

SCOPE OF WORK FOR
MANAGEMENT AND RESEARCH FOR HEADSTARTING AGASSIZ'S DESERT
TORTOISE (*GOPHERUS AGASSIZII*) AT MCAGCC, THE MARINE CORPS AIR GROUND
COMBAT CENTER, TWENTYNINE PALMS, CALIFORNIA

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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 Marine Corps Air Ground Combat Center (MCAGCC), Twentynine Palms, for implementing a Cooperative Program to Headstart and Research the Agassiz's Desert Tortoise (*Gopherus agassizii*). Continued operation of this program, coupled with applied research to improve its efficiency and effectiveness, satisfies regulatory requirements in the Installation's Integrated Natural Resources Management Plan and a Biological Opinion issued by the US Fish and Wildlife Service.

B. LOCATION

The Headstart Program for Agassiz's Desert Tortoises at MCAGCC is focused on the growth, survival and maturation of headstarted tortoises and may successfully augment tortoise populations and species recovery. MCAGCC's headstart facility is named TRACRS (Tortoise Research and Captive Rearing Site).

C. DESIGNATED REPRESENTATIVES

1. The Cooperative Agreement Administrator (CAA) is Kevin Magennis, Contract Specialist, Naval Facilities Engineering Command Southwest, 750 Pacific Highway, San Diego, CA 92132-5190 telephone (619) 705-5566, and email: kevin.magennis@navy.mil

2. The Cooperative Agreement Technical Representative (CATR) is Dr. Aaron Hebshi, Senior Natural Resources Specialist, Naval Facilities Engineering Command, Southwest, 750 Pacific Highway, San Diego CA 92132; telephone (619) 705-5559 and email: aaron.hebshi@navy.mil

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

3. The Installation Representative is Dr. Brian Henen, Supervisory Environmental Protection Specialist, Environmental Affairs (EA) Division MCAGCC Twentynine Palms CA 92278; telephone (760) 830-5720 and email: brian.henen@usmc.mil.

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

Representative has no authority to direct or change any work identified in this Cooperative Agreement.

4. The Cooperator is TBD.

5. 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.

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

D. PERIOD OF PERFORMANCE

The period of performance covered by this agreement is approximately 18 months (i.e., through March 2023) upon award. The proposed period of performance consists of the 18-month base period and three (3) consecutive 12-month option periods. The total duration of this agreement, including any option years and/or modifications, shall not exceed 60 months. 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.

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

E. PROVISIONS TO THE COOPERATOR

MCAGCC agrees to the following terms for this cooperative project:

1. Technical Information. MCAGCC agrees to provide detailed information of the Desert Tortoise Head Start Program and any other pertinent installation information upon request by the Cooperator.
2. Access. MCAGCC will provide access to Base for the purposes of this project.
3. Funding. MCAGCC agrees to provide funds to support the following budget estimate:

Item

Personnel

1 Principal Investigator

1 Full-time Project Manager

1 Part-time Research Technician

Operating expenses

Field supplies

Facility maintenance

Research materials & analyses

Travel

Vehicle operating costs

Meals and incidentals

Accommodations

Deliverables

Monthly Progress Reports

Draft Report/manuscript

Final report/manuscript

F. GENERAL REQUIREMENTS

1. The Cooperator shall provide all labor, management, supervision, tools, materials, equipment, transportation, meals, and lodging for him/herself and his/her personnel. All Cooperator equipment is subject to inspection and approval by the Installation Representative.
2. Cooperator shall provide all equipment (unless otherwise stated) and analyses necessary to complete the work described within this 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#)
3. The Cooperator 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 Cooperator's responsibility to obtain security, entrance, and/or photographic clearances for himself/herself and his/her personnel to the Installation. It may be that only government personnel may be permitted to take photographs. The Cooperator 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 Cooperator access to study/project sites. While on the installation, the Cooperator shall abide by all applicable rules and regulations issued by the Commanding Officer. The Cooperator may be subject to inspections for contraband while on Government property.
4. The Cooperator 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 scoped activities of this Agreement.

5. Due to the complexity of work, the Cooperator shall provide a Principal Investigator and as many trained technicians as necessary to complete the work.

a. **Principal Investigator (PI):** The Cooperator shall designate one person as responsible for ensuring that provisions are in place for project and personnel supervision, quality control and meeting of reporting requirements. This position shall be responsible for liaison between Cooperator and the Grants Officer or CATR and shall serve as the main point of contact for all required results and/or progress reports on the study. This person shall have, at the minimum:

- 1) A PhD degree in animal biology, ecology, or a related science
- 2) A US Fish and Wildlife Service (USFWS) 10(a)(1)(A) permit to headstart, handle and research desert tortoises and provide technical specialists with the necessary permit authorizations, qualifications and field experience to fulfill the required tasks (i.e., at least knowledge of Agassiz's Desert Tortoises, their food, water and resource requirements, radiotelemetry, X-ray radiography, reproductive biology, health assessments and sterile techniques for handling *G. agassizii*).
- 3) A publication record demonstrating expert knowledge of Agassiz's Desert Tortoises, their food, water, physiologic and resource requirements, radiotelemetry, x-ray radiography, reproductive biology, growth, survival, health assessments and sterile techniques for handling adult and juvenile desert tortoises, and tortoise eggs, burrows and nests, and securing and maintaining headstart enclosures (fencing, netting, irrigation systems, soil, native vegetation, and native forage plants) and related support
- 4) Demonstrated use of GIS units and maps for tracking and monitoring wild tortoises, and an ability to mark and measure the body size, condition and growth of individual desert tortoises
- 5) A minimum of five years of experience in a responsible position providing oversight of, support to or directly involved in desert tortoise conservation and management on military lands

b. **Project Manager (PM)** shall have, at the minimum:

- 1) A Master's degree in animal biology, ecology, or a related science or 3 full years of project management experience managing ecological field investigations and/or conducting field animal care.
- 2) An ability to handle, mark, measure and provide food, water and other care for juvenile desert tortoises in a remote, fenced headstart facility on a live-fire military installation with extreme desert weather

3) An ability to help maintain the basic physical structure, security and operations of a headstart facility, to include fencing, netting, irrigation systems, anti-predator controls and related facility operations

4) An ability to use GIS units, maps, binoculars and radiotelemetry to track and monitor wild tortoises

c. **Technician(s)**, if employed, shall possess, at a minimum:

1) A Bachelor's degree in wildlife biology, ecology or a related science

2) Be an Authorized Individual on a 10(a)(1)(A) permit to handle and research desert tortoises (*Gopherus agassizii*), or work under direct supervision of an Authorized Individual (e.g., PI and PM, above).

3) Demonstrated field experience with Agassiz's Desert Tortoises, their food, water, movements, behaviors and resource requirements, radiotelemetry, x-ray radiography, health assessments and sterile techniques for handling desert tortoises

4) Demonstrated experience marking and measuring the condition of juvenile and adult desert tortoises

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

6. The Cooperator shall work closely with the CATR and Installation Representative in planning and carrying out all activities. It is the Cooperator's responsibility to ensure that all personnel who visit the Installation coordinate with the Installation Representative regarding site access. The Cooperator shall provide a list of all personnel working on this project to the CATR and Installation Representative.

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

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

9. **Work Schedule.** The Cooperator shall schedule and arrange work as to cause the least inconvenience and interference with the normal occurrence of Government business and mission. All work shall be performed and completed in accordance with the time frames established in the Work Plan for each item of work. The Cooperator's initial work schedule shall indicate the days

of the week for service to be performed. The schedule shall list the type of work to be performed, the areas to be worked, and the estimated time to complete the work in each area. The initial work schedule shall be submitted to the CATR and Installation Representative for approval within 30 calendar days after issuance of the Agreement. Changes to the schedule shall be submitted to the CATR and Installation Representative for approval.

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

11. The Cooperator shall work closely with the CATR and Installation Representative in planning and carrying out all field investigations. The Cooperator and/or field investigators shall accommodate requests from the CATR or EA to assist in scheduled work.

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

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

14. The Cooperator shall conduct field investigations and interviews with experts and authorities as necessary to accomplish the work described in this Scope. They shall particularly attempt to contact and utilize information from local offices and personnel of the USFWS, and other investigators who have conducted same or similar efforts in the past.

15. The Cooperator will have access to all pertinent files, reports, and plans archived at EA that might assist the Cooperator to accomplish the requirements of this Agreement.

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

17. 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.

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

19. In order to avoid impacts to desert habitat, the Cooperator must coordinate all vegetation and ground disturbing activities with the Installation Representative. The Cooperator shall ensure that all footwear, backpacks, clothing, vehicles and equipment transported to the Installation are clean of mud and weed seeds.

20. No ground disturbing activities are to take place without the concurrence from the Installation Representative. Under no circumstances shall the Cooperator violate the Archeological Resources Protection Act. If any objects are found that appear to be cultural or archeological resources contact the Cultural Resources Program Manager. If the Cooperator accidentally disturbs an archeological and/or cultural resources site, the Cooperator shall leave the site immediately (as intact as possible) and contact the Cultural Resources Program Manager via the Installation Representative. For any approved ground-disturbing activities, the Cooperator shall obtain a digging permit from the appropriate official on MCAGCC, prior to any excavation that may impact utility systems.

21. The Cooperator and his/her field investigators will request training area access through the Installation Representative. Training area requests shall be made at least two weeks prior to any scheduled fieldwork. The Cooperator and his/her field investigators will contact the Installation Representative to ensure that the training area request has been authorized. The Government's normal working hours are from 0800 to 1730 Mondays through Fridays except (1) Federal holidays and (2) other days specifically designated by the Contracting Officer. Federal Holidays: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day.

22. The Cooperator must comply with all MCAGCC security rules, regulations, and day-to-day operational changes. Unannounced changes to day-to-day operational procedures may, at times, prohibit the Cooperator access to parts of MCAGCC. It is the responsibility of the Cooperator to reschedule this work. The Cooperator shall visit MCAGCC as often as necessary to accomplish the purpose of this Agreement as detailed further in this Scope. The Cooperator shall pre-arrange access with the Installation Representative a minimum of ten days prior to any field surveys. The Cooperator and/or his/her representative(s) shall inform the CATR and the Installation Representative in writing, preferably via electronic mail, of any unusual activity observed while conducting surveys in the field (e.g., trespassers). Information should include: (1) location, (2) date, (3) time, and (4) any detailed facts regarding the activity.

23. All field notes, field data forms, electronic storage of field data, photographs, etc. collected,

produced, and delivered 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 and Installation Representative upon request.

24. Photography and videography is restricted on the Base. Clearance for photography will be obtained from appropriate Base personnel via the Installation Representatives. When requested by the Base, all film and imagery must be submitted to appropriate personnel for processing and security inspection.

25. Transportation and disposal of hazardous wastes (i.e., batteries) shall be conducted in accordance with Federal, State, local and applicable Installation requirements.

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

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

28. 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 Cooperator, CATR, CAA and Installation Representative prior to implementation by the Cooperator. Changes to this Agreement will be made effective only through an Agreement Amendment signed by the Cooperator and the Grant Officer.

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

G. SPECIFIC REQUIREMENTS

Upon initiation of this award in 2021, this agreement requires the Cooperator to design and implement research and captive rearing of juvenile Agassiz's Desert Tortoises. This project will continue to protect juvenile tortoises until they grow large and hard enough to be released, to monitor and adjust the rearing conditions that most effectively promote the growth, development, and successful release of the young tortoises, and to monitor success of the released animals. As weather and other environmental conditions allow, new eggs may be obtained and the hatchlings protected to survive and grow towards population augmentation criteria.

Requirements

For the 18-month base period, and, if exercised, each of the 12-month option periods, the head start care, maintenance and research shall include:

1. Facility Maintenance

- a. Upon award, maintain TRACRS pens in a functional, productive capacity, including individual pen structure.
- b. Maintain vegetation and soil conditions within the facility, including substrate for burrowing females and their offspring, and shade and food plants within the pens.
- c. Ensure facility is free of breaches from predators and free-roaming tortoises by maintaining the predator-proof fencing and netting, and the supporting perimeter fence.
- d. Maintain the irrigation system.

2. Cohort growth and shell development

- a. Supplement rain with irrigation timed optimally to hydrate tortoises and stimulate food plant productivity
- b. Supplement enclosure food plants with collected native forage and domestic forage supplements (e.g., garden flowers and market produce)
- c. Census pens annually to support survival and growth assessments

3. Post-release research

- a. Monitor survival, movement, health and growth of juveniles released in prior years (up to about 235 juveniles)
- b. Prepare new cohorts for release and monitoring as soon as spring 2022 for exercised options, if weather permits, annually until captives are released
- c. Transition emphasis to monitoring and assessing health of released tortoises as captive numbers decline
- d. Consider additional research on post-release tortoises

4. Cohort Production and population augmentation

- a. As environmental conditions support, radiograph headstart mothers and transport gravid females to and from TRACRS for the nesting periods, as conditions allow, for each exercised Option period.
- b. Monitor hatching success headstart clutches, and mark and measure individual hatchlings.
- c. Measure annual survivorship, growth, health, and behavior of young tortoises in pens.
- d. Monitor headstart mothers monthly through radiotelemetry.
- e. Conduct cost-benefit analyses on rearing activities from base conditions to conditions of resource supplementation or decreasing density within pens)

Option years are inclusive of all aforementioned tasks listed in Section G with execution time frames that correspond to that current option year. The next Option Year may be exercised any time prior to the completion date of the base year or preceding Option Year.

The Cooperator, at their discretion, may choose to present results of data collected under this

Agreement at a technical conference or workshop, or to non-technical audiences (see Section J for terms and conditions).

H. MEETINGS/COORDINATION

1. The Cooperator or his/her designee will attend a kick-off meeting with the CATR and Installation representatives to ensure coordination of activities. The CATR shall arrange the meeting. The meeting shall take place within 30 working days from the award of the Cooperative Agreement. The purpose of the kick-off meeting is to discuss any questions the Cooperator may have regarding the agreement to provide the data for analysis and other pertinent information on the work to be performed.
2. The Cooperator shall be available throughout the Agreement period for consultation with the Agreement and Installation Representatives on matters involving data analysis or development of the report/manuscript. These meetings can be either face to face or via internet or phone conference.
3. The Cooperator will attend a meeting with the Installation Representative and CATR upon completion of the study to present results.

I. SUBMITTALS and SCHEDULES

Cooperator agrees to submit the following deliverables, including Option Period reports for the exercised Option, and a final report at the end of the final period of work:

Monthly Progress Reports	submitted within one week after the end of each month
First Year Draft Annual Report	submitted by 31 January 2023
First Year Final Annual Report	submitted 30 days after US Government has provided comments
Option Period 1 Draft Annual Report	Submitted by 31 January 2024
Option Period 1 Final Annual Report	submitted 30 days after US Government has provided comments
Option Period 2 Draft Annual Report	Submitted by 31 January 2025
Option Period 2 Final Annual Report	Submitted 30 days after US Government has provided comments
Option Period 3 Draft Annual Report	Submitted by 31 January 2026
Option Period 3 Final Annual Report	submitted 30 days after US Government has provided comments
Draft Final Report/Manuscript	Submitted 2 months prior to end of CA (Base period, or, if exercised, final Option Period)
Final Report/Manuscript	submitted 30 days after US Government has provided comments

Monthly Progress reports shall include a summary of work completed over the course of the previous month, the work expected during the next month, and any issues encountered. Monthly

Progress reports will be one to three pages of text, and may be accompanied by figures, tables, appendices or spreadsheets. Reports are to be emailed to the CATR and Installation Representative.

Draft/Final Annual Reports shall summarize the work completed over the course of the previous calendar year, and shall include analyses of data collected and a discussion of the results. The First Year Annual Report shall reflect the work conducted between the period of award and the end of 2022. The Second Year Annual Report (Option 1) shall reflect the work conducted over the course of calendar year 2023. For the ensuing option periods, an annual report shall be provided to cover each ensuing calendar year (2024 and 2025). The draft submissions shall be submitted no later than 31 January to cover the preceding year, and the final submissions shall be submitted within 30 days after receipt of Government comments.

For the draft submissions, one hard copy and one electronic copy in Microsoft Word format (*.docx) shall be submitted to the Installation Representative, and one electronic copy shall be submitted to the CATR. For the Final submissions, one hard copy and one electronic copy in PDF (2016 or later) format shall be submitted to the Installation Representative, one electronic copy shall be submitted to the CATR, and one unbound copy shall be provided to NAVFAC records management with a CD/DVD copy (contact diane.silva@navy.mil for current submission instructions).

Draft Report/Manuscript: Upon completion of field work under the base period, or, if exercised, the final year of the option period, the Cooperator shall prepare a report or manuscript that summarizes and analyzes all results collected over the course of this Cooperative Agreement and meets all goals and objectives of the project. The draft submission shall be submitted 60 days prior to the Agreement completion date. The final submission shall be submitted within 30 days of receipt of Government comments. 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 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.

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

A screen check final will be submitted to ensure that all comments have been incorporated.

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

Upon Government approval of the screen check final, up to six professionally bound copies of the report plan shall be submitted to the CATR / Installation Representative. Reports are to be bound with the report title, date, and author clearly printed on the spine of the binding. Four electronic copies of the report shall be submitted with the bound copies in MS WORD (*.docx) and Adobe Acrobat (.pdf) format. One unbound copy shall be provided to NAVFAC records management with a CD/DVD copy (contact diane.silva@navy.mil for current submission instructions).

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

J. DATA AND PUBLICATION

1. This Cooperative Agreement is subject to, and Cooperator 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 Cooperator and the Government will notify the Cooperator in advance of applicable limitations on such information. Except as to information so identified and limited, there are no restrictions on reporting or publishing reports based upon the fundamental research that is the subject of this Cooperative Agreement.

The Federal Government has the right to obtain, reproduce, publish or otherwise use the data first produced under this Agreement and authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. The DoN acknowledges and agrees that the Cooperator's fundamental consideration in performing the research under this Agreement shall be Cooperator's right to publish the results of such research for academic and scientific purposes. The Cooperator 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 at least 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 Marine Corps Air Ground Combat Center."

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 Cooperator at the time of publication.

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

K. RELEASE OF INFORMATION

The 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 the Cooperator 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 MCAGCC Representatives, CATR, and CAA.

L. SAFETY

The Cooperator will be required to develop an Accident Prevention Plan (APP) following the format in Appendix A of the EM 385-1-1 05 July 2011 or latest edition. A Site Safety and Health Plan (SSHP) is also required if the work is potentially hazardous. Potentially hazardous activities include, but are not limited to:

- soil boring or digging test pits (excludes manual collection of de minimis surface soil samples)
- all field work on hazardous waste or munitions response sites
- work on, in, or near bodies of water where there a danger from drowning
- use of heavy equipment, e.g. backhoes, excavators, bulldozers, etc.
- excavation, backfilling, and compaction
- use of man lifts, ladders, and other climbing apparatus
- use of weight handing equipment, e.g. crane, forklifts, and hoists
- well drilling and/or well pump repair or replacement
- construction, demolition, or repair of site improvements
- remediation of hazardous material or waste, i.e. asbestos, paint with lead, and PCB
- work within 10 ten feet of high voltage lines, or high pressure gas, steam, or water lines

The minimum requirement for the SSHP is in Section 28 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 US Army Corps of Engineers Safety & Health Requirements Manual, 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 Cooperative Agreement, while ensuring a safe work environment for all personnel involved. The draft APP, SSHP and AHA have to be reviewed by the GDA (SW EV Safety Office, PM, 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 potentially hazardous activities. Government PM should verify with the SW EV Safety Office prior to directing the Cooperator 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 Cooperator shall certify to CATR that the final APP, SSHP and AHA have been reviewed with each Cooperator employee working on this Cooperative Agreement prior to mobilization and start of fieldwork activities.

A Draft and Final APP, SSHP and AHA will be submitted concurrently with the Work Plan but shall be printed under a separate cover from the Work Plan. The final APP, SSHP and AHA shall be immediately accessible to the Site Safety and Health Officer (SSHO) and Project Manager at all times during the project, and a copy shall be available in every vehicle utilized for work under this Cooperative Agreement. The SSSH is required to have completed the 10-hour OSHA Safety Training.

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

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

P. EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT REPORTING

Section 2(d) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008

(Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

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

- (a) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has one.
- (b) Name of the subcontractor.
- (c) Amount of the subcontract award.
- (d) Date of the subcontract award.
- (e) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (f) Subcontract number (the subcontract number assigned by the Contractor).
- (g) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (h) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (i) The prime contract number, and order number if applicable.
- (j) Awarding agency name and code.
- (k) Funding agency name and code.
- (l) Government contracting office code.
- (m) Treasury account symbol (TAS) as reported in FPDS.
- (n) The applicable North American Industry Classification System (NAICS) code.

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

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

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

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

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

END

ATTACHMENT A

SELF-INSURANCE REQUIREMENTS FORM

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

1. PUBLIC LIABILITY AND PROPERTY DAMAGE

a. Required minimum amounts of insurance listed below:

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

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

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

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

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

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

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

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

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

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

d. "This insurance certificate is for use of facilities at Marine Corps Air Ground Combat Center under this Cooperative Agreement, No. N62473-21-2-0001."

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

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

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

1. PUBLIC LIABILITY AND PROPERTY DAMAGE

a. Required minimum amounts of insurance listed below:

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

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

- a. "The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."
- b. "The Commanding Officer, Naval Facilities Engineering Command, Facilities Engineering Command, shall be given thirty (30) days written notice prior to making any material change in or the cancellation of the policy."
- c. "The United States of America (Dept. of the Navy) is added as an additional insured in operations of the policyholder at or from the premises **licensed/leased** from the United States."
- d. "This insurance certificate is for use of facilities at Marine Corps Air Ground Combat Center under this Cooperative Agreement, No. N62473-21-2-0001."
- e. Loss, if any, under this policy shall be adjusted with Cooperator and the proceeds, at the direction of the US Government, shall be payable to Cooperator, and proceeds not paid to Cooperator shall be payable to the Treasurer of the United States of America."

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

ATTACHMENT WAWF INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

N62473-21-2-0001

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

NAVY CONSTRUCTION/FACILITIES MANAGEMENT INVOICE

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

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

Routing Data Table*

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

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

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

NAVFAC_SW_RAQE0_inspector@navy.mil

aaron.hebshi@navy.mil

(g) WAWF point of contact.

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

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

(End of clause)

252.204-0003 Line Item Specific: Contracting Officer Specified ACRN Order. (SEP 2009)