

**STATEMENT OF WORK
MULTI SPECIES STUDY/SURVEYS
ON BOARD MARINE CORPS AIR STATION
MIRAMAR, CALIFORNIA
N62473-24-2-0007**

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A. PURPOSE

This Cooperative Agreement (Agreement) outlines terms and the cooperative effort of the Department of the Navy, Navy Facilities Engineering Systems Command, Southwest (NAVFAC SW), on behalf of Marine Corps Air Station (MCAS) Miramar, and the Recipient for conducting multi-species studies and surveys. Work associated with MCAS Miramar shall include Threatened and Endangered Species Population Surveys.

B. LOCATION

Location of work associated with this Agreement shall be located on MCAS Miramar.

1. MCAS Miramar is located approximately 13 miles north of downtown San Diego and 4 miles east of the Pacific Ocean. The MCAS Miramar property is about 12 miles long from east to west and about 4 miles from north to south encompassing 23,065 acres. The areas covered under this agreement include all suitable habitat for Threatened and Endangered Avian Species on board MCAS Miramar.

C. DESIGNATED REPRESENTATIVES

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

2. The Cooperative Agreement Technical Representative (CATR) is Jason Fraker, Natural Resources Specialist, NAVFAC SW, 750 Pacific Highway, San Diego, California, 92132, telephone (619) 705-5558, email: jason.s.fraker.civ@us.navy.mil.

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

3. MCAS Miramar Installation Representatives are Dr. Charles Black, Wildlife Biologist, MCAS Miramar, Environmental Management Department Natural Resources, Building 6022; San Diego CA 92145, telephone (858) 307-6498, and email: charles.h.black@usmc.mil and Ronald Clark, Botanist, telephone (858) 307-6426 and email: ronald.clark@usmc.mil

The Installation Representative is responsible for providing the CAA, via the CATR, the technical requirements for this Cooperative Agreement’s scope of work specifications and coordinating access to the survey locations. The Installation Representative have no authority to make any changes to the Cooperative Agreement only the CAA may affect any change to this Cooperative Agreement. The Installation Representative have no authority to direct or change any work identified in this Cooperative Agreement.

4. Any change in scope of work must be issued to the Recipient, in writing, by the Grants Officer to be binding on the 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.

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

6. For purposes of this Agreement, the term Recipient shall mean TBD and all designated representatives.

D. PERIOD OF PERFORMANCE

The proposed period of performance for the Cooperative Agreement consists of one (1) 18-month base period, and four (4) 12 month Option Tasks. The end date is the anticipated date that the final report is accepted by the Government. The exercise of any Option Task is subject to the availability of funds and may be awarded unilaterally. Option Tasks may be unilaterally awarded within the 18-month period of performance of the Base Period, or within any proceeding option task of the Agreement and may run concurrently. The end date is the anticipated date that the Final Report is accepted by the Government. The Government reserves the right to not exercise or award any Option Task.

Item	Period of Performance	Anticipated Award Date
Base Period	18 months from date of award	13 September 2024
Option Task 1	12 months from date of award	Anytime during the course of the Cooperative Agreement
Option Task 2	12 months from date of award	Anytime during the course of the Cooperative Agreement
Option Task 3	12 months from date of award	Anytime during the course of the Cooperative Agreement
Option Task 4	12 months from date of award	Anytime during the course of the Cooperative Agreement

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

E. PROVISIONS TO THE RECIPIENT

1. Technical Information. MCAS Miramar agrees to provide management plans, GIS data and other materials containing detailed information of the natural resources on the Station upon request from the Recipient POC.

F. GENERAL REQUIREMENTS

1. The Recipient shall be responsible for providing all materials, equipment and supplies used in this project. The Recipient shall be responsible for the selection, development and implementation of all control and monitoring techniques/methods. The Recipient shall use methods and equipment in accordance with Federal and State laws. The Recipient shall conduct surveys in accordance with survey guidelines developed by the USFWS and monitors shall have appropriate USFWS Section 10(a)(1)(A) permits for the species being surveyed.

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

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

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

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

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

7. Access.

a. MCAS Miramar

i. Clearances and Licensing

No special security clearances are required. All contractor staff requiring access to MCAS Miramar or other properties associated with this statement of work (SOW) shall obtain a contractor's pass for themselves and all vehicles. These passes are obtained through the MCAS Miramar Installation Representative. The pass is valid for the period of performance and is nontransferable. The pass must be carried on each Cooperator and his/her representative(s) when they are within the boundaries of the Station. Escorting persons onto the Station who do not hold a valid pass will result in revocation of the Cooperator's access to the Station and immediate termination of all activities on the Station as well as non-fulfillment of the Agreement.

All Non-Government personnel working on the Station are required to obtain credentials for entry. MCAS Miramar implemented the DBIDS, a Physical Access Control System. Cooperator personnel will utilize one month temporary passes, renewed monthly for work outside the flightline. DBIDS cards will be needed for flightline automatic gate

access. Pass procedures change frequently and types of passes may differ at commencement of work. Contractors and vendors on official business must obtain a DBIDS credential/pass at Station Access Control. In addition, the MCAS Miramar Installation Representative will provide a sponsorship letter requesting a DBIDS certificate be issued and all other required coordination necessary to assist the Cooperator gain access to the Station. All applicants must bring sponsorship letter (dated within 30-days of application) to the Station Access Control.

Prior to the initiation of any work on Station property, the contractor shall submit in writing to the MCAS Miramar Installation Representative a list indicating all employees working on Station. The list shall contain the following information:

1. company name
2. employee name
3. position/job title
4. citizenship
5. naturalization/immigration number
6. social security number
7. home address
8. home and work telephone numbers
9. vehicle make, model, year, color, license plate

Access to some work areas may be limited or restricted to specific periods or require special advance coordination to prevent conflicts with military operations and training. Work in some areas may also be limited or restricted to avoid affects to other sensitive resources. Access to all parts of the Station may be temporarily restricted during periods of heightened security. Some work may need to occur on weekends and holidays.

All access through or on the flight line requires a Flight Line Drivers License (FLDL) and will be coordinated through the Airfield Operations Ground Control in accordance with established procedures. A valid FLDL is required to drive or escort vehicles on to the flightline. Access to the airfield will require your DBIDS card, to be programmed at the physical security office. Normal access is granted through flightline gates. Crossing runways and active taxiways shall be avoided to the maximum extent possible by using alternative routes. Access to all parts of the Station may be temporarily restricted during periods of heightened security. Work in some areas will also be limited or restricted to avoid effects to sensitive, threatened, or endangered species, e.g., during California gnatcatcher breeding season or around vernal pools when the soil is moist.

Nothing in the Agreement shall be construed in any way to limit the authority of the Commanding Officer to prescribe new or to enforce existing security regulations governing the admission or exclusion of persons and the conduct of

persons while aboard the Station, including, but not limited to, the right to search all persons or vehicles aboard the Station. The cooperator is expected to accomplish the requirements of this contract in consideration of these limitations.

Unexploded ordnance may be encountered while conducting fieldwork. Cooperator shall not touch or attempt to pick-up any suspected ordnance. Cooperator shall place flagging in the general area of the ordnance and notify the MCAS Miramar Installation Representative of the exact location of the ordnance as soon as possible. Cooperator personnel will be required to attend an Explosive Ordnance safety brief unless they can demonstrate recent attendance at a similar briefing to the Government's satisfaction. All contractor personnel working on this task order must be US citizens or otherwise authorized to legally work in the United States. In addition, cooperator personnel working on this task order shall be fluent in the English language as exemplified in their written and verbal skills.

In accordance with SECNAVINST 5720.44A, visual information including still photography to be used as records or documentation for the purposes of this project is authorized. Parties granted permission, contracts, etc. to conduct environmental work have permission to photograph the defined subject matter only. No photographs or record of any kind may be made of Department of Defense (DoD) personnel or assets without additional authorization. All visual information may be subject to security review by the consolidated public affairs office (PAO).

8. All parties involved in this Agreement agree to comply with all applicable laws and regulations pertaining to the provision of safe and respectful workplace and to provide a work environment free of harassment and intimidation for such party's own employees and third parties.
9. All work conducted in support of this Agreement shall comply with all federal laws applicable to the Installation including, but not limited to, the Endangered Species Act, the Clean Water Act and the Migratory Bird Treaty Act.
10. Vehicle operators may **not** use cell phones unless the vehicle is safely stopped or the cell phone employs a "hands free" device. Drivers may not hold, dial, text or adjust the phone while the vehicle is in motion. Hands free systems such as ear buds, blue tooth, OnStar and other voice activated or speaker phone systems are authorized. Installation Security personnel can issue military motor vehicle citations to operators in violation of this policy. These citations result in a three-point penalty assessed to the violator's driving record and if a driver accumulates twelve points within a twelve-month period or eighteen points within a twenty-four month period he/she is subject to suspension of Installation driving privileges for one year.
11. The data obtained during this Agreement shall be scientifically defensible and suitable for publication. All methods of data collection and analyses shall be standardized with previous studies conducted by the Recipient under past Agreements for this type of

work, or when appropriate, analyzed using acceptable new or improved methods as determined in current scientific literature(s). If changes in analyses make results unfit for comparison with previously collected data, the Recipient shall reanalyze all appropriate data sets for comparison. The CAA shall approve (via the CATR) in advance any changes to previously used experimental designs, methods of data collection and/or analyses. The CATR or Installation representative, at their discretion, may subject draft work plans, draft reports or draft manuscripts to external peer review.

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

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

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

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

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

17. The Recipient shall inform the Installation Representative via e-mail of any unusual animal or plant species observed while conducting surveys in the field (e.g. species which are federally listed or are State of California Species of Special Concern). Information should include (a) location, (b) date, (c) time and (d) any detailed facts the sighting.

18. Throughout the term of this Agreement the CATR and the Installation Representative shall be afforded the opportunity by the

Recipient to periodically observe the Recipient's field activities, to review computer or paper files of raw data, prepared data (such as data analyses, summaries, maps, figures, tables, etc.), or any record deemed appropriate by the CAA in establishing the Recipient's performance in fulfilling the requirements of this Agreement.

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

G. MCAS MIRAMAR

1. BASE PERIOD: Threatened and Endangered Avian Species Population Surveys: Gnatcatcher Surveys

a. Specific Requirements

i. Background

In order to comply with the Endangered Species Act of 1973 (19 USC 1531 et seq.), DoDI 4715.3 – Environmental Conservation Program, and Marine Corps Order P5090.2A MCAS Miramar's 2018 Integrated Natural Resources Management Plan (INRMP) identified a Management Objective to support the Special Status Species Management on the MCAS Miramar. This objective is to proactively maintain up-to-date data for special status species through the collection of information on presence or absence, location, habitat availability and suitability, and life history requirements of federally threatened and endangered avian species to support planning for military operational requirements and habitat conservation. The resulting reports directly support projects and maintenance planning, including Endangered Species Act (ESA) Consultations. Data gathered from these surveys can directly guide management decisions on MCAS Miramar and further understanding of how federally threatened and endangered species utilize habitat available on MCAS Miramar.

This task associated with MCAS Miramar for the base portion of this Agreement will focus on federally threatened coastal California gnatcatcher (*Polioptila californica californica*; gnatcatcher), which is known to occur on MCAS Miramar, California. Multiple United States Fish and Wildlife Service (USFWS) protocol surveys for gnatcatcher have been conducted on the Station between 1997 through 2022. Surveys were conducted in 1997 and 2001 for a study on the effects of helicopter noise on the gnatcatcher at MCAS Miramar (Hubbs-Sea World Research Institute 2006). In 2003 the quantity and quality of gnatcatcher habitat on Station was severely altered in the Cedar Fire. Prior to the Cedar Fire, approximately 4,600 acres of potentially suitable gnatcatcher habitat had been identified on Station. The Cedar Fire burned an estimated 17,600 acres of the total 23,015 acres on Station. In 2004, a Station wide gnatcatcher presence/absence survey was conducted and all unburned vegetation was mapped. Subsequent gnatcatcher surveys occurred in 2007, 2009, 2013, 2016, 2019 and 2022. The 2019, survey surveyed approximately 2,982 acres of suitable habitat three times and approximately 647 acres of suitable habitat six times. The 2022 survey surveyed approximately 2,729 acres of suitable habitat three times and approximately 1,155 acres of suitable six times.

Gnatcatcher is known to live in coastal sage scrub habitat. In previous surveys MCAS Miramar has had between 1,200 to 4,000 acres of suitable habitat for gnatcatcher. In 2013, a station wide vegetation and land cover mapping study was conducted to define vegetation alliances throughout the Station (Tetra Tech Inc, 2014). MCAS Miramar has updated some of the GIS layers since 2014. The Cooperator shall use the most up to date vegetation data to determine suitable habitat. The study broke coastal sage scrub down into multiple vegetation alliances.

A portion of this cooperative agreement will conduct a station wide USFWS protocol gnatcatcher survey of all suitable habitat to determine the number of nesting pairs and trend over time of the Station's gnatcatcher population. This cooperative agreement will promote a better understanding of the species and its habitat use across vegetation alliances which can ultimately be used by the DoD and USFWS for species recovery.

ii. Purpose

The purpose of this portion of the Agreement is to conduct gnatcatcher population monitoring survey on Station as outlined herein, provide MCAS Miramar with a GIS layer of the center point of the estimated breeding territory for each breeding pair/lone territorial male, delineate use area polygons for each pair/individual identified, deliver draft and final Station-approved GIS data with metadata, delineate and provide GIS layers for suitable gnatcatcher habitat (habitat deemed suitable for survey purposes), supply appropriate correlated maps and figures, submit status reports, and prepare project draft and final reports. Information technologies using Environmental Systems Research Institute,

Inc. (ESRI) GIS products and state of the art GPS products are required to provide accurate geo-referencing, electronic mapping, and attribute information depicting field results. GIS data must conform to existing formats used by the Station and must be easily integrated with the Station's existing GIS data. Incidental observations of other regional avian species of concern shall also be reported into the Avian Knowledge Network (AKN) database. See Section H for AKN data entry requirements and responsibilities.

iii. Approach

This Agreement includes all document review, field investigations, Global Positioning System (GPS) mapping, Geographic Information System (GIS) layer and database development, statistical analysis, ecological examination, and report preparation necessary to complete gnatcatcher surveys on MCAS Miramar. The information/data to be provided includes:

- 1) Surveying the Station and identifying all potentially suitable gnatcatcher habitat and conducting three (3) gnatcatcher surveys for the suitable habitat identified by 30 June 2025. The amount of suitable habitat is expected to be significantly less than the approximately 3500 acres identified as cumulative estimates of habitat use areas by gnatcatchers in previous surveys dating to 2009, including occupied areas of suitable habitat that may have burned during the 2003 Cedar fire. The 2019, survey surveyed approximately 2,982 acres of suitable habitat three times and approximately 647 acres of suitable habitat six times. The 2022 survey surveyed approximately 2,729 acres of suitable habitat three times and approximately 1,155 acres of suitable six times.
- 2) Gnatcatcher surveys shall be completed by USFWS Section 10(a)(1)(A) permitted biologists between 15 March and 30 June 2025. Exact schedule and areas shall be coordinated with the CATR and MCAS Miramar Installation Representative. These surveys shall be conducted between the hours of 6:00am and 12:00pm, be at least one week apart and shall avoid wind speeds over 15MPH, low temperatures (below 55° F) and high temperatures (above 95° F). A maximum of 80 acres of suitable habitat shall be surveyed per permitted biologist per day.
- 3) Depending upon exact acreages identified during the habitat assessments, it is anticipated that additional survey efforts will be possible in this Agreement. Additional surveys will be pending remaining capacity of the MCAS Miramar portion of this Agreement, and will be approved by the CATR prior to implementation. These should also be completed by 30 June 2029. The priority is to conduct three (3) additional gnatcatcher surveys for identified suitable habitat in areas identified in, estimated at approximately 1,400 acres. The amount of suitable habitat is expected to be significantly less than the approximately 1400 acres identified as 'potentially' suitable habitat.

b. Meetings/Coordination

The Cooperator shall be available throughout the Agreement period for consultation with the CATR and MCAS Miramar Installation Representative. A pre-performance meeting via telephone or in person is required for this task order. The purpose of this meeting is introduction of key personnel, transfer of appropriate information and/or maps, resolve any initial questions or concerns, exchange appropriate documentation for Station access, and define contract responsibilities. Issues regarding GIS guidelines, installation access, or scope clarification can be discussed at this meeting.

c. Submittals and Schedules

i. Health and Safety Plan/Accident Prevention Plan:

The Cooperator shall submit one electronic copy of the draft Health and Safety Plan (HSP) and Accident Prevention Plan (APP) within 30 days after the pre-performance meeting. See Section M Safety below for details on the SHP/APP. The final SHP/APP is due within 15 days after receipt of government comments.

ii. Work Plan

The Cooperator shall submit a Draft Work Plan no later than 60 calendar days after the pre-performance Meeting. The effort will include developing a work plan for conducting reconnaissance surveys for identifying suitable habitat and gnatcatcher surveys that identifies field protocol for data collection methods/forms, project management methodology, GPS/GIS protocol for mapping pairs/lone territorial males and suitable habitat, any appropriate literature research, and an appropriate project implementation timeline. The work plan shall include an introduction, methods, proposed survey locations, GIS data standards, a detailed schedule with milestones and dates of completion of each associated deliverable required by this Contract. The plan also shall include a list of personnel who will work on the Contract, their qualifications, and a description of the roles each will fill. A copy of all U.S USFWS permits required to conduct work under this contract must be included in the detailed work plan. The final work plan is due within **15 calendar days** after receipt of government comments.

iii. Progress Reports

During survey months, the Cooperator shall submit monthly progress reports. The progress report shall be submitted

via e-mail as an MS Word attachment only when work is performed. Each report shall reference the Project, Document number, and Agreement number. The report shall include the dates of the reporting period, a detailed account of work accomplished, a figure/map displaying locations of gnatcatchers, an estimate of percentage of work completed, and an estimate of costs to date [reported verbally or written by email separately from the written report and at the same time]. The report shall include any past or future potential issues. Progress report structure and information required shall be amended as requested by the CATR or MCAS Miramar Installation Representative. It should be noted that collected data on small specific areas may be requested at any time during the survey process for planning purposes.

iv. Survey Report

Draft Report: The Cooperator shall provide a comprehensive report of findings which includes accurate mapping of all gnatcatcher pairs, lone territorial males, and suitable habitat identified on Station and provides a description and analysis of station population trends. Observations should include individual observations pair/family observations, and a pair center point for each breeding pair. Include a table presenting results of past gnatcatcher surveys dating back to 1994. Deliver draft and final MCAS Miramar-approved GIS layer and metadata, and supply appropriate correlated maps and figures; all maps shall be submitted in both hard copy and digital format such as PDF and JPEG. Reports provided shall be accurate, clear, and concise and not refer to the work plan or status reports for a complete understanding of the work. The Cooperator shall submit electronic copies via email of the draft report (word and PDF formats) and draft GIS data within 60 days of completion of field work. The draft report should include cover page, table of contents, executive summary, introduction, methods, and discussion/ recommendations. The report shall provide detailed color GIS maps detailing the survey data. All maps are to be prepared in GIS data format. For purposes of the draft report all raw data, data sheets and electronic databases (including GIS data) shall be included with the electronic copy.

Provide GIS data in ESRI GIS format that is accurately geo-referenced to sub-meter accuracy with associated attribute information using the database formats developed and in use by MCAS Miramar for gnatcatcher surveys. At a minimum, gnatcatcher breeding pairs, lone territorial males, use areas, and suitable habitat surveyed will be included in the deliverable. Electronic copies of the draft GIS data will be included with the submission of the Draft Report. Provide complete metadata as required by MCAS Miramar's GIS Data Delivery Requirements. Assist the MCAS Miramar GIS Specialist to ensure successful integration into the Station's existing GIS database. At any time during the project, the contractor shall, upon request from the SC or PAR, provide information on the interim survey results in whatever format is available at the time. The USMC Geospatial data model is in the process of being updated. In the

event the model update is complete prior to the Final Report submittal the updated requirements will be provided to the Cooperator and shall be adhered to for the final deliverables.

Final Report: The Cooperator shall submit three (3) hard copies and five (5) electronic copies no later than 30 days after receipt of government comments. Of the copies three (3) hard copies and three (3) electronic will be provided to the MCAS Miramar Installation Representative. One (1) electronic copy shall be submitted to the CATR and one (1) shall be sent to NAVFAC Records Management. Cooperator shall contact Diane Silva diane.c.silva.civ@us.navy.mil for current submission instructions. Hard copies shall be submitted in an appropriate sized three-ring binder format with the title and date of the report depicted on the spine of the binder. The Final Report will be submitted with all of the information contained in the draft project report as modified by submitted comments. All data sheets and photos shall be submitted as an appendix to the final report. Raw data and electronic databased shall be submitted as part of the electronic copy. The GIS geodatabase shall include all maps and files produced for the study and shall be submitted in digital format on a CD/DVD.

The Cooperator agrees submit the following deliverables for MCAS Miramar:

Deliverable	Number of Copies	Due Date
Post Award Meeting	NA	Immediately After Award
Draft Health and Safety Plan/ Accident Prevention Plan	Electronic via email (1)	submitted within 30 days of award of Agreement
Final Health and Safety Plan/ Accident Prevention Plan	Electronic via email (1)	Submitted 15 days after US Government has provided comments
Draft Work Plan	Electronic via email (1)	Submitted 60 days after Post Award Meeting
Final Work Plan	Electronic via email (1)	submitted 15 days after US Government has provided comments
Progress Report	Electronic via email (1)	Submitted monthly during survey months
Draft Survey Report (includes draft GIS information)	Electronic via email (1) and (2) CD/DVD for GIS Information	Within 60 days of completion of field work
Final Survey Report (includes final GIS information)	3 hard copies and 5 electronic copies via CD/DVD	submitted 30 days after US Government has provided comments

2. **OPTION TASK 1: Threatened and Endangered Avian Species Population Surveys: Vireo and Flycatcher Surveys**

If funds are available. Upon award of Option Task 1, the Period of Performance shall be extended 12 months from the current CCD.

a. Specific Requirements

i. Background

The federally endangered least Bell's vireo are known to nest in riparian habitat found on MCAS Miramar. The federally endangered flycatcher is not known to nest on MCAS Miramar, California. Although there are no known nesting occurrences of the southwestern willow flycatcher on MCAS Miramar, it is likely that some of the transient willow flycatchers that have been observed on MCAS Miramar are the listed entity and are migrating through MCAS Miramar on their way to breeding locations in California. As a result, MCAS Miramar periodically surveys for flycatcher. Multiple USFWS protocol surveys for vireo and flycatcher have been conducted on Station between 1999, 2020, and 2023.

During the 1999 survey, San Diego Natural History Museum determined that San Clemente Canyon and Sycamore Canyon were the only two areas of Miramar that supported suitable habitat for the vireo and flycatcher. Within these two canyons, the survey identified approximately 105 acres of riparian habitat of which 47 acres were determined suitable for surveying. Other areas on board Miramar containing riparian habitat types were not considered suitable for surveying due to limited size or isolation from adjacent areas of suitable/similar habitat. The 2002 survey effort concluded that in addition to San Clemente Canyon and Sycamore Canyon, West Sycamore Canyon was suitable to be surveyed due to its location adjacent to known nesting locations in Sycamore Canyon even though the vegetation types were not considered suitable for nesting. Surveys in 2008 identified suitable habitat in portions of Rose Canyon and an isolated location in the Murphy Canyon drainage.

The quantity and quality of vireo and flycatcher habitat on board Miramar was severely altered by the 2003 Cedar Fire. Prior to the Cedar Fire, approximately 350 acres of riparian vegetation types potentially suitable for the vireo and flycatcher had been documented on board Miramar. Of this total, approximately 200 acres were located within the perimeter of the Cedar Fire and are in various stages of regrowth. The 2020 survey conducted eight (8) protocol

presence/absence surveys of approximately 608 acres of suitable habitat. The 2023 survey also conducted eight (8) protocol presence/absence surveys of approximately 608 acres of suitable habitat.

ii. Purpose

The purpose of this option is to provide the Marine Corps presence/absence surveys and nest monitoring for both the vireo and flycatcher occurring within the riparian areas of MCAS Miramar. These tasks will produce data, analysis, evaluation, reports, and activities necessary to support the stewardship requirements of the Station for threatened and endangered species, in accordance with the Endangered Species Act of 1973 (19 USC 1531 et seq.), DoDI 4715.3 – Environmental Conservation Program, and Marine Corps Order P5090.2A. All work must stand up to professional standards and be scientifically defensible. Incidental observations of other regional avian species of concern during surveys shall also be reported into the AKN database.

iii. Approach

The Cooperator will conduct presence/absence surveys and nest monitoring for vireo and flycatcher occurring within the riparian areas of MCAS Miramar, using USFWS Section 10(a)(1)(A) biologists permitted for vireo and flycatcher.

Specifically, the goals of the project are to:

- Determine the size and composition of the vireo and flycatcher populations at MCAS Miramar.
- Characterize the habitat used by vireos and flycatchers.
- Quantify vireo and flycatcher fecundity, nest success, and productivity by intensively monitoring pairs at MCAS Miramar.
- Make observations meaningful as management implications for the species' continued existence.
- Follow standard protocol for removal of Brown-headed Cowbird (*Molothrus ater*) eggs or nestlings.

Vireo surveys will be conducted in accordance with survey guidelines developed by the USFWS, Carlsbad Fish and Wildlife Office, dated Jan 19, 2001. The survey expected to include at least eight protocol presence/absence surveys conducted at least 10 days apart. Flycatcher surveys will be conducted in accordance with guidelines developed by Sogge et al. (2010). Vireo and flycatcher surveys shall be completed by USFWS Section 10(a)(1)(A) permitted biologists.

b. Meetings/Coordination

The Cooperator shall be available throughout the Agreement period for consultation with the CATR and MCAS Miramar Installation Representative. A pre-performance meeting via telephone or in person is required for this task order. The purpose of this meeting is introduction of key personnel, transfer of appropriate information and/or maps, resolve any initial questions or concerns, exchange appropriate documentation for Station access, and define contract responsibilities. Issues regarding GIS guidelines, installation access, or scope clarification can be discussed at this meeting.

c. Submittals and Schedules

i. HSP/APP:

The Cooperator shall submit one electronic copy of the HSP and APP within 30 days after the pre-performance meeting. See Section M Safety below for details on the SHP/APP. The final SHP/APP is due within 15 days after receipt of government comments.

ii. Work Plan

The Cooperator shall submit a Draft Work Plan no later than **60 calendar days** after the pre-performance Meeting. The effort will include developing a work plan for conducting reconnaissance surveys for identifying suitable habitat and gnatcatcher surveys that identifies field protocol for data collection methods/forms, project management methodology, GPS/GIS protocol for mapping pairs/lone territorial males and suitable habitat, any appropriate literature research, and an appropriate project implementation timeline. The work plan shall include an introduction, methods, proposed survey locations, GIS data standards, a detailed schedule with milestones and dates of completion of each associated deliverable required by this Contract. The plan also shall include a list of personnel who will work on the Contract, their qualifications, and a description of the roles each will fill. A copy of all U.S USFWS permits required to conduct work under this contract must be included in the detailed work plan. The final work plan is due within **15 calendar days** after receipt of government comments.

iii. Progress Reports

During survey months, the Cooperator shall submit monthly progress reports. The progress report shall be submitted via e-mail as an MS Word attachment only when work is performed. Each report shall reference the Project, Document

number, and Agreement number. The report shall include the dates of the reporting period, a detailed account of work accomplished, a figure/map displaying locations of LBVI and SWFL, an estimate of percentage of work completed, and an estimate of costs to date [reported verbally or written by email separately from the written report and at the same time]. The report shall include any past or future potential issues. Progress report structure and information required shall be amended as requested by the CATR or MCAS Miramar Installation Representative. It should be noted that collected data on small specific areas may be requested at any time during the survey process for planning purposes.

iv. Survey Report

Draft Report: The Cooperator shall provide a comprehensive report of findings which includes accurate mapping of all vireo and flycatcher pairs, lone territorial males, and suitable habitat identified on Station and provides a description and analysis of station population trends. Include a table presenting results of past vireo and flycatcher surveys dating back to 1999. Deliver draft and final MCAS Miramar-approved GIS layer and metadata, and supply appropriate correlated maps and figures; all maps shall be submitted in both hard copy and digital format such as PDF and JPEG. Reports provided shall be accurate, clear, and concise and not refer to the work plan or status reports for a complete understanding of the work. The Cooperator shall submit electronic copies via email of the draft report (word and PDF formats) and draft GIS data within 60 days of completion of field work. The draft report should include cover page, table of contents, executive summary, introduction, methods, and discussion/ recommendations. The report shall provide detailed color GIS maps detailing the survey data. All maps are to be prepared in GIS data format. For purposes of the draft report all raw data, data sheets and electronic databases (including GIS data) shall be included with the electronic copy.

Provide GIS data in ESRI GIS format that is accurately geo-referenced to sub-meter accuracy with associated attribute information using the database formats developed and in use by MCAS Miramar for gnatcatcher surveys. At a minimum, gnatcatcher breeding pairs, lone territorial males, use areas, and suitable habitat surveyed will be included in the deliverable. Electronic copies of the draft GIS data will be included with the submission of the Draft Report. Provide complete metadata as required by MCAS Miramar's GIS Data Delivery Requirements. Assist the MCAS Miramar GIS Specialist to ensure successful integration into the Station's existing GIS database. At any time during the project, the contractor shall, upon request from the SC or PAR, provide information on the interim survey results in whatever format is available at the time.

Final Report: The Cooperator shall submit three (3) hard copies and five (5) electronic copies no later than 30 days after receipt of government comments. Of the copies three (3) hard copies and three (3) electronic will be provided to

the MCAS Miramar Installation Representative. One (1) electronic copy shall be submitted to the CATR and one (1) shall be sent to NAVFAC Records Management. Cooperator shall contact Diane Silva diane.c.silva.civ@us.navy.mil for current submission instructions. Hard copies shall be submitted in an appropriate sized three-ring binder format with the title and date of the report depicted on the spine of the binder. The Final Report will be submitted with all of the information contained in the draft project report as modified by submitted comments. All data sheets and photos shall be submitted as an appendix to the final report. Raw data and electronic databased shall be submitted as part of the electronic copy. The GIS geodatabase shall include all maps and files produced for the study and shall be submitted in digital format on a CD/DVD.

The Cooperator agrees submit the following deliverables for MCAS Miramar:

Deliverable	Number of Copies	Due Date
Draft Work Plan	Electronic via email (1)	Submitted 60 days after Post Award Meeting
Final Work Plan	Electronic via email (1)	submitted 15 days after US Government has provided comments
Progress Reports	Electronic via email (1)	Submitted monthly during survey months
Draft Survey Report (includes draft GIS information)	Electronic via email (1) and (2) CD/DVD for GIS Information	Within 60 days of completion of field work
Final Survey Report (includes final GIS information)	3 hard copies and 5 electronic copies via CD/DVD	submitted 30 days after US Government has provided comments

3. OPTION TASK 2: Threatened and Endangered Invertebrate Species Population Surveys: Quino checkerspot, Hermes copper, and Monarch butterflies

If funds are available. Upon award of Option Task 2 the Period of Performance shall be extended 12 months from the current CCD. Option Task 2 can be awarded concurrently with Option Task 1.

a. Specific requirements

1. Background

Quino Checkerspot butterflies (*Euphydryas editha quino*) (QCB) were first documented on MCAS in 2017 in a limited easement survey for San Diego Gas & Electric. Previous station wide focused surveys in suitable habitat in 1989-1991 and 2010 did not document any individuals of this species. Subsequent to 2017, focused station wide surveys found 4 individuals in 2018, 35 in 2019, and 8 in 2023.

The Hermes copper butterfly (*Lycaena hermes*) (HCB) was found at multiple sites on MCAS Miramar during focused surveys during a 1989-91 lepidoptera study, and subsequently in a survey of an area proposed for military family housing in East Miramar. All suitable habitat on the station was destroyed during the 2003 Cedar fire, and multiple focused surveys by MCAS Miramar staff, USFWS personnel, and biological contractors have not documented the species in areas where it was previously found. This species is considered to be extirpated from MCAS Miramar presently.

The Monarch butterfly (*Danaus plexippus*) has exhibited large population declines in the last decade, though a recent rebound in numbers has been encouraging. Factors affecting the decline and rebound are problematic, although habitat elimination and insecticide use are likely culprits. Monarchs are widely observed on MCAS Miramar in small numbers, and Monarch caterpillars are observed on native milkweed species in the Department of Environmental Management native plant garden, during multiple seasons of the year. The potential of this species for being listed by the USFWS as threatened or endangered is reason for study of the distribution and abundance on the Station.

2. Purpose

The purpose of this option is to provide the Marine Corps with presence/absence surveys and estimates of population numbers in all areas of suitable habitat for QCB. Previously occupied site-specific surveys for HCB shall be a secondary task. All incidental observations of Monarch butterflies shall be documented during survey work. Modeling of species persistence, distribution, and abundance under a variety of project climatic conditions will be undertaken.

3. Approach

For QCB, the Cooperator will identify areas of suitable habitat and conduct presence/absence surveys utilizing USFWS protocols for this species, but surveys will continue through the flight season even after initial presence documentation in order to estimate population abundance.

For HCB, the Cooperator will identify areas of suitable habitat and conduct presence/absence surveys utilizing USFWS protocols for this species, but surveys will continue through the flight season even after initial presence documentation in order to estimate population abundance. The Cooperator will identify extant populations known to be present in San Diego County, and likelihood of re-establishment of this species on MCAS Miramar in relation to its dispersal characteristics.

For Monarch butterflies, the Cooperator will identify areas of suitable habitat and conduct presence/absence surveys utilizing USFWS protocols for this species (if one is developed), but surveys will continue through the flight season even after initial presence documentation in order to estimate population abundance.

d. Meetings/Coordination

The Cooperator shall be available throughout the Agreement period for consultation with the CATR and MCAS Miramar Installation Representative. A pre-performance meeting via telephone or in person is required for this task order. The purpose of this meeting is introduction of key personnel, transfer of appropriate information and/or maps, resolve any initial questions or concerns, exchange appropriate documentation for Station access, and define contract responsibilities. Issues regarding GIS guidelines, installation access, or scope clarification can be discussed at this meeting.

e. Submittals and Schedules

i. HSP/APP:

The Cooperator shall submit one electronic copy of the draft HSP and APP within 30 days after the pre-performance meeting. See Section M Safety below for details on the SHP/APP. The final SHP/APP is due within 15 days after receipt of government comments.

ii. Work Plan

The Cooperator shall submit a Draft Work Plan no later than 60 calendar days after the pre-performance Meeting. The effort will include developing a work plan for conducting reconnaissance surveys for identifying suitable habitat and gnatcatcher surveys that identifies field protocol for data collection methods/forms, project management methodology, GPS/GIS protocol for mapping pairs/lone territorial males and suitable habitat, any appropriate literature research, and an appropriate project implementation timeline. The work plan shall include an introduction, methods, proposed survey

locations, GIS data standards, a detailed schedule with milestones and dates of completion of each associated deliverable required by this Contract. The plan also shall include a list of personnel who will work on the Contract, their qualifications, and a description of the roles each will fill. A copy of all U.S USFWS permits required to conduct work under this contract must be included in the detailed work plan. The final work plan is due within **15 calendar days** after receipt of government comments.

iii. Progress Reports

During survey months, the Cooperator shall submit monthly progress reports. The progress report shall be submitted via e-mail as an MS Word attachment only when work is performed. Each report shall reference the Project, Document number, and Agreement number. The report shall include the dates of the reporting period, a detailed account of work accomplished, a figure/map displaying locations of observations, an estimate of percentage of work completed, and an estimate of costs to date [reported verbally or written by email separately from the written report and at the same time]. The report shall include any past or future potential issues. Progress report structure and information required shall be amended as requested by the CATR or MCAS Miramar Installation Representative. It should be noted that collected data on small specific areas may be requested at any time during the survey process for planning purposes.

iv. Survey Report

Draft Report: The Cooperator shall provide a comprehensive report of findings which includes accurate mapping of all observations and suitable habitat identified on Station and provides a description and analysis of station population trends. Include a table presenting results of past surveys dating back to 1989. Deliver draft and final MCAS Miramar-approved GIS layer and metadata, and supply appropriate correlated maps and figures; all maps shall be submitted in both hard copy and digital format such as PDF and JPEG. Reports provided shall be accurate, clear, and concise and not refer to the work plan or status reports for a complete understanding of the work. The Cooperator shall submit electronic copies via email of the draft report (word and PDF formats) and draft GIS data within 60 days of completion of field work. The draft report should include cover page, table of contents, executive summary, introduction, methods, and discussion/ recommendations. The report shall provide detailed color GIS maps detailing the survey data. All maps are to be prepared in GIS data format. For purposes of the draft report all raw data, data sheets and electronic databases (including GIS data) shall be included with the electronic copy.

Provide GIS data in ESRI GIS format that is accurately geo-referenced to sub-meter accuracy with associated attribute information using the database formats developed and in use by MCAS Miramar for surveys. At a minimum,

observations, use areas and suitable habitat surveyed will be included in the deliverable. Electronic copies of the draft GIS data will be included with the submission of the Draft Report. Provide complete metadata as required by MCAS Miramar's GIS Data Delivery Requirements. Assist the MCAS Miramar GIS Specialist to ensure successful integration into the Station's existing GIS database. At any time during the project, the contractor shall, upon request from the SC or PAR, provide information on the interim survey results in whatever format is available at the time. The USMC Geospatial data model is in the process of being updated. In the event the model update is complete prior to the Final Report submittal the updated requirements will be provided to the Cooperator and shall be adhered to for the final deliverables.

Final Report: The Cooperator shall submit three (3) hard copies and five (5) electronic copies no later than 30 days after receipt of government comments. Of the copies three (3) hard copies and three (3) electronic will be provided to the MCAS Miramar Installation Representative. One (1) electronic copy shall be submitted to the CATR and one (1) shall be sent to NAVFAC Records Management. Cooperator shall contact Diane Silva diane.c.silva.civ@us.navy.mil for current submission instructions. Hard copies shall be submitted in an appropriate sized three-ring binder format with the title and date of the report depicted on the spine of the binder. The Final Report will be submitted with all of the information contained in the draft project report as modified by submitted comments. All data sheets and photos shall be submitted as an appendix to the final report. Raw data and electronic databased shall be submitted as part of the electronic copy. The GIS geodatabase shall include all maps and files produced for the study and shall be submitted in digital format on a CD/DVD.

The Cooperator agrees submit the following deliverables for MCAS Miramar:

Deliverable	Number of Copies	Due Date
Post Award Meeting	NA	Immediately After Award
Draft Health and Safety Plan/ Accident Prevention Plan	Electronic via email (1)	submitted within 30 days of award of Agreement
Final Health and Safety Plan/ Accident Prevention Plan	Electronic via email (1)	Submitted 15 days after US Government has provided comments
Draft Work Plan	Electronic via email (1)	Submitted 60 days after Post Award Meeting
Final Work Plan	Electronic via email (1)	submitted 15 days after US Government has provided comments

Progress Report	Electronic via email (1)	Submitted monthly during survey months
Draft Survey Report (includes draft GIS information)	Electronic via email (1) and (2) CD/DVD for GIS Information	Within 60 days of completion of field work
Final Survey Report (includes final GIS information)	3 hard copies and 5 electronic copies via CD/DVD	submitted 30 days after US Government has provided comments

4. OPTION TASK 3: Threatened and Endangered Amphibian Specie Population Surveys: Western spadefoot toad

If funds are available. Upon award of Option Task3 the Period of Performance shall be extended 12 months from the current CCD.

a. Specific requirements

1. Background

Focused reptile and amphibian surveys and general ecosystem studies have found the Western spadefoot toad (*Spea hammondi*) widely distributed at low densities on MCAS Miramar. GIS analysis of vernal pool, other seasonally ponded sites, and permanent/semi-permanent ponds, there may be as much as 473 acres of potentially suitable breeding pond habitat for spadefoots in widely distributed locations throughout the station (148 ac VPs/seasonally ponded; 4 ac golf course pond; 15 ac large ponds; 306 ac riparian/freshwater marsh). The western spadefoot is currently a candidate for rare/endangered species listing by the USFWS and is anticipated to listed in the near future.

A station wide focused spadefoot toad survey is currently (April 2024) in progress on MCAS Miramar, and extensive data is documenting presence and abundance of this species on the Station. Results and a final report are anticipated in fall of 2024.

2. Purpose

The purpose of this option is to develop a scientifically defensible spadefoot monitoring program to assess the continued presence and abundance in a range of habitat types and areas on board MCAS Miramar, and to perform this

monitoring to assess its validity. Population persistence through ecological modeling may be used to predict distribution and abundance on the Station under a variety of projected climatic conditions. Additionally, focused surveys of areas of planning interest of up to 50 acres will be conducted.

3. Approach

Using the data and results of the 2024 survey currently in progress, the Cooperator will identify areas suitable for monitoring representing the range of occupied habitat types and will perform this monitoring to validate the approach.

f. Meetings/Coordination

The Cooperator shall be available throughout the Agreement period for consultation with the CATR and MCAS Miramar Installation Representative. A pre-performance meeting via telephone or in person is required for this task order. The purpose of this meeting is introduction of key personnel, transfer of appropriate information and/or maps, resolve any initial questions or concerns, exchange appropriate documentation for Station access, and define contract responsibilities. Issues regarding GIS guidelines, installation access, or scope clarification can be discussed at this meeting.

g. Submittals and Schedules

i. HSP/APP:

The Cooperator shall submit one electronic copy of the draft HSP and APP within 30 days after the pre-performance meeting. See Section M Safety below for details on the SHP/APP. The final SHP/APP is due within 15 days after receipt of government comments.

ii. Work Plan

The Cooperator shall submit a Draft Work Plan no later than 60 calendar days after the pre-performance Meeting. The effort will include developing a work plan for conducting reconnaissance surveys for identifying suitable habitat and gnatcatcher surveys that identifies field protocol for data collection methods/forms, project management methodology, GPS/GIS protocol for mapping pairs/lone territorial males and suitable habitat, any appropriate literature research, and an appropriate project implementation timeline. The work plan shall include an introduction, methods, proposed survey locations, GIS data standards, a detailed schedule with milestones and dates of completion of each associated

deliverable required by this Contract. The plan also shall include a list of personnel who will work on the Contract, their qualifications, and a description of the roles each will fill. A copy of all U.S USFWS permits required to conduct work under this contract must be included in the detailed work plan. The final work plan is due within **15 calendar days** after receipt of government comments.

iii. Progress Reports

During survey months, the Cooperator shall submit monthly progress reports. The progress report shall be submitted via e-mail as an MS Word attachment only when work is performed. Each report shall reference the Project, Document number, and Agreement number. The report shall include the dates of the reporting period, a detailed account of work accomplished, a figure/map displaying locations of observations, an estimate of percentage of work completed, and an estimate of costs to date [reported verbally or written by email separately from the written report and at the same time]. The report shall include any past or future potential issues. Progress report structure and information required shall be amended as requested by the CATR or MCAS Miramar Installation Representative. It should be noted that collected data on small specific areas may be requested at any time during the survey process for planning purposes.

iv. Survey Report

Draft Report: The Cooperator shall provide a comprehensive report of findings which includes accurate mapping of all observations and suitable habitat identified on Station and provides a description and analysis of station population trends. Include a table presenting results of past surveys. Deliver draft and final MCAS Miramar-approved GIS layer and metadata, and supply appropriate correlated maps and figures; all maps shall be submitted in both hard copy and digital format such as PDF and JPEG. Reports provided shall be accurate, clear, and concise and not refer to the work plan or status reports for a complete understanding of the work. The Cooperator shall submit electronic copies via email of the draft report (word and PDF formats) and draft GIS data within 60 days of completion of field work. The draft report should include cover page, table of contents, executive summary, introduction, methods, and discussion/recommendations. The report shall provide detailed color GIS maps detailing the survey data. All maps are to be prepared in GIS data format. For purposes of the draft report all raw data, data sheets and electronic databases (including GIS data) shall be included with the electronic copy.

Provide GIS data in ESRI GIS format that is accurately geo-referenced to sub-meter accuracy with associated attribute information using the database formats developed and in use by MCAS Miramar for surveys. At a minimum, observations, use areas and suitable habitat surveyed will be included in the deliverable. Electronic copies of the draft

GIS data will be included with the submission of the Draft Report. Provide complete metadata as required by MCAS Miramar’s GIS Data Delivery Requirements. Assist the MCAS Miramar GIS Specialist to ensure successful integration into the Station’s existing GIS database. At any time during the project, the contractor shall, upon request from the SC or PAR, provide information on the interim survey results in whatever format is available at the time. The USMC Geospatial data model is in the process of being updated. In the event the model update is complete prior to the Final Report submittal the updated requirements will be provided to the Cooperator and shall be adhered to for the final deliverables.

Final Report: The Cooperator shall submit three (3) hard copies and five (5) electronic copies no later than 30 days after receipt of government comments. Of the copies three (3) hard copies and three (3) electronic will be provided to the MCAS Miramar Installation Representative. One (1) electronic copy shall be submitted to the CATR and one (1) shall be sent to NAVFAC Records Management. Cooperator shall contact Diane Silva diane.c.silva.civ@us.navy.mil for current submission instructions. Hard copies shall be submitted in an appropriate sized three-ring binder format with the title and date of the report depicted on the spine of the binder. The Final Report will be submitted with all of the information contained in the draft project report as modified by submitted comments. All data sheets and photos shall be submitted as an appendix to the final report. Raw data and electronic databased shall be submitted as part of the electronic copy. The GIS geodatabase shall include all maps and files produced for the study and shall be submitted in digital format on a CD/DVD.

The Cooperator agrees submit the following deliverables for MCAS Miramar:

Deliverable	Number of Copies	Due Date
Post Award Meeting	NA	Immediately After Award
Draft Health and Safety Plan/ Accident Prevention Plan	Electronic via email (1)	submitted within 30 days of award of Agreement
Final Health and Safety Plan/ Accident Prevention Plan	Electronic via email (1)	Submitted 15 days after US Government has provided comments
Draft Work Plan	Electronic via email (1)	Submitted 60 days after Post Award Meeting
Final Work Plan	Electronic via email (1)	submitted 15 days after US Government has provided comments
Progress Report	Electronic via email (1)	Submitted monthly during survey months

Draft Survey Report (includes draft GIS information)	Electronic via email (1) and (2) CD/DVD for GIS Information	Within 60 days of completion of field work
Final Survey Report (includes final GIS information)	3 hard copies and 5 electronic copies via CD/DVD	submitted 30 days after US Government has provided comments

5. OPTION TASK 4: Endangered flora specie survey: Willowy monardella with concurrent milkweed mapping.

If funds are available. Upon award of Option Task 4 the Period of Performance shall be extended 12 months from the current CCD. Option Task 4 can be awarded concurrently with Option Task 3.

a. Specific requirements

1. Background

Willowy monardella (*Monardella viminea*) is a federally endangered plant that has significant populations within MCAS Miramar. Since the species was added to the Federal Register in 1998 population censuses within the Station have shown the species gradually declining in number of individual plants (current population is between 800 and 900 individual plants).

The species' preferred habitat is within ephemeral drainages that are prone to episodic flooding which scours away soil, seed and the plants themselves.

Milkweed (*Asclepias* spp.) is the exclusive host plant for the monarch butterfly caterpillar within MCAS Miramar. Milkweed plants typically are only found within areas typical of habitat for willowy monardella. Obtaining GIS data of milkweed plants in the field will assist in creating maps of potential breeding habitat within the Station.

2. Purpose

In coordination with the Station Botanist, the Cooperator shall conduct a species census and resurvey permanent study plots (according to the existing SOP manual) that will show the species' population trend and compare data to previous surveys. The data collected will be incorporated into a detailed study report for willow monardella with the milkweed data to be treated separately.

3. Approach

The Cooperator shall conduct a field census of known occurrences (following procedures in the SOP manual) and identify suitable habitat within the Station where plants may potentially be found but are not currently known.

In addendum to this agreement's main task, the Cooperator shall record GIS data in the field of all milkweed plants encountered (this task should not be allowed to detract from the main task but only done if time permits).

The Cooperator shall create a detailed report of the willow monardella findings and compare them with previous censuses to show the population dynamics. All GIS data shall be recoded for milkweed and willow monardella and presented with the final report.

h. Meetings/Coordination

The Cooperator shall be available throughout the Agreement period for consultation with the CATR and MCAS Miramar Installation Representative. A pre-performance meeting via telephone or in person is required for this task order. The purpose of this meeting is introduction of key personnel, transfer of appropriate information and/or maps, resolve any initial questions or concerns, exchange appropriate documentation for Station access, and define contract responsibilities. Issues regarding GIS guidelines, installation access, or scope clarification can be discussed at this meeting.

i. Submittals and Schedules

i. HSP/APP:

The Cooperator shall submit one electronic copy of the draft HSP and APP within 30 days after the pre-performance meeting. See Section M Safety below for details on the SHP/APP. The final SHP/APP is due within 15 days after

receipt of government comments.

ii. Work Plan

The Cooperator shall submit a Draft Work Plan no later than 60 calendar days after the pre-performance Meeting. The effort will include developing a work plan for conducting reconnaissance surveys for identifying suitable habitat and gnatcatcher surveys that identifies field protocol for data collection methods/forms, project management methodology, GPS/GIS protocol for mapping pairs/lone territorial males and suitable habitat, any appropriate literature research, and an appropriate project implementation timeline. The work plan shall include an introduction, methods, proposed survey locations, GIS data standards, a detailed schedule with milestones and dates of completion of each associated deliverable required by this Contract. The plan also shall include a list of personnel who will work on the Contract, their qualifications, and a description of the roles each will fill. A copy of all U.S USFWS permits required to conduct work under this contract must be included in the detailed work plan. The final work plan is due within **15 calendar days** after receipt of government comments.

iii. Progress Reports

During survey months, the Cooperator shall submit monthly progress reports. The progress report shall be submitted via e-mail as an MS Word attachment only when work is performed. Each report shall reference the Project, Document number, and Agreement number. The report shall include the dates of the reporting period, a detailed account of work accomplished, a figure/map displaying locations of observations, an estimate of percentage of work completed, and an estimate of costs to date [reported verbally or written by email separately from the written report and at the same time]. The report shall include any past or future potential issues. Progress report structure and information required shall be amended as requested by the CATR or MCAS Miramar Installation Representative. It should be noted that collected data on small specific areas may be requested at any time during the survey process for planning purposes.

iv. Survey Report

Draft Report: The Cooperator shall provide a comprehensive report of findings which includes accurate mapping of all observations and suitable habitat identified on Station and provides a description and analysis of station population trends. Include a table presenting results of past surveys. Deliver draft and final MCAS Miramar-approved GIS layer and metadata, and supply appropriate correlated maps and figures; all maps shall be submitted in both hard copy and digital format such as PDF and JPEG. Reports provided shall be accurate, clear, and concise and not refer to the work

plan or status reports for a complete understanding of the work. The Cooperator shall submit electronic copies via email of the draft report (word and PDF formats) and draft GIS data within 60 days of completion of field work. The draft report should include cover page, table of contents, executive summary, introduction, methods, and discussion/recommendations. The report shall provide detailed color GIS maps detailing the survey data. All maps are to be prepared in GIS data format. For purposes of the draft report all raw data, data sheets and electronic databases (including GIS data) shall be included with the electronic copy.

Provide GIS data in ESRI GIS format that is accurately geo-referenced to sub-meter accuracy with associated attribute information using the database formats developed and in use by MCAS Miramar for surveys. At a minimum, observations, use areas and suitable habitat surveyed will be included in the deliverable. Electronic copies of the draft GIS data will be included with the submission of the Draft Report. Provide complete metadata as required by MCAS Miramar's GIS Data Delivery Requirements. Assist the MCAS Miramar GIS Specialist to ensure successful integration into the Station's existing GIS database. At any time during the project, the contractor shall, upon request from the SC or PAR, provide information on the interim survey results in whatever format is available at the time. The USMC Geospatial data model is in the process of being updated. In the event the model update is complete prior to the Final Report submittal the updated requirements will be provided to the Cooperator and shall be adhered to for the final deliverables.

Final Report: The Cooperator shall submit three (3) hard copies and five (5) electronic copies no later than 30 days after receipt of government comments. Of the copies three (3) hard copies and three (3) electronic will be provided to the MCAS Miramar Installation Representative. One (1) electronic copy shall be submitted to the CATR and one (1) shall be sent to NAVFAC Records Management. Cooperator shall contact Diane Silva diane.c.silva.civ@us.navy.mil for current submission instructions. Hard copies shall be submitted in an appropriate sized three-ring binder format with the title and date of the report depicted on the spine of the binder. The Final Report will be submitted with all of the information contained in the draft project report as modified by submitted comments. All data sheets and photos shall be submitted as an appendix to the final report. Raw data and electronic databased shall be submitted as part of the electronic copy. The GIS geodatabase shall include all maps and files produced for the study and shall be submitted in digital format on a CD/DVD.

The Cooperator agrees submit the following deliverables for MCAS Miramar:

Deliverable	Number of Copies	Due Date
Post Award Meeting	NA	Immediately After Award

Draft Health and Safety Plan/ Accident Prevention Plan	Electronic via email (1)	submitted within 30 days of award of Agreement
Final Health and Safety Plan/ Accident Prevention Plan	Electronic via email (1)	Submitted 15 days after US Government has provided comments
Draft Work Plan	Electronic via email (1)	Submitted 60 days after Post Award Meeting
Final Work Plan	Electronic via email (1)	submitted 15 days after US Government has provided comments
Progress Report	Electronic via email (1)	Submitted monthly during survey months
Draft Survey Report (includes draft GIS information)	Electronic via email (1) and (2) CD/DVD for GIS Information	Within 60 days of completion of field work
Final Survey Report (includes final GIS information)	3 hard copies and 5 electronic copies via CD/DVD	submitted 30 days after US Government has provided comments

H. AVIAN KNOWLEDGE NETWORK REQUIREMENTS

1. DATA COLLECTION

Cooperator will provide sampling methods with associated field forms and a link to the associated Sampling Protocol Definition here <https://data.pointblue.org/science/biologists/php/protocolsearch.php>. Instructions for describing metadata are provided in [DoD AKN Guidance: Describing Sampling Protocol Definitions](#) and instructions for providing sampling methods is provided in [DoD AKN Guidance: Describing Field Methods and Sampling Design](#).

2. SAMPLING LOCATIONS

DoD Designee will assign Cooperator a User Role of Project Leader in the AKN Project. Cooperator will provide written methods about sampling design used to select sampling locations following [DoD AKN Guidance: Describing Field Methods and Sampling Design](#) and will follow the process for uploading Sampling Units outlined in [DoD AKN Guidance: Creating Compatible Sampling Units](#).

3. DATA ENTRY/UPLOAD

Cooperator will enter data directly into the AKN following procedures provided in DoD AKN Guidance: AKN Data Access, Entry, and Analysis. DoD Designee will assign Cooperator User Role as Biologist in the AKN Project with specifics about Sampling Protocol Definition(s) to be used. Cooperator will also provide copies of completed field forms.

I. DATA AND PUBLICATION

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

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

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

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

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

J. GEOGRAPHIC INFORMATION SYSTEM DATA SPECIFICATIONS FOR DIGITAL DATA

Any maps, drawings, figures, sketches, geospatial data, spreadsheets, or text files prepared for this contract shall be provided in digital form.

1. Text, Spreadsheet, and Database Files:

The Marine Corps standard computing software is Microsoft Office 365. Final Reports and other text documents shall be provided in Microsoft Word format AND Adobe Portable Document Format (PDF). Spreadsheet files shall be provided in Microsoft Excel format. Databases shall be provided in Microsoft Access format, unless specified otherwise, as approved by the Government. Prior to database development, the Contractor shall provide the Government with a Technical Approach Document for approval, which describes the Contractor's technical approach to designing and developing the database. All text, spreadsheet, and database files shall be delivered on a Compact Disk read-only memory (CD-ROM), Digital Versatile Disc read-only memory (DVD-ROM) or portable external hard drive. Note: should the Marine Corps convert to Microsoft Office 365 during the study period, the contractor shall submit deliverables in Office 365 format.

2. Maps, Drawings, and Sketches (Digital Geospatial Data):

a. Geospatial Data Software Format:

Geographic data **must** be provided in a form that does **not** require translation, preprocessing, or post processing before being loaded to the Installation's Enterprise geodatabase. The Contractor shall validate any deviation from this specification in writing with the Government (Range GIS Analyst). Digital geographic maps and the related data sets shall be delivered in file geodatabase format using ArcGIS 10.6.1 (Environmental Systems Research Institute [ESRI] of Redlands, California). The geodatabase must be importable to an Enterprise geodatabase using ArcSDE 10.6.1 (ESRI). The delivered data layer(s) shall be provided with x, y domain precision of 1000 (unless otherwise identified by MCAS Miramar).

i. Geospatial Data Structure: GIS Data Sets: When developing/delivering geospatial data, the Contractor shall develop the initial structure consistent with the most current version of the GEOFidelis Data Model. The GEOFidelis Data Model shall be followed for geospatial database table structure, nomenclature, and attributes. The Contractor shall consult with the Government concerning modifications or additions to the GEOFidelis Data Model. The Government may approve modifications to the GEOFidelis Data Model if it is determined that the GEOFidelis Data Model does not adequately address subject datasets. Copies of the GEOFidelis Data Model may be obtained by contacting the Installation Representative.

ii. Feature Class Updates: When delivering updates to existing feature classes, the Contractor shall obtain a copy of the existing subject data in a personal geodatabase to use as a template for all subsequent data collection processes. As Installations sometimes modify the GEOFidelis Data Model structure for many feature classes to accommodate operational needs, the GEOFidelis Data Model structure may not reflect the actual structure used in the live geodatabase. If further modifications to structure are required as a result of this Scope, the Contractor will consult with the MCAS Miramar for direction and final approval.

iii. Geospatial Data Projection: Geographic data (regardless of format) shall be provided in U.S. Survey Feet and **projected** into the California State Plane, Zone VI, FIPS 0406 projection system (EPSG::2224). The maps and data shall use the GRS 1980 spheroid and the North American Datum 1983/World Geodetic System 1984 (NAD83/WGS84). Epoch 1991.35 shall be used. The vertical datum used is NAVD88 (EPSG::5103). This projection requirement applies to all GIS data layer deliverables as well as all CADD drawings such as as-designed and as-built project plans. Each data set shall have a projection file if appropriate based on format.

- Media for Geospatial Data Deliverables: Draft geographic data may be delivered via DoD SAFE at <https://safe.apps.mil/>. Final geographic data shall be delivered via DoD SAFE and/or on a separate CD-ROM or DVD-ROM, or external hard drives. This media shall **contain only the value-added data sets** as designated in the Task sections of the SOW. Do not include the Contractor's working files or original installation data sets that may have been used by the Contractor to develop the deliverables. "READ ME" files may be included on the geographic data media if such files provide explanation of the delivered data sets. However, these "READ ME" files should not be delivered in lieu of standard metadata.
- Geographic Data Documentation (Metadata): For each digital file delivered containing geographic information (regardless of format), **the Contractor shall provide documentation** consistent with the GEOFidelis Metadata Guidelines, which follow Federal Geographic Data Committee (FGDC) Content Standards for Digital Geospatial Metadata (CSDGM). Both 'Mandatory' and 'Mandatory as Applicable' fields shall be completed for each geographic data set, as well as selected 'Optional' fields. The documentation shall include, but not be limited to, the following:
 - The name, description, abstract, and purpose of the data set/data layer.
 - The source of the data and any related data quality information such as accuracy and time period of content.

- Descriptions of the receiver and other equipment used during collection and processing, base stations used for differential corrections, software used for performing differential corrections, estimated horizontal and vertical accuracies obtained, and conversion routines used to translate the data into final geographic data delivery format.
- Details of all checks made to existing control points & any discrepancies noted.
- Type of data layer (point, line, polygon, etc.).
- Field names of all attribute data and a description of each field name.
- Definition of all codes used in the data fields.
- Ranges of numeric fields and the meaning of these numeric ranges.
- The creation date of the map layer and the name of the person who created it.
- A point of contact shall be provided to answer technical questions.

Metadata generation tools included in the ArcGIS suite of software (or equivalent technology) shall be used in the production of the required metadata in XML format. Regardless of the tools used for metadata creation, the Contractor must insure that the metadata is delivered in XML format and can be easily imported to the Installation's enterprise geodatabase. Specific guidelines may be found within the *GEOFidelis* Metadata Authoring Guide. A copy of the guide may be obtained by contacting the Installation Representative.

- **Geographic Data Review:** The digital geographic maps, related data, and text documents shall be included for review in the draft and final contract submittals. The data will be analyzed for discrepancies in subject content, correct format in accordance with these specifications, and compatibility with the existing GIS system. The Contractor shall incorporate review comments to data and text prior to approval of the final submittal.
- **Ownership:** All digital files, final hard copy products, source data acquired for this project, and related materials, including that furnished by the Government, shall become the property of the Installation and will not be issued, distributed, or published by the Contractor.

K. RELEASE OF INFORMATION

The Recipient shall not respond to any inquiries about this Cooperative Agreement from the news media or non-governmental organizations or other persons during the term of this Cooperative Agreement unless it has first consulted with the US Government and a determination appropriately made by the cognizant US Government representative concerning release of information pursuant to

the authority (Federal or State) cited by the requester. All inquiries shall be directed to the Public Affairs Officer at the Installation and Public Affairs Officer at NAVFAC SW through the IR and CATR.

L. SAFETY

The Recipient will be required to develop an Accident Prevention Plan (APP) following the format in Appendix A of the EM 385-1-1, US Army Corps of Engineers Safety & Health Requirements Manual, 30 November 2014 or latest edition. The government CATR will contact the SW EV Safety Office to check if the project may qualify for the Abbreviated APP, prior to directing the recipient to prepare an APP. Additional specific plan or plans is/are required if the project involves work that is potentially hazardous. List of specific plans is located at section (i) of Appendix A of the EM 385-1-1. Potentially hazardous activities include, but are not limited to:

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

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

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

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

A Draft and Final APP, SSHP and AHA will be submitted concurrently with the Work Plan but shall be printed under a separate cover from the Work Plan. The final APP, SSHP and AHA shall be immediately accessible to the Site Safety and Health Officer (SSHO) and Project Manager at all times during the project, and a copy shall be available in every vehicle utilized for work under this Cooperative Agreement. The SSSH is required to have completed the 40-hours Safety Awareness Training.

Man-hour reporting is also required by the EM 385-1-1 and the Unified Facilities Guide Specifications (UFGS) -01 35 26, (November 2015) change 8, 08/19. The recipient will provide a Monthly Exposure Report (MER) and will attach this report to the quarterly (or other specified interval) billing request. The CATR will submit a copy of the MER to the SW EV Safety Office.

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

M. INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A GOVERNMENTAL COOPERATIVE AGREEMENT

1. In the event of damage, including damage by contamination, to any US Government property by the Recipient, its officers, agents, servants, employees, or invitees, the Recipient, at the election of the US Government, shall promptly repair, replace, or make monetary compensation for the repair or replacement of such property to the satisfaction of the US Government.
2. In the event the Cooperator uses a contractor(s) to perform any work required by this Agreement, the Cooperator shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the United States of America, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Cooperator's contractor or any of the directors,

officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

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

N. INSURANCE

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

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

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

3. The Recipient at its sole cost and expense, may insure its activities in connection with this Cooperative Agreement by maintaining a program of self-insurance that complies with the requirements of this Section N, including coverages specified in Attachment A hereof. Recipient shall also provide a copy of the exempting statute cited in support of its claim of self-insurance pursuant to Section 2 of Attachment A to this Cooperative Agreement. (The self-insurance clause is applicable only to appropriate state and local governments and qualifying institutions of higher education who provide evidence of a self-insurance program 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 N, the Recipient shall promptly give notice thereof to the US Government and, to the extent of its liability as provided in this Section N, shall, upon demand, either compensate the US Government for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the US Government may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the Recipient for such loss or damage under this Section N, the Recipient shall effect such repair, rebuilding, or replacement if required so to do by the US Government, and such excess of cost shall be reimbursed to the Recipient by the US Government. In the event the Recipient shall have effected any repair, rebuilding, or replacement which the Recipient is required to effect pursuant to this Section 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.

O. PAYMENTS

1. Partial payments equal to the amount of work accomplished may be made quarterly during the field work portion; after submittal of the draft report; and after receipt of the final report.
2. The final payment of 10 percent of the Cooperative Agreement overall value shall be paid when the final report and all other submittals listed in Section I have been received and accepted by the CATR.
3. Any requirement for the payment or obligation of funds, under the terms of this Agreement, shall be subject to the availability of appropriated funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 USC §1341 et seq. Nothing in this Agreement shall be construed as implying that Congress will, at a later time, appropriate funds sufficient to meet deficiencies.
4. Payments will be made using in accordance with Defense Federal Acquisition Regulation (DFAR) 252.232-7006 Wide Area Work Flow Payment Instruction. See Attachment B for instructions on payment procedures.
5. 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

P. EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT REPORTING

Section 2(d) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

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

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

- (m) Treasury account symbol (TAS) as reported in FPDS.
- (n) The applicable North American Industry Classification System (NAICS) code.

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

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

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

Q. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES 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](#).

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-C/section-200.216>

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 Corps Air Station under this Cooperative Agreement, No. N62473-24-2-0007."

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 US GOVERNMENT PREMISES OR PROPERTY PURSUANT TO THE COOPERATIVE AGREEMENT

1. PUBLIC LIABILITY AND PROPERTY DAMAGE

a. Required minimum amounts of insurance listed below:

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

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

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

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

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

d. "This insurance certificate is for use of facilities at Marine Corps Air Station under this Cooperative Agreement, No. N62473-24-2-0007.

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

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

ATTACHMENT B
WAWF WORKFLOW PAYMENT INSTRUCTIONS

SUBMISSION OF GRANTS VOUCHERS

- (a) *Payment Requests.* Cooperators shall use Wide Area Work Flow (WAWF) to submit payment requests in the form of a grants voucher.
- (b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor 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/>. Grants Voucher training is available at [Grant Voucher \(eb.mil\)](#).
- (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 cooperative agreement:
- (1) *Document type.* The Contractor shall submit payment requests using the Grant Voucher.
 - (2) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Select Document to Create	Grants Voucher
Issue By DoDAAC	N62473
Admin DoDAAC	N62473
Grant Approver/Extension	N62473/ECOMP

(3) *Payment request.* The Contractor shall ensure a payment request includes a Standard Form (SF) 270 and/or SF 425. If it is a final payment request, the Cooperator shall also ensure a release of claims statement is included.

(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

jason.s.fraker.civ@us.navy.mil

(End of clause)