

STATEMENT OF WORK FOR
Terrestrial Invertebrate Survey Specimen Identification and Consultation for
U.S. Navy Support Facility,
Diego Garcia

Period of Performance: 24 months from date of award

Prepared For:
Naval Facilities Engineering Systems Command, Far East

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A. INTRODUCTION

Diego Garcia is a tropical coral atoll located south of the equator in the central Indian Ocean, positioned at 7°26' south latitude and 72°23' east longitude. The atoll lies at the southern tip of a long chain of coral reefs, atolls, and islands comprising the Laccadives, Maldives, and the Chagos Archipelago. While both native and non-native terrestrial invertebrate species inhabit Diego Garcia, we know little about them, as to-date few comprehensive terrestrial invertebrate surveys have been conducted there. The last published compilation (Hutson, 1981) listed 49 species of insects recorded for Diego Garcia with 113 for the Chagos Archipelago as a whole.

In 2016-2017, the Zoological Society of London, working in partnership with the Chagos Conservation Trust, established a comprehensive species list and inventory of the terrestrial invertebrates found in the Chagos Archipelago (M. Robertson, personal communication, April 18, 2018). The list, based upon a thorough review of all available literature, noted over 360 unique species of terrestrial invertebrates found on Diego Garcia. The atoll's history of human habitation, its abundance of vegetation and standing water, and the increased contact between it and the outside world have undoubtedly influenced the growing number of terrestrial invertebrate species found there.

The U.S. Navy (NAVFAC Pacific, NAVFAC Far East, and U.S. NSF Diego Garcia) in an effort to better understand the terrestrial natural resources of Diego Garcia will be conducting general baseline terrestrial invertebrate (primarily insects and other arthropods) surveys on the main atoll and its three barrier islands. Such surveys have been identified as needed actions within the facility's Integrated Natural Resources Management Plan (INRMP) and are consistent with the conservation of natural resources requirements imposed through the Sikes Act (16 USC §670(a)(1)(A)). A survey was conducted by NAVFAC Pacific in 2012, but almost all of the specimens were destroyed in storage. Only some of the specimens that were preserved in alcohol remain intact.

B. PURPOSE

The purpose of this project is to provide identification of specimens collected on Diego Garcia in 2012, and to provide consultation to Navy staff for additional survey work to be conducted on Diego Garcia and to identify to the lowest taxonomic level possible for those specimens collected during new surveys. Per the Sikes Act, the Department of the Navy (DoN) is required to implement and maintain a balanced and integrated program for the management of natural resources. In order to attain this goal, the facility's natural resources manager must have an understanding of the facility's natural resources to ensure that proper management measures/decisions are made.

Baseline surveys to establish the presence and mitigate potential negative impacts of non-native/invasive terrestrial invertebrates on Diego Garcia are necessary, as are surveys to ascertain the presence of, and proactively conserve and manage the atoll's native/endemic invertebrate species. Conservation of Diego Garcia's native terrestrial invertebrates, including its pollinator species, supports the DoD mission in helping to maintain diverse, healthy ecosystems that provide a variety of habitats for realistic testing and training exercises (DoD, 2018).

C. LOCATION

Terrestrial invertebrate surveys will be conducted on Diego Garcia's main atoll and its three barrier islands. All specimens collected on Diego Garcia will be transported using agreed upon preservation methods and delivered to the Cooperator for identification.

D. DESIGNATED REPRESENTATIVES

1. The Cooperative Agreement Administrator (CAA) is Mr. Kristopher Tom, Supervisory Contract Specialist/Contracting Officer, Naval Facilities Engineering Systems Command, Pacific (NAVFAC PAC), Environmental Contracts Branch, ACQ32; 258 Makalapa Drive Suite 100, JBPHH, Hawaii, 96860. Phone: (808) 474-4551; E-mail: kristopher.tom@navy.mil.

2. The Cooperative Agreement Technical Representative (CATR) is Cory Campora, Supervisory Fish and Wildlife Biologist, NAVFAC PAC, Natural Resources Branch, EV22; 258 Makalapa Drive Suite 100, JBPHH, HI 96860. Phone: (808) 472-1408; E-mail: cory.campora@navy.mil.

The CATR is responsible for ensuring that all work is performed per the requirements and specifications outlined in this Cooperative Agreement, and that the work performed, including all written reports and professional services are of an acceptable technical quality. For this Cooperative Agreement, the CATR shall be the first and primary point of contact for the Cooperator and Facility Representative (including their respective representatives or staff) 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 Alternate Cooperative Agreement Technical Representative (ACATR) is Norma Creps, Wildlife Biologist, NAVFAC PAC, Natural Resources Branch, EV22; 258 Makalapa Drive Suite 100, JBPHH, HI 96860. Phone: (808) 472-1408; E-mail: norma.creps@navy.mil.

The ACATR will serve as the CATR in the absence of the CATR.

4. Naval Support Facility, Diego Garcia Representatives are: Antenor Linda Corpus, Natural Resource Specialist, NAVFACFE PWD Environmental, PSC 466 BOX 05, FPO AP 96595 Phone (DSN): 246-370-4546; E-mail: Linda.Corpus.RP@fe.navy.mil

And Robert Uyeyama, Environmental Planning and Conservation (EV2) Supervisor NAVFAC Far East; Phone (DSN): (315) 243-7720, from US dial: 011-81-46-816-7720; E-mail: robert.uyeyama@fe.navy.mil

The Facility Representatives are responsible for providing the CAA, via the CATR, the technical requirements for this Cooperative Agreement's scope of work specifications. The Facility Representatives have no authority to make any changes to the Cooperative Agreement as only the CAA may affect such change. The Facility Representatives likewise have no authority to direct or change any work identified in this Cooperative Agreement.

5. Any change in this scope of work must be issued to the Recipient, in writing, by the Grants Officer to be binding on the government. No 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 the time of proposal submission, the individual within their organization authorized to negotiate with the Cooperative Agreement Administrator. The designation will stipulate the individual's authority to commit the Recipient.

7. For the purposes of this Agreement, the term Recipient, also referred to as Cooperator herein, shall mean CESU recipient.

E. PERIOD OF PERFORMANCE

Period of Performance
24 months from date of award

The proposed Period of Performance for the Agreement is effective from the date of award through the Period of Performance end date. The Period of Performance will consist of a twenty-four (24)-month period, beginning on the date of award. However, the parties may extend the period of performance of the CA by written modification. The Period of Performance is a non-severable service that results in a comprehensible deliverable (Task 4 –Final Report) with the anticipated end-date being the date of acceptance of the Final Report by the Government.

Total duration of this Agreement shall not exceed 24 months. A thirty (30) day period, starting on the date of award, will be used for the Cooperator to provide preliminary documents to the CAA (via the CATR). Documents include, but are not limited to, Insurance documents/certificates, Accident Prevention Plans/Site Health and Safety Plans (as applicable), Draft Work Plans, etc. The Cooperator may not begin performance until preliminary documents are submitted and accepted and/or approved by the CAA.

The award includes four (4) main tasks described within Section F of this SOW.

F. DESCRIPTION OF REQUIREMENTS

The purpose of this project is to provide consultation to U.S. Navy staff for terrestrial invertebrate survey work to be conducted on Diego Garcia, and to identify, to the lowest taxonomic level possible, those specimens collected in 2012 and additional specimens collected during new surveys. The Cooperator will meet with U.S. Navy staff and provide input on the terrestrial invertebrate survey strategy, including any important terrestrial invertebrate species or groups that U.S. Navy staff should target during the surveys. The Cooperator will likewise provide input on the most effective collection methods and provide specimen preservation techniques for the various terrestrial invertebrate species targeted.

It is estimated that the total number of species to be identified from the 2012 samples ranges from between 25-50 and the total number of species to be identified from new samples will range from between 150 to 300. The Cooperator will identify, to the lowest taxonomic level possible, as many if not all specimens observed/collected. Identifications will be based on in-house expertise with outside expertise consulted if further resolution is required. An excel database of all terrestrial invertebrates caught/observed will be constructed and submitted with the final report. The species database shall include (a) lowest taxonomic identification, (b) status (adventive, endemic, indigenous), and (c) previously collected or new record. The Cooperator will prioritize species identifications on specimens that are native and/or potentially rare and alien species that are significantly invasive or previously unrecorded on Diego Garcia. For these ecologically important species, the Cooperator will also provide available natural history information pertinent to their conservation and/or management in a separate data sheet. Such information should include (a) taxonomy, (b) known or inferred distribution, (c) life history, (d) habitat requirements including vegetation associations and known or suspected host plants, (e) sensitivity to habitat change or disturbance, (f) management/conservation recommendations, and (g) representative photograph(s).

Detailed monthly progress reports will include information on all completed identifications. A draft, pre-final, and final report written in scientific journal style and format will also be provided. These documents will include at least the following: 1) Title Page showing: title, date, Cooperative Agreement number, NAVFAC PAC, contact information for the Cooperative Agreement Technical Representative (CATR), and the text “funded by U.S. Navy”; 2) Executive Summary; 3) Introduction; 4) Methods; 5) Results; 6) Discussion; and 7) Database table and data sheets as appendices. Confirmation in writing by the CATR is required for any deviations from these requirements.

The Final Report will incorporate responses to comments provided by the CATR and Facility Representatives and be accompanied with a comment response matrix. The Final Report will include management and/or conservation recommendations for all rare, native or previously unreported invasive species.

Data deliverables will include the excel database of all terrestrial invertebrates identified and data sheets of significant species. Any photographs of taken of specimens as part of this agreement will become the joint property of the US Navy and the Cooperator and will be labeled with date, genus and species, and photographer. All significant specimens will be properly preserved and catalogued at an agreed upon public repository.

All labor, materials, tools, supplies, services, equipment, project management, permits, administration, and incidentals necessary to perform all work in accordance with this SOW will be furnished by the Cooperator.

The Cooperator will submit their proposal with a cost estimate inclusive of the following major tasks:

- TASK 1: Project Consultation, Management, Meetings and Progress Reports
- TASK 2: Work Plan
- TASK 3: Specimen Identification and Species Database and Data Sheets

- TASK 4: Draft, Pre-final, and Final Project Report

TASK 1: Project Consultation, Management, Meetings and Progress Reports

Within 30 days of Cooperative Agreement award, the Cooperator will meet with U.S. Navy staff for a consultation. It is anticipated that such consultation can be accomplished in one meeting; however, more meetings and correspondence may be required. The Cooperator will be responsible for participating in a minimum of two additional one-hour teleconferences during each fiscal year, for the life of the project. Additional meetings may be required at the discretion of the CATR or NSF Diego Garcia Representatives. The purpose of these meetings will be to discuss terrestrial invertebrate surveys, collection techniques, findings and progress of the project, and address any issues or concerns of the Cooperator.

The Cooperator will submit monthly progress reports via email within the first seven days of the month to the established points of contact. Monthly progress reports will provide a description of the project accomplishments and all activities within the reporting period. Progress reports will also discuss any problems faced, methods used to overcome those problems, and the tasks to be performed in the coming month.

All progress reports will include:

1. The name of the Cooperator, the project title, the Cooperative Agreement number, date of the report, and period covered by the report.
2. A summary of accomplishments and all activities for the period.
3. A statement explaining any problems, delays, or adverse conditions encountered and efforts undertaken by the Cooperator for problem resolution.

The Cooperator will immediately notify the CATR of developments that have a significant impact on activities covered by this agreement. *[Note: This means that if the Cooperator encounters problems, they should inform the CATR immediately and not wait until the next Progress Report is due.]*

Standards for Submittal/Deliverable

All submittals/deliverables will be of the highest professional quality and will be rejected if any of the following exists:

- there are typographical errors, spelling, or grammar mistakes; or
- results and discussions are not tied directly and continually to natural resource management concerns of the installation; or
- the document is not organized in a manner that flows well; or
- the document does not provide appropriate context, background, literature review, and comparison to other relevant studies, locations, and similar species; or

- the document is not fully formatted (e.g. functional table of contents links, consistent fonts/styles throughout document, accurate page numbers, accurate and complete stand-alone appendices [if applicable], accurate and functional figure titles, table titles, section headers, and table of contents need to be complete and accurate); or
- references/literature not cited fully or cross-checked between what is in the document vs. what is presented in the references section;

TASK 2: Work Plan

The Cooperator will prepare and submit a draft Work Plan within 10 days of the Consultation Meeting. A final Work Plan that addresses government comments and clearly describes all planned methods for specimen preservation, identification, and storage will be submitted within 30 days of the Consultation Meeting, and prior to the start of any project-related work.

TASK 3: Specimen Identification and Species Database and Data Sheets

At least one qualified entomologist (see minimum qualifications in Section H below) will conduct all consultation and specimen identification. Specimen identification will be to the lowest taxonomic level possible with as many, if not all, specimens collected identified within the timeframe allotted. All specimen identifications will be catalogued using an Excel database to be constructed and submitted with the final report. The species database shall include (a) species scientific name, (b) status (adventive, endemic, indigenous), and (c) if the species was previously collected or is a new record. Photo documentation of significant specimens will likewise be kept, with all photographs having a minimum of 1Mb resolution.

The Cooperator will provide available natural history information for collected species that are deemed significant based on being rare, native, or previously unreported and invasive. This information shall be formatted in the form of a data sheet to include: (a) taxonomy, (b) known or inferred distribution, (c) life history, (d) habitat requirements including vegetation associations and known or suspected host plants, (e) sensitivity to habitat change or disturbance, (f) management/conservation recommendations, and (g) representative photograph(s).

TASK 4: Draft, Pre-final, and Final Project Report

A draft report will be provided within 30 days of completion of awarded work. The draft report will be submitted electronically in Word format. The draft report will be a complete document proofread for spelling and grammatical errors, and should contain all text, figures, graphics, photographs, and appendices for review. The draft and final report will include management and/or conservation recommendations for all rare, native, or previously unreported invasive species.

A pre-final report will be submitted in Word format no later than 30 days after receipt of Navy comments on the draft and will incorporate responses to comments and be accompanied with a comment response matrix. Within 10 days of government comments on the pre-final report, the final report will be provided. Submission of the final report will only be after the Cooperator has addressed all Government comments. The final report will be distributed via electronic copy

(both Word and PDF) and will include all source files (database Excel spreadsheet, photographs, etc.)

The final report will be written in scientific journal style and format and will include at least the following: 1) Title Page showing: title, date, Cooperative Agreement number, NAVFAC PAC, contact information for the Cooperative Agreement Technical Representative (CATR), and the text “funded by U.S. Navy”; 2) Executive Summary; 3) Introduction; 4) Methods; 5) Results; 6) Discussion; and 7) Database table and data sheets as appendices. Confirmation in writing by the CATR is required for any deviations from these requirements.

Data deliverables to be provided with the final report will include an excel database of all terrestrial invertebrates identified and all photography acquired as part of this Agreement. Photographs taken as part of this agreement will become the joint property of the US Navy and the Cooperator and will be labeled with or have information recorded to include date, specific subject (genus and species), and photographer.

All reports submitted to the Government will be generally free of typographical errors, grammatical errors, formatting inconsistencies, and incorrectly labeled tables and figures and will provide proper citations for all documents referenced.

G. PROVISIONS TO THE RECIPIENT

The Department of the Navy (DoN) agrees to the following terms for this Cooperative Agreement:

1. To provide funds to support terrestrial invertebrate identification and cataloguing, and review and edit reports.
2. To provide natural resources management plans, GIS Data, and other available pertinent information regarding the natural resources of Diego Garcia upon request from the Cooperator.
3. To collect and properly preserve terrestrial invertebrate specimens and provide them to the Cooperator for identification and cataloguing.

H. QUALIFICATIONS

The Cooperator will provide qualified personnel for consultation and terrestrial invertebrate specimen identification work. Proper experience for key personnel is critical. The Project Manager for this work will meet the following minimum qualifications:

- i. Hold at least a Bachelor’s degree in Entomology from an accredited college or university and possess subject matter expertise in identification of tropical terrestrial invertebrate species and tropical native and invasive vegetation types.

- ii. Have at least 5 years of demonstrated full-time professional experience applying theories, methods, and practices of entomology with knowledge that enables accurate identification, and documentation of tropical terrestrial invertebrate resources.
- iii. Have a demonstrated ability to manage and implement research design and sampling strategies, make strategic and professional decisions, and have oral and written communication skills as evidenced by completed technical reports and/or publications.
- iv. Have knowledge of state, federal, and international laws pertaining to invertebrate collection and transport.

Laboratory Technicians working under the direction of the project manager must have at least 2 years of experience sorting and identifying insects.

The Cooperator will provide the CAA (via the CATR) the names of persons being considered for work under this Agreement along with two references (with contact information) that are familiar with, and can confirm the personnel's qualifications related to i-iv above. Documentation (i.e. resume, curriculum vitae) that substantiates personnel meet the minimum qualifications above will be provided to the CATR. The Cooperator must not replace or substitute personnel without prior written approval by the CAA (via the CATR).

I. SPECIFIC REQUIREMENTS

1. The Cooperator will be responsible for providing all labor, management, supervision, tools, materials, and equipment for fulfillment of this SOW. Upon completion of the work, any non-disposable items purchased under this SOW will become the property of the US Navy.
2. The Cooperator is ultimately responsible for providing oversight, guidance, and quality control and will ensure the professional quality and technical accuracy of all consultation and identification work, report writing, graphics, and macro photography under this Cooperative Agreement.
3. The Cooperator will coordinate with the CATR and NSF Diego Garcia Representatives in providing needed consultation and in development of the work plan and participation in the review process for the deliverables.
4. The Cooperator will properly preserve and maintain all terrestrial invertebrate specimens collected during the course of this agreement and ensure timely transfer to an agreed upon public depository.
5. All submittals/deliverables will be of the highest professional quality and will be rejected if any of the following exists:
 - there are typographical errors, spelling, or grammar mistakes; or
 - results and discussion are not tied directly and continually to natural resource management concerns of the installation; or
 - the document is not organized in a manner that flows well; or

- the document does not provide appropriate context, background, literature review, and comparison to other relevant studies, locations, and similar species; or
- the document is not fully formatted (e.g. functional table of contents links, consistent fonts/styles throughout document, accurate page numbers, accurate and complete stand-alone appendices [if applicable], accurate and functional figure titles, table titles, section headers, and table of contents need to be complete and accurate); or
- references/literature not cited fully or cross-checked between what is in the document vs. what is presented in the references section;

6. All parties involved in this agreement agree to comply with all applicable laws and regulations pertaining to the provision of a safe and respectful workplace and to provide a work environment free of harassment and intimidation for such party's own employees and third parties.

J. 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 the Recipient. The Government will notify the Recipient in advance of all 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 CA.

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 will be the Recipient's right to publish the results of such research for academic and scientific purposes. The Recipient will submit, for review and comment, any proposed professional, scientific or non-scientific report, paper or note published or unpublished or be part of any technical or non-technical presentation or be provided to anyone not a party to this Agreement to the DoN thirty (30) days prior to the submission of the work mentioned above. This courtesy does not expire and provides the government's public affairs office with notice.

2. The acknowledgements for any paper or presentation resulting from this work will include the following statement: "This research was funded by the Department of the Navy."

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

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

K. RELEASE OF INFORMATION

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

L. SUBMITTALS & SCHEDULES

1. Electronic copies of all submittals/schedules/deliverables (examples include, but are not limited to, monthly progress reports, draft/final reports) will be provided to the CAA for retention in the official agreement file.
2. The Recipient will adhere to the schedule below, unless otherwise approved by the CAA and CATR. Specific dates may be established and/or finalized during the consultation meeting.
3. Deliverable Specifics
 - a. The Government will have 30 calendar days from receipt of draft report(s) to review and return comments to the Recipient. All final reports will be submitted by the Recipient within 30 days or less of receipt of Government comments. The Government will have a 30-day review period from receipt of final reports (reports with Government comments incorporated).
 - b. Any resulting publically available information (peer-reviewed publication, conference/workshop presentation, etc.) will be provided to the Navy as a .pdf of the final document at no additional cost.
 - c. Processed and raw data will be provided in an Excel database.
 - d. The Department of Defense (DoD) has been directed to provide an approach to support increased public access to peer reviewed scholarly publications and digitally formatted scientific data arising from unclassified publicly releasable research and programs funded wholly or in part by the DoD, as directed by the Office of Science and Technology Policy (OSTP) Memorandum: “Increasing Access to the Results of Federally Funded Scientific Research” PARR), dated 22 February 2013 and the ‘DoD Plan to Establish Public Access to the Results of Federally Funded Research’ dated February 2015. By providing greater public access to DoD funded research, the Department seeks to encourage and accelerate scientific breakthroughs and innovation of potential interest to the DoD in carrying out its mission. A robust industrial base and commercialization of DoD technologies will also benefit entrepreneurship, and enhance economic growth and job creation.

Deliverable	Due Date	Format/Copies
Meetings and Coordination		
i) Consultation Meeting	Within 30 days of the Date of Award	Agenda - electronic MS Word/PDF format (email)

ii)	Additional project review meetings (minimum of 2 per fiscal year for life of project)	TBD	Agenda - electronic MS Word/PDF format (email)
Plans, Data, and Reports			
i)	Draft Work Plan	Within 10 days of the Consultation Meeting	Electronic-MS Word/PDF format (email)
ii)	Final Work Plan	Within 30 days of the Consultation Meeting and prior to initiation of any project related work.	Electronic-MS Word/PDF format (email)
iii)	Progress Reports	Delivered by the 7 th of each month post CA award	Electronic –MS Word/PDF format
iv)	Draft Report	Within 30 days of completion of awarded work	Electronic (email) (MS Word)
v)	Pre-Final Report	No later than 30 days after receipt of Navy comments on draft	Electronic (email) (MS Word)
vi)	Final Report	Within 10 days of government comments on the pre-final report	Electronic – MS Word/PDF format (email)
vii)	Data Deliverables	Provided with the Draft and Final Report	CD ROM (photographs/data)

M. SAFETY

The work involved with this Agreement does not involve any potentially hazardous activities outside of normal actions that would be anticipated by the Cooperator (e.g. the work involves species identification and report writing only); therefore, the Recipient will not be required to develop an Accident Prevention Plan (APP) or Site-Specific Safety and Health Plan (SSHP).

N. HOLD HARMLESS

1. The Government will not be responsible for the loss of or damage to property of the Cooperator and/or his/her representatives, or for personal injuries to the Cooperator and/or his/her representatives arising from or incident to the use of government facilities or equipment. The Cooperator shall indemnify, hold harmless, defend and save Government harmless and shall pay all costs, expenses, and reasonable attorney’s fees for all trial and appellate levels and post-judgment proceedings in connection with any fines, suits, actions, damages, liability and causes of action of every nature whatsoever arising or growing out of, or in any manner connected with, the occupation or use of Government Premises by Recipient, its employees, servants, agents, guests, invitees, and cooperators. This includes, but is not limited to, any fines, claims, demands and causes of action of every nature whatsoever that may be made upon, sustained or incurred by

the Government by reason of any breach, violation, omission or non-performance of any term, covenant or condition hereof on the part of the Cooperator, its employees, servants, agents, guests, invitees, or cooperators. 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 the Cooperator or its respective officers, agents, servants or employees. However, this indemnity shall not extend to damages due to the sole fault of the Government or its employees, agents, servants, guests, invitees or cooperators. This covenant shall survive the termination of this Cooperative Agreement.

2. In the event of damage, including damage by contamination, to any Government property by the Cooperator, its officers, agents, servants, employees, or invitees, the Cooperator, at the election of the Government, shall promptly repair, replace, or make monetary compensation for the repair or replacement of such property to the satisfaction of the 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 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 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 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 Government of written notice thereof, regardless of any prior act or failure to act or negligence of the Recipient or the Government or any other person concerning such amount or change in coverage.

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

higher education who provide evidence of a self-insurance program 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 Government Premises to carry and maintain the insurance required below:

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

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

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

P. PAYMENTS

1. Partial payments equal to the amount of work accomplished may be made monthly during the period of performance of this agreement.

2. The final payment of 15 percent of the Cooperative Agreement overall value shall be paid when the final report and all other submittals listed in Section L 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 Supplement (DFARS) 252.232-7006 Wide Area Workflow Payment Instructions. See Attachment B, 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 Cooperator to report information on subcontract awards. The law requires all reported information be made public; the Cooperator is therefore responsible for notifying its sub awardees that the required information will be made public.

Unless otherwise directed by the Cooperative Agreement Administrator, 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 Cooperator shall report the following information at <http://www.fsrc.gov> for each first-tier subcontract:

- (a) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has one.
- (b) Name of the subcontractor.
- (c) Amount of the subcontract award.
- (d) Date of the subcontract award.
- (e) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (f) Subcontract number (the subcontract number assigned by the Contractor).
- (g) Subcontractor's physical address including street address, city, state, and country. Also, include the nine-digit zip code and congressional district.
- (h) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (i) The prime contract number, and order number if applicable.
- (j) Awarding agency name and code.

- (k) Funding agency name and code.
- (l) Government contracting office code.
- (m) Treasury account symbol (TAS) as reported in FPDS.
- (n) The applicable North American Industry Classification System (NAICS) code.

By the end of the month following the month of a contract award, and annually thereafter, the Cooperator shall report the names and total compensation of each of the five most highly compensated executives for the Cooperator's preceding completed fiscal year at

<http://www.ccr.gov>, if –

- (a) In the Cooperator's preceding fiscal year, the Cooperator 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 Cooperator in the previous tax year had gross income, from all sources, under \$300,000, the Cooperator 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 Cooperator does not need to report awards to that subcontractor.

R. REFERENCES

Department of Defense (DoD), 2018. DoD Pollinator Conservation Reference Guide. Armed Forces Pest Management Board Technical Guide No. 9. pp182

Hutson, A.M., 1981. A Preliminary List of Insects of Diego Garcia Atoll, Chagos Archipelago. Atoll Research Bulletin No. 243: 1-29.

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 that 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, Pacific 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".

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

ATTACHMENT A (Continued)
NON SELF-INSURED REQUIREMENTS FORM

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

1. PUBLIC LIABILITY AND PROPERTY DAMAGE

a. Required minimum amounts of insurance listed below:

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

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

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

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

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

d. 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

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(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 System (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):

(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 Grants Officer.

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(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.

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(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.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(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	TBD
Issue By DoDAAC	TBD
Admin DoDAAC**	TBD
Inspect By DoDAAC	TBD
Ship To Code	N/A

Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	TBD
Accept at Other DoDAAC	N/A
LPO DoDAAC	TBD
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.

TBD

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