

SCOPE OF WORK FOR
THE EFFECTS OF ARTIFICIAL LIGHTING ON PACIFIC POCKET MOUSE, CAMP
PENDLETON

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A. PURPOSE

This Cooperative Agreement outlines terms and the cooperative effort of the Department of the Navy, Navy Facilities Engineering Command, Southwest (NAVFAC SW), on behalf of Marine Corps Base Camp Pendleton for implementing a cooperative program to study effects of artificial lighting on Pacific pocket mouse in preparation for a captive bred population release. The cooperators at a minimum will study 1) the effects of different types of light on foraging behavior; 2) the effects of light orientation on foraging behavior; and 3) the effects of light on fitness of Pacific pocket mouse.

B. LOCATION

The location of the work is Marine Corps Base Camp Pendleton, California.

C. DESIGNATED REPRESENTATIVES

1. The Cooperative Agreement Administrator (CAA) is Reagan Pablo, Contract Specialist, Naval Facilities Engineering Command Southwest, 1220 Pacific Highway, San Diego, CA 92132-5190 telephone (619) 532-2090, and email: reagan.pablo@navy.mil

2. The Cooperative Agreement Technical Representative (CATR) is Dr. Aaron Hebshi, Senior Natural Resources Specialist, Naval Facilities Engineering Command, Southwest, 1220 Pacific Hwy, Bldg 1, San Diego CA 92132; telephone (619) 532-1448 and email: aaron.hebshi@navy.mil

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

3. The Installation Representative will be Sherri Sullivan Bldg. 2648, Camp Pendleton, CA 92055; phone: (760) 725-9729; email: sherri.sullivan@usmc.mil.

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

4. Any change in scope of work must be issued to the Cooperator, in writing, by the Grants Officer to be binding on the US Government. No US Government employee has authority to change this Cooperative Agreement by oral or written directives, instructions, commitments and/or acceptances or any other manner.
5. The Cooperator will designate at time of proposal submission the individual within their organization who is authorized to negotiate with the Cooperative Agreement Administrator. The designation will stipulate the individual's authority to commit the Cooperator.

D. PERIOD OF PERFORMANCE

The period of performance will be eighteen (18) months from date of award.

A fifteen (15) day period, starting on date of award, will be used for the cooperator to provide preliminary documents to the CAA and CATR. Documents include, but are not limited to, Insurance documents/certificates, Accident Prevention Plans/Site Health and Safety Plans (as applicable), Draft Work Plans, etc. Cooperator may not begin performance until preliminary documents are submitted and accepted/approved as appropriate.

E. PROVISIONS TO THE COOPERATOR

MCB Camp Pendleton agrees to the following terms for this cooperative project:

1. Technical Information. MCB Camp Pendleton agrees to provide aerial photography, GIS data and other materials containing detailed information of the natural resources on the installation upon request from the AGFD POC.
2. Access. MCB Camp Pendleton will provide access to Base for the purposes of this project.
3. Funding. MCB Camp Pendleton agrees to provide funds to support the following budget needs:

Item

Personnel

- 1 Full time Researcher
- 1 Part Time Project Manager
- 1 Part Time Research Technician

Operating expenses

- Field supplies
- 30 cameras (purchased for MCBCP)
- Spectroradiometer (purchased for MCBCP)

Lights, various
Powerpacks for powering lights

Travel

Vehicle operating costs
Meals and incidentals
Accommodations

Deliverables

Draft Report/manuscript
Final report/manuscript

A total of \$200,000 is available to support all costs associated with this project.

F. GENERAL REQUIREMENTS

1. The Cooperator shall provide all equipment (unless otherwise stated) and analyses necessary to complete the work described within this Agreement. All data (raw and associated files), photographs, and equipment > \$5000 per unit in value and supplies > \$5,000 in aggregate value purchased with Agreement funds (including computer software), as well as those items stated as such, shall become the property of the Department of the Navy (DoN) at the end of the Agreement. Equipment is defined as “tangible nonexpendable personal property including exempt property charged directly to the award having a useful life of more than one year.” Supplies are defined as “All personal property excluding equipment, intangible property, and debt instruments, and inventions of a contractor conceived or first actually reduced to practice in the performance of work under a funding agreement ("subject inventions"), as defined in 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements." (**DoD Grant and Agreement Regulations, DoD 3210.6-R#**)

2. Due to the complexity of work, the Cooperator shall provide a Principal Investigator, a Project Manager and as many trained Technician as necessary to complete the work.

a. **Principal Investigator** shall possess, at a minimum, a PhD degree in animal behavior, ecology, or a related science; at least five years of professional research experience working with Pacific pocket mouse, or a closely related species; a significant background in statistics; and a minimum of five years of experience in a principal investigator capacity. This position shall be responsible for liaison between grantor personnel and the Grants Officer or CATR and shall serve as the main point of contact for all required results and/or progress reports on the study.

b. **Project Manager** shall possess, at a minimum, a Master’s degree in animal behavior, ecology, or related science; a background in bio-statistical analyses; and a minimum of two years applicable field experience working with Pacific pocket mouse, or a closely related species. This person shall serve as the main point of contact for fieldwork, scheduling and access.

c. **Technicians** shall possess, at a minimum, a Bachelor's degree in wildlife biology, ecology or a related science; have a minimum of two years field experience with small mammals; and be fully trained on trapping and identification of Pacific pocket mouse and conspecifics occurring in the region.

Any change to the Principal Investigator or Project Manager after award of Cooperative Agreement, shall require approval of the CAA

3. The Cooperator and his/her field investigators shall be experienced in the field identification of Pacific pocket mouse to be able to readily identify all pocket mouse life stages by sight and tracks. Appropriate experience must include previous pocket mouse research on Marine Corps Base Camp Pendleton. All permits required to conduct this study must be acquired prior to trapping; 10A1a permit and written documentation of experience shall be made available upon request of the Installation Representative.

4. All statistical analyses conducted and management recommendations developed during this Agreement shall be scientifically defensible and suitable for publication. Data should be analyzed using acceptable methods as determined in current scientific literature(s). The CATR or Installation Representative, at their discretion, may subject the draft report to external peer review.

5. Throughout the term of this Agreement the CATR and the Installation Representative shall be afforded the opportunity by the Cooperator to periodically review data analyses, summaries, maps, figures, tables, etc.), or any record deemed appropriate by the CAA in establishing the Cooperator's performance in fulfilling the requirements of this Agreement.

6. The Cooperator and/or field investigators shall accommodate requests from ES Wildlife Management Section staff biologists to join in scheduled surveys for the purpose of accumulating survey hours under supervision of permitted Pacific pocket mouse biologists. The Cooperator and his/her field investigators shall provide documentation of survey hours in a form that is acceptable to the USFWS permitting office for each staff participant.

7. The Cooperator and his/her field investigators shall visit the designated area as often as necessary and within the limits stated below to accomplish the purpose of this project as detailed further in this Scope. The Cooperator must comply with all Base security rules, regulations, requirements, and day-to-day operational changes thereto.

8. The Cooperator shall provide all transportation, meals, and lodging for himself/herself and his/her personnel and all equipment and analyses necessary to complete the work. All equipment utilized on the Base is subject to inspection by and approval of the Base safety program. It is the Cooperator's responsibility to obtain security and entrance clearances and camera passes for himself/herself and his/her personnel.

9. The Cooperator shall conduct field investigations and interviews with experts and authorities

as necessary to accomplish the survey described below. They shall particularly attempt to contact and utilize information from local offices and personnel of the U.S. Fish and Wildlife Service (USFWS), National Biological Survey (NBS), California Department of Fish and Wildlife (CDFW), and other investigators who have conducted same or similar surveys in the past.

10. The Cooperator shall work closely with the CATR and Installation Representative in planning and carrying out all field investigations.

11. The Cooperator will have access to all pertinent files, reports, and plans archived at Environmental Security, Wildlife Management Section (ES-WMB) that might assist the Cooperator to accomplish the requirements of this Agreement. The Cooperator will be provided any Base aerial photography and GIS files upon request.

12. All work conducted in support of this Agreement shall comply with all federal laws applicable to the Installation including, but not limited to, the Endangered Species Act, the Clean Water Act and the Migratory Bird Treaty Act.

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

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

15. In order to avoid impacts to federally listed, rare, or endemic plants the Cooperator must coordinate all vegetation and ground disturbing activities with the Installation Representative. Under no circumstances are any federally-protected plants to be disturbed and/or destroyed when completing the work required in this Agreement. The Cooperator shall ensure that all footwear, backpacks, clothing, vehicles and equipment transported to the Installation are clean of weed seed.

16. No ground disturbing activities are to take place without the concurrence from the Installation Representative. Under no circumstances shall the Cooperator violate the Archeological Resources Protection Act. If any objects are found that appear to be cultural or archeological

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

17. The Cooperator and his/her field personnel working within training areas on Base are required to obtain and hold a current Administrative Range Safety Officer (RSO) certification. The Administrative Range Safety Officer (RSO) certification may be achieved through a remote computer-based class in accordance with the following procedures: 1) Watch the Remote RSO Class on line at:

<http://www.pendleton.marines.mil/StaffAgencies/AssistantChiefofStaffG35/RangeOperationsDivision.aspx> Ensure you watch each portion of the video as it is broken into three parts; and 2)

Complete the MCB Camp Pendleton Range Operations proctored testing portion of the qualification. Marine Corps Base Camp Pendleton Range Operations proctored testing is conducted on the third Thursday of the month at the Marine Corps Air Station Camp Pendleton classroom, building 2399. There are three available sessions: First Test Session– 0800; Second Test Session – 0930; Third Test Session – 1100. ATTENDANCE IS BY APPOINTMENT ONLY; APPOINTMENTS MUST BE MADE NO LESS THAN 24 HOURS PRIOR TO CLASS. To obtain an appointment, email your request to

PNDL_OTRANGEINSPECTORS@usmc.mil For more information call (760) 725-0357 /3510/4219. BRING THE RSO CLASS HANDOUT & BUBBLE SHEET TO TEST. Handouts and bubble sheets can be obtained at:

<http://www.pendleton.marines.mil/StaffAgencies/AssistantChiefofStaffG35/RangeOperationsDivision.aspx> Scroll down to links and select Range Safety Officer Course Handout and Range Safety Officer Bubble Sheet 2012 or click these hyperlinks to open documents directly. All personnel must bring photo ID to enrollment. Each attendee will remain in the database for two years pending certification of completion. Cooperator personnel will be expected to provide a unique 4 digit identifier and the six-digit UTM grid coordinates each time they request access to the range.

18. The Cooperator and his/her field investigators that will be driving any non-government owned vehicles on the Base shall be required to obtain a Camp Pendleton Range Control Privately-Owned Vehicle (POV) Pass. This pass is in addition to the Base Business Pass. POV Passes are obtained through the Installation Representative. The POV Pass is valid only during the project's field time (one day or several weeks), and is non-transferable. The POV Pass must be displayed in the Cooperator /employee's vehicle windshield when they are within the boundaries of the Base. NOTE: Only trucks or vehicles with high clearance and a truck-like chassis are permitted to drive on dirt training roads using the POV Pass; use of a sedan on training roads will result in the revocation of the POV Pass.

19. The Cooperator and his/her field investigators will request training area access through the Installation Representative. Training area requests shall be made at least two weeks prior to any scheduled fieldwork. The Cooperator and his/her field investigators will contact the Installation Representative to ensure that the training area request has been authorized.

20. The Cooperator and his/her field investigators shall follow all Range Control scheduling

policies and procedures. The Cooperator and his/her field investigators will contact Range Control prior to entering scheduled training areas via two-way radios to verify access permission, provide Range Safety Officer (RSO) information including name, unique four digit identification number, and the six-digit grid coordinates of the training area as delineated on the Camp Pendleton Military Installation Map. Two-way radios are available for daily checkout from the Environmental Security Wildlife Management Section. A radio must be checked out for each group conducting work on a Camp Pendleton training range. An additional radio is required for any group that will be out of audio/visual range of the first group.

21. Photography and videography is restricted on the Base. Clearance for photography will be obtained from appropriate Base personnel. When requested by the Base, all film must be turned over to appropriate personnel for processing and security inspection.

22. The Cooperator and his/her field investigators is specifically prohibited from carrying out any predator control activities, other than those stated under Specific Requirements, without the prior concurrence of the Installation Representative.

23. The Cooperator and his/her field investigators are strictly prohibited from removing any wildlife (sick, dead, or alive) or their parts from the Base without prior written authorization from the Installation Representative.

24. Smoking is prohibited outside developed cantonment areas on the Base.

G. SPECIFIC REQUIREMENTS

This agreement requires the Cooperator to design and execute a comprehensive study to analyze the effects of lighting on the critically endangered Pacific pocket mouse. The study shall evaluate effects of light on foraging behavior, persistence and fitness of this species.

Requirements

At a minimum, the Pacific pocket mouse lighting study shall consist of the following components:

1. Effects of light orientation and different types of light on foraging behavior.

- a. Establish approximately 18 trapping arrays on 6 sites, (including control sites) to test lighting effect on foraging behavior; trap sites will include feeding stations.
- b. Trap sites for multiple consecutive nights during various ambient and artificial light conditions sufficient to document foraging behavior for each light condition tested.
- c. Trap sites for consecutive nights during various orientation of artificial light sufficient to document foraging behavior for each light orientation tested.
- d. Methodology will include random sampling techniques and use of field equipment

necessary to complete the study including but not limited to the following:

- i. low watt light, mounted
- ii. motion sensor light, mounted
- iii. light measuring apparatus
- iv. food containers and seed
- v. modified Sherman small mammal traps
- vi. 30 cameras
- vii. spectroradiometer

2. Effects of light on persistence and fitness of Pacific pocket mouse

- a. Establish at least two trap array sites where Pacific pocket mouse is known to occur, (including at least one control site).
- b. Trap sites for consecutive nights recurrently during breeding season sufficient to determine density and document, persistence, reproductive condition and success of each test animal under various light conditions.

H. MEETINGS/COORDINATION

1. The Cooperator or his/her designee will attend a kick-off meeting with the CATR and Installation representatives to ensure coordination of activities. The CATR shall arrange the meeting. The meeting shall take place within 30 working days of the agreement award. The purpose of the kick-off meeting is to discuss any questions the Cooperator may have regarding the agreement to provide the data for analysis and other pertinent information on the work to be performed.

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

3. The Cooperator will attend a meeting with the Installation Representative and CATR upon completion of the study to present results.

I. SUBMITTALS and SCHEDULES

Cooperator agrees to submit the following deliverables:

Monthly Progress Reports	submitted within 1 week after the end of each month
Draft Report/Manuscript	submitted by 30 June 2015
Final Report/Manuscript	submitted 30 days after US Government has provided comments to AGFD

Progress reports shall include work completed to date, results of trap effort, and preliminary

findings or conclusions that may inform management decisions during the trap year.

Draft Report/Manuscript: Upon completion of field work the Cooperator will prepare a report or manuscript that meets all goals and objectives. The format of the report shall be organized in a logical manner with distinct sections that provide information to meet the goals and objectives outlined in this contract.

The report shall be free of grammatical, spelling, and typographic errors and of a quality acceptable for peer-reviewed publication. The CATR may reject the draft if the quality of the report (i.e., writing and presentation) is not professional in appearance.

The Cooperator shall submit three (3) hard copies and three (3) electronic copies in Microsoft Word Format of report to the CATR no later than four months from completion of field work. The CATR and the Installation Representative will review the report and provide comments prior to the final report being finalized.

A screen check final will be submitted that has incorporated all comments within 30 days of receiving comments. The revised report will not be submitted until the screen check final version has incorporated all required modifications.

Final Report/Manuscript The final report shall contain all of the information in the draft. If the Government has requested modifications to which the Cooperator takes exception, a meeting or telephone conference will be held to settle these differences. If there are unresolved differences, the Cooperator will address these in a separate rebuttal document to the CAA.

Six (6) professionally bound copies of the report plan shall be submitted to the CATR within 30 days of receiving comments on the screen check final. Reports are to be bound with the report title, date, and author clearly printed on the spine of the binding. Four (4) six electronic copies of the report shall be submitted with the bound copies in MS WORD and Adobe Acrobat (.pdf) format.

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

J. DATA AND PUBLICATION

All field notes and field data forms produced as part of this project are the joint property of MCB Camp Pendleton and the Cooperator. The Cooperator shall continually provide for the secure safekeeping of the data and any other material pertaining to this Cooperative Agreement. Data will not be used, in part or in whole, in any professional, scientific or non-scientific report, paper

or note, published or unpublished, or be part of any technical or non-technical presentation or be provided to anyone not a party to this Cooperative Agreement without the prior written concurrence of MCB Camp Pendleton.

All articles, posters and other types of publications derived from this project must be reviewed and approved by MCB Camp Pendleton. A minimum of two weeks must be allowed for this approval process to take place.

Project personnel will encourage the appropriate reporting of study results in a peer-reviewed journal or journals. Journal submissions must be approved as detailed above.

Project personnel will encourage the appropriate reporting of study results in conference presentations and other oral reports. Outlines and abstracts of such presentations must be approved as detailed above.

All images acquired while Cooperator is on military land, including but not limited to photographs, slides, photo-negatives, and digital images, are the joint property of of MCB Camp Pendleton and the Cooperator, regardless of the purpose of the image(s), and regardless of the ownership of the equipment and/or film. Images may be published for educational purposes per approval process above. No photographic image may be used in any way toward financial gain of Cooperator or their associates without explicit approval.

K. RELEASE OF INFORMATION

The Cooperator shall not respond to any inquiries about this Cooperative Agreement from the news media or non-governmental organizations or other persons during the term of this Cooperative Agreement unless it has first consulted with the US Government and a determination appropriately made by the cognizant US Government representative concerning release of information pursuant to the authority (Federal or State) cited by the requester. All inquiries shall be directed to the Installation Representative and CATR.

L. SAFETY

The Recipient will be required to develop a site-specific Health and Safety Plan and Accident Prevention Plan if the work is potentially hazardous. Potentially hazardous activities include, but are not limited to:

- soil boring or digging test pits (excludes manual collection of de minimis surface soil samples)
- all field work on hazardous waste or munitions response sites
- work on, in, or near bodies of water where there a danger from drowning

- use of heavy equipment, e.g. backhoes, excavators, bulldozers, etc.
- excavation, backfilling, and compaction
- use of man lifts, ladders, and other climbing apparatus
- use of weight handling equipment, e.g. crane, forklifts, and hoists
- well drilling and/or well pump repair or replacement
- construction, demolition, or repair of site improvements
- remediation of hazardous material or waste, i.e. asbestos, paint with lead, and PCB
- work within 10 ten feet of high voltage lines, or high pressure gas, steam, or water lines

An abbreviated APP can be prepared in lieu of a standard APP for projects that are limited in scope. These are: study, survey, observation, or other activities where an employee is exposed only to inclement weather, harmful plants, animals and insects or effects of injury or illness, if an incident occurs, is minor to moderate.

If the project involves a potentially hazardous activity, the Recipient shall develop an Accident Prevention Plan (APP), Activity Hazardous Analysis (AHA) and site-specific Health & Safety Plan (HASP), and submit the AHA and HASP as attachments to the APP to the CAA and CATR.

Include a job hazard analysis in the HASP for all tasks reasonably anticipated to be performed as part of this scope of work. As a minimum, references used to develop the site-specific plan are: EM 385-1-1 US Army Corps of Engineers Safety & Health Requirements Manual, and Local Activity safety plans and standard operating procedures. When developing the HASP, address all sections that are deemed appropriate for performing the work in this Cooperative Agreement, while ensuring a safe work environment for all personnel involved.

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

A Draft and Final Accident Prevention Plan and Health and Safety Plan will be submitted within 30 days of Cooperative Agreement award. The Health and Safety Plan shall be immediately accessible to the Site Safety Officer and Project Manager at all times during the project, and a copy shall be available in every vehicle utilized for work under this Cooperative Agreement.

M. HOLD HARMLESS

1. The US Government shall not be responsible for the loss of or damage to property of the Cooperator and/or his/her representatives, or for personal injuries to the Cooperator and/or his/her representatives arising from or incident to the use of government facilities or equipment. Cooperator 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 Cooperator, 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 Cooperator, 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 Cooperator or its respective officers, agents, servants or employees. However, this indemnity shall not extend to damages due to the sole fault of the Government or its employees, agents, servants, guests, invitees or contractors. This covenant shall survive the termination of this Cooperative Agreement.

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

N. INSURANCE

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

“The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy.”

2. All insurance required of the Cooperator hereunder shall be in such form, for such periods of time and with such insurers as the US Government may require or approve. All policies or certificates issued by the respective insurers for public liability and property insurance shall name the United States of America as an additional insured, and shall provide that no cancellation, reduction in amount or any material change in coverage thereof shall be effective until at least 30 calendar days after receipt by the US Government of written notice thereof, regardless of any prior act or failure to act or negligence of the Cooperator or the US Government or any other person concerning such amount or change in coverage.

3. The Cooperator at its sole cost and expense, may insure its activities in connection with this Cooperative Agreement by maintaining a program of self-insurance that complies with the requirements of this Section M, including coverages specified in Attachment B hereof.

Cooperator shall also provide a copy of the exempting statute cited in support of its claim of self-insurance pursuant to Section 2 of Attachment N to this Cooperative Agreement. (The self-insurance clause is applicable only to appropriate state and local governments and qualifying institutions of higher education who provide evidence of a self-insurance program in accordance with this Section and Attachment A, Section 2.)

4. During the entire period the Cooperative Agreement shall be in effect, the Cooperator shall require its contractors or agents or any contractor performing work at the Cooperator's or agent's request on the affected US Government Premises to carry and maintain the insurance required below:

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

5. The Cooperator and any of its contractors or agents shall deliver or cause to be delivered promptly to the Cooperative Agreement Administrator, a certificate of insurance or a certified copy of each renewal policy evidencing the insurance required by this Cooperative Agreement and shall also deliver no later than thirty (30) calendar days prior to expiration of any such policy, a certificate of insurance evidencing each renewal policy covering the same risks.

6. In the event that any item or part of the premises or facilities shall require repair, rebuilding, or replacement resulting from loss or damage, the risk of which is assumed under this Section N, the Cooperator shall promptly give notice thereof to the US Government and, to the extent of its liability as provided in this Section N, shall, upon demand, either compensate the US Government for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the US Government may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the Cooperator for such loss or damage under this Section N, the Cooperator shall effect such repair, rebuilding, or replacement if required so to do by the US Government, and such excess of cost shall be reimbursed to the Cooperator by the US Government. In the event the Cooperator shall have effected any repair, rebuilding, or replacement which the Cooperator is required to effect pursuant to this Section N, the US Government shall direct payment to the Cooperator of so much of the proceeds of any insurance carried by the Cooperator and made available to the US Government on account of loss of or damage to any item or part of the premises or facilities as may be necessary to enable the Cooperator to effect such repair, rebuilding or replacement. In event the Cooperator shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to the Cooperator, the Cooperator shall promptly refund to the US Government the amount of such proceeds.

O. PAYMENTS

1. Partial payments equal to the amount of work accomplished may be made quarterly during the field work portion; after submittal of the draft report; and after receipt of the final report.
2. The final payment of 10 percent of the Cooperative Agreement overall value shall be paid when the final report and all other submittals listed in Section I have been received and accepted by the CATR.
3. Any requirement for the payment or obligation of funds, under the terms of this Agreement, shall be subject to the availability of appropriated funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 USC §1341 *et seq.* Nothing in this Agreement shall be construed as implying that Congress will, at a later time, appropriate funds sufficient to meet deficiencies.
4. Payments will be made in accordance with Defense Federal Acquisition Regulation (DFAR) 252.232-7006 Wide Area Work Flow Payment Instruction. See Attachment WAWF Instructions for instructions on payment procedures.

P. EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT REPORTING

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

Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, (and any modifications to these subcontracts that change previously reported data), the Contractor shall report the following information at <http://www.fsrc.gov> for each first-tier subcontract:

- (a) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has one.
- (b) Name of the subcontractor.
- (c) Amount of the subcontract award.
- (d) Date of the subcontract award.
- (e) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

- (f) Subcontract number (the subcontract number assigned by the Contractor).
- (g) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (h) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (i) The prime contract number, and order number if applicable.
- (j) Awarding agency name and code.
- (k) Funding agency name and code.
- (l) Government contracting office code.
- (m) Treasury account symbol (TAS) as reported in FPDS.
- (n) The applicable North American Industry Classification System (NAICS) code.

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

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

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

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

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

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

END

**ATTACHMENT A
NON SELF-INSURED REQUIREMENTS FORM**

**INSURANCE MUST CONFORM TO ALL THE REQUIREMENTS LISTED BELOW
PRIOR TO RECIPIENT BEING PERMITTED TO USE OR OCCUPY US
GOVERNMENT PREMISES OR PROPERTY PURSUANT TO THE COOPERATIVE
AGREEMENT**

1. PUBLIC LIABILITY AND PROPERTY DAMAGE

- a. Required minimum amounts of insurance listed below:
- | | | |
|----|-----------|--|
| \$ | N/A | Fire and Extended Coverage |
| \$ | 1,000,000 | Third Party Property Damage |
| \$ | 1,000,000 | Third Party Personal Injury Per Person |
| \$ | 1,000,000 | Third Party Personal Injury Per Accident |

**2. THE CERTIFICATE OF INSURANCE MUST CONTAIN THE FOLLOWING
ENDORSEMENTS:**

- a. "The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."
- b. "The Commanding Officer, Naval Facilities Engineering Command, Facilities Engineering Command, shall be given thirty (30) days written notice prior to making any material change in or the cancellation of the policy."
- c. "The United States of America (Dept. of the Navy) is added as an additional insured in operations of the policyholder at or from the premises **licensed/leased** from the United States."
- d. "This insurance certificate is for use of facilities at Marine Corps Base Camp Pendleton under this Cooperative Agreement, No. N62473-15-2-0007."
- e. Loss, if any, under this policy shall be adjusted with Cooperator and the proceeds, at the direction of the US Government, shall be payable to Cooperator, and proceeds not paid to Cooperator shall be payable to the Treasurer of the United States of America."

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

ATTACHMENT WAWF INSTRUCTIONS

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

N62473-15-2-0007

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

NAVY CONSTRUCTION/FACILITIES MANAGEMENT INVOICE

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N62473
Admin DoDAAC	N62473
Inspect By DoDAAC	N62473/RAQE0
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N62473/RAQE0
Accept at Other DoDAAC	N/A
LPO DoDAAC	N62473/RAQE0
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

NAVFAC_SW_RAQEO_inspector@navy.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

NOT APPLICABLE

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

(End of clause)