

SCOPE OF WORK FOR  
AGASSIZ'S DESERT TORTOISE (*GOPHERUS AGASSIZII*) POST-TRANSLOCATION  
GENETIC ASSIMILATION AT MCAGCC, THE MARINE CORPS AIR GROUND COMBAT  
CENTER, TWENTYNINE PALMS, CALIFORNIA

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## **A. INTRODUCTION**

In 2017 and 2018 under contract N62470-13-D-8016, Task Order FZ02, Marine Corps Air Ground Combat Center (MCAGCC) translocated approximately 1,300 desert tortoise from training areas to adjacent protected areas on the installation and adjacent Bureau of Land Management's (BLM) lands. A successful translocation presumes that desert tortoise integrate into the resident population by dispersing across the recipient area and reproducing with the resident population. A research paper published in 2017 (Mulder *et al.*) found that male desert tortoise that were translocated by the Department of Defense in a previous effort did not sire any offspring four years after the translocation. This proposed Cooperative Agreement seeks to find a Recipient to replicate the Mulder *et al.* study on MCAGCC to determine parentage of offspring hatched by resident and translocated female tortoises and to assess the degree to which translocated males sire offspring.

Mulder, K.P., A.D. Walde, W.I. Boarman, A.P. Woodman, E.K. Latch, R.C. Fleischer. 2017. No paternal genetic integration in desert tortoises (*Gopherus agassizii*) following translocation into an existing population. *Biological Conservation* 210: 318-324.

## **B. 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 MCAGCC, Twentynine Palms, for implementing a cooperative program to analyze genetic assimilation of translocated Agassiz's Desert Tortoise (*Gopherus agassizii*) in the resident population.

## **C. LOCATION**

Genetic data on female, male, and juvenile tortoises collected by other parties on MCAGCC training ranges and adjacent translocation and control sites will be used for the analyses.

## **D. DESIGNATED REPRESENTATIVES**

1. The Cooperative Agreement Administrator (CAA) is Reagan Pablo, Contract Specialist, Naval Facilities Engineering Command Southwest, 1220 Pacific Highway, San Diego, CA 92132-5190 telephone (619) 532-2090, and email: [reagan.pablo@navy.mil](mailto:reagan.pablo@navy.mil)

2. The Cooperative Agreement Technical Representative (CATR) is Dr. Aaron Hebshi, Senior Natural Resources Specialist, Naval Facilities Engineering Command, Southwest, 1220 Pacific Hwy, Bldg 1, San Diego CA 92132; telephone (619) 532-1448 and email: [aaron.hebshi@navy.mil](mailto:aaron.hebshi@navy.mil)

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

3. The Installation Representative (IR) is Dr. Brian Henen, Ecologist, Natural Resources and Environmental Affairs (NREA) MCAGCC Twentynine Palms CA 92278; telephone (760) 830-5720 and email: [brian.henen@usmc.mil](mailto: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. For the purposes of this Agreement, the term Recipient shall mean **TBD**. The use of the term Recipient in this Agreement includes **TBD** and all designated representative(s).

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

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

## **E. PERIOD OF PERFORMANCE**

The period of performance covered by this agreement is 24 months upon award with an Option Period, that if exercised, will extend the period of performance by another 24 months. The end date is the anticipated date that the Final Report is accepted by the Government. The parties may extend the term of this Agreement by written modification. The total duration of this agreement, including the Option Period, shall not exceed 48 months. The Option Period is subject to the availability of funds.

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

## **F. PROVISIONS TO THE RECIPIENT**

MCAGCC agrees to the following terms for this cooperative project:

1. Technical Information. MCAGCC agrees to provide any relevant data housed with the Marine Corps upon request by the Recipient.
2. Samples and data. MCAGCC will provide tortoise genetic samples (or sequences of already processed samples) to the Recipient. Tissue samples will be shipped to Recipient, either in ethanol or DNA buffer solution and/or frozen.
3. Funding. MCAGCC agrees to provide funds to support the following budget estimate:

### Personnel

1 part time Senior Scientist/Principal Investigator  
1 half time Research Scientist/Project Manager

### Operating expenses

Analytical tools (computer, software, etc.)

### Deliverables

Annual Reports  
Draft Report/manuscript  
Final report/manuscript

### Travel

Travel to professional conference, once per year

## **G. GENERAL REQUIREMENTS**

1. The Recipient shall provide all labor, management, supervision, tools, materials, equipment, transportation, meals, and lodging for him/herself and his/her personnel. All Recipient equipment is subject to inspection and approval by the Installation Representative.
2. Recipient 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. It is not expected that much, if any, work shall take place at the installation. However, it is the Recipient's responsibility to obtain security, entrance, and/or photographic clearances for himself/herself and his/her personnel onto the Installation. It may be that only government personnel may be permitted to take photographs. The Recipient must comply with all security rules, regulations, requirements, and day-to-day operational changes thereto. Unannounced changes to day-to-day operational procedures may, at times, prohibit the Recipient access to study/project sites. While on the installation, the Recipient shall abide by all applicable rules and regulations issued by the Commanding Officer. The Recipient may be subject to inspections for contraband while on Government property.
4. The Recipient shall manage the total work effort and assure fully adequate and timely completion of services required under this 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 Recipient shall provide a Senior Scientist/Principal Investigator (PI), a Research Scientist/Project Manager (PM) and as many trained technicians as necessary to complete the work.

a. **Senior Scientist/PI:** The Recipient 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 are met on a daily basis. This position shall be responsible for liaison between Recipient 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 Genetics, Conservation Biology, or related field.
- 2) At least five years of professional research experience conducting and publishing genetic analyses, including having developed genetic markers for and analyzing genetic patterns on Agassiz's desert tortoise.
- 3) A minimum of five years of experience in a PI capacity.

b. **Research Scientist/PM:** The PM shall serve as the main point of contact for status/progress and deliverables. This person shall have, at the minimum:

- 1) A Master's degree in Genetics, Conservation Biology, or similar field.
- 2) A background in bio-informatics and genetic analyses, with a minimum of two years of applicable experience conducting genetic sequence analyses.

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

- 1) A Bachelor's degree in Biology or related field.
- 2) Have a minimum of one year of lab/data experience conducting genetic sample processing and analysis

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

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

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

9. **Work Schedule.** All work shall be performed and completed in accordance with the time frames established in the Work Plan for each item of work. The schedule shall list the type of work to be performed and the estimated time to complete the work. The initial work schedule shall be submitted to the CATR and 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 Recipient to periodically review data analyses, summaries, (figures, tables, etc.), or any record deemed appropriate by the CAA in establishing the Recipient's performance in fulfilling the requirements of this Agreement.

11. The Recipient 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.

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

13. 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.

14. 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 CATR or Installation representative, at their discretion, may subject draft work plans, draft reports or draft manuscripts to external peer review.

15. All data, databases, and analyses collected, produced, and delivered as part of this Agreement are the property of the DoN.

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

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

**H. SPECIFIC REQUIREMENTS**

This agreement requires the Recipient to continue building on the genetic database accumulated through contract N62470-10-D-3008 TO 0076 (see also Tollis et al 2017), and to address specific questions regarding genetic assimilation of translocated Agassiz’s desert tortoises into the recipient populations. The Recipient shall conduct their analysis on approximately 1000-2000 tissue samples collected from translocated and resident males and females to determine hatchling parentage and the assimilation of translocated tortoise genotypes to the resident population.

Tollis, M., D.F. DeNardo, J.A. Cornelius, G.A. Dolby, T Edwards, B.T. Henen, A.E. Karl, R.W. Murphy, K. Kusumi. 2017. The Agassiz’s desert tortoise genome provides a resource for the conservation of a threatened species. PLoS ONE 12(5): e0177708.

**I. MEETINGS/COORDINATION**

1. The Recipient or his/her designee will attend (in person or via teleconference) a kick-off meeting with the CATR and Installation representatives. The CATR shall arrange the meeting. The meeting shall take place within 30 working days of the agreement award. The purpose of the kick-off meeting is to discuss any questions the Recipient may have regarding the agreement and lay out the framework for a Work Plan.
2. The Recipient 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 phone conference.
3. The Recipient may attend a meeting with the Installation Representative and CATR upon completion of the study to present results.

**J. SUBMITTALS and SCHEDULES**

Recipient agrees to submit the following deliverables:

Base Period:

Work Plan	Submitted within 1 week after the end of each quarter
Interim Annual Report (1)	Submitted by 30 June 2019
Draft Final Report	Submitted by 30 June 2020
Final Report/Manuscript	Submitted 30 days after US Government has provided comments on the Draft

Option Period:

Interim Annual Report (2)	Submitted by 30 June 2021
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Draft Final Report	Submitted by 30 June 2022
Final Report/Manuscript	Submitted 30 days after US Government has provided comments on the Draft

Work Plan shall provide a detailed description of the methods to be employed as well as the timeline for the sample sequencing, analysis and report delivery.

Interim Annual Reports shall include a summary of work completed to date, work expected during the next reporting period, and any issues encountered. The Interim Annual Report shall provide interim assessments of genetic assimilation of translocated tortoises into the recipient population.

Draft Report/Manuscript: Upon completion of two years' worth of sample analysis, four years if the option is executed, the Recipient shall prepare a report or manuscript(s) presented in a style suitable for publication.

- 1) Title page showing the title and date.
- 2) Sub-title page:
  - a. Title.
  - b. Prepared for listing (MCAGCC).
  - c. Prepared by listing with affiliation.
  - d. Date.
  - e. Recommended citation, including Contract Number
- 3) Abstract. A synopsis of the project summarizing project purpose and emphasizing the findings, conclusions and management recommendations.
- 4) Introduction. A statement of the context and purpose of the investigation, and the general means for addressing the goals of the investigation.
- 5) Methods. A description of sampling scheme, sequencing techniques, and analytical methods.
- 6) Results. This will be a thorough description of the findings of the project. The text of the Results shall summarize major patterns and findings supported via illustrative materials (Figures, Maps, Tables and Appendices).
- 7) Discussion/Recommendations. This section will interpret the results and discuss their biological and management significance for MCAGCC and the species.
- 8) In the Acknowledgments include the following statement: "This work was funded by the Marine Air Ground Task Force Training Command (MAGTFTC)"

9) Literature Cited. A complete listing of all references, including written publications, correspondence and oral presentations, as per the CBE Style Manual, 5th edition or later.

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 Recipient shall submit electronic copies in Microsoft Word (2013 or later) format of the Draft report to the CATR and IR no later than June 30 2023. A screen check final will be submitted that has incorporated all comments within 30 days of receiving comments. The revised report will not be submitted until the screen check final version has incorporated all required modifications. If the Government has requested modifications to which the Recipient takes exception, a meeting or telephone conference will be held to settle these differences. If there are unresolved differences, the Recipient will address these in a separate rebuttal document to the CAA.

Up to six (6) 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 (4) electronic copies of the report shall be submitted with the bound copies in MS WORD 2013 (or later) 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](mailto:diane.silva@navy.mil) for current submission instructions).

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

## **K. DATA AND PUBLICATION**

1. This Cooperative Agreement is subject to, and Recipient shall comply with, 2 CFR 200.315 concerning “Intangible Property,” which includes use of research data. Any information or data protected by federal law will be identified by the Government prior to being provided to Recipient and the Government will notify the Recipient in advance of applicable limitations on such information. Except 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 14 days prior to the submission of the work mentioned above.

2. The acknowledgements for any paper or presentation resulting from this work shall include the following statement: "This work was funded by the Marine Air Ground Task Force Training Command (MAGTFTC)"

3. Any publications resulting from this work shall be provided at no cost to the 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.

#### **L. RELEASE OF INFORMATION**

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

#### **M. SAFETY**

The Recipient will not be required to develop an Accident Prevention Plan (APP) for this Cooperative Agreement based on the determination that potentially hazardous activities will not be undertaken. However, the Recipient should follow any internal safety and APP plans currently in place.

#### **N. HOLD HARMLESS**

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

Cooperative Agreement.

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

## **O. INSURANCE**

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

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

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

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

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

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

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

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

## **P. PAYMENTS**

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

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

3. Any requirement for the payment or obligation of funds, under the terms of this 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.

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

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

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

Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, (and any modifications to these subcontracts that change previously reported data), the Contractor shall report the following information at <http://www.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.frs.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. N62473-18-2-0011."

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

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

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

**1. PUBLIC LIABILITY AND PROPERTY DAMAGE**

a. Required minimum amounts of insurance listed below:

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

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

- a. "The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."
- b. "The Commanding Officer, Naval Facilities Engineering Command, Facilities Engineering Command, shall be given thirty (30) days written notice prior to making any material change in or the cancellation of the policy."
- c. "The United States of America (Dept. of the Navy) is added as an additional insured in operations of the policyholder at or from the premises **licensed/leased** from the United States."
- d. "This insurance certificate is for use of facilities at Marine Corps Air Ground Combat Center under this Cooperative Agreement, No. N62473-18-2-0011."
- e. Loss, if any, under this policy shall be adjusted with Recipient and the proceeds, at the direction of the US Government, shall be payable to Recipient, and proceeds not paid to Recipient shall be payable to the Treasurer of the United States of America."

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

## ATTACHMENT WAWF INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:  
**N62473-18-2-0011.**

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

**NAVY CONSTRUCTION/FACILITIES MANAGEMENT INVOICE**

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

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

Routing Data Table\*

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

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

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

[NAVFAC\\_SW\\_RAQE0\\_inspector@navy.mil](mailto:NAVFAC_SW_RAQE0_inspector@navy.mil)

[aaron.hebshi@navy.mil](mailto:aaron.hebshi@navy.mil)

(g) WAWF point of contact.

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

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

(End of clause)

Please visit the link below for specific line item payment.

[https://www.acq.osd.mil/dpap/dars/pgi/pgi\\_htm/current/PGI204\\_71.htm#payment\\_instructions](https://www.acq.osd.mil/dpap/dars/pgi/pgi_htm/current/PGI204_71.htm#payment_instructions)