

SCOPE OF WORK FOR  
Eradication of the Argentine Ant (*Linepithema Humile*) on Naval Base Coronado, Naval  
Auxiliary Landing Field San Clemente Island, CA  
N62473-22-2-0003  
FY2022

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## **A. PURPOSE**

This Cooperative Agreement outlines terms and the cooperative effort of the Department of the Navy, Navy Facilities Engineering Systems Command, Southwest (NAVFAC SW), on behalf of Naval Base Coronado (NBC), for implementing a cooperative program to continue the Argentine ant eradication program on San Clemente Island (SCI). The goal of this project is to continue to treat infested areas of Argentine ants, to develop alternative treatment formulations and protocols for persistent populations, and to continue to test and implement innovative monitoring tools. The project will culminate in a final report documenting treatment efficacy and monitoring results.

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

## **B. LOCATION**

The eradication program is to be implemented on San Clemente Island

## **C. DESIGNATED REPRESENTATIVES**

1. The Cooperative Agreement Administrator (CAA) is Kevin Magennis, Contract Specialist, Naval Facilities Engineering Systems Command Southwest, 750 Pacific Highway, 12<sup>th</sup> Floor, San Diego, CA 92132-5190 telephone (619) 705-5566, and email: [kevin.e.magennis.civ@us.navy.mil](mailto:kevin.e.magennis.civ@us.navy.mil)

2. The Cooperative Agreement Technical Representative (CATR) is Dr. Aaron Hebshi, Senior Natural Resources Specialist, Naval Facilities Engineering Systems Command, Southwest, 750 Pacific Hwy, 12<sup>th</sup> Floor, San Diego CA 92132; telephone (619) 705-5559 and email: [aaron.j.hebshi.civ@us.navy.mil](mailto:aaron.j.hebshi.civ@us.navy.mil)

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

3. The Installation Representative (IR) is Melissa Booker, Wildlife Biologist, Environmental Division, Naval Base Coronado, PWO Bldg. #3. PO Box 357088, San Diego, CA 92135. telephone (619) 408-0394 and email: [melissa.booker@navy.mil](mailto:melissa.booker@navy.mil).

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

4. Any change in scope of work must be issued to the Cooperator, in writing, by the Grants Officer to be binding on the US Government. No US Government employee has authority to change this Cooperative Agreement by oral or written directives, instructions, commitments and/or acceptances or any other manner.

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

#### **D. PERIOD OF PERFORMANCE**

The base period of performance covered by this agreement is approximately 12 months (i.e., through May 2023) upon award. The proposed period consists of the 12-month base period and four (4) consecutive 12-month option periods. The end date is the anticipated date that the Final Report is accepted by the Government. The option periods are subject to the availability of funds and may be unilaterally awarded by the Government during the previous Option Period or Base Period. .

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

#### **E. PROVISIONS TO THE COOPERATOR**

1. Air Transportation: The US Navy will provide the Recipient and/or his staffs with no-cost air transportation Between North Island and SCI on a regularly scheduled air carrier.

2. Barge Transportation: Vehicles and other non-explosive equipment, supplies, and materials may be shipped to and from SCI on a regularly scheduled barge.

3. Unleaded gasoline and diesel fuel will be provided and can be obtained at Wilson Cove.

4. Medical Facilities: A Dispensary, Building 60126, staffed with a Navy Hospital Corpsman, is located at Wilson Cove, SCI. Service is limited and generally not available to Recipient and/or his personnel except on an emergency basis. MEDIVAC to the mainland can be provided under appropriate circumstances, but the Recipient will incur the charges for this service.

5. Housing: The Navy may provide limited berthing space in the Navy Auxiliary Landing Field SCI Combined Bachelor Housing (Bdlg 121 or elsewhere) on a space available basis at no cost. Navy Gateway housing is also available at a cost to the Recipient.

6. Vehicle: The Navy may permit the use of a Natural Resources Program vehicle for limited times as available, but the Recipient may be required to establish a Job Order Number (JON) through Navy Public Works Transportation and rent a vehicle at SCI as necessary or use a (JON) to support maintenance of a vehicle barged to SCI for the project. No vehicular transportation is provided off of SCI.

7. Work Space: Laboratory, workbench, office, and storage areas are available at the Natural Resources Facility on a space available basis.

8. Meals: Meals are available at the SCI Galley at a cost to the Recipient. Bulk food supplies are provided for the preparation of one meal/person/day at the Natural Resources Facility ready room.

## **F. GENERAL REQUIREMENTS**

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

2. The Cooperator shall provide a Principal Investigator, Project Manager and as many trained technicians as necessary to complete the work.

a. **Principal Investigator (PI)** shall be responsible for personnel hiring and management, and ensuring resources are available to the Project Manager in accordance with this Scope of Work. The PI shall develop the scientific and strategic framework necessary to successfully implement the eradication, and ensure that the project is proceeding according to this framework or direct course changes if necessary to meet program goals. The PI shall oversee deliverable development and

ensure that deliverables are high quality, accurate, and in accordance with the program goals. The PI shall possess:

- A minimum of a PhD in entomology, ecology, or related science discipline;
- A CV demonstrating expert knowledge in Argentine ants, their ecological effects, and eradication/control techniques in wildland habitats (i.e., not facilities pest control);
- An ability to identify ants likely to be found in the California Channel Islands;
- A demonstrated ability to provide administrative, scientific, and human/financial resources to support a conservation program in wildland areas;
- A minimum of 5 years of experience in a Program Management or Principal Investigator position.

**b. Project Manager (PM)** shall be responsible for day to day management of the project, logistics coordination, directing technician tasks, ensuring compliance with the Work Plan and Accident Prevention Plan, drafting deliverables, and acting as the primary point of contact for the project. The PM shall possess:

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

**c. Technician(s)** shall be responsible for completing field and laboratory tasks, data entry, and other duties as directed by the Project Manager. The Technicians shall possess:

- A minimum of a BA/BS degree in Ecology, Entomology, Wildlife Biology or related science discipline
- Demonstrated biological field experience in remote locations
- Pesticide application certification in the State of California

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

3. Windy and/or foggy conditions with highly variable temperatures may be encountered at any time on SCI. Many roads are rough and unpaved, and if wet, should be negotiated using extreme caution and four-wheel drive. Many places on the island have precipitous terrain and may be covered with cactus. The Recipient's transit through such terrain must be done with the highest concern for the safety of personnel and with strict adherence to all Natural Resources Office Guidelines. The speed limit on unpaved roads shall not exceed 25 mph.

4. All work conducted in support of this Agreement shall comply with all federal laws applicable to Command Navy Region Southwest (CNRSW) installations such as the Endangered

Species Act and the Migratory Bird Treaty Act and applicable laws and regulations pertaining to the provision of safe and respectful workplace and to provide a work environment free of harassment and intimidation for such party's own employees and third parties.

5. The Recipient shall manage generated electronic waste (including alkaline batteries), bio-medical waste, hazardous material, hazardous waste, and hazardous waste residues in accordance with federal, state, and NBC regulations and policies.

6. It is the responsibility of the Recipient to obtain Installation Access through coordination with the SCI Natural Resources Operations Manager (619-524-9022). It is the responsibility of the Recipient to ensure that all project staff comply with NBC and SCI policies, regulations, and procedures while at SCI and NBC.

7. Prior to entering the field each day, the Recipient shall notify SCI Police by telephone as to the area or areas where work will be accomplished. Upon returning from the field, the Recipient shall check-in with SCI Police by telephone or in-person.

8. Staff working on this Agreement shall carry a functioning two-way radio while conducting fieldwork on SCI, to be provided by the Navy.

9. No ground disturbing activities may take place at SCI without approval from the Installation Representative and Unexploded Ordnance Technician escort. Additionally, to avoid impacts to federally listed, rare, or endemic plants the Recipient and/or their representatives must coordinate all vegetation disturbing activities with the CNRSW Botany Program Manager. Under no circumstances are any federally protected plants to be disturbed and/or destroyed when completing the work required in this Agreement.

10. Under no circumstances are the Recipient and/or his staff(s) to violate the Archeological Resources Protection Act. If any objects are found that appear to be cultural or archeological resources, contact the CNRSW Cultural Resources Program Manager at (619) 532-2800.

11. No buildings will be modified without permission from the Naval Base Coronado Public Works Officer and the CNRSW Architectural Historian. The Recipient and/or his staff(s) shall not violate the National Historic Protection Act.

12. The Installation Representative and the SCI Police shall immediately be notified of any unusual activity observed while conducting surveys in the field (e.g., trespassers). Information should include location, date, time and any pertinent detailed facts regarding the activity.

13. All personnel must complete Unexploded Ordnance (avoidance) training prior to working on SCI. This can be arranged through the NR OM at (619) 524-9022.

14. Unexploded ordnance may be encountered while conducting fieldwork. Recipient shall not touch or attempt to pick-up any suspected ordnance. Recipient shall place flagging in the general area of the ordnance and notify the Southern California Offshore Range (SCORE) contact, Mr. Les Stone, of the location of the ordnance as soon as possible.

15. The primary use of SCI 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 SCI 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)

16. The Shore Bombardment Area (SHOBA), Training and Range Areas (TARs) and Special Weapons and Tactics Areas (SWATs):

- a. Access requests to mapped range areas (SHOBA, TARs and SWATs) must be made through SCORE. Access to SHOBA, SWATs, and TARs must be confirmed no more than 24 hours prior to access the area.
- b. The Recipient is restricted from entering the SHOBA Impact Areas (I and II) and other areas designated by the SCI OIC as Exclusion Areas due to the presence of unexploded ordnance. At the time of this writing, the following areas are off-limits/exclusion areas: Lemon Tank-Nanny BLU-97 area, Eel Point 40mm Range, and Installation Restoration Site 14.

17. The SHOBA gate key may be obtained from the SCI Police at Building 60151. The Recipient shall call the Police from the SHOBA gate (if the phone is operational) if departure from SHOBA is within one hour of the end of scheduled access time to confirm departure and shall directly return the gate key to Security.

18. Naval Special Warfare Basic Underwater Demolition School (BUDS) and Maritime Operations (MAROPS) SWATs 1 & 2 shall not be accessed unless they are schedule for use by the Recipient, confirmed within 24-hours on the SCORE schedule, BUDS Camp/MAROPS personnel have confirmed that the area is not in use by NSW, and the Bravo Flag is not flying. The Recipient shall further comply with the Procedures for Restricted Area Access (prepared by Jennifer Turner) and the SC Sage Sparrow SWAT 1 & 2 Safety Compliance Form (prepared by Melissa Booker).

19. Due to the classified nature of the activities at SCI, only those areas directly associated with the specifications of this Agreement may be visited. Restricted areas will only be entered by special permission.

20. 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 NR OM at (619) 524-9022 or the Installation Representative (619) 545-7188 or (619) 571-2503 so that appropriate arrangements with the US Navy can be made to gain access.

21. Photography is restricted on SCI. Only photographs of Agreement-related activities are permitted.

22. No smoking is allowed in the non-developed areas of SCI.

## G. SPECIFIC REQUIREMENTS

Cooperative Agreement N62470-13-2-8022 was awarded in 2013 as a pilot study to 1) investigate the feasibility and initiate the development of methodologies to eradicate the Argentine Ant from SCI and 2) develop a monitoring program to determine treatment efficacy and detect future infestations. Cooperative Agreements N62473-15-2-0015 and N62473-18-2-0014 were awarded in 2015 and 2018, respectively, to continue the eradication and monitoring effort. Despite the substantial progress made on eradication and the significant refinement of methodologies, a large amount of acreage still remains infested. Table 1 and Figure 1 show the infestation sites and the estimated remaining infested acreage.

### **Specific requirements include:**

1. Treat approximately 315 acres of infested area, 12 times over the course of the 2022 ant activity season (April-November), in sites determined during the kickoff meeting. The eradication protocol follows the Operational Plan developed under N62473-15-2-0015, but will be adjusted as necessary with regards to application rates, application densities, timing of application, and means of delivery (aerial, hand, bait stations, etc.). Agreement modifications may be needed to account for the challenges inherent in an eradication program and to treat additional acreage. The following option periods may be exercised depending on remaining infestation area and at the discretion of the Government on an annual basis:

Option Period 1: Perform treatment protocol on approximately an additional 88 acres

Option Period 2: Perform treatment protocol on approximately an additional 237 acres

Option Period 3: Perform treatment protocol on approximately an additional 110 acres

Option Period 4: Perform treatment protocol on approximately an additional 105 acres

2. Delineate any new ant population range or areas of current infestation. Delineation shall be documented through GIS coverage within a known projection system and including an attribute table or another form of metadata.

3. Continue to work with Installation pest management personnel to treat ants in and around facilities. Continue to work with Installation residents to assist in detecting ants within and around facilities.

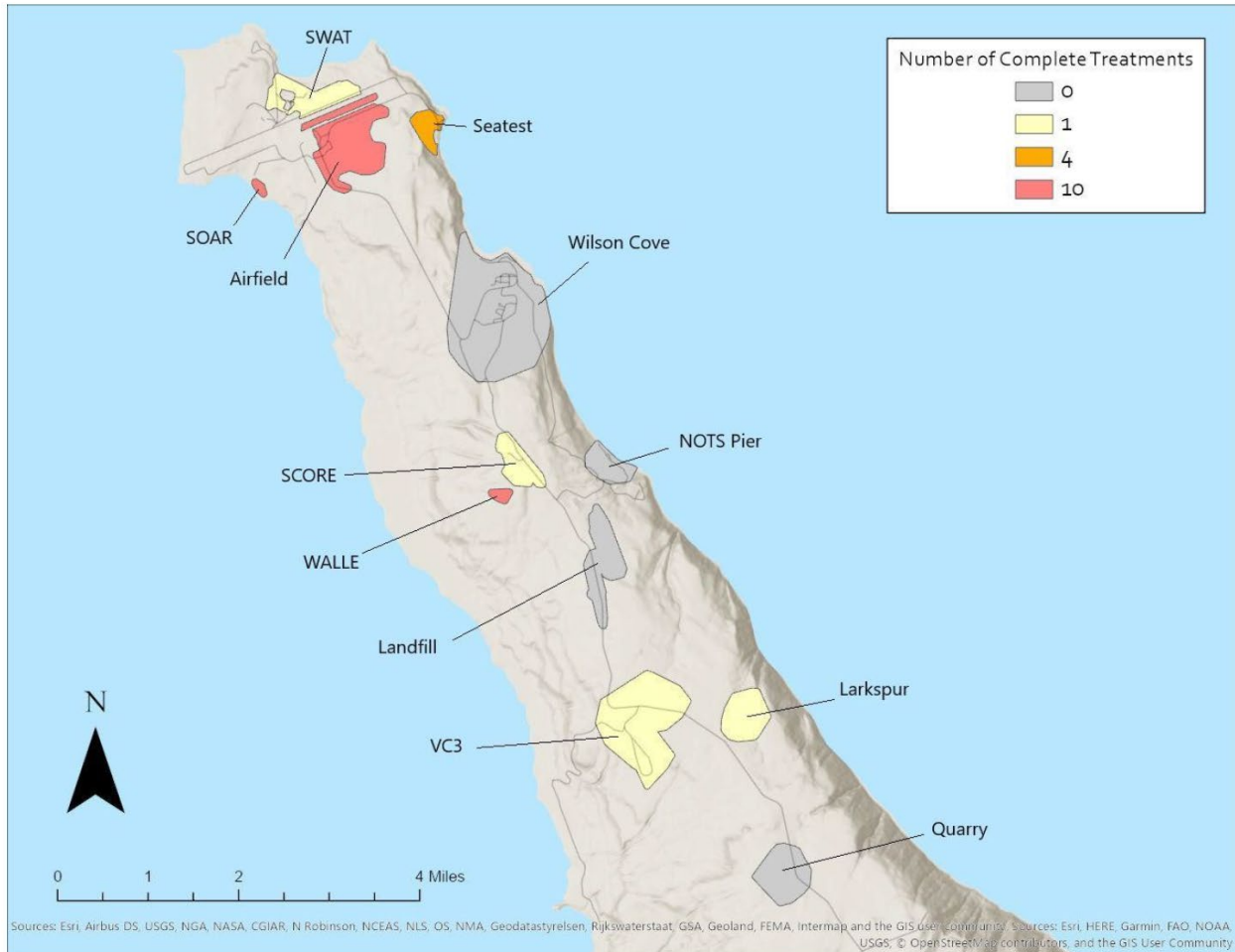
4. Assess Treatment Efficacy. Non-toxic baits and visual searching, shall be used to monitor Argentine ant activity (which is inversely related to treatment efficacy) during and/or after treatment following existing monitoring protocols as outlined in the Operational Plan.

5. Document any unusual animal or plant species, or non-target effects from the insecticide, observed while conducting surveys in the field (e.g., species not known to occur at SCI) shall be immediately reported to the Installation Representative.



**Table 1.** Known Argentine ant infestation locations and sizes as of 2021. Data are derived from delimitation surveys conducted summer 2017-spring 2018.

Site	Area at first delimitation (acres)	Current area with 50m buffer (acres)
Airfield	160	0
Buds	22.3	116.92
Dump	221.7	146.72
Landfill	6.1	(now a single infestation)
Landmine Area	1.2	
Larkspur Canyon	4.1	110.55
Magazine/VC3	84.1/6	359.52 (now a single infestation)
Missile Impact Area	3.2	0
Nots Pier	2.1	71.11
Quarry	18.5	135.91
Ridge Road Tank Trail	7.0	22.0
Score	15.5	83.78
Seatest	49.68	49.68
SOAR	9.05	0
VC3	6	64.2
Wall	4.3	0
Wall Ext	20.3	(now a single infestation)
Wilson's Cove	490.0	588.8 (100m buffer)
<b>Total</b>	<b>1131.13</b>	<b>1749.19</b>



**Figure 1.** Known locations of Argentine ant infestations as of Fall 2021, and 2021 treatment areas.

**H. MEETINGS/COORDINATION**

1. The Cooperator or his/her designee will attend a kick-off meeting with the CATR and Installation representatives to ensure coordination of activities. The CATR shall arrange the meeting. The meeting shall take place within 15 working days of the agreement award. The purpose of the kick-off meeting is to discuss any questions the Cooperator may have regarding the agreement, to decide on treatment site priorities and methodologies, and to discuss other pertinent information on the work to be performed.

2. The Cooperator shall be available throughout the Agreement period for consultation with the CATR and IR on matters involving work progress, data analysis or development of the deliverables. These meetings can be either face to face or via phone conference.

## I. SUBMITTALS and SCHEDULES

Cooperator agrees to submit the following deliverables:

Draft Work Plan	Submitted within 15 days of kickoff meeting
Final Work Plan	Submitted within 15 days after US Government has provided comments on Draft
Draft Accident Prevention Plan	Submitted within 15 days of kickoff meeting
Final Accident Prevention Plan	Submitted within 15 days after US Government has provided comments on Draft
Progress Reports	submitted monthly or quarterly, concurrent with invoicing
Annual Draft Report (and Option Period annual draft reports)	submitted by 31 January 2023, 2024, 2025, and 2026
Annual Final Reports	Submitted 30 days after US Government has provided comments on the Draft
Draft Final Report	Submitted by 31 January 2027
Final Year-end Report	submitted 30 days after US Government has provided comments on the Draft

### Work Plan

The Work Plan shall document the personnel, timeline, methods, and contingencies of the proposed work to complete eradication on the remaining infested sites. Detailed methods can be incorporated by reference to the existing Operational Plan, if relevant. Draft and Final copies of the Work Plan shall be submitted electronically to the CATR and Installation Representative.

### Accident Prevention Plan

The APP shall be provided to document safety procedures, including pesticide and helicopter handling procedures, accident risk minimization, and accident response. Draft and Final copies of the APP shall be submitted electronically to the CATR and Installation Representative.

Progress Reports shall include a summary of work completed to date, work expected during the next reporting period, and any issues encountered. Progress reports shall be one to three pages of text, and accompanied by figures, tables, appendices, or spreadsheets, when relevant.

Annual Reports shall detail the work conducted over the previous calendar year and include the cumulative treatment areas, the remaining infestation areas, methods, and monitoring results. Any logistical or technical issues shall be discussed. Annual Reports shall be submitted electronically or, if requested, in hard copy format to the CATR and Installation Representative.

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

outlined in this Agreement.

The report shall detail methods, results, and discussion based on work accomplished. The Report shall be delivered at the end of the five-year period of performance. The Recipient shall work cooperatively with the Navy to resolve all comments provided by Navy representatives. The final report shall respond to comments from the CATR and Installation Representative on the draft report within 30 days of receipt of government comments and shall be submitted in Word and PDF formats. A total of 4 bound copies are to be submitted with the report title, date and author clearly and permanently affixed to the spine of the binding. A PDF electronic copy is also required on CD. One unbound copy shall be provided to NAVFAC records management with a CD/DVD copy (contact [diane.silva@navy.mil](mailto: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 Agreement.

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

## **J. DATA AND PUBLICATION**

1. All data collected under this and previous Agreements are the property of the U.S. Navy. Raw data and a copy of each reference cited in the Final Report Literature Cited section shall be submitted concurrent with the Final Report. Raw data should, at a minimum, be submitted in hardcopy format. Literature cited articles or sections may be submitted in hardcopy or electronic copy as convenient and/or efficient
2. GPS data collected shall be submitted as coordinate data. The format of data delivery shall be coordinated with the Installation Representative.
3. Photographs: All digital photographs taken for this study shall be submitted with the Final Report to the Installation Representative, and shall become US Navy property. All digital photo files will be labeled with at least the following information: 1) subject/activity, 2) location (specific place), 3) date, and 4) photographer.
4. Any publications produced from this work must be approved by the Installation Representative prior to submission for publication.

## **K. RELEASE OF INFORMATION**

The Cooperator shall not respond to any inquiries about this Cooperative Agreement from the news media or non-governmental organizations or other persons during the term of this Cooperative Agreement unless it has first consulted with the US Government and a

determination appropriately made by the cognizant US Government representative concerning release of information pursuant to the authority (Federal or State) cited by the requester. All inquiries shall be directed to the Installation Representative.

## **L. SAFETY**

The Cooperator will be required to comply with its own Safety policy.

## **M. HOLD HARMLESS**

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

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

## **N. INSURANCE**

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

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

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

3. The Cooperator at its sole cost and expense, may insure its activities in connection with this Cooperative Agreement by maintaining a program of self-insurance that complies with the requirements of this Section M, including coverages specified in Attachment B hereof. Cooperator shall also provide a copy of the exempting statute cited in support of its claim of self-insurance pursuant to Section 2 of Attachment N to this Cooperative Agreement. (The self-insurance clause is applicable only to appropriate state and local governments and qualifying institutions of higher education who provide evidence of a self-insurance program in accordance with this Section and Attachment A, Section 2.).

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

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

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

6. In the event that any item or part of the premises or facilities shall require repair, rebuilding, or replacement resulting from loss or damage, the risk of which is assumed under this Section N, the Cooperator shall promptly give notice thereof to the US Government and, to the extent of its liability as provided in this Section N, shall, upon demand, either compensate the US Government for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the US Government may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the Cooperator for such loss or damage under this Section N, the Cooperator shall effect such repair, rebuilding, or replacement if required so to do by the US Government, and such excess of cost shall be reimbursed to the Cooperator by the US Government. In the event the Cooperator shall have effected any repair, rebuilding, or replacement which the Cooperator is required to effect pursuant to this Section N,

the US Government shall direct payment to the Cooperator of so much of the proceeds of any insurance carried by the Cooperator and made available to the US Government on account of loss of or damage to any item or part of the premises or facilities as may be necessary to enable the Cooperator to effect such repair, rebuilding or replacement. In event the Cooperator shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to the Cooperator, the Cooperator shall promptly refund to the US Government the amount of such proceeds.

## **O. PAYMENTS**

1. Partial payments equal to the amount of work accomplished may be made quarterly during the field work portion; after submittal of the draft report; and after receipt of the final report.
2. The final payment of 10 percent of the Cooperative Agreement overall value shall be paid when the final report and all other submittals listed in Section I have been received and accepted by the CATR.
3. Any requirement for the payment or obligation of funds, under the terms of this Agreement, shall be subject to the availability of appropriated funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 USC §1341 *et seq.* Nothing in this Agreement shall be construed as implying that Congress will, at a later time, appropriate funds sufficient to meet deficiencies.

## **P. EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT REPORTING**

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

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

- (a) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has one.
- (b) Name of the subcontractor.
- (c) Amount of the subcontract award.
- (d) Date of the subcontract award.

- (e) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

- (f) Subcontract number (the subcontract number assigned by the Contractor).

- (g) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

- (h) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

- (i) The prime contract number, and order number if applicable.

- (j) Awarding agency name and code.

- (k) Funding agency name and code.

- (l) Government contracting office code.

- (m) Treasury account symbol (TAS) as reported in FPDS.

- (n) The applicable North American Industry Classification System (NAICS) code.

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

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

- (i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

- (ii) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

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

Unless otherwise directed by the Contracting Officer, by the end of the month following the month of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly



compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at <http://www.fsr.gov>, if

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

#### **Q. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-C/section-200.216>

**END**

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

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

**1. PUBLIC LIABILITY AND PROPERTY DAMAGE**

a. Required minimum amounts of insurance listed below:

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

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

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

b. "The Commanding Officer, Naval Facilities Engineering Systems 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 \_\_\_\_\_ under this Cooperative Agreement, No. *N62473-22-2-0003*."

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

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

**ATTACHMENT 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 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 Marine Corps Air Station under this

Cooperative Agreement, No. N62473-22-2-0003.”

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

**ATTACHMENT B**  
**WAWF WORKFLOW PAYMENT 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: **N62473-22-2-0003**.

(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	<b>N68732</b>
Issue By DoDAAC	<b>N62473</b>
Admin DoDAAC	<b>N62473</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 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.j.hebshi.civ@us.navy.mil](mailto:aaron.j.hebshi.civ@us.navy.mil)

(g) WAWF point of contact.

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

**NOT APPLICABLE**

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

(End of clause)