

## SCOPE OF WORK

### USING TEST PLOTS TO IDENTIFY DROUGHT-TOLERANT, LOW-MAINTENANCE VEGETATION OPTIONS TO DISCOURAGE AIRFIELD USE BY CALIFORNIA SQUIRRELS AND WESTERN BURROWING OWLS (EPR 63042NR113) NAVAL AIR STATION LEMOORE, LEMOORE, CALIFORNIA

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## A. INTRODUCTION

Naval Air Station (NAS) Lemoore hosts 15 operational Strike Fighter squadrons and employs various methods to mitigate the potential for bird-aircraft strikes. Various raptor species represent the greatest Bird/Wildlife Aircraft Strike Hazards (BASH) at the Station. They are attracted to the airfield by the abundance of prey species, including California ground squirrels (*Spermophilus beecheyii*) and other small mammals. Efforts to control the prey base via fumigation and burrow destruction have been employed but offer short-term solutions to this complex problem. Longer-term habitat modifications in and around the two 13,500-foot, parallel but offset, runways at the airfield are needed for sustained BASH mitigation.

The western burrowing owl (*Athene cunicularia*; hereafter BUOW) also occupies the airfield at NAS Lemoore. The BUOW is listed as a Bird of Conservation Concern (BCC) by the United States Fish and Wildlife Service (USFWS), a Species of Special Concern by the California Department of Fish and Wildlife (CDFW), and a Mission Sensitive Species (MSS) by the Department of Defense (DoD). Previous research conducted at NAS Lemoore from 1998 to 2008 indicated an average of 62 BUOW breeding pairs per year, with a maximum of 86 pairs. A population assessment conducted at the Station in 2013 documented 37 pairs. A comparison of results of population assessments conducted on this species indicates this population is low but stable, or potentially experiencing a long-term decline. Though current population estimates are unavailable, the NAS Lemoore BUOW Management Plan recommends initiating research to identify population declines at a trigger point of 32 pairs.

BUOW nest and roost in burrows created by ground squirrels, and methods that modify the airfield environment to exclude or discourage use by ground squirrels at NAS Lemoore will likely also render the airfield unsuitable as habitat for BUOW. BUOW also occupy other areas at NAS Lemoore, including several sites to which BUOW pairs were actively relocated between 2016 and 2020. Monitoring demographics, habitat use, and threats to BUOW on and off the airfield will help to identify critical habitat requirements as well as on-post threats to the species, enabling NAS Lemoore to improve habitat quality in areas outside of the airfield and mitigate the potential loss of suitable habitat on the airfield expected from habitat modifications to reduce the prey base.

## B. PURPOSE

The desired, long-term outcomes of these efforts would be 1) permanent modification of the airfield environment to discourage use by squirrels and, consequently, BUOW and 2) to maintain a stable population of >32 BUOW pairs in grassland areas outside the airfield grounds.

The objectives of this Agreement are to:

- 1) Explore possible drought-tolerant, low-maintenance, low-growing vegetation options to replace the existing grasslands and discourage habitat use by squirrels and BUOW.
- 2) Create test plots at locations on NAS Lemoore to be determined through discussions with the installation representative (IR) to test if the proposed vegetation establishes, how much effort is required, and if it works to discourage use by squirrels and BUOW.
- 3) Passively relocate BUOW occupying test plots prior to planting and monitor BUOW on the airfield and elsewhere on the installation; with monitoring to include standard metrics that allow for population assessment including: abundance/density, productivity, recruitment, and threats, among others [in accordance with Rosenberg and Gervais (2009), Garcia and Conway

(2006) – *Standardized Monitoring Strategies for Burrowing Owls on DoD Installations*, and other relevant literature]. Unbanded owls should be captured and banded to align with long-term monitoring efforts.

- 4) Researchers would assist IR in locating appropriate locations for the establishment of new Artificial Burrow Systems, notify the IR when artificial burrows are in need of maintenance, and make recommendations to improve existing sites to reduce potential threats and improve habitat quality.

## C. LOCATION

Naval Air Station (NAS) Lemoore comprises approximately 18,784 acres in Kings and Fresno counties. There are two primary developed areas on the base: the Operations Area (4,100 acres) and the Administration Area (600 acres). NAS Lemoore maintains an Agricultural Outlease Program wherein it leases approximately 12,776 acres for agricultural purposes, and manages an additional 621 acre as Natural Resources Management Areas (NMRAs).

Note that the work required in this task order will not take place in all of these areas. See below for specific areas where work will be performed.

## D. DESIGNATED REPRESENTATIVES

1. The Cooperative Agreement Administrator (CAA) is Kevin Magennis, Contract Specialist, Naval Facilities Engineering Systems Command, Southwest, 750 Pacific Highway, San Diego, CA 92132, telephone (619) 705-5566, and email [kevin.magennis@navy.mil](mailto:kevin.magennis@navy.mil).
2. The CA Technical Representative (CATR) is Ms. Sandra Baldwin (Code EV22.SB), Senior Natural Resources Specialist for Naval Facilities Engineering Systems Command, Southwest, Environmental Core, 750 Pacific Highway, San Diego, CA 92132, telephone (619) 705-5670, and email [sandra.m.baldwin@navy.mil](mailto:sandra.m.baldwin@navy.mil).

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

3. The Installation Representative (IR) is Dr. Melanie Colón, Natural Resources Manager, Naval Air Station, Lemoore; phone: (559) 998-1074, email: [melanie.colon@navy.mil](mailto:melanie.colon@navy.mil).
4. Any change in scope of work must be issued to the Recipient, in writing, by the Grants Officer to be binding on the government. No government employee has authority to change this CA by oral or written directives, instructions, commitments and/or acceptances or any other manner.
5. For the purposes of this Agreement, the term Recipient shall be **TBD**. The use of the term Recipient in this Agreement includes **TBD** and all designated representative(s).
6. The Recipient will designate at time of proposal submission the individual within their organization who is authorized to negotiate with the CAA. The designation will stipulate the individual's authority to commit the Recipient.

## E. PERIOD OF PERFORMANCE

The proposed period of performance for this CA consists of one (1) 12-month base period and up to four (4) 12-month option periods. The parties may extend the term of the CA by written modification. Total duration of this Agreement, including option periods shall not exceed 60 months. Option periods will be identical in scope and work to the requirements stated below. The exercise of the option periods are subject to the availability of funds and may be awarded 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, Accident Prevention Plans/Site Health and Safety Plans (as applicable), etc. Recipient may not begin performance until preliminary documents are submitted and accepted.

## F. MATERIAL AVAILABLE FOR REVIEW

Recipient and/or his/her representative(s) will have access to the following materials through the CATR. The Recipient shall pay for or replace any items borrowed that are damaged, stolen or lost.

1. Final Prey-Base Reduction Plan for Naval Air Station Lemoore, California (2019)
2. BUOW Monitoring Reports

## 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 CATR.
- 2) 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 Recipient 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 CAs." (**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 Agreement as detailed further in this Scope of Work. It is the Recipient's responsibility to obtain security and entrance clearances and camera passes for himself/herself and his/her personnel onto the Installation. 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 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 experiments and surveys.
- 5) Due to the complexity of work, the Recipient shall provide the following key personnel with the following minimum qualifications:
  - A. Principal Investigator: The Recipient shall designate one person as responsible for ensuring that provisions are in place, project and personnel supervision, quality control and meeting of reporting requirements are met on a daily basis. This person shall have, at the minimum:
    - i. A PhD in Biology or related science.
    - ii. Hold permits for capture and banding of BUOW or ability to obtain such permits within 30 days of award.
    - iii. Experience and knowledge of ecosystem management in relation to: evaluating biological interactions, community changes, and avian ecology that is demonstrated by at least five years of previous work or research experience.
    - iv. Experience of at least two years studying burrowing animals.
  - B. Research Associate: The Recipient shall designate one person as responsible for conducting field and/or lab experiments, completing analyses on data collected and drafting reports. This person shall have, at minimum:
    - i. A Bachelor's Degree in Ecology or related science.
    - ii. Sufficient experience with owls/raptors to allow for listing as subpermittee on banding permit
    - iii. At least one year of experience with studying wildlife-habitat relationships and studying burrowing animals.
  - C. Avian Technician: The Recipient shall have, at the minimum:
    - i. A Bachelor's Degree in Ecology or related science.
    - ii. Preferred Sufficient experience with owls/raptors to allow for listing as subpermittee on banding permit
    - iii. At least 1 year of experience with collecting scientific data in the field.
- 6) The Recipient shall provide the CAA (via the CATR) the names of persons and copies of their resumes being considered for work under this Agreement. The Recipient shall not replace or substitute any staff member without prior written approval by the CAA.
- 7) The Recipient shall work closely with the CATR in planning and carrying out all field activities.

- 8) All work conducted in support of this CA 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.
  - A. At no additional cost to the Government, the Recipient shall be in possession of all necessary permits to conduct the activities stipulated in this Agreement from the state and federal regulatory agencies (i.e., State Department of Fish and Wildlife, U.S. Fish and Wildlife Service (USFWS), National Marine Fisheries Service (NMFS), including an Institutional Animal Care and Use Committee (IACUC) approved protocol, necessary to conduct the activities stipulated in this task order.
  - B. All required permits shall be submitted to the CAA (via CATR) during the kick-off meeting, or prior to the initiation of any fieldwork that requires permitting, whichever comes first. All permits will be submitted as part of the proposal.
- 9) If there is an incident which the Recipient believes may involve “take” of an endangered species and involves an activity permitted under the endangered species permit, the Recipient shall follow the procedures in the permit and notify CATR immediately.
- 10) If there is an incident which the Recipient believes may involve “take” of an endangered species that results from an activity not listed on the permit, the CATR shall be contacted immediately.
- 11) Photography is restricted on NASL. The Recipient and all representatives are required to obtain permission from the CATR prior to taking any photographs on NASL. Only photographs of Agreement-related activities will be permitted.
- 12) Vehicle operators may **not** use cell phones unless the vehicle is safely stopped or the cell phone employs a "hands free" device. Drivers may not hold, dial, text or adjust the phone while the vehicle is in motion. Hands free systems such as ear buds, blue tooth, OnStar and other voice activated or speaker phone systems are authorized. Installation Security personnel can issue military motor vehicle citations to operators in violation of this policy. These citations result in a three-point penalty assessed to the violator's driving record and if a driver accumulates twelve points within a twelve month period or eighteen points within a twenty-four month period he/she is subject to suspension of Installation driving privileges for one year.
- 13) Identification badges, if required, will be furnished based on the individual installation security procedures. Recipient is responsible for all costs, if any, associated with obtaining proper credentials, including participation in the Defense Biometric Identification System (DBIDS) program. The Recipient must immediately report instances of lost or stolen badges to the Contracting Officer. Failure of Recipient personnel to obtain entry approval will not affect the task order price or time of completion. All Recipient personnel shall become familiar with and obey all Government regulations including fire, traffic, and security regulations. Refer to individual task order or Installation requirements provided at the kick-off meeting. Recipient personnel will not be admitted to the work site without approval. Access requirements will be as identified in station policy for each location. Some facilities, or areas within some facilities, restrict access to U.S. Citizens only.
- 14) The Recipient shall notify the IR when a team is going to be on site. All areas involved in the Scope of Work are Federal property that can be accessed by public road.

- 15) The Recipient will adhere to all safety, security and other requirements delineated by NAS Lemoore. Personnel access will be strictly controlled at all times and closely coordinated with the designated IR. Access to the Operations Area at NASL shall be coordinated with the Installation Representative at (559) 998-1074. Personnel working in the Operations Area shall take NAS Lemoore's driving test in order to access areas adjacent to the runways without an escort. All personnel must possess appropriate area access badges and must be U. S. Citizens. Identification badges, if required, will be furnished based on the individual installation security procedures.
- 16) The Recipient shall have DBIDS or fill out all security forms for all personnel who require Installation access and provide them to the Installation Representative no later than two weeks prior to the date that the personnel will need access to the Installation.
- 17) 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 NASL regulations and policies.
- 18) Prior to entering the field each day, the Recipient shall notify the Quarterdeck as to the area or areas where work will be accomplished. Upon returning from the field, the Recipient shall check-in with Quarterdeck by telephone, radio or in-person. The appropriate NASL personnel to contact will be provided to the Recipient prior to development of the Work Plan.
- 19) Staff working on this Agreement shall carry a functioning two-way radio, while conducting fieldwork on the airfield at NASL, to be provided by the Navy. Radios are not required if working at sites outside the airfield. Ground electronics can sign out radios each day staff are on the airfield.
- 20) While on the airfield grounds, vehicles must be equipped with a blinking/rotating amber light so that they can be seen by the tower.
- 21) Environmental Sensitivity. The Recipient shall take precautions to avoid disturbing sensitive habitat, federally listed, rare, or endemic plants, and spreading seed of exotic plant species.
  - A. Recipient must coordinate all vegetation and ground disturbing activities with the IR.
  - B. Under no circumstances are any federally protected plants to be disturbed and/or destroyed when completing the work required in this task order.
  - C. A visual inspection of clothing (especially footwear), vehicles, and equipment followed by removal and appropriate disposal of seeds and accumulated soil is required prior to arriving at the work sites and prior to moving between locations.
- 22) Cultural Sensitivity. The Recipient shall take precautions to avoid cultural sites identified by installation staff. The Recipient will receive instruction on avoiding or minimizing impact to sites by installation staff.
  - A. No ground disturbing activities are to take place without the concurrence from the IR.
  - B. Under no circumstances shall the Recipient violate the Archeological Resources Protection Act.
  - C. If any objects are found that appear to be cultural or archeological resources contact the Cultural Resources Program Manager. If the Recipient accidentally disturbs an

archeological and/or cultural resources site, the Recipient shall leave the site immediately (as intact as possible) and contact the IR.

- D. No buildings will be modified or altered without permission. The Recipient shall not violate the National Historic Preservation Act.
- 23) The primary use of NASL is for its military mission. Without prior notice, designated areas may become closed to the activities of the Recipient. In some cases, due to operations or other circumstances, it may be necessary to deny the Recipient access to portions of NASL for short periods of time. In such cases, the Recipient will be provided notification of such as soon as possible. It is the responsibility of the Recipient to reschedule this work as feasible (if not precluded by long-term access restrictions).
  - 24) Due to the classified nature of the activities at NASL, only those areas directly associated with the specifications of this Agreement may be visited. Restricted areas will only be entered by special permission.
  - 25) Gates have been installed on various roads. When closed or a road block has been placed, they are not to be ignored or circumvented for any reason. If Agreement work is required behind a locked gate, the Recipient will immediately contact the IR so that appropriate arrangements with the US Navy can be made to gain access.
  - 26) No smoking is allowed in the non-developed areas of NASL.
  - 27) All field notes, field data forms, electronic storage of field data, photographs, shapefiles, etc. collected and produced as part of this Agreement are the property of the DoN. Legible copies of the field notes, data forms and other information shall be provided to the CATR at the end of every field year.
  - 28) The data obtained during this Agreement shall be scientifically defensible and suitable for publication. All methods of data collection and analyses shall be standardized with previous studies conducted by the Recipient under past Agreements for this type of work, or when appropriate, analyzed using acceptable new or improved methods as determined in current scientific literature. If changes in analyses make results unfit for comparison with previously collected data, the Recipient shall reanalyze all appropriate data sets for comparison. The CAA shall approve (via the CATR) in advance any changes to previously used experimental designs, methods of data collection and/or analyses, which shall be provided in the Recipient's required Work Plan.
  - 29) The Recipient shall inform the CATR via e-mail of any unusual activity observed while conducting surveys in the field (e.g. trespassers or persons in unauthorized areas). Information should include (a) location, (b) date, (c) time, and (d) any detailed facts regarding the activity.
  - 30) The Recipient shall inform the CATR via e-mail of any unusual animal species observed while conducting surveys in the field (e.g. species which are federally listed or are State of Species of Special Concern). Information should include (a) location, (b) date, (c) time and (d) any detailed facts about the sighting.
  - 31) Throughout the term of this Agreement the CATR shall be afforded the opportunity by the Recipient to periodically observe the Recipient's field activities, to review computer or paper files of raw data, prepared data (such as data analyses, summaries, maps, figures, tables, etc.), or any record deemed appropriate by the CAA in establishing the Recipient's performance in fulfilling the requirements of this Agreement.
  - 32) The DoN, via the CAA, may request updated data including raw data, shapefiles, databases and also presented on maps, figures and/or tables whenever the DoN's need to obtain this



information is before the next report required under Section I of this Agreement. The Recipient shall forward the requested data electronically within ten (10) days from the date of request. If the requested data cannot be provided within this time frame, the Recipient shall forward electronically the most updated raw data to the CAA, via the CATR. The DoN understands that facilitating the requested most updated data may reduce the amount of work that would normally be accomplished during the period of time required to complete the request. The Recipient shall document the amount of efforts and its translated cost estimate that would have been incurred by the Recipient to complete the request for updated data. This document shall be electronically forwarded to the CAA (via CATR) to review so that the DoN will have a firm understanding on the amount of work displaced that would have normally been accomplished during the period of time required to complete the request.

- 33) Sections of this 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 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 an Agreement Amendment signed by the Recipient and the Grant Officer.

## H. SPECIFIC REQUIREMENTS

The following specific work requirements for this CA shall be consistent with the requirements of the critical habitat exclusion and all pertinent federal, state and local laws and regulations. All work shall be coordinated with the CATR.

### BASE Tasks:

**1. Evaluate ability of drought-tolerant, low-maintenance, and low-growing vegetation to discourage ground squirrel and BUOW habitat use**

The Recipient shall conduct experiments (test plots) to examine how changing vegetative communities may affect the likelihood for habitation of ground squirrels and BUOW. Population monitoring of BUOW is the major component.

**2. Passively relocate BUOW** occupying test plots prior to planting and monitor BUOW on the airfield and elsewhere on the installation; with monitoring to include standard metrics that allow for population assessment including: abundance/density, productivity, recruitment, and threats, among others [in accordance with Rosenberg and Gervais (2009), Garcia and Conway (2006) – *Standardized Monitoring Strategies for Burrowing Owls on DoD Installations*, and other relevant literature]. Unbanded owls should be captured and banded to align with long-term monitoring efforts.

**3. Ground Squirrel Visual Surveys.** This task is solely for visual surveys, which shall be conducted to quantify squirrel use in areas prior to planting and immediately following planting. Surveys shall be performed in accordance with the Prey-Base Reduction Plan (PBRP) for NAS Lemoore (August 2019). This information will help NAS Lemoore ascertain the effectiveness of management choices.

**4. Draft/Final Report**

The draft and final report shall be submitted in accordance with Section J. Submittals and Schedules. The report shall be in scientific format and include the following: 1) Title page showing title, date, CA number, CATR contact information; 2) Sub-title page showing title, prepared by and for listings, date and recommended citation; 3) Table of contents; 4) Abstract or Executive Summary; 5) Introduction; 6) Methods; 7) Results; 8) Discussion; 9) Conclusions (to include synthesis with previous work and recommendations for future study); 10) Legible copies of the field notes, data forms and other information (shapefiles, photo/video or other electronic material, as appropriate).

In accordance with the California Cooperative Ecosystem Studies Unit Cooperative (CESU) and Joint Venture Agreement, Article II. Statement of Work, the CATR agrees to provide substantial involvement to include, but are not limited, the following:

- NAVFAC SW CATR is involved in the development of study methodology, data gathering, analysis, and/or report writing.
- NAVFAC SW CATR actively participates and collaborates in carrying out the project plan of work and review.
- NAVFAC SW CATR incurs in-kind or direct expenditures in carrying out the activities specified in the statement of work.

**I. OPTIONS**

The exercise of the options are subject to the availability of funds and may be awarded unilaterally at any time over the course of the agreement. Options may be exercised up to **four times**.

**Option Periods 1, 2, 3, and 4:** - Are identical in scope and work to the requirements stated above under the Base Period, building on the prior year experiments and will have a period of performance of 12 months each.

**J. MEETINGS/COORDINATION**

1. The Recipient or his/her designee will ensure coordination of all activities with the CATR via email.
2. The Recipient shall be available on an intermittent basis throughout the Agreement period for consultation with the CATR on matters involving data collection, analysis, reporting, or other matters related to this CA.

**K. SUBMITTALS and SCHEDULES**

1. Electronic copies of all submittals/schedules/deliverables (examples include, but are not limited to, draft/interim/final reports, progress reports/monthly reports) will be provided to the CAA for retention in the official Agreement file.

Recipient shall adhere to following schedule, unless otherwise approved by CAA and CATR.

2. Submittals and Deliverable Schedule

Deliverable	Due Date	Delivery Type/Format
Progress Reports	By the 7 <sup>th</sup> of each month	Electronic
Draft report	45 calendar days following end of the	Electronic

	annual field season	
Final report to be submitted	30 calendar days after receipt of Government comments	Electronic

- a. Permits. A copy of all permits required for the work described in this Agreement shall be provided at the kick-off meeting (if not already submitted).
- b. The government will have a 30 calendar day review period from receipt of the draft reports to comment. The final reports shall be submitted within 30 calendar days of receipt of Government comments. If necessary, the government will have a 15 calendar day review period from receipt of final reports (with comments incorporated) for government review of documents to ensure comments were adequately addressed. If review and acceptance by government is not completed within the 30 day review period, constructive acceptance will be deemed to have occurred and final deliverables can be submitted. Only the CAA has the authority to make changes to the 30 day review period.
- c. The Recipient shall provide all required draft reports as electronic files, either as email attachments, sent to the CATR on CD, or downloadable via FTP site. The Recipient shall provide three (3) bound copies of the final deliverables, each with an associated CD containing the report, maps, photographs, GIS database, copies of field data sheets, and any pertinent supplemental information.
- d. Submittal/Deliverable Standards: All submittals/deliverables are expected to be of the highest professional quality and will be rejected if any of the following exists:
  - there are typographical errors, spelling, or grammar mistakes; or
  - results and discussion are not tied directly and continually to natural resource management concerns of the installation; or
  - the document is not organized in a manner that flows well; or
  - the document does not provide appropriate context, background, literature review, and comparison to other relevant studies, locations, and similar species.
  - The appropriate style guide is not adhered to (in most cases this is the JWM or CSE).
- e. The draft report shall be a complete document that has been proofread for spelling and grammatical errors and contains all text, figures, graphics, photographs and tables provided for review.
- f. Data. All raw data, data sheets and electronic databases (including GIS data) shall be available at the request of the CATR submitted as appendices or supplemental information with the draft Annual Report. If too large to be included with the other draft submittals, the Electronic databases shall be submitted on a labeled CD-ROM. The final versions of these databases will be included on the CD-ROM's attached to the final reports.
- g. Maps
  - 1) All maps created for this Agreement shall be incorporated in the draft and final reports. All maps shall be printed on 8.5 by 11-inch paper or 11 by 17-inch paper folded to match the size of the report(s).
  - 2) All maps shall be printed at an acceptable scale using a State Plane projection, Zone 0405, North American Datum 1983 or USGS. Electronic copies of all maps shall also be provided.

3) All maps created for this Agreement shall contain the following information: (a) title, (b) scale bar, (c) legend, (d) date, (e) north arrow, and (f) notation identifying who prepared the map.

h. Photographs

The Recipient will document and record pertinent aspects of the work using color digital imagery. The Recipient will provide camera and all necessary equipment. Photographs of activities documented shall be included as an appendix on CD ROM. All photographs shall become DoN property and shall be submitted with the final report. All original photographs shall be appropriately labeled with information to include:

- date
- location (specific place name, LAT/LONG, bearing, and Installation)
- subject/activity
- activity documented
- identification of any people in the picture
- photographer

If photo is requested to be used for public dissemination (social media, newspaper, public reports), NBVC PAO will review and approve prior to dissemination.

## L. DATA AND PUBLICATION

1. This CA 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 CA.

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 U.S., Navy.”

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.

## **M. RELEASE OF INFORMATION**

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

## **N. 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. 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 handling 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 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 CA 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 CA. The SSHO 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.

## **O. HOLD HARMLESS**

1. The Government shall not be responsible for the loss of or damage to property of the Recipient and/or his/her representatives, or for personal injuries to the Recipient and/or his/her representatives arising from or incident to the use of government facilities or equipment. Recipient shall indemnify, hold harmless, defend, and save Government harmless and shall pay all costs, expenses, and reasonable attorney's fees for all trial and appellate levels and post-judgment proceedings in connection with any fines, suits, actions, damages, liability and causes of action of every nature whatsoever arising or growing out of, or in any manner connected with, the occupation or use of Government Premises by Recipient, its employees, servants, agents, guests, invitees, and Recipients. 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 Recipients. 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 Recipients. This covenant shall survive the termination of this CA.

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

## **P. INSURANCE**

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

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

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

3. The Recipient at its sole cost and expense, may insure its activities in connection with this CA by maintaining a program of self-insurance that complies with the requirements of this Section O, 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 A to this CA. (The self-insurance clause is applicable only to appropriate state and local governments and qualifying institutions of higher education who provide evidence of a self-insurance program in accordance with this Section and Attachment A, Section 2.)

4. During the entire period the CA shall be in effect, the Recipient shall require its Recipients or agents or any Recipient performing work at the Recipient’s or agent’s request on the affected Government Premises to carry and maintain the insurance required below:

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

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

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

**Q. PAYMENTS**

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

2. The final payment of 15 percent of the CA overall value shall be paid when the final report and all other submittals listed in Section J have been received and accepted by the CATR.
3. Any requirement for the payment or obligation of funds, under the terms of this Agreement, shall be subject to the availability of appropriated funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 USC §1341 et seq. Nothing in this Agreement shall be construed as implying that Congress will, at a later time, appropriate funds sufficient to meet deficiencies.
4. Payments will be made in accordance with Defense Federal Acquisition Regulation (DFAR) 252.232-7006 Wide Area Work Flow Payment Instruction. See Attachment C WAWF Instructions for instructions on payment procedures.

## **R. 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 Recipient to report information on subcontract awards. The law requires all reported information be made public, therefore, the Recipient is responsible for notifying its subRecipients 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 Recipient shall report the following information at <http://www.fsrc.gov> for each first-tier subcontract:

- (a) Unique identifier (DUNS Number) for the subRecipient receiving the award and for the subRecipient's parent company, if the subRecipient has one.
- (b) Name of the subRecipient.
- (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 Recipient).
- (g) SubRecipient's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (h) SubRecipient'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 Recipient shall report the names and total compensation of each of the five most highly compensated



executives for the Recipient's preceding completed fiscal year at <http://www.ccr.gov>, if –

(a) In the Recipient's preceding fiscal year, the Recipient received –

- (i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and CAs; and
- (ii) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and CAs; 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 Recipient shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subRecipient for the subRecipient's preceding completed fiscal year at <http://www.fsrs.gov>, if

(a) In the SubRecipient's preceding fiscal year, the SubRecipient received –

- (i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and CAs; and
- (ii) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and CAs; 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 Recipient in the previous tax year had gross income, from all sources, under \$300,000, the Recipient is exempt from the requirement to report subRecipient awards. Likewise, if a subRecipient in the previous tax year had gross income from all sources under \$300,000, the Recipient does not need to report awards to that subRecipient.

**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 CA number.

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

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

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

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

b. "The Commanding Officer, Naval Facilities Engineering Systems Command 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 Air Station, Lemoore under the CA, No. N62473-21-2-0014."

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



**ATTACHMENT A (Continued)**  
**NON SELF-INSURED 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. 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 Systems 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 Air Station, Lemoore, CA under this CA, No. N62473-21-2-0014."
- e. Loss, if any, under this policy shall be adjusted with Recipient and the proceeds, at the direction of the 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 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 Recipient shall--

(1) Have a designated electronic business point of contact in the Central Recipient 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 Recipient should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(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 Recipient must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order: **N62473-21-2-0014**

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

**NAVY CONSTRUCTION/FACILITIES MANAGEMENT INVOICE**

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

(3) Document routing. The Recipient 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	<b>N68732</b>
Issue By DoDAAC	<b>N62473/ECOMP</b>
Admin DoDAAC	<b>N62473/ECOMP</b>
Inspect By DoDAAC	<b>N62473/ECOMP</b>
Ship To Code	<b>N/A</b>
Ship From Code	<b>N/A</b>
Mark For Code	<b>N/A</b>
Service Approver (DoDAAC)	<b>N/A</b>
Service Acceptor (DoDAAC)	<b>N62473/ECOMP</b>
Accept at Other DoDAAC	<b>N/A</b>
LPO DoDAAC	<b>N62473/ECOMP</b>
DCAA Auditor DoDAAC	<b>N/A</b>
Other DoDAAC(s)	<b>N/A</b>

(4) Payment request and supporting documentation. The Recipient 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 Recipient 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)

[sandra.m.baldwin@navy.mil](mailto:sandra.m.baldwin@navy.mil)

(g) WAWF point of contact. (1) The Recipient 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)