

SCOPE OF WORK FOR
ARGENTINE ANT (*LINEPITHEMA HUMILE*) ERADICATION FEASIBILITY STUDY ON
NAVAL BASE VENTURA, SAN NICOLAS ISLAND, CA
03 August 2015

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A. PURPOSE

Argentine ants (*Linepithema humile*) are an extremely invasive ant species that has spread worldwide resulting in detrimental ecological impacts. This invasive species alters biological communities by negatively affecting native ant populations, other invertebrates, plants and pollinators, terrestrial vertebrates and birds. Argentine ants can cause avian nest failure either directly by predation of nestlings or indirectly by reducing arthropod abundance in foraging areas. The Argentine ant has invaded approximately 20% of San Nicolas Island (SNI), threatening ecosystem processes and protected species including the San Nicolas Island Fox. Eradication of Argentine ants may be critical to sustaining a healthy ecosystem on the island. Recent trials on Santa Cruz Island and San Clemente Island indicate that eradication of Argentine ants in the Channel Islands is feasible; however, given the more mesic maritime climate and invasion through the extensive cantonment areas, it is not clear whether eradication is possible or what the parameters for successful eradication on SNI are. The Scope of Work identifies the requirement to conduct a feasibility study for Argentine ant eradication on the island.

B. LOCATION

The location of the work is on Naval Base Ventura, San Nicolas Island, CA.

C. DESIGNATED REPRESENTATIVES

1. The Cooperative Agreement Administrator (CAA) is Mr. Brandon Spaulding, Contract Specialist, Naval Facilities Engineering Command Southwest, 1220 Pacific Highway, San Diego, CA 92132-5190 telephone (619) 532-3339, and email: brandon.spaulding@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 Recipient and Installation Representative (including their respective representatives or staffs) regarding any inquiries, questions, concerns, and issues related to the implementation of the requirements and specifications of this Cooperative Agreement. The CATR has no authority to make any changes to this Cooperative Agreement, only the CAA may effect any change to this Cooperative Agreement.

3. The Installation Representative is Mr. William Hoyer, Naval Base Ventura, phone: (805) 989-3444; email: William.hoyer@navy.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 effect 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 Recipient, in writing, by the Grants Officer to be binding on the US Government. No US Government employee has authority to change this Cooperative Agreement by oral or written directives, instructions, commitments and/or acceptances or any other manner.

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 covered by this Scope of Work (including report preparation, review, submittal of final invoice, invoice payment, etc.) is 18 months from the 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 RECIPIENT

1. Air Transportation: The US Navy will provide the Recipient and/or his staffs with no-cost air transportation to and from SNI on a regularly scheduled air carrier.
2. Barge Transportation: Vehicles and other non-explosive equipment, supplies, and materials may be shipped to and from SNI on a regularly scheduled barge at cost to the contractor.
3. Unleaded gasoline and diesel fuel will be provided for sale through a DLA account for their own vehicle, or provided as part of a rental fee for PWD vehicle pool transportation once an account has been created.
4. Medical Facilities: A Dispensary, staffed with a Navy Hospital Corpsman, is located at SNI. Service is limited and generally not available to Recipient and/or his personnel except on an emergency basis. MEDIVAC to the mainland can be provided under appropriate circumstances, but the Recipient will incur the charges for this service.
5. Housing: Navy Gateway housing is available at a cost to the Recipient.
6. Vehicle: Recipient shall be required to establish a Job Order Number (JON) through Navy Public Works Transportation and rent a vehicle at SNI as necessary or use a (JON)

to support maintenance of a vehicle barged to SNI for the project. No vehicular transportation is provided off of SNI.

7. Work Space: Laboratory, workbench, office, and storage areas are available on a space available basis.
8. Meals: Meals are available at the SNI Galley or Club at a cost to the Recipient.

F. GENERAL REQUIREMENTS

A. Stipulations:

1. The Recipient 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) 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. The Recipient shall provide the SNI Representative the names and resumes of staff that will be conducting the surveys required in this Agreement. At the minimum, the Recipient shall have the qualifications described below, but may, on a case-to-case basis, be waived by the SNI Representative:

Project Manager:

- A minimum of a PhD in entomology, ecology, or related science disciplines;
- A CV demonstrating expert knowledge in Argentine ants, their ecological effects, and eradication/control techniques in wildland habitats (i.e., not facilities pest control);
- Demonstrated use of GIS units and maps for tracking and monitoring work;
- An ability to identify ants likely to be found in the California Channel Islands;
- A minimum of 2 years of experience in a responsible position providing oversight of, support to or directly involved in ecological studies of the Argentine ant and its control/eradication on a landscape scale

Technical Staff:

- A minimum of a BA/BS degree in Ecology, Entomology, Wildlife Biology or related science disciplines;
- Demonstrated field experience with ant monitoring in remote locations

3. Windy and/or foggy conditions with highly variable temperatures may be encountered at any time on SNI. Many roads are rough and unpaved, and if wet and muddy are closed until dry. Many places on the island have precipitous terrain and may be covered with cactus. The Recipient's transit through such terrain must be done with the highest concern for the safety of personnel and with strict adherence to all SNI Guidelines. The speed limit on unpaved roads shall not exceed 15 mph.
4. All work conducted in support of this Agreement shall comply with all federal laws applicable to Command Navy Region SW (CNRSW) installations such as the Endangered Species Act and the Migratory Bird Treaty Act and applicable laws and regulations pertaining to the provision of safe and respectful workplace and to provide a work environment free of harassment and intimidation for such party's own employees and third parties.
5. The Recipient shall manage generated electronic waste (including alkaline batteries), bio-medical waste, hazardous material, hazardous waste, and hazardous waste residues in accordance with federal, state, and SNI regulations and policies.
6. It is the responsibility of the Recipient to obtain Installation Access through coordination with the SNI Environmental Division. It is the responsibility of the Recipient to ensure that all project staff complies with SNI policies, regulations, and procedures while at SNI.
7. Prior to entering the field each day, the Recipient shall sign out at the quarter deck if they intend to be in a remote location, and contact Range at 805-989-2393 to confirm any closure areas. Upon returning from the field, the Recipient shall check-in with the quarterdeck.
8. Staff working on this Agreement shall carry a functioning two-way radio while conducting fieldwork on SNI, to be provided by the Navy.
9. No ground disturbing activities may take place at SNI without approval from Environmental Division.
10. Under no circumstances are the Recipient and/or his staff(s) to violate the Archeological Resources Protection Act. If any objects are found that appear to be cultural or archeological resources contact the Environmental Division.
11. The SNI Representative and the SNI Police shall immediately be notified of any unusual activity observed while conducting surveys in the field (e.g., drug runners, recreational boaters within 300 yards of shore). Information should include location, date, time and any pertinent detailed facts regarding the activity.
12. All personnel must complete Unexploded Ordnance (avoidance) training prior to working on SNI.
13. Unexploded ordnance may be encountered while conducting fieldwork. Recipient shall not touch or attempt to pick-up any suspected ordnance, but they shall contact the Explosive Safety Officer Tom McLeod at 805-989-7050 as soon as possible with GPS coordinates.

B. Restrictions:

1. Photography is restricted on SNI. Only photographs of Agreement-related activities are permitted.
2. No smoking is allowed in the non-developed areas of SNI.

G. SPECIFIC REQUIREMENTS

The goal of this project is to conduct a feasibility study to eradicate Argentine ants from SNI. In support of this goal, the following specific tasks are anticipated: 1) Detect and delineate (map) the population of Argentine ants on SNI; 2) Conduct field trials to determine bait attractiveness and efficacy; 3) Determine potential environmental/ecological risks and benefits of eradication; and 4) Prepare reports including work and safety plans, quarterly progress reports, and a final report.

The Navy will be an active, cooperating participant throughout the project to assist with field trials and advise and oversee progress as it relates to the objectives and requirements stated herein.

Specific Requirements in support of the above objective include:

1. Develop a Work Plan that describes the project's tasks and personnel, quality control practices, and timeline.
2. Delineate the SNI Argentine ant population current range or areas of current infestation. Delineation shall be documented through GIS coverage within a known projection system and including an attribute table or another form of metadata.
3. Conduct bait trials, as needed, to determine and refine bait attractiveness in a novel environment.
4. Develop a report providing parameters for eradicating Argentine ants from SNI.
5. Submit a Safety/Accident and Hazard Prevention Plan, quarterly progress reports, copies of any pesticide applicator reporting, and a Draft and Final Report.
6. Meeting attendance: including a scoping/kick-off meeting prior to the start of fieldwork.
7. Any unusual animal or plant species observed while conducting surveys in the field (e.g., species not known to occur at SNI) shall be immediately reported to the SNI Representative.

H. MEETINGS/COORDINATION

The Recipient shall be available throughout the Agreement period for consultation with the CATR and Installation Representatives.

I. SUBMITTALS and SCHEDULES

1. Draft and Final Work Plan: A Work Plan that includes, at a minimum, locations of all study/work areas; explanation of data collection/monitoring methods, and equipment design; database structure; a deliverables timetable; quality control and safety procedures and checks; copies of necessary permits or certifications (pesticide applicator if necessary); island and range access policies and procedures; and communications policies/plans. The Final Work Plan shall incorporate response to SNI and NAVFAC SW Representative comments from the draft plan within 10 days.

2. Draft and Final Safety Plan/Accident and Hazard Prevention Plan: The Contractor shall prepare and submit within 30 days of the award of this Contract issuance an Accident Prevention Plan (APP) that includes a job hazard analysis in these documents for all tasks reasonably anticipated by the Contract requirements in order to ensure a safe work environment for all personnel involved.
3. Mission Essential Requests: The SNI and/or NAVFAC SW Representative may request updated data (presented on maps, figures and/or tables) whenever the Navy's requirement to secure this information cannot wait for the next quarterly progress report.
4. Quarterly Progress Reports: These reports shall be brief reports that outline accomplishments of past quarter and progress toward achievement of project objectives.
5. Draft and Final Project Report. The Project Report shall detail methods, results, and discussion based on work accomplished during the period of performance. Journal of Wildlife Management shall serve as the standard for format and style. The Cooperator shall work cooperatively with the Navy to resolve all comments provided by Navy representatives. The final report shall respond to comments from the SNI and NAVFAC SW Representative on the draft report within 30 days of receipt of government comments and shall be submitted in Word and PDF formats. All data collected under this and previous Agreements are the property of the U.S. Navy. Raw data and a copy of each reference cited in the Final Report Literature Cited section shall be submitted concurrent with the Final Report. Raw data should, at a minimum, be submitted in hardcopy format literature cited articles or sections may be submitted in hardcopy or electronic copy as convenient and/or efficient. A total of 4 bound copies are to be submitted with the report title, date and author clearly and permanently affixed to the spine of the binding. A PDF electronic copy is also required on CD.
6. GPS data collected shall be submitted as coordinate data. The format of data delivery shall be coordinated with the SNI Representative.
7. Photographs: All digital photographs taken for this study shall be submitted with the Final Report, and shall become US Navy property. All digital photo files will be labeled with at least the following information: 1) subject/activity, 2) location (specific place), 3) date, and 4) photographer.
8. Any publications produced from this work must be approved by the SNI Representative prior to submission for publication.

J. DATA AND PUBLICATION

All field notes and field data forms produced as part of this project are the joint property of the US Navy 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 the Installation Representative and the Cooperator POC .

All articles, posters and other types of publications derived from this project must be reviewed

and approved by the Installation POC. 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 the Cooperator is on military land, including but not limited to photographs, slides, photo-negatives, and digital images, are the joint property of Naval Base Ventura and the Cooperator, regardless of the purpose of the image(s), and regardless of the ownership of the equipment and/or film. No person may publish any image without the approval of the Naval Base Ventura Public Affairs Office and the Cooperator POC. No photographic image may be used in any way toward financial gain of the Cooperator or their associates without explicit approval.

1. This Cooperative Agreement is subject to, and Recipient shall comply with, 2 CFR 200.315 concerning "Intangible Property," which includes use of research data. Any information or data protected by federal law will be identified by the Government prior to being provided to Recipient and the Government will notify the Recipient in advance of applicable limitations on such information. Except as to information so identified and limited, there are no restrictions on reporting or publishing reports based upon the fundamental research that is the subject of this Cooperative Agreement.

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

2. The acknowledgements for any paper or presentation resulting from this work shall include the following statement: "This research was funded by the Department of the Navy on behalf of the Naval Base Ventura."

3. Any publications resulting from this work shall be provided at no cost to the Department of the Navy in quantities jointly determined by the Department of the Navy representative and the Recipient at the time of publication.
4. The Recipient shall be responsible for ensuring all personnel participating in activities under this Agreement have read and acknowledged the DATA AND PUBLICATION provisions of this Agreement.

K. RELEASE OF INFORMATION

The Recipient shall not respond to any inquiries about this Cooperative Agreement from the news media or non-governmental organizations or other persons during the term of this Cooperative Agreement unless it has first consulted with the 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 Public Affairs Officer at the Installation and Public Affairs Officer at NAVFAC SW through the IR 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 handing 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
- use of a helicopter or other aircraft
- exposure to potentially dangerous plants, animals, or other organisms

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

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

N. INSURANCE

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

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

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

3. The Recipient at its sole cost and expense, may insure its activities in connection with this Cooperative Agreement by maintaining a program of self-insurance that complies with the requirements of this Section N, including coverages specified in Attachment B hereof. Recipient shall also provide a copy of the exempting statute cited in support of its claim of self-insurance pursuant to Section 2 of Attachment 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 Recipient shall require its contractors or agents or any contractor performing work at the Recipient's or agent's request on the affected US Government Premises to carry and maintain the insurance required below:

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

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

6. In the event that any item or part of the premises or facilities shall require repair, rebuilding, or replacement resulting from loss or damage, the risk of which is assumed under this Section N, the Recipient 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 Recipient for such loss or damage under this Section N, the Recipient shall effect such repair, rebuilding, or replacement if required so to do by the US Government, and such excess of cost shall be reimbursed to the Recipient by the US Government. In the event the Recipient shall have effected any repair, rebuilding, or replacement which the Recipient is required to effect pursuant to this Section N, the US Government shall direct payment to the Recipient of so much of the proceeds of any insurance carried by the Recipient and made available to the US Government on account of loss of or damage to any item or part of the premises or facilities as may be necessary to enable the Recipient to effect such repair, rebuilding or replacement. In event the Recipient shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to the Recipient, the Recipient shall promptly refund to the US Government the amount of such proceeds.

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 using in accordance with Defense Federal Acquisition Regulation

(DFAR) 252.232-7006 Wide Area Work Flow Payment Instruction. See Attachment C 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/execomp.htm>).

Unless otherwise directed by the Contracting Officer, by the end of the month following the month of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at <http://www.frs.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 Naval Base Ventura, San Nicolas Island, CA. under this Cooperative Agreement, No. N62473-15-2-0019.
- e. Loss, if any, under this policy shall be adjusted with Recipient and the proceeds, at the direction of the US Government, shall be payable to Recipient, and proceeds not paid to Recipient shall be payable to the Treasurer of the United States of America."

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

ATTACHMENT B

SELF-INSURANCE REQUIREMENTS FORM

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

1. PUBLIC LIABILITY AND PROPERTY DAMAGE

a. Required minimum amounts of insurance listed below:

\$	N/A	Fire and Extended Coverage
\$	1,000,000	Third Party Property Damage
\$	1,000,000	Third Party Personal Injury Per Person
\$	1,000,000	Third Party Personal Injury Per Accident

2. SELF-INSURANCE REQUIREMENTS: If your organization is self-insured, please provide evidence of self-insurance which meets or exceeds the insurance liability amounts in Item # 1.

The following information, written on your organization's letterhead, is also required:

- A brief description of your organization's self-insurance program, with reference to statutory or regulatory authority establishing the self insurance program.
- The name and telephone number of your organization's self-insurance program administrator.
- Reference the appropriate military facility and cooperative agreement number.

3. IF YOUR SELF-INSURANCE PROGRAM DOES NOT MEET THE ABOVE MINIMUM REQUIREMENTS:

• Provide evidence of Excess Liability Insurance in the amount necessary to meet or exceed the minimum requirements in Item #1 above.

• The following endorsements are required for Excess Liability insurance policies:

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

b. "The Commanding Officer, Naval Facilities Engineering Command San Diego, CA shall be given thirty (30) days written notice prior to making any material change in or the cancellation of the self insurance program."

c. "The United States of America (Department of the Navy) is added as an additional insured in operations of the policyholder at or from the premises licensed/leased from the United States".

d. "This insurance certificate is for use of facilities at Naval Base Ventura, San Nicolas Island, CA.under this Cooperative Agreement, No. N62473-15-2-0019.

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

ATTACHMENT C

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: **N62473-15-2-0019**.

(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.

Issue by and admin DoDAAC is N62473/RAQE0

Pay Official DoDAAC is N68732

(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	N/A
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_RAQE0_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)

252.204-0001 Line Item Specific: Single Funding. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.