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A. PURPOSE

This Cooperative Agreement outlines terms and the cooperative effort of the Department of the Navy, Navy Facilities Engineering Command, Southwest (NAVFAC SW), on behalf of Marine Corps Air Station (MCAS) Yuma, to develop a vegetation map for the Chocolate Mountains Aerial Gunnery Range (CMAGR) that is currently under management by MCAS Yuma. The vegetation map will be used to provide for land management of the range by assisting in the identification of rare and/or sensitive vegetation types, and by developing a baseline for which to gauge vegetation changes. In addition, a flora collection (herbarium) will be compiled, with specimens archived at two herbaria, to be used as vouchers for future plant identification purposes.

B. LOCATION

The location of the work is at the CMAGR in Imperial and Riverside Counties, California. The CMAGR is bound on the west by the Salton Sea Basin; and on the east, by the Chuckwalla and Palo Verde mountains. The northern border is separated from the Orocopia Mountains by Salt Creek and includes part of the Chuckwalla Bench. The CMAGR extends south to Highway 78 near Glamis. The CMAGR is roughly 80 km (50 miles) from east to west and 30 km (18 miles) north to south. Elevations span from 14 meters (45 feet) below sea level to 933 meters (3050 feet).

C. DESIGNATED REPRESENTATIVES

1. The Cooperative Agreement Administrator (CAA) is Reagan Pablo, Contract Specialist, Naval Facilities Engineering Command Southwest, 1220 Pacific Highway, San Diego, CA 92132-5190 telephone (619) 532-1592, and email: reagan.s.pablo@navy.mil

2. The Cooperative Agreement Technical Representative (CATR) is Thomas Sabol, M.S., Natural Resources Specialist, Naval Facilities Engineering Command, Southwest, 1220 Pacific Hwy, Bldg 1, San Diego CA 92132; telephone (619) 532-1989 and email: thomas.sabol@navy.mil

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

3. The Installation Representative will be Robert Law, Range Management Bldg 151, P.O. Box 99134, Yuma, AZ 85369-9160; phone: (928) 269-3401; email: randy/english@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. Any change in scope of work must be issued to the Recipient, in writing, by the Grants Officer to be binding on the US Government. No US Government employee has authority to change this Cooperative Agreement by oral or written directives, instructions, commitments and/or acceptances or any other manner.

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

6. For the purposes of this Agreement, the term Recipient shall mean the organization receiving this Cooperative Agreement.

D. PERIOD OF PERFORMANCE

The proposed period of performance for the Cooperative Agreement consists of an 18 12-month base period and one (1) 18 12-month option period. The end date is the anticipated date that the final report is accepted by the Government. However, the parties may extend the term of the Cooperative Agreement by written modification. Total duration of this Agreement, including any option periods, shall not exceed 36 24 months. The exercise of any option is subject to the availability of funds and may be awarded unilaterally within the last six months of the base period.

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

E. PROVISIONS TO THE RECIPIENT

MCAS Yuma agrees to the following terms for this cooperative project:

1. Technical Information. MCAS Yuma agrees to provide management plans, previous vegetation mapping final reports, GIS data and other materials containing detailed information of the natural resources of CMAGR upon request from the Recipient.

2. Access. MCAS Yuma will provide access to the CMAGR for the purposes of this project. The MCAS Yuma POC will obtain any personal data required for access from the Recipient.
3. Funding. MCAS Yuma agrees to provide Recipient funds to support the budget needs.

F. GENERAL REQUIREMENTS

1. The Recipient shall be responsible for providing all materials, equipment and supplies used in this project. The Recipient shall be responsible for the selection, development and implementation of all control and monitoring techniques/methods. The Recipient shall use methods and equipment in accordance with Federal and State laws.

2. The Recipient shall provide all transportation, meals, and lodging for himself/herself and his/her personnel as well as all equipment and analysis necessary to complete the work. No US Government furnished equipment/support is provided: All equipment is subject to the inspection by and approval of the Installation safety officer.

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

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

5. The Recipient shall manage the total work effort and assure fully adequate and timely completion of services required under this Agreement. Included in this function shall be a full range of management duties including, but not limited to, planning, scheduling, inventory, analysis, quality control, and for meeting professional industry standards for conducting natural resources survey work.

Due to the complexity of work, the Cooperative Agreement (CA) will require the equivalent, at
the minimum, of one (1) full-time Project Manager, one (1) Technical Staff and one (1) GIS Analyst during the Period of Performance of the CA. The Recipient shall provide the each key personnel with the following minimum requirements.

**Project Manager.** This individual must have:
- a minimum of a Master’s degree in Ecology, Botany, or related science disciplines;
- a publication record (primary author in peer-reviewed or technical reports) demonstrating expert knowledge of vegetation community mapping using the National Vegetation Classification System (NVCS)
- a minimum of 3 years of experience in a responsible position providing oversight of, support to or directly involved in vegetation community mapping in the Colorado or Sonoran deserts of the southwestern US.

**Technical Staff.** This individual must have:
- a minimum of a Bachelor’s degree in Ecology, Botany, or related science disciplines; and
- demonstrated field experience with vegetation community mapping in the Colorado or Sonoran deserts of the southwestern US

**GIS Analyst.** This individual must have:
- a minimum of a Bachelor’s degree in Ecology, Botany, Geography, Environmental Studies, or related science disciplines; and
- demonstrated experience with collecting, processing, and analyzing vegetation community mapping data collected via remote imagery and/or field observations

6. The Recipient shall work closely with the CATR and Installation Representative in planning and carrying out all field investigations.

7. Access. MCAS Yuma will provide access to the CMAGR for the purposes of this project. The Installation Representative will obtain any personal data required for access from the Recipient POC.

8. All parties involved in this Agreement agree to comply with all 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.

9. 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.

10. 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.

11. The data obtained during this Agreement shall be scientifically defensible and suitable for publication. All methods of data collection and analyses shall be standardized with previous studies conducted by the Recipient under past Agreements for this type of work, or when appropriate, analyzed using acceptable new or improved methods as determined in current scientific literature(s). If changes in analyses make results unfit for comparison with previously collected data, the Recipient shall reanalyze all appropriate data sets for comparison. The CAA shall approve (via the CATR) in advance any changes to previously used experimental designs, methods of data collection and/or analyses, which shall be provided in the Recipient’s required Work Plan. The CATR or Installation representative, at their discretion, may subject draft work plans, draft reports or draft manuscripts to external peer review.

12. In order to avoid impacts to federally listed, rare, or endemic plants the Recipient must coordinate all vegetation and ground disturbing activities with the Installation Representative. Under no circumstances are any federally protected plants to be disturbed and/or destroyed when completing the work required in this Agreement. The Recipient shall ensure that all footwear, backpacks, clothing, vehicles and equipment transported to the Installation are clean of weed seed.

13. No ground disturbing activities are to take place without the concurrence from the Installation Representative. Under no circumstances shall the Recipient 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 Recipient accidentally disturbs an archeological and/or cultural resources site, the Recipient shall leave the site immediately (as intact as possible) and contact the Cultural Resources Program Manager.

14. No buildings will be modified or altered without permission from Installation Representative. The Recipient shall not violate the National Historic Preservation Act.

15. The Recipient shall manage generated hazardous material, hazardous waste, and hazardous waste residues in accordance with Federal, State, and local regulations. Transport and dispose of hazardous waste (i.e., batteries) in accordance with Federal, State, local and applicable Installation requirements.

16. The Recipient shall inform the CATR and Installation Representative via e-mail of any unusual activity observed while conducting surveys in the field (e.g. trespassers or persons in unauthorized areas). Information should include (a) location, (b) date, (c) time, and (d) any detailed facts regarding the activity.

17. The Recipient shall inform the Installation Representative via e-mail of any unusual animal or plant species observed while conducting surveys in the field (e.g. species which are federally listed or are State of Arizona Species of Special Concern). Information should include (a) location, (b) date, (c) time and (d) any detailed facts the sighting.
18. Throughout the term of this Agreement the CATR and the Installation Representative shall be afforded the opportunity by the Recipient to periodically observe the Recipient’s field activities, to review computer or paper files of raw data, prepared data (such as data analyses, summaries, maps, figures, tables, etc.), or any record deemed appropriate by the CAA in establishing the Recipient’s performance in fulfilling the requirements of this Agreement.

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

G. SPECIFIC REQUIREMENTS

Under this Cooperative Agreement, the recipient will provide a project manager, technical staff, and GIS analyst(s) to conduct the following:

1) Identify the remaining portion of the CMAGR that remains to be mapped and identify an amount that can be covered with current funds.

2) Develop a work plan and mapping strategy, utilizing a combination of ground surveys and aerial photography/imagery interpretation to produce a comprehensive digital vegetation map at association level. The vegetation community classification for the survey shall be to the lowest defined vegetation community level according to the current version of the National Vegetation Classification System and its local interpretations (e.g. Vegetation Classification Manual for Western San Diego County [Sproul, Keeler-Wolf, Gordon Reedy, Klein, Harper, 2011, prepared for San Diego Association of Governments]). So far as possible, vegetation field sampling and mapping shall follow the protocol of Malusa and Sanders (2018), who mapped the vegetation of the Vegetation and Flora of the Chocolate Mountains Aerial Gunnery Range, California.

3) Develop a draft and final vegetation community map complete with GIS data.

4) Conduct an accuracy assessment that will indicate the map’s overall probability of accurately identifying the correct vegetation community for any given point. Accuracy confidence of at least 80% should be achieved; i.e., points assessed in the field should correctly fall within the vegetation community alliance or association assigned on the map at least 80% of the time.

5) Develop a floral collection from specimens collected during ground surveys.
With an exception of an accident prevention plans and safety plans, the work for option period year 1 will be identical to the base period year.

H. MEETINGS/COORDINATION

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

I. SUBMITTALS and SCHEDULES

Recipient agrees to submit the following deliverables:

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<th>Draft Work Plan</th>
<th>Submitted within 30 days of kickoff meeting</th>
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<td>Final Work Plan</td>
<td>Submitted 7 days after Government comments received</td>
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<tr>
<td>Quarterly Progress Reports</td>
<td>Submitted within 1 week after the end of every other month (one progress report every two months).</td>
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<tr>
<td>Draft Vegetation Community Map and Report, complete with GIS</td>
<td>Submitted within two (2) months of the completion of fieldwork.</td>
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<tr>
<td>Final Vegetation Community Map and Report, complete with GIS</td>
<td>Submitted 30 days after US Government has provided comments on the Draft report and GIS.</td>
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<tr>
<td>Floral Collection database</td>
<td>Submitted by the end of the period of performance.</td>
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Progress reports shall include mapping and field work updates (i.e. areas visited, any issues encountered, areas mapped, and any other general information. Progress reports should be no longer than 1 to 2 typed pages plus appendices, and may be submitted via e-mail. Progress Report format will be in MS Word 2001 or later and PDF format. All tables and figures and all GIS files are to be readable in Arc View.

Recipient agrees to submit a draft and final year-end report on project progress that covers all work completed. Any maps and photos that are relevant will be included in the report. Two hard copies and one electronic e-mail copy of both the draft and final will be sent to the Installation Representative. One electronic email copy of the draft and one hard and one electronic copy of the final will be sent to the CATR. One hard and one electronic copy of the final will be sent to NAVFAC records manager Diane Silva. Report format will be in MS word 2001 or later and PDF format. All tables and figures and all GIS files are to be readable in Arc View.

J. DATA AND PUBLICATION

1. This Cooperative Agreement is subject to, and Recipient shall comply with, 2 CFR 200.305 concerning “Intangible Property,” which includes use of research data. Any information or data
protected by federal law will be identified by the Government prior to being provided to Recipient and the Government will notify the Recipient in advance of applicable limitations on such information. Except as to information so identified and limited, there are no restrictions on reporting or publishing reports based upon the fundamental research that is the subject of this Cooperative Agreement.

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

2. The acknowledgements for any paper or presentation resulting from this work shall include the following statement: “This research was funded by the Department of the Navy on behalf of the Marine Corp Air Station, Yuma.”

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

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

K. RELEASE OF INFORMATION

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

L. SAFETY

The Recipient will be required to develop an Accident Prevention Plan (APP) following the format in Appendix A of the EM 385-1-1, US Army Corps of Engineers Safety & Health Requirements Manual, 30 November 2014 or latest edition. The government CATR will contact the SW EV Safety Office to check if the project may qualify for the Abbreviated APP, prior to directing the recipient to prepare an APP. Additional specific plan or plans is/are required if the project involves work that is potentially hazardous. List of specific plans is located at section (i) of Appendix A of the EM 385-1-1. Potentially hazardous activities include, but are not limited to:
- soil boring or digging test pits (excludes manual collection of de minimis surface soil samples)
- work on, in, or near bodies of water where there a danger from drowning
- use of heavy equipment, e.g. backhoes, excavators, bulldozers, etc.
- excavation, backfilling, and compaction
- use of man lifts, ladders, and other climbing apparatus
- use of weight handing equipment, e.g. crane, forklifts, and hoists
- well drilling and/or well pump repair or replacement
- construction, demolition, or repair of site improvements
- work within 10 feet of high voltage lines, or high pressure gas, steam, or water lines

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

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

The APP, SSHP and AHA will provide a safe and healthful environment for all personnel involved as well as personnel working near the sites for the DoD. The Recipient shall certify to CATR that the final APP, SSHP and AHA have been reviewed with each Recipient employee working on this Cooperative Agreement prior to mobilization and start of fieldwork activities.

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

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

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

**M. INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A GOVERNMENTAL COOPERATIVE AGREEMENT**
1. In the event of damage, including damage by contamination, to any US Government property by the Recipient, its officers, agents, servants, employees, or invitees, the Recipient, at the election of the US Government, shall promptly repair, replace, or make monetary compensation for the repair or replacement of such property to the satisfaction of the US Government.

2. In the event the Cooperator uses a contractor(s) to perform any work required by this Agreement, the Cooperator shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the United States of America, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Cooperator's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

3. The insurance requirements herein are minimum requirements and in no way limit the above indemnity covenants. The United States of America in no way warrants that the minimum limits contained herein are sufficient to protect the interests of the United States Government or Contractor from liabilities that might arise out of the performance of the work contemplated under its contract with the Cooperator by the Contractor, his agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

N. INSURANCE

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

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

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

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

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

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

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

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

O. PAYMENTS

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

2. The final payment of 10 percent of the Cooperative Agreement overall value shall be paid when the final report and all other submittals listed in Section I have been received and accepted by the CATR.

3. Any requirement for the payment or obligation of funds, under the terms of this Agreement, shall be subject to the availability of appropriated funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 USC §1341 et seq. Nothing in this Agreement shall be construed as implying that Congress will, at a later time, appropriate funds sufficient to meet deficiencies.

4. Payments will be made using in accordance with Defense Federal Acquisition Regulation (DFAR) 252.232-7006 Wide Area Work Flow Payment Instruction. See Attachment B 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 –

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

$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 

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 –

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

  $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](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 Station (MCAS) Yuma under this Cooperative Agreement, No. N62473-19-2-0019”

4. NOTICE: "RIGHT TO USE" DOCUMENTS WILL NOT BE FULLY EXECUTED UNTIL CERTIFICATE IS RECEIVED WITH PROPER ENDORSEMENTS.
ATTACHMENT A
NON SELF-INSURED REQUIREMENTS FORM

INSURANCE MUST CONFORM TO ALL THE REQUIREMENTS LISTED BELOW PRIOR TO RECIPIENT BEING PERMITTED TO USE OR OCCUPY 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 Marine Corps Air Station (MCAS) Yuma under this Cooperative Agreement, No. N62473-19-2-0019"

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

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

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


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

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

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order: N62473-19-2-0019.

(1) Document type. The Contractor shall use the following document type(s).
NAVY CONSTRUCTION/FACILITIES MANAGEMENT INVOICE

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

(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*

<table>
<thead>
<tr>
<th>Field Name in WAWF</th>
<th>Data to be entered in WAWF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pay Official DoDAAC</td>
<td>N68732</td>
</tr>
<tr>
<td>Issue By DoDAAC</td>
<td>N62473</td>
</tr>
<tr>
<td>Admin DoDAAC</td>
<td>N62473</td>
</tr>
<tr>
<td>Inspect By DoDAAC</td>
<td>N62473/ECOMP</td>
</tr>
<tr>
<td>Ship To Code</td>
<td>N/A</td>
</tr>
<tr>
<td>Ship From Code</td>
<td>N/A</td>
</tr>
<tr>
<td>Mark For Code</td>
<td>N/A</td>
</tr>
<tr>
<td>Service Approver (DoDAAC)</td>
<td>N/A</td>
</tr>
<tr>
<td>Service Acceptor (DoDAAC)</td>
<td>N62473/ECOMP</td>
</tr>
<tr>
<td>Accept at Other DoDAAC</td>
<td>N/A</td>
</tr>
<tr>
<td>LPO DoDAAC</td>
<td>N62473/ECOMP</td>
</tr>
<tr>
<td>DCAA Auditor DoDAAC</td>
<td>N/A</td>
</tr>
<tr>
<td>Other DoDAAC(s)</td>
<td>N/A</td>
</tr>
</tbody>
</table>

(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

thomas.sabol@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)