy statement at the 90% or 95% confidence interval. Accuracy statements should include the method of determination, preferably from a recognized standard such as National Standard for Spatial Data Accuracy (NSSDA) (as outlined in “Geospatial Positioning Accuracy Standards, Part 3: National Standard for Spatial Data Accuracy,” published by the Federal Geographic Data Committee (FGDC), dated July 1998).

9. Field Collection

Where field data collection is stipulated in the contract, the Cooperator shall utilize conventional and other methods, such as a total station, or Global Positioning System (GPS) in accordance with the applicable Geospatial Positioning Accuracy Standards published by the Federal Geographic Data Committee (FGDC).

At a minimum, the Cooperator shall provide, resource grade GPS collection at an accuracy level of $\pm < 1\text{m}$ and shall use differential correction to target accuracies of $\pm .5\text{ m}$.

Where appropriate (as stipulated in the contract or as otherwise determined by the Government), the Cooperator shall use survey grade GPS, at an accuracy level of $\pm 20\text{cm}$. Global Positioning System (GPS) data collection activities will be based on a post-processed environment using an accurately sighted base station. Base station files for post processing acquired locally (off-site CORS Continuous Operating Reference Station) will be verified for accuracy.

GPS data on the location of utility lines and other features shall be captured at a minimum every 50ft and at each turn or bend in the line and processed as a line feature type. GPS data on the location of utility points and other features should be captured at the centroid of the feature unless signal obstruction or access prohibits; otherwise points will be captured at a uniform distance and direction from the centroid and the offset captured in the metadata for that feature. Data on polygon features will be collected at every vertex of the feature and processed as a polygon.

All survey-grade data collected shall be provided to the Government in a digital format with an attached Survey Report identifying survey method, equipment list, calibration documentation, survey layout, description of control points, control diagrams, quality control report and field survey data.

A digital Survey Control Database (consisting of a survey marker database and a survey traverse database) will be produced for all survey control points established under this contract, including the horizontal and vertical order and coordinate location of each point.

Digitizing/Conversion

Where Digitizing/Conversion is stipulated in the contract, the Cooperator shall digitize/convert features from designated sources (including remotely sensed data, hardcopy scans and vector data) to support various GIS applications. Digitizing/conversion routines will insure that 90

percent of all features will measure within 0.01 inches when reproduced at the scale of original imagery or data source

10. Government Review

The Government shall review the submitted data and documentation upon completion of all stated work. Missing or incomplete items will be documented and forwarded to the Cooperator for completion. Failure to adhere to any of the stated delivery specifications could result in rejection of deliverables and nonpayment. Cooperators should, at a minimum, submit data and documentation samples at 25% and 75% project completion to avoid the rejection of final deliverables.

TECHINICAL/MANAGEMENT EVALUATION

The proposal shall be evaluated on the **Technical Merit** of the proposed work, the **Experience and Qualifications** of the team completing the work, and the **Value** of the work proposed work. The following are the factors to be used for the evaluation of technical merit.

Excellent - Proposal/factor demonstrates thorough and detailed understanding of requirements. Technical approach and capabilities significantly exceed performance and capability standards. Proposal/factor offers one or more strengths. Strengths significantly outweigh weaknesses, if any. The proposal/factor represents a high probability of success with no apparent risk in meeting the Government's requirements.

Good - Proposal/factor demonstrates good understanding of requirements. Technical approach and capabilities exceed performance and capability standards. Proposal/factor offers one or more strengths. Strengths outweigh any weaknesses. The proposal/factor represents a strong probability of success with overall low degree of risk in meeting the Government's requirements.

Satisfactory - Proposal/factor demonstrates acceptable understanding of requirements. Technical approach and capabilities meet performance and capability standards. Proposal/factor offers no strengths, or, if there are any strengths, these strengths are offset by weaknesses. The proposal/factor represents a reasonable probability of success with overall moderate degree of risk in meeting the Government's requirements.

Marginal - Proposal/factor demonstrates a limited understanding of requirements. Technical approach and capabilities are questionable as to whether or not they meet performance and capability standards necessary for acceptable contract performance. Proposal/factor contains weaknesses and offers no strengths, or, if there are any strengths, these strengths are outweighed by weaknesses. The proposal/factor represents a low probability of success with overall high degree of risk in meeting the Government's requirements. Proposal/factor might be made satisfactory with additional information and without a major revision of the proposal.

Poor - Proposal/factor demonstrates a lack of understanding of requirements. Technical approach and capabilities do not meet performance and capability standards necessary for acceptable contract performance. Proposal/factor contains major errors, omissions, significant weaknesses and/or deficiencies. The proposal/factor represents a very low probability of success with an extremely high degree of risk in meeting the Government's requirements. Proposal/factor could only be made satisfactory with major revision of proposal.

COOPERATIVE AGREEMENT TERMS AND CONDITIONS
(SEPT 2006 Rev 2)
5 June 2008

DoDGARs Part 22:

http://www.dtic.mil/whs/directives/corres/pd32106r_041398/part22.pdf

DoDGARs Part 33:

http://www.dtic.mil/whs/directives/corres/pdf/32106r_041398/part33.pdf

DoDGARs Part 32:

http://www.dtic.mil/whs/directives/corres/pdf/32106r_041398/part32.pdf

OMB Circulars:

<http://www.whitehouse.gov/omb/circulars>

ARTICLES

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4. Record Retention and Access Requirements *
5. Modification of Cooperative Agreement
6. Prior Approvals and Changes
7. Allowable Costs *
8. Unexpended Balance
9. Overpayment and Earned Interest
10. Future Funding
11. Subagreements *
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17. Cargo Preference *
18. Preference for U. S. Flag Air Carriers *
19. Profit or Fee *
20. Claims, Disputes, and Appeals *
21. Controlled Unclassified Information
22. Debarment and Suspension *
23. Drug Free Workplace *
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26. Procurement *
27. Property *
28. Reports *
29. Termination and Enforcement *
30. After-Award Requirements *
31. Cost Share or Match *
32. Resource Conservation and Recovery Act

* Refer to DoDGARS, Part 22, appendices A-C for applicable modifications and requirements.

1. Order of Precedence

This Cooperative Agreement is subject to the laws and regulations of the United States. Any inconsistency or conflict in the terms and conditions specified in this Cooperative Agreement shall be resolved according to the following order of precedence:

- (a) The Federal statute authorizing this award, or any other Federal statutes directly affecting performance of this Cooperative Agreement.
- (b) Department of Defense Grant and Assistance Regulations (DoDGARs) 32 CFR Part 32, Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.
- (c) These General Terms and Conditions.
- (d) Other terms and conditions contained within this Cooperative Agreement and any attached schedules.

2. Statutes and Regulations

This Cooperative Agreement is subject to the laws and regulations of the United States that apply to assistance instruments including Chapter 63 of U.S. Code Title 31. DoDGARs Part 32 is hereby incorporated into this Cooperative Agreement by reference. The following OMB circulars, as appropriate, are also incorporated by reference into this Cooperative Agreement:

- (a) A-21, "Cost Principles for Educational Institutions"
- (b) A-110, "Grants and Cooperative Agreements for Institutions of Higher Learning"
- (c) A-133, "Audits of State, Local Governments, and Non-Profit Organizations"

3. Cost Principles and Audit

DoDGARS Part 32, Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and the OMB Circulars below apply specifically to the Cooperator. The Cooperative Agreement shall be consistent with these authorities:

- (a) A-21, "Cost Principles for Educational Institutions"
- (b) A-133 "Audits of States, Local Governments, and Non-Profit Organizations"

Cooperator shall submit a copy of OMB Circular A-133 audit reports to the agency Inspector General (IG) and to DoD (IG).

4. Record Retention and Access Requirements

All financial and programmatic records, supporting documents, statistical records, and other records of cooperators or sub-cooperators which are:

- (a) Required to be maintained by the terms of this part. program regulations or the cooperative agreement, or
- (b) Otherwise reasonably considered as pertinent to program regulations or the cooperative agreement.

5. Modification of Cooperative Agreement

The only method by which this Cooperative Agreement can be modified is by a formal, written and signed modification. Administrative modification(s) to the Cooperative Agreement may be accomplished unilaterally by the signature of designated Cooperative Agreement Administrative Representative or Awarding Officer. Changes to the express clauses or terms of the Cooperative Agreement affecting price, quality, quantity or delivery of the Cooperator's duties shall be the subject of a bilaterally executed modification. No other communications, whether oral or in writing, shall modify this Cooperative Agreement.

6. Prior Approvals and Changes

Any program changes to the approved project must comply with DoDGARS Subpart 32.25, Revision of Budget and Program Plans, for Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

7. Allowable Costs

Cooperative agreement funds may be applied only to those costs allowed under DoDGARS Subpart 32.27, Allowable Costs, for Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and, for Institutions of Higher Education only, OMB Circular A-21.

8. Unexpended Balance

In the absence of any specific notice to the contrary, cooperators are authorized to carry forward unexpended balances of funds received to subsequent funding periods.

9. Overpayment and Earned Interest

Overpayment. Within ninety (90) days after the end date of the Cooperative Agreement, any overpayment of funds shall be remitted to the Administrative Grants Officer (AGO) at the Administrative Office on the Award/Modification document, by check made payable to the Naval Facilities Engineering Command. An overpayment represents the difference between allowable actual expenditures and total disbursements received by the Cooperator.

Advances and Earned Interest. Interest earned on any account holding funds advanced under this Cooperative Agreement shall be remitted at least quarterly to the Naval Facilities Engineering Command, by check made payable to the Treasury of the United States.

10. Future Funding

The Government's legal funding obligation is limited to the amount shown as the "Total Obligated on Award," section of the Cooperative Agreement document.

11. Subagreements

Cooperator shall comply with DoDGARS Subpart 32.5, Subawards, for Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

12. Officials Not to Benefit

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Cooperative Agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 22.

13. Hatch Act

The cooperator, Research Faculty and Graduate Research Assistance within the Department of Environmental Science and Policy agree to comply with the Hatch Act (5 U.S.C. 1501-1508 and 7324 - 7328), as implemented by the Office of Personnel Management at 5 CFR part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

14. Lobbying

By signing and submitting this proposal, the cooperator is providing the certification at Appendix A to 32 CFR Part 28 regarding lobbying.

15. Environmental Standards

By accepting funds under this Cooperative Agreement, the cooperator assures that it will:

- (a) Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et. seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 comp., p. 799] and Environmental Protection Agency (EPA) rules at Subpart J of 40 CFR Part 32.
- (b) Identify to the cooperator agency any impact that this agreement may have on:
 - (1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and to prepare Environmental Impact Statements or other required environmental documentation. In such cases, the cooperator agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
 - (2) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501, et seq.), concerning preservation of barrier resources.
 - (3) Any existing or proposed component of the National Wild and Scenic Rivers system, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271, et seq.).

16. Nondiscrimination

By accepting funds under this Cooperative Agreement, the cooperator assures that it will comply with applicable provisions of the following national policies prohibiting discrimination:

- (a) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR Part 195

- (b) On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 [3 CFR, 1964-1%5 Comp., p.339], as implemented by Department of Labor regulations at 41 CFR part 60.
- (c) On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.).
- (d) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.
- (e) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR Part 41 and DoD regulations at 32 CFR Part 56.

17. Cargo Preference

The cooperator agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulations at 46 CFR 381.7, which require that at least 50 percent of equipment, materials or commodities procured or otherwise obtained with U.S. Government funds under this cooperative agreement, and which may be transported by ocean vessel, shall be transported on privately owned U.S.-flag commercial vessels, if available.

18. Preference for U. S. Flag Air Carriers

Travel supported by U.S. Government funds under this cooperative agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision BI38942.

19. Profit or Fee

In accordance with 32 CFR 22.205(b), no fee or profit may be charged to this cooperative agreement.

20. Claims, Disputes, and Appeals

(a) Cooperator Claims.

Per 32 CFR 22.815, any claims arising out of this agreement must be:

- (1) Submitted in writing to the Grants Officer;
- (2) Specify the nature and basis for the relief requested, and;
- (3) Include all data and relevant facts in support of the claim.

(b) DOD Component Claims.

Claims by a DOD Component shall be the subject of a written decision by the Grants Officer.

(c) Alternative Dispute Resolution (ADR).

The Parties shall use ADR to the maximum extent practicable, and comply with 32 CFR 22.815 ADR policies and procedures. It is hereby noted, however, that this particular Cooperator, has expressed that its business policy is not to enter into arbitration as the selected ADR method.

(d) Grants Officer Decisions.

(1) Within 60 calendar days after receipt of a written claim, the Grants Officer shall:

(a) Prepare a written decision, which shall include: the reasons for the decision; the relevant facts on which the decision is based; and the identity and mailing address of the cognizant Appeal Authority, and; shall be included in the award file, or

(b) Notify the Cooperator of a date when the written decision will be rendered. The notice shall address why additional time is needed.

(2) The Grants Officer's decision is final, unless appealed. In the event of an appeal, the Parties shall endeavor to use ADR procedures to the maximum extent practicable.

(e) Formal Administrative Appeals.

All formal administrative appeals shall comply with the applicable provisions of 32 CFR 22.815(e), Claims, disputes, and appeals.

(1) Appeal Authority. The Assistant Commander for Acquisition is the Appeal Authority to decide formal, administrative appeals under this Grant.

(f) Non-exclusivity of remedies.

Nothing in this section is intended to limit a cooperator's right to any remedy under the law.

21. Controlled Unclassified Information

The parties understand that information and materials provided pursuant to or resulting from this cooperative agreement may be export controlled, sensitive, for official use only, or otherwise protected by law, executive order or regulation. The cooperator is responsible for compliance with all applicable laws and regulations. Nothing in this cooperative agreement shall be construed to permit any disclosure in violation of those restrictions.

22. Debarment and Suspension

Cooperators shall comply with the requirements of DoDGARS Part 25, Subpart C, "Government-Wide Suspension and Debarment (Nonprocurement)", 32 CFR Part 25, Subpart C. The cooperator shall also include a similar term or condition in any lower-tier covered transactions, as required by DoDGARS Part 25, Subpart B, 32 CFR Part 25 (2004).

23. Drug Free Workplace

By accepting funds under this Cooperative Agreement, the cooperator agrees to comply with the "Government -Wide Drug-Free Workplace (Grants)" requirements specified by DoDGARS Part 26,

Subpart B (or Subpart C, if the cooperator is an individual) of 32 CFR Part 26 (2004), which implements Secs. 5151-5160 of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et. seq.).

24. Standards for Financial Management Systems

By accepting funds under this cooperative agreement, the cooperator agrees to maintain a financial management system that complies with DoDGARS Subpart 32.21, for Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

25. Payment

Cooperator shall submit any request for payment in accordance with 32 CFR 32.22, Payment, for Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations. Payment will be made in accordance with 32 CFR 32.22 for Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

For any advance payment the cooperator must maintain or demonstrate the willingness to maintain the conditions set forth at 33 CFR 33.21 (c). Cooperator is authorized to be paid in advance under the conditions set forth at 33CFR 32.22(b)-(d), for Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

Reimbursement is the preferred method when the requirements in 32 CFR 33.22(d) cannot be met. The Cooperator is authorized reimbursements under the conditions set forth at 22 CFR. 33.32.22(e)-(j) for Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

The Government shall pay the Cooperator the price as provided in this agreement. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Agreements Officer, on estimates of work accomplished which meets the standard of quality established under the agreement, as approved by the Agreements Officer.

The Cooperator's request for progress payments shall include the following substantiation:

- (a) An itemization of the amounts requested, related to the various elements of work required by the agreement covered by the payment requested.
- (b) Additional supporting data in a form and detail required by the Agreements Officer.

26. Procurement

Cooperator's system for acquiring goods and services under this Cooperative Agreement shall comply with 32 CFR 32.40-32.48, for Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

27. Property

Title shall vest in, and cooperator shall manage, property under this cooperative agreement in accordance with 32 CFR 32.2, and 32.30-32.37, for Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

28. Reports

Cooperator shall maintain and submit reports in accordance with 32 CFR 32.50-32.53, for Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

29. Termination and Enforcement

This award is subject to 32 CFR 32.61, Termination, and 32.62, Enforcement, for Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

30. After-Award Requirements

Closeouts, subsequent adjustments, continuing responsibilities, and collection of amounts due are subject to the requirements in CFR 32.71 -32.73, for Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

31. Cost Share or Match

Any cost share or cost match agreements shall comply with 32.23, for Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

32. Resource Recovery and Conservation Act

Cooperator shall comply with the requirements contained in 32 CFR 32.49.

[End of Items]