

**STATEMENT OF OBJECTIVES  
WESTERN MOJAVE ENCROACHMENT SOLUTIONS PROJECT FOR THE MARINE  
CORPS AIR GROUND COMBAT CENTER TWENTYNINE PALMS, CALIFORNIA  
N62473-25-2-0002  
TABLE OF CONTENTS**

<b>SECTION</b>	<b>TITLE</b>	<b>PAGE</b>
<b>A</b>	<b>INTRODUCTION</b>	<b>2</b>
<b>B</b>	<b>PURPOSE</b>	<b>3</b>
<b>C</b>	<b>LOCATION</b>	<b>3</b>
<b>D</b>	<b>DESIGNATED REPRESENTATIVES</b>	<b>5</b>
<b>E</b>	<b>PERIOD OF PERFORMANCE</b>	<b>6</b>
<b>F</b>	<b>PROVISIONS TO THE RECIPIENT</b>	<b>7</b>
<b>G</b>	<b>GENERAL REQUIREMENTS</b>	<b>7</b>
<b>H</b>	<b>SPECIFIC REQUIREMENTS</b>	<b>10</b>
<b>I</b>	<b>MEETINGS/COORDINATION</b>	<b>11</b>
<b>J</b>	<b>SUBMITTALS &amp; SCHEDULES</b>	<b>12</b>
<b>K</b>	<b>DATA &amp; PUBLICATIONS</b>	<b>12</b>
<b>L</b>	<b>RELEASE OF INFORMATION</b>	<b>13</b>
<b>M</b>	<b>SAFETY</b>	<b>13</b>
<b>N</b>	<b>HOLD HARMLESS</b>	<b>13</b>
<b>O</b>	<b>INSURANCE</b>	<b>14</b>
<b>P</b>	<b>PAYMENTS</b>	<b>15</b>
<b>Q</b>	<b>EXECUTIVE COMPENSATION &amp; SUBCONTRACT REPORTING</b>	<b>16</b>
<b>R</b>	<b>PROHIBITION ON CERTAIN TELECOMMUNICATIONS 22 AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT 2 CFR § 200.216</b>	<b>18</b>
<b>Attachment A</b>	<b>INSURANCE REQUIREMENTS</b>	<b>20</b>
<b>Attachment B</b>	<b>WAWF INSTRUCTIONS</b>	<b>23</b>

## **A. INTRODUCTION**

The Department of the Navy (DON) manages, trains, and operates on over 4.5 million acres of land that spans the nation and the globe from coastal and island installations to forests, grasslands, and deserts. DON leverages the power of nature to protect our ability to train and test, to preserve our infrastructure and capabilities, to empower our Sailors and Marines and civilian workforce. Navy and Marine Corps training and testing ranges across the Southwest are experiencing severe drought, fire, and flooding impacts that threaten infrastructure, water supplies, and training and testing ranges.

The Marine Corps Air Ground Combat Center (MCAGCC) Twentynine Palms is the Marine Corps' largest combined-arms, live-fire training facility, encompassing 1,102 square miles of mostly public lands in the Mojave Desert, California. The Combat Center is divided into 27 range training area management units, each of which may contain training areas, landing fields, targetry, main supply routes, fixed ranges, support areas, expeditionary areas, and safety buffer zones. Armed forces use the Combat Center to train troops and test equipment. MCAGCC annually provides training to one-third of the Fleet Marine Force and Reserves Units. MCAGCC is the southern anchor of the Mojave Desert Sentinel Landscape (> 3,500,000 acres) in Southern California. This recent designation creates a location-specific opportunity for coordinated investment in solutions for landscape resilience.

The Mojave Desert Sentinel Landscape (Figure 1) was designated in 2024 and covers around 3.5 million acres in the space between MCAGCC, National Training Center Fort Irwin (NTC Ft. Irwin), Edwards Air Force Base (Edwards AFB), Naval Weapons Station China Lake (NAWSCL), and Marine Corps Logistics Base Barstow (MCLBB). The military lands are not within the landscape and comprise of an additional 2.8 million adjacent acres. The landscape unites state, Federal, tribal, county, local, and non-governmental partners to tackle challenges from incompatible development and resource vulnerability. Key objectives include recovering threatened, endangered, and sensitive species; restoring habitat and ecosystem function; and managing watersheds.

### **Sentinel Landscape Resilience**

DoD is interested in demonstrating and partnering on watershed scale actions that positively impact: stormwater infiltration, groundwater recharge, soil health, habitat, wildland fire risk reduction, and heat mitigation on installations in the Mojave Desert Sentinel Landscape. MCAGCC aims to develop and implement innovative solutions that improve watershed function to reduce current and projected resilience degradation, and as well as the associated monitoring (e.g. sampling, imagery, and data analysis) capabilities that complement the solutions and focus investments.

### **Recovery and Sustainment Partnership (RASP)**

Significant natural resources and wildlife exist on MCAGCC. Such wildlife often inhabit areas on MCAGCC property that are in close proximity to military training and facilities maintenance activities. Of particular note is the Agassiz's desert tortoise (*Gopherus agassizii*), which is listed as threatened under the Endangered Species Act (ESA), and is common but declining across much of the installation.

The US Fish and Wildlife Service (USFWS) serves as an important partner in assisting the Marine Corps with conserving desert tortoise in and around MCAGCC, including monitoring populations, issuing take permits, guiding mitigation measures, and seeking conservation solutions for recovery of the species. In 2018, the Department of Defense (DoD) and Department of Interior (DOI, which includes USFWS), entered into the Recovery and Sustainment Partnership (RASP) Initiative. The purposes of the partnership are to support recovery of the ESA-listed species and to increase flexibility for military mission activities. The desert tortoise is one of the species identified for focus in this partnership, and MCAGCC has the DoD lead for desert tortoise.

MCAGCC and the Palm Springs USFWS Office have jointly developed a voluntary, tiered approach for DoD/USFWS to implement the RASP for desert tortoise. MCAGCC has elected to participate at a level that would allow broad mission flexibility aboard the installation in return for providing sustained financial support for a robust off-base population-recovery program. USFWS and MCAGCC entered into a RASP Biological Opinion through ESA Section 7 consultation that provides MCAGCC with greater operational flexibility in exchange for investments in tortoise conservation off-base. MCAGCC and USFWS partnered with the National Fish and Wildlife Foundation (NFWF) to coordinate RASP investments through the Mojave Desert Tortoise Recovery Implementation Plan (May 2022). NFWF has administered annual competitive funding opportunities for off-base desert tortoise conservation in fulfillment of the RASP BO on behalf of MCAGCC through a prior Cooperative Agreement with DON (N62473-20-2-0003).

## **B. PURPOSE**

The purpose of this Cooperative Agreement is to establish a funding framework between the DoD and the National Fish and Wildlife Foundation (NFWF) for drought, fire, and flood encroachment resistance activities within the Mojave Desert Sentinel Landscape and for desert tortoise conservation under the RASP. Funding allocations will be used to implement resilience activities and desert tortoise recovery and increase the operational security of critical military installations through such investments.

## **C. LOCATION**

Resilience activities will take place within the boundary of the Mojave Desert Sentinel Landscape and adjacent installations (Figure 1). RASP activities will take place within the focal areas defined in the Mojave Desert Tortoise Recovery Implementation Plan (Figure 2). Funding sources and partnerships may segment or limit footprint of specific coordinated activities as their rules, contracts, and agreements allow.

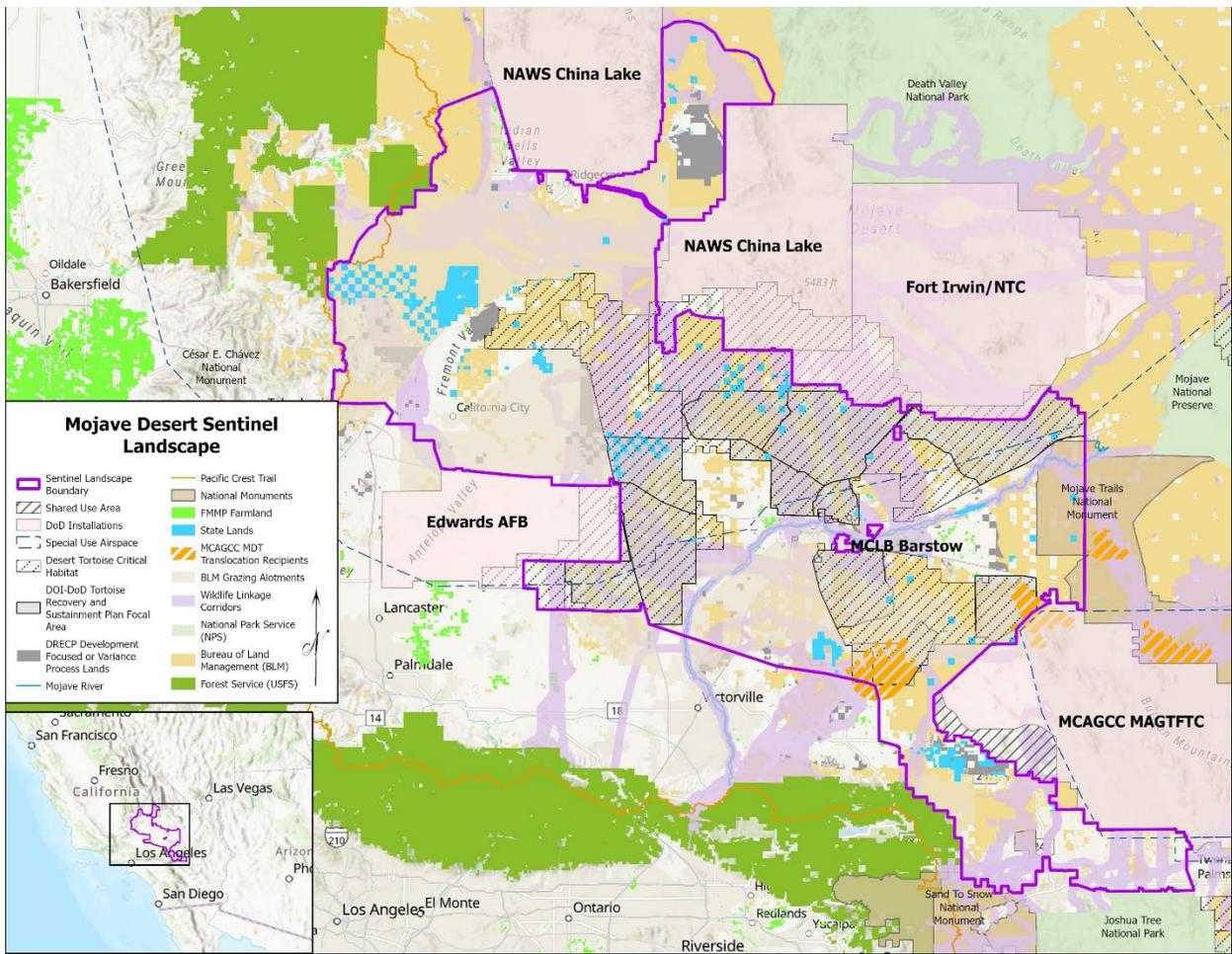


Figure 1. Mojave Desert Sentinel Landscape (<https://sentinellandscapes.org>)

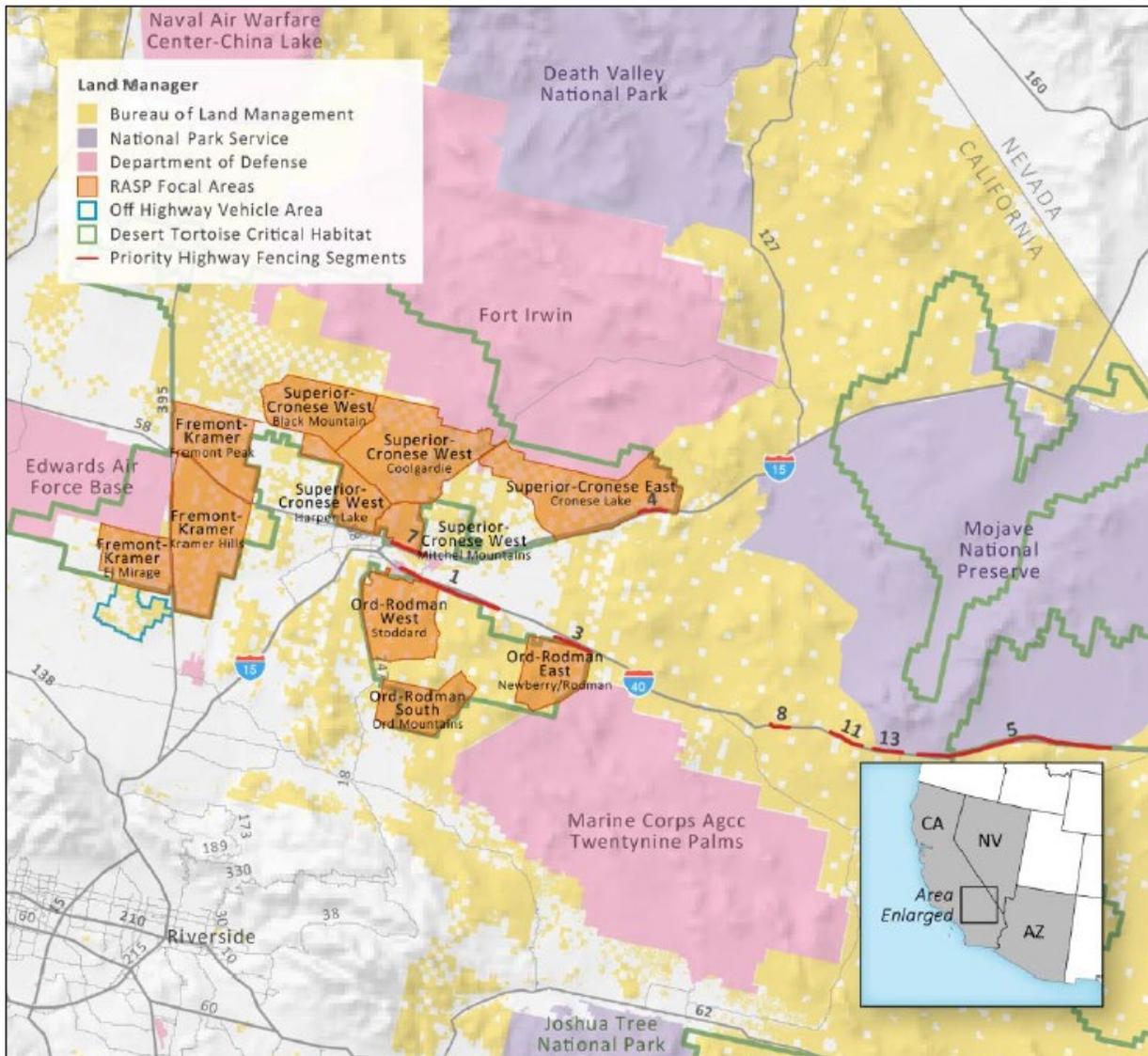


Figure 2. Mojave Desert Tortoise RASP Implementation Plan focal areas and priority highway fencing segments in the Western Mojave Recovery Unit (NFWF 2022).

#### D. DESIGNATED REPRESENTATIVES

1. The Base Technical Representative (BTR) is Brian T. Henen, PhD, Environmental Affairs Branch Head, MCAGCC, Natural Resources Division; Bldg. 1418, Box 788110, MCAGCC 29 Palms; phone (760) 830-5720; fax (760) 830-5718; [brian.henen@usmc.mil](mailto:brian.henen@usmc.mil).

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

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

2. The Cooperative Agreement Representative (CATR) is David McNaughton, Sr. Natural Resources Specialist, NAVFAC SW, 750 Pacific Highway, 12<sup>th</sup> Floor, San Diego, CA 92132-0001; Phone: (619) 705-5574, [david.k.mcnaughton2.civ@us.navy.mil](mailto:david.k.mcnaughton2.civ@us.navy.mil).

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 affect any change to this Cooperative Agreement.

3. The Cooperative Agreement Administrator (CAA) is Kevin Magennis, Contract Specialist, NAVFAC SW, 750 Pacific Highway, 12<sup>th</sup> Floor, San Diego, CA 92132-0001; Phone: (619) 705-5566, and email [kevin.e.magennis.civ@us.navy.mil](mailto:kevin.e.magennis.civ@us.navy.mil).

4. For the purposes of this Cooperative Agreement, the term Recipient shall mean NFWF. The use of the term Recipient in this Cooperative Agreement includes NFWF 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 Cooperative Agreement is sixty (60) months upon award. 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 may include, but are not limited to, insurance documents. Recipient may not begin performance until preliminary documents are submitted and accepted/approved as appropriate.

Option 1 does not carry any additional period of performance but must be awarded within the same fiscal year as the base Cooperative Agreement.

<b>Item</b>	<b>Anticipated Period of Performance</b>	<b>Anticipated Award Date</b>
Base Period	60 Months from Date of Award	25 April 2025

Option 1	Concurrent with Base Period	FY 2025
----------	-----------------------------	---------

**F. PROVISIONS TO THE RECIPIENT**

MCAGCC agrees to the following terms for this cooperative project:

1. MCAGCC agrees to provide installation access to the Recipient for projects conducted on the Combat Center.
2. MCAGCC agrees to provide relevant data, reports, and GIS information for projects conducted on the Combat Center.

Funding. USMC agrees to provide funds to support landscape resiliency and desert tortoise recovery monitoring within the project area and reserves the right to modify this agreement to increase the level of funding based on relevant commitments.

**G. GENERAL REQUIREMENTS**

1. The Recipient shall be able to issue contracts, agreements, and grants, to other entities for specific projects related to landscape resiliency and desert tortoise conservation in the Mojave Desert.
2. The Recipient shall function in coordination with USFWS to conduct conservation work on their behalf, according to their Congressionally-chartered mandate.
3. The Recipient shall provide a Program Manager capable and qualified to meet the requirements of the Scope of Work. This person shall have, at the minimum:
  - A Bachelor’s degree in wildlife biology, natural resources management, ecology, or similar field of study
  - Three years of professional experience managing a funding/granting program for conservation actions, or two years in such a capacity plus at least one year working on conservation actions in the southwest.

**Any change to the Program Manager after award of Cooperative Agreement, shall require approval by the CAA**

4. The Government reserves the right, during the term of this Cooperative Agreement, to review work histories of any Recipient’s employee for the purposes of verifying compliance with the above requirements. The Government may, in its sole discretion, determine that an employee is noncompliant and require substitution of a compliant employee and such requirement shall not be grounds for equitable adjustment or claim. The Government may, in its sole discretion, reject a proposed employee.

5. If the Program Manager is unable to conduct the duties as described in this Scope of Work, including for reasons unrelated to this project, the Recipient shall replace the individual without any loss in service provided to the Government. The Government may, in its sole discretion, reject the proposed replacement employee.
6. Personnel assigned to, or utilized by, the Recipient in performance of work shall be fully capable of performing the contemplated functions of the respective labor categories in an efficient, reliable, and professional manner.
7. **Security Clearance:** All personnel working on this Cooperative Agreement shall be United States citizens or shall carry a valid U.S. Immigration Alien/Registration card. The Recipient shall be responsible for obtaining any security clearance, certifications, licensing, and proof of citizenship/alien status that may be required by personnel to support those tasks performed under this Cooperative Agreement within the footprint of MCAGCC.
8. The Recipient is responsible for providing information required for obtaining clearances, permits, passes, or security badges required for personnel or equipment access. This includes information required for police or background checks or investigations and all other requirements of the issuing activity. The Recipient shall provide all necessary information to the Government to allow access privileges.
9. All Non-Government personnel working on the Base are required to obtain credentials for entry. MCAGCC recently implemented the Defense Biometric Identification System (DBIDS), a new Physical Access Control System. Recipients and vendors on official business without CAC access must obtain a DBIDS credential/pass. The Cooperator must immediately report instances of lost or stolen badges to the Grants Officer. Failure of Cooperator personnel to obtain entry approval will not affect the Cooperative Agreement price or time of completion. All Cooperator personnel shall become familiar with and obey all Government regulations including fire, traffic, and security regulations.
10. The Recipient is responsible for ensuring such clearances, permits, passes, or security badges are promptly returned to the issuing activity upon termination of an employee, completion of a project, or termination of this Cooperative Agreement.
11. The Commanding Officer of MCAGCC has broad authority to remove or exclude any person in fulfilling his responsibility to protect personnel and property, to maintain good order and discipline, and to ensure the successful and uninterrupted performance of the Marine Corps mission. In the exercise of this authority, the Commanding General may refuse to grant personal entry passes or may bar employees, including employees who have been granted a personal entry pass. Refusal to grant an employee a personal entry pass of an employee may necessitate the replacement of the employee by the Recipient to continue performance under this Cooperative Agreement.
12. **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.

13. Throughout the term of this Cooperative Agreement the CATR and the BTR 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 Cooperative Agreement.

14. The Recipient's employees shall observe and comply with all Base rules and regulations applicable to personnel, including those applicable to the safe operation of vehicles, and shall not be present in locations not required for the proper performance of this Cooperative Agreement.

15. Personnel performing work under this Cooperative Agreement shall be readily identifiable as an employee of the organization through the use of uniforms or name tags, or via an alternate method approved by the Grants Officer.

16. Personnel and equipment entering a military installation are subject to security checks. Personnel shall follow any direction given by Military Police or other security or safety personnel.

17. **Correspondence** – The Recipient shall provide copies of all correspondence to CATR and BTR. The Cooperative Agreement number shown in the heading of this scope of work shall be used on all reports and correspondence relative to this Cooperative Agreement.

18. **Oral Directions** – Verbal directions, instructions, explanations, commitments and/or acceptances conveyed to the Recipient or their personnel by any Government employee shall not be construed by the Recipient as a change in scope to this Cooperative Agreement. Any change or changes in scope of work must be issued to the Recipient, in writing, by the Grants Officer to be binding on the Government.

19. **Public Affairs** – The Recipient shall refer all press (media) or public contacts, in matters of public concern, to the BTR and shall notify the CATR of their actions. The personnel shall not discuss any issues with the press or public contacts until authorization has been obtained from the BTR and Navy's Public Affairs Officer. The contractor shall not make available to the news media, nor make public disclosure of, any data resulting from actions in this Cooperative Agreement. The Recipient may not distribute reports or data to any other source, unless specifically authorized by the BTR and Navy's Public Affairs Officer.

20. **Ownership of Data and Materials** – With exception to research data, title to all data recovered or generated under this solicitation is vested with the U.S. Marine Corps.

21. **Security** – Since the materials and data, with the exception of research data, generated under this solicitation are the property of the Government and since the Recipient will be acting as an agent of the Government, the Recipient shall continually provide for the secure safekeeping of the data, or any other material in their custody.

22. **Publicity** –Each Party shall promptly notify the other Party upon receiving any public inquiry regarding this Agreement or the activities carried out hereunder. In addition, each Party shall provide the other Party when reasonably practicable with a reasonable opportunity to review and comment on any written public announcement or other written statement concerning this Agreement or the activities carried out hereunder. Recipients of public inquiry requests shall not respond to any inquiries about this Agreement from the news media, nongovernmental organizations or other persons without the prior consent of the other parties. The Recipient shall ensure all inquiries are promptly notified to the all parties in accordance with Section 7.1, and all responses are in accordance with Section 7.1 of this agreement.

23. All work conducted in support of this Cooperative 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.

24. The data obtained through this Cooperative Agreement and its subsequent agreements 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 Cooperative 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 CAR or BTR, at their discretion, may subject draft work plans, draft reports or draft manuscripts to external peer review.

25. Sections of this Cooperative Agreement may be added to, deleted, or modified during 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 or the Scope of Work of subsequent agreements that are deemed necessary to carry out this Cooperative Agreement shall be discussed with and mutually agreed to by the Recipient, CAR, CAA and BTR prior to implementation by the Recipient. Changes to this Agreement will be made effective only through a Cooperative Agreement modification signed by the Recipient and the Grant Officer.

26. **Confidentiality.** Each Party shall clearly indicate any information it believes to be non-public and confidential in nature, and provide the other Party with its reason for such designation (any information so reasonably designated, “Presumed Confidential Information”). Each Party shall maintain the confidentiality of Presumed Confidential Information and shall not disclose Presumed Confidential Information to any third party; provided that nothing contained herein shall prevent either Party from disclosing Presumed Confidential Information where it has the prior written consent of the Party to which the Presumed Confidential Information pertains or where it is required to do so by law or regulation (including, but not limited to, the U.S. Freedom of Information Act of 1967).

## **H. SPECIFIC REQUIREMENTS**

Resiliency: This Cooperative Agreement funds resilience activities to prevent, combat, and mitigate drought, fire, and flood resilience activities within the footprint. The Cooperator shall provide oversight

and engagement opportunities to encourage partnering and greater participation in the Sentinel Landscape. The Cooperator shall also administer funds and oversight of projects that support Sentinel Landscape objectives, specifically projects and actions that positively affect stormwater infiltration, groundwater recharge, soil health, habitat, wildland fire risk reduction, and heat mitigation in the Sentinel Landscape and adjoining installations.

RASP: This Cooperative Agreement funds the following activities: recovery monitoring following the USFWS protocol for range-wide monitoring (FWS 2015a,b); maintenance and updates to the Mojave Desert Tortoise Implementation Plan (NFWF 2022); and implementation of recovery actions based on Priority Implementation Strategies. Typically this is performed in part through an open Request for Proposal (RFP) process using annual funding supplied by DoD. To date, USMC, Army, and Readiness and Environmental Protection Integration (REPI) have been the only funding partners, but the program is open to other interested parties.

RASP OPTION 1: This option is pre-negotiated to allow installation funds to support MCAGCC ongoing mitigation needs for the desert tortoise translocation projects. The funds, if available, would supply an additional \$1 million in FY25 to prepare for the next RFP and will be used to fund those activities listed directly above in RASP.

<b>Item</b>	<b>Anticipated Amount</b>
Base Award	
Headstarting	\$2,960,232.51
Habitat Modeling	\$815,769.00
Resilience Modeling	\$815,769.00
RASP	\$2,680,955.00
Administration	\$727,272.55
Base Total	\$7,999,998.06
Option 1	
RASP	\$999,999.00
<b>Grand Total</b>	<b>\$8,999,997.06</b>

## **I. MEETINGS/COORDINATION**

1. The Recipient or his/her designee will attend (in person or virtual) a kick-off meeting with the CAR and BTR. The CAR shall arrange the meeting. The meeting shall take place within 10 working days of the Cooperative Agreement award. The purpose of the kick-off meeting is to discuss any questions the Recipient may have regarding the Cooperative Agreement and lay out the framework for accomplishing the requirements.

2. The Recipient shall be available throughout the Cooperative Agreement period for consultation with the CAR and BTRs on matters involving data analysis or development of the report/manuscript. These meetings can be either face to face or via phone conference.

## **J. SUBMITTALS and SCHEDULES**

The Recipient agrees to submit the following deliverables:

1. **Plan of Actions and Milestones:** The Recipient shall develop a Scope of Work (SOW) and milestone timeline outlining all actions and milestones necessary to put the Fund in place that meets the requirements of the DoD. The draft SOW and milestone timeline shall be provided to the CAR and BTR sixty (60) calendar days after the Kick-off Meeting. The final SOW and milestone timeline is due within fifteen (15) calendar days after receipt of government comments. In the event the dates approved on the SOW and milestone timeline are not met, the Recipient is responsible for keeping the milestone timeline up to date throughout the length of this Cooperative Agreement.

2. **Annual Report:** Annual status reports will be required as part of this project. The annual report will come in two parts: the fiscal report filed on an SF-425 and attached to an invoice as a general requirement for all cooperative agreements, and a written report detailing activities, strategies, successes, and lessons learned throughout the previous year. This report shall be delivered at least once per fiscal year and the date shall be determined by unanimous agreement between the BTR, the CAR, and the Cooperator based in part on reporting needs of other participating agencies. The determined date shall be included in the Plan of Actions and Milestones for record.

Additional partnering materials will be delivered as necessary or useful in encouraging further participation in the project. These materials are not a requirement of the scope, however they shall follow the clauses regarding publications and outreach in sections G, K, and L.

## **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 for 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 Cooperative Agreement and authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. The Department of the Navy (DoN) acknowledges and agrees that the Recipient’s fundamental consideration in performing the research under this Cooperative 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 Cooperative Agreement to the DoN 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 DoN in quantities jointly determined by the DoN representative and the Recipient at the time of publication.

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

#### **M. SAFETY**

Any field work conducted through execution of the fund established by this Cooperative Agreement shall follow NFWF/NAVFAC safety protocols.

#### **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 monthly during the fieldwork portion; after submittal of the draft report; and after receipt of the final report.

2. Any requirement for the payment or obligation of funds, under the terms of this Cooperative 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 Cooperative Agreement shall be construed as implying that Congress will, at a later time, appropriate funds sufficient to meet deficiencies.

3. 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.

4. Financial Reports shall be prepared in accordance with 2 CFR 200, are required in accordance with the following schedule, and shall be submitted to the CAA and CATR.

Financial Reports	Reporting Period	Due Date
Request for Advance or Reimbursement (SF270)	Submitted with any invoice on WAWF for Advance or Reimbursement	Contemporaneous with any invoice submitted on WAWF
Final Financial Status Report (SF425 marked final in box 6)	Period of performance	90 days after end of period of performance

## 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.fsr.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) 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) 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) Applicable North American Industry Classification System (NAICS) code.

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

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

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

#### **R. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE OR EQUIPMENT (2 CFR § 200.216)**

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

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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

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

(d) See also § 200.471.

**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 Systems Command San Diego, CA shall be given thirty (30) days written notice prior to making any material change in or the cancellation of the self insurance program."

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

d. "This insurance certificate is for use of facilities at Marine Corp Air Ground Combat Center Twentynine Palms under this Cooperative Agreement, No. N62473-25-2-0002"

**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 Systems Command, Facilities Engineering Command, shall be given thirty (30) days written notice prior to making any material change in or the cancellation of the policy."

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

d. "This insurance certificate is for use of facilities at Marine Corp Air Ground Combat Center Twentynine Palms under this Cooperative Agreement, No. N62473-25-2-0002"

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

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

## ATTACHMENT B WAWF INSTRUCTIONS

### DFARS 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(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.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (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 System for Award Management at <https://www.sam.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 shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s): CONSTRUCTION AND FACILITIES MANAGEMENT INVOICE

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer. Navy Construction/Facilities Management Invoice

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

NOT APPLICABLE

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

(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>HQ0871</b>
Issue By DoDAAC	N62473/ ECOMP
Admin DoDAAC	N62473/ ECOMP
Inspect By DoDAAC	N62473/ ECOMP
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N62473/ ECOMP
Service Acceptor (DoDAAC)	N62473/ ECOMP
Accept at Other DoDAAC	N/A
LPO DoDAAC	N62473/ ECOMP
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(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.

NAVFAC\_SW\_ECOMP\_inspector@navy.mil

[david.k.mcnaughton2.civ@us.navy.mil](mailto:david.k.mcnaughton2.civ@us.navy.mil)

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)