

SCOPE OF WORK FOR
NATURAL RESOURCES WILDLIFE RAPID RESPONSE AT THE MARINE CORPS AIR
GROUND COMBAT CENTER, TWENTYNINE PALMS, CALIFORNIA

TABLE OF CONTENTS

SECTION LETTER	TITLE	PAGE
A	INTRODUCTION	2
B	PURPOSE	2
C	LOCATION	2
D	DESIGNATED REPRESENTATIVES	2
E	PERIOD OF PERFORMANCE	3
F	PROVISIONS TO THE RECIPIENT	4
G	GENERAL REQUIREMENTS	4
H	SPECIFIC REQUIREMENTS	8
I	MEETINGS/COORDINATION	8
J	SUBMITTALS AND SCHEDULES	8
K	DATA AND PUBLICATION	9
L	RELEASE OF INFORMATION	10
M	SAFETY	10
N	HOLD HARMLESS	11
O	INSURANCE	12
P	PAYMENTS	13
Q	EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT REPORTING	14
Attachment A	INSURANCE REQUIREMENTS	17
Attachment B	WAWF INSTRUCTIONS	20

A. INTRODUCTION

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

Significant natural resources and wildlife exist on MCAGCC. Such wildlife often inhabit areas on MCAGCC property that are in close proximity to military training, facilities maintenance activities, hazardous material, and/or electrical currents. Birds often times nest in trees and on rooftops and fall near buildings. The federally threatened Agassiz's Desert Tortoise, on occasion, have wandered into military training zones. When the proximity of wildlife to the aforementioned activities/materials produces a safety concern for the animal or military personnel and/or results in restricting military access, action must be taken to alleviate the situation. The animal must be rescued/picked-up and removed from the site or transported to a licensed wildlife rehabilitation agency or organization. For the purposes of supporting the military mission and allowing continued training and operations, it is vital that the causes of injury of sensitive wildlife as they change over time be researched to allow the Marine Corps to meet its monitoring and conservation obligations under a variety of natural resource requirements, including but not limited to the Migratory Bird Treaty Act and the Sikes Act, and identify appropriate proactive adaptive management practices. Regulatory drivers include the Endangered Species Act and Migratory Bird Treaty Act (wildlife affected often fall under the Migratory Bird Treaty Act species list). This project ties into the Integrated Natural Resources Management Plan by providing quality management of species, complying with regulatory drivers, and providing research on impacts to wildlife from daily operational activities at the installation, as well as minimizing that impact by providing rehabilitation services to wildlife - thus supporting the military mission.

B. PURPOSE

This Cooperative Agreement, as detailed below, is for implementing the Wildlife Rapid-Response program of the Environmental Affairs Division at MCAGCC. The Department of the Navy (Navy) Naval Facilities Engineering Command Southwest (NAVFAC SW) will administer this Cooperative Agreement.

C. LOCATION

Work will include office and field duties at the MCAGCC installation, as well as off-site support.

D. 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 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 (IR) is Walter Christensen, Environmental Affairs Division, MCAGCC Twentynine Palms CA 92278; telephone (760) 830-5200 and email: walter.christensen@usmc.mil.

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

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

5. 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.

6. The Recipient will designate at time of proposal submission the individual within their organization who is authorized to negotiate with the Cooperative Agreement Administrator. The designation will stipulate the individual's authority to commit the Recipient.

E. PERIOD OF PERFORMANCE

The period of performance covered by this Cooperative Agreement is 12 months upon award with up to 4 twelve (12) month Option Years, that, if all are exercised, will extend the period of performance by another 48 months. The end date is the anticipated date that the Final Report is accepted by the Government. In the event that an option year(s) is exercise, a cumulative report consisting of the base and all option years will be the Final Report. The parties may extend the term of this Cooperative Agreement by written modification. The total duration of this Cooperative Agreement, including the Option Years and any time-extension modifications, shall not exceed 60 months. The Option Years are subject to the availability of funds and may be exercised unilaterally.

A fifteen (15) day period, starting on date of award, will be used for the Recipient to provide preliminary documents to the CAA and CATR. Documents include, but are not limited to, Insurance

documents/certificates and a Draft Work Plan. Recipient may not begin performance until preliminary documents are submitted and accepted/approved as appropriate.

F. PROVISIONS TO THE RECIPIENT

MCAGCC agrees to the following terms for this cooperative project:

1. MCAGCC agrees to provide any tools required to complete on-site work, including a Government computer and access to the MCAGCC network, and access to a Government vehicle for travel within the MCAGCC footprint.

2. Funding. MCAGCC agrees to provide funds to support the following budget estimate

Personnel

1 full time Natural Resources Specialist (12 months)

Supplies

Field supplies and gear as needed

G. GENERAL REQUIREMENTS

1. The Recipient shall provide all labor, management, supervision, tools, materials, equipment, transportation, meals, and lodging for him/herself and his/her personnel. All Recipient equipment is subject to inspection and approval by the IR.

2. Recipient shall provide all equipment (unless otherwise stated) and analyses necessary to complete the work described within this Cooperative 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 Cooperative 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#)

3. The Recipient shall visit the study/project area as often as necessary and within the time limits stated below to accomplish the purposes of the Cooperative Agreement as detailed further in this Scope of Work. It is the Recipient's responsibility to obtain security, entrance, and/or photographic clearances for himself/herself and his/her personnel onto the Installation. It may be that only government personnel may be permitted to take photographs. The Recipient must comply with all security rules, regulations, requirements, and day-to-day operational changes thereto. Unannounced changes to day-to-day operational procedures may, at times, prohibit the Recipient access to study/project sites. While on the installation, the Recipient shall abide by all applicable rules and regulations issued by the Commanding Officer. The Recipient may be subject to inspections for contraband while on Government property.

4. The Recipient shall manage the total work effort and assure fully adequate and timely completion of services required under this Cooperative Agreement. Included in this function shall be a full range

of management duties including, but not limited to, planning, scheduling, inventory, analysis, quality control, and for meeting professional industry standards for conducting scoped activities of this Cooperative Agreement.

5. The Recipient shall provide a Biologist/Natural Resource Specialist capable and qualified to meet the requirements of the Scope of Work. This person shall have, at the minimum:

- A Bachelor's degree in wildlife biology, natural resources management, ecology, or similar field of study
- Demonstrated ability to obtain Authorized Biologist status from the US Fish and Wildlife Service for clearance surveys and handling/moving of Agassiz's desert tortoise
- Proficiency in Microsoft Office word processing, Excel spreadsheets, and presentation software and ability to communicate in English, both orally and in writing

Any change to the Biologist/Natural resource specialist after award of Cooperative Agreement, shall require approval by the CAA

6. The Government reserves the right, during the term of this Cooperative Agreement, to review work histories of any Recipient's employee for the purposes of verifying compliance with the above requirements. The Government may, in its sole discretion, determine that an employee is noncompliant and require substitution of a compliant employee and such requirement shall not be grounds for equitable adjustment or claim. The Government may, in its sole discretion, reject a proposed employee.

7. If the Biologist/Natural Resource Specialist is unable to conduct the duties as described in this Scope of Work, including for reasons unrelated to this project, the Recipient shall replace the individual without any loss in service provided to the Government. The Government may, in its sole discretion, reject the proposed replacement employee.

8. Personnel assigned to, or utilized by, the Recipient in performance of work shall be fully capable of performing the contemplated functions of the respective labor categories in an efficient, reliable, and professional manner.

9. **Security Clearance:** All personnel working on this Cooperative Agreement shall be United States citizens or shall carry a valid U.S. Immigration Alien/Registration card. The Recipient shall be responsible for obtaining any security clearance, certifications, licensing, and proof of citizenship/alien status that may be required by personnel to support tasks performed under this contract.

10. The Recipient is responsible for providing information required for obtaining clearances, permits, passes, or security badges required for personnel or equipment access. This includes information required for police or background checks or investigations and all other requirements of the issuing activity. Since base access is required for this Cooperative Agreement, CAC access will be needed. The Recipient shall provide all necessary information to the Government to allow access privileges.

11. All Non-Government personnel working on the Base are required to obtain credentials for entry. Marine Corps Base Camp Pendleton recently implemented the Defense Biometric Identification

System (DBIDS), a new Physical Access Control System. Recipients and vendors on official business without CAC access must obtain a DBIDS credential/pass. The Cooperator must immediately report instances of lost or stolen badges to the Grants Officer. Failure of Cooperator personnel to obtain entry approval will not affect the Cooperative Agreement price or time of completion. All Cooperator personnel shall become familiar with and obey all Government regulations including fire, traffic, and security regulations.

12. The Recipient is responsible for ensuring such clearances, permits, passes, or security badges are promptly returned to the issuing activity upon termination of an employee, completion of a project, or termination of this Cooperative Agreement.

13. The Commanding Officer of MCAGCC has broad authority to remove or exclude any person in fulfilling his responsibility to protect personnel and property, to maintain good order and discipline, and to ensure the successful and uninterrupted performance of the Marine Corps mission. In the exercise of this authority, the Commanding General may refuse to grant personal entry passes or may bar employees, including employees who have been granted a personal entry pass. Refusal to grant an employee a personal entry pass of an employee may necessitate the replacement of the employee by the Recipient to continue performance under this Cooperative Agreement.

14. **Work Control.** The Recipient shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking of work in progress. The Recipient shall plan and schedule work to assure material, labor, and equipment are available to complete work with the quality standards established herein.

15. **Work Schedule.** All work shall be performed and completed in accordance with the time frames established in the Work Plan for each item of work. The schedule shall list the type of work to be performed and the estimated time to complete the work. The initial work schedule shall be submitted to the CATR and IR for approval within 30 calendar days after issuance of the Cooperative Agreement. Changes to the schedule shall be submitted to the CATR and IR for approval.

16. Throughout the term of this Cooperative Agreement the CATR and the IR shall be afforded the opportunity by the Recipient to periodically review data analyses, summaries, (figures, tables, etc.), or any record deemed appropriate by the CAA in establishing the Recipient's performance in fulfilling the requirements of this Cooperative Agreement.

17. The Recipient's employees shall observe and comply with all Base rules and regulations applicable to personnel, including those applicable to the safe operation of vehicles, and shall not be present in locations not required for the proper performance of this Cooperative Agreement.

18. Personnel performing work under this Cooperative Agreement shall be readily identifiable as an employee of the organization through the use of uniforms or name tags, or via an alternate method approved by the Grants Officer.

19. Personnel and equipment entering a military installation are subject to security checks. Personnel shall follow any direction given by Military Police or other security or safety personnel.

20. **Correspondence** – The Recipient shall provide copies of all correspondence to CATR and IR.

The Cooperative Agreement number shown in the heading of this scope of work shall be used on all reports and correspondence relative to this Cooperative Agreement.

21. Oral Directions – Verbal directions, instructions, explanations, commitments and/or acceptances conveyed to the Recipient or their personnel by any Government employee shall not be construed by the Recipient as a change in scope to this Cooperative Agreement. Any change or changes in scope of work must be issued to the Recipient, in writing, by the Grants Officer to be binding on the Government.

22. Public Affairs – The Recipient shall refer all press (media) or public contacts, in matters of public concern, to the IR and shall notify the CATR of their actions. The personnel shall not discuss any issues with the press or public contacts until authorization has been obtained from the IR and Navy's Public Affairs Officer. The contractor shall not make available to the news media, nor make public disclosure of, any data resulting from actions in this Cooperative Agreement. The Recipient may not distribute reports or data to any other source, unless specifically authorized by the IR and Navy's Public Affairs Officer.

23. Ownership of Data and Materials – With exception to research data, title to all data recovered or generated under this solicitation is vested with the U.S. Marine Corps.

24. Security – Since the materials and data, with the exception of research data, generated under this solicitation are the property of the Government and since the Recipient will be acting as an agent of the Government, the Recipient shall continually provide for the secure safekeeping of the data, or any other material in their custody.

25. Publicity – The Recipient shall not present the material in any format nor release for publication any article, sketch, photograph, report, account, or any other material of any nature pertaining to the work for which services are performed under the terms of this Cooperative Agreement unless written permission is obtained from the IR and Grants Officer.

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

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

28. Sections of this Cooperative Agreement may be added to, deleted, or modified during the year to reflect project changes or new information, such as program cost increases or manpower requirements. Any management activities not specifically provided for within this Scope of Work that are deemed necessary to carry out this Cooperative Agreement shall be discussed with and mutually agreed to by the Recipient, CATR, CAA and IR prior to implementation by the Recipient.

Changes to this Agreement will be made effective only through a Cooperative Agreement modification signed by the Recipient and the Grant Officer.

H. SPECIFIC REQUIREMENTS

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

1. Implement the Wildlife Rapid Response Program by ensuring timely response to on-base calls of injured, trapped, or dangerous wildlife (e.g. snakes, desert tortoises, birds, etc.). Remove wildlife and transport to on- of off- base veterinarian, or otherwise follow based developed SOPs. Ensure on-base military personnel and contractors are made aware of and follow base-developed SOPs by developing educational and interpretive materials, as necessary, and conduct outreach to on-base and contractor personnel.
2. Implement the desert tortoise clearance survey program for rapid-response tortoise clearance surveys of facilities and training operation footprints. These rapid-response surveys require on-call personnel for routine or emergent small 1-3 day clearance efforts to detect desert tortoise sign, burrows, and individuals, and flag any active tortoise burrows and remove any individuals likely to be impacted by base activities.
3. Conduct any additional rapid reconnaissance as it relates to wildlife management on base (e.g., rare animal/plant sightings and verification and post rain event wildlife monitoring)
4. Maintain GIS layers and conduct data management for the rapid response program, and ensure GIS layers are integrated into MCAGCC's GIS Natural Resources database.

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

I. MEETINGS/COORDINATION

1. The Recipient or his/her designee will attend (in person) a kick-off meeting with the CATR and IR. The CATR shall arrange the meeting. The meeting shall take place within 10 working days of the Cooperative Agreement award. The purpose of the kick-off meeting is to discuss any questions the Recipient may have regarding the Cooperative Agreement and lay out the framework for accomplishing the requirements.
2. The Recipient shall be available throughout the Cooperative Agreement period for consultation with the CATR and IRs on matters involving data analysis or development of the report/manuscript. These meetings can be either face to face or via phone conference.

J. SUBMITTALS and SCHEDULES

Accident Prevention Plan

An Accident Prevention Plan shall be submitted and approved prior to the commencement of any field work (see Section M).

Monthly Reports

Recipient agrees to submit monthly electronic reports within one week after the end of each month. The reports shall provide a description of the work accomplished during the reporting period, including any challenges encountered and recommendations.

Final Reports (Draft and Final)

At the end of the 12-month base-period of the Cooperative Agreement, and at end of each Option Year, if exercised, the Recipient shall compile a Natural Resources Management Report using all of the monthly reports, analyses, data, and recommendations performed under this Cooperative Agreement.

The report shall be free of grammatical, spelling, and typographic errors. The CATR may reject the draft if the quality of the report (i.e., writing and presentation) is not professional in content or appearance.

The Recipient shall submit electronic copies in Microsoft Word (2013 or later) format of the Draft report to the CATR and IR no later than within 30 days of the expiration of the Cooperative Agreement (or exercised Option Years). A Final report shall be submitted within 10 days after receipt of Government comments. modifications to which the Recipient takes exception, a meeting or telephone conference will be held to settle these differences. If there are unresolved differences, the Recipient will address these in a separate rebuttal document to the CAA.

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

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

K. DATA AND PUBLICATION

1. This Cooperative Agreement is subject to, and Recipient shall comply with, 2 CFR 200.315 concerning "Intangible Property," which includes use of research data. Any information or data protected by federal law will be identified by the Government prior to being provided to Recipient and the Government will notify the Recipient in advance of applicable limitations on such information. Except for 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 Cooperative Agreement and authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. The Department of the Navy (DoN) acknowledges and agrees that the Recipient's fundamental consideration in performing the research under this Cooperative 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 Cooperative Agreement to the DoN 14 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 work was funded by the Marine Air Ground Task Force Training Command (MAGTFTC)”

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

4. The Recipient shall be responsible for ensuring all personnel participating in activities under this Cooperative Agreement have read and acknowledged the DATA AND PUBLICATION provisions of this Cooperative Agreement.

L. RELEASE OF INFORMATION

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

M. SAFETY

The Recipient will be required to develop an Accident Prevention Plan (APP) following the format in Appendix A of the EM 385-1-1, US Army Corps of Engineers Safety & Health Requirements Manual, 30 November 2014 or latest edition. The government CATR will contact the SW EV Safety Office to check if the project may qualify for the Abbreviated APP, prior to directing the recipient to prepare an APP. Additional specific plan or plans is/are required if the project involves work that is potentially hazardous. List of specific plans is located at section (i) of Appendix A of the EM 385-1-1. 1. Potentially hazardous activities include, but are not limited to:

- soil boring or digging test pits (excludes manual collection of de minimis surface soil samples)
- 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
- work within 10 ten feet of high voltage lines, or high pressure gas, steam, or water lines

A Site Safety and Health Plan (SSHP) is also required if the work involves potential exposure to hazardous, toxic or radioactive waste (HTRW). The minimum requirement for the SSHP is in Section 28 (33) of the EM 385-1-1. Include an Activity Hazard Analysis (AHA) for all tasks reasonably anticipated to be performed as part of this scope of work. Format and instructions for the AHA is in section 1 of the EM 385-1-1. As a minimum, references used to develop the APP, SSHP and AHA are: EM 385-1-1 (or latest addition), and Local Activity safety plans and standard operating procedures. When developing the APP, SSHP and AHA, address all sections that are deemed appropriate for performing the work in this CA, while ensuring a safe work environment for all personnel involved. The draft APP, SSHP and AHA have to be reviewed by the Government Designated Authorities (SW EV Safety Office, CATR, ROICC/FEAD) prior to start of field work activities.

NOTE: AHA is an attachment required by the APP. SSHP is also an attachment required by the APP if a project includes potential exposure to HTRW. Government PM should verify with the SW EV Safety Office prior to directing the recipient to prepare a SSHP.

The APP, SSHP and AHA 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 the final APP, SSHP and AHA have been reviewed with each Recipient employee working on this Cooperative Agreement prior to mobilization and start of fieldwork activities.

A Draft and Final APP, SSHP and AHA will be submitted concurrently with the Work Plan but shall be printed under a separate cover from the Work Plan. The final APP, SSHP and AHA shall be immediately accessible to the Site Safety and Health Officer (SSHO) 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. The SSSH is required to have completed the 10-hour OSHA Safety Training.

Man-hour reporting is also required by the EM 385-1-1 and the Unified Facilities Guide Specifications (UFGS) -01 35 26, (February 2012) change 2, 08/13. The recipient will provide a Monthly Exposure Report (MER) and will attach this report to the quarterly (or other specified interval) billing request. The CATR will submit a copy of the MER to the SW EV Safety Office.

Site Assist Visit (SAV). While the recipient is performing the job on-site, a SW EV Safety representative may perform an SAV. The recipient is required to comply with the contents of the final APP (with the AHA and/or SSHP, as applicable). Any modifications to the APP shall be approved first by the GDA prior to continuing work. Also the recipient has to comply with the requirements of the Section 1, Program Management, of the EM-385 -1-1, while at the job site.

N. HOLD HARMLESS

1. The US Government shall not be responsible for the loss of or damage to property of the Recipient and/or his/her representatives, or for personal injuries to the Recipient and/or his/her representatives arising from or incident to the use of government facilities or equipment. Recipient shall indemnify, hold harmless, defend and save Government harmless and shall pay all costs, expenses, and reasonable attorney's fees for all trial and appellate levels and post-judgment proceedings in

connection with any fines, suits, actions, damages, liability and causes of action of every nature whatsoever arising or growing out of, or in any manner connected with, the occupation or use of Government Premises by Recipient, its employees, servants, agents, guests, invitees, and contractors. This includes, but is not limited to, any fines, claims, demands and causes of action of every nature whatsoever that may be made upon, sustained or incurred by the Government by reason of any breach, violation, omission or non-performance of any term, covenant or condition hereof on the part of the Recipient, its employees, servants, agents, guests, invitees, or contractors. This indemnification also applies to claims arising out of the furnishings of any utilities or services by the Government or any interruption therein or failure thereof, occasioned by the negligence or lack of diligence of Recipient or its respective officers, agents, servants or employees. However, this indemnity shall not extend to damages due to the sole fault of the Government or its employees, agents, servants, guests, invitees or contractors. This covenant shall survive the termination of this Cooperative Agreement.

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

O. INSURANCE

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

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

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

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

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

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

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

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

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

P. PAYMENTS

1. Partial payments equal to the amount of work accomplished may be made quarterly during the field work portion; after submittal of the draft report; and after receipt of the final report.

2. The final payment of 20 percent of the Cooperative Agreement overall value shall be paid when the final report and all other submittals listed in Section I have been received and accepted by the CATR.

3. Any requirement for the payment or obligation of funds, under the terms of this Cooperative 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 Cooperative Agreement shall be construed as implying that Congress will, at a later time, appropriate funds sufficient to meet deficiencies.

4. Payments will be made in accordance with Defense Federal Acquisition Regulation (DFAR) 252.232-7006 Wide Area Work Flow Payment Instruction. See Attachment WAWF Instructions for instructions on payment procedures.

Q. EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT REPORTING

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

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

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

If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards. Likewise, if a

subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards to that subcontractor.

END

ATTACHMENT A

SELF-INSURANCE REQUIREMENTS FORM

INSURANCE MUST CONFORM TO ALL THE REQUIREMENTS LISTED BELOW PRIOR TO 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 Marine Corps Air Ground Combat Center under this Cooperative Agreement, No. N62473-19-2-0005."

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

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

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

1. PUBLIC LIABILITY AND PROPERTY DAMAGE

a. Required minimum amounts of insurance listed below:

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

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

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

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

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

d. "This insurance certificate is for use of facilities at Marine Corps Air Ground Combat Center under this Cooperative Agreement, No. N62473-19-2-0005."

e. Loss, if any, under this policy shall be adjusted with Recipient and the proceeds, at the direction of the US Government, shall be payable to Recipient, and proceeds not paid to Recipient shall be payable to the Treasurer of the United States of America."

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

ATTACHMENT WAWF INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
N62473-19-2-0005.

(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/ECOMP
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N62473/ECOMP
Accept at Other DoDAAC	N/A
LPO DoDAAC	N62473/ECOMP
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

[NAVFAC SW ECOMP_inspector@navy.mil](mailto:NAVFAC_SW_ECOMP_inspector@navy.mil)

aaron.hebshi@navy.mil

(g) WAWF point of contact.

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

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

(End of clause)

Please visit the link below for specific line item payment.

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