

STATEMENT OF OBJECTIVES
Multiple Taxonomic Group Studies
Naval Weapons Station Seal Beach Detachment Fallbrook, Fallbrook, CA
N62473-24-2-0011

Table of Contents

A. INTRODUCTION	1
B. PURPOSE	2
C. LOCATION	3
D. DESIGNATED REPRESENTATIVES.....	3
E. PERIOD OF PERFORMANCE.....	4
F. MATERIAL AVAILABLE FOR REVIEW	5
G. GENERAL REQUIREMENTS	5
H. SPECIFIC REQUIREMENTS.....	12
J. SUBMITTALS AND SCHEDULES	18
K. DATA AND PUBLICATION	22
L. RELEASE OF PUBLIC INFORMATION	23
M. SAFETY	23
N. HOLD HARMLESS	24
O. INSURANCE.....	25
P. PAYMENTS.....	26
Q. EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT REPORTING	27
R. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT, 2 CFR § 200.216	28
ATTACHMENT A: INSURANCE.....	30
ATTACHMENT B: WAWF INSTRUCTIONS.....	Error! Bookmark not defined.

A. INTRODUCTION

Naval Weapons Station (NAVWPNSTA) Seal Beach Detachment Fallbrook (Detachment Fallbrook, installation) is located in north San Diego County, adjacent to Camp Pendleton and the town of Fallbrook. Detachment Fallbrook resides within the California Floristic Province, which is a Mediterranean type climate and is recognized as a biodiversity hotspot of global significance ecosystem known for high biodiversity and endemism. On the installation, there is a diversity of flora and fauna. The low-intensity land use requirement of the military mission has kept over 90% of Detachment Fallbrook lands as undeveloped and largely natural open space that supports a range of plant communities and provides habitat for many sensitive species, including federally listed threatened and endangered species. The intent of this project is to study

five taxonomic groups: amphibians (including the federally endangered Arroyo Toad [ARTO, *Anaxyrus californicus*] and federally proposed Spadefoot Toad [*Spea hammondi*]); reptiles (including federally proposed Southwestern Pond Turtle [*Actinemys pallida*]); mammals (with a focus on bats [Chiroptera] and other mammals of potential management interest); plants (with a focus on rare, endangered, and species of potential management concern); and invertebrates (including the federally proposed Monarch Butterfly [*Danaus plexippus*]).

One species, ARTO, is both a California species of special concern and a federally listed endangered species. The ARTO is surveyed regularly per a 2003 United States Fish and Wildlife Service (USFWS) Biological Opinion (BO) to support the implementation of fire management on the installation (FWS-SDG-04B0004-04F0005). Of particular interest with the ARTO is tracking the riverine portion of the population over time as well as characterizing its uplands occupancy. The installation also supports a diverse herpetofaunal population (reptiles and other amphibians). Numerous herpetofaunal species on the installation are considered California species of special concern and a couple, the Spadefoot Toad and Southwestern Pond Turtle, have been proposed for federal listing. This taxonomic group is routinely surveyed to assess diversity and trends in species within the installation, as well as monitor for exotic or rare species that may not have been detected yet.

One group of mammals, the bats, has received a lot of conservation attention in North America in recent years. This is due in part to their ecological and economic value in the face of alarming population declines following the spread of a fungal disease known to be associated with white-nose syndrome. Bats occur throughout the installation, to include roosting in bat boxes and within manmade structures such as magazines; there are current mission/bat conflicts that require evaluation and management support. There are other mammalian species of potential management concern at Detachment Fallbrook that have been less well studied, including San Diego Black-tailed Jackrabbit, American Badger, and Woodrats.

Plant diversity on the installation is high with over 600 plant species documented on Detachment Fallbrook. The majority of plant species are classified as native; however, approximately 30% are non-native. Detachment Fallbrook's 2016 Integrated Natural Resources Management Plan (INRMP) identifies which species have voucher specimens on file and which species are on the Detachment Fallbrook Watch List because more information (e.g., confirmation of presence) is needed. In response, botanical diversity at Detachment Fallbrook is surveyed periodically for differing management purposes, including early detection of invasive species, vigilance for rare or listed species, assessing parameters for habitat restoration and recovery, etc.

Finally, in addition to being ecologically significant (e.g., as important food source, pollinators, decomposers, etc.), some invertebrate species in our region are of particular management interest because they are invasive pests (e.g., Gold-Spotted Oak Borer, Shothole Borer) or species at risk and/or proposed for listing (e.g., Monarch Butterfly). The Monarch Butterfly is known to occur on Detachment Fallbrook and is of current management interest because it is slated to be listed in 2024, but the Navy does not have good data on its potential habitat and distribution.

B. PURPOSE

The purpose of this Cooperative Agreement is to design and implement surveys/studies to support the understanding and management of multiple taxonomic groups to include herpetological species with a focus on ARTO; mammals; plants; and invertebrates on Detachment Fallbrook. The studies shall be used to enhance the knowledge of the distribution and habitat use of these taxonomic groups across the installation. Survey and study results will also assist Detachment Fallbrook in achieving management and study goals identified in the installation's WFMP BO, INRMP, and Grazing Management Plan. The work shall use scientifically accepted techniques designed to conduct various surveys, habitat enhancement or restoration projects, and/or update existing plans and datasets as applicable for these taxonomic families.

A fundamental part of this Cooperative Agreement is that the Recipient shall complete ARTO surveys in accordance with the WFMP BO. A separate report will be provided to the Cooperative Agreement Technical Representative and the Installation Representatives at the end of the Cooperative Agreement. This Cooperative Agreement is structured to include optional tasks to support additional herpetological, mammal, plant, and invertebrate surveys as well as option years to continue this work into the future, allowing some flexibility with seasonal and climatic variations (per WFMP BO) and conditional upon funding availability.

This project contributes to the implementation of the Detachment's Integrated Natural Resources Management Plan (INRMP), a requirement of the Sikes Act Improvement Act or SAIA (16 USCA Section 670a), the Wildland Fire Management Plan and its associated BO, the Grazing Management Plan, and other regulations including but not limited to the Fish and Wildlife Conservation Act (16 USC 2901 et seq.); Fish and Wildlife Coordination Act (16 USC 661 et seq.); and DoDI 4715.03: Natural Resources Conservation Program.

C. LOCATION

Detachment Fallbrook occupies 8,852 acres and is located in San Diego County, California. It shares its northern, western, and southern boundary almost exclusively with Marine Corps Installation Base (MCB) Camp Pendleton, and shares its eastern boundary with the community of Fallbrook. The climate is typical of the semi-arid Mediterranean climate found in coastal southern California, characterized by warm, dry summers and cool wet winters. Topography varies from inland valleys and mesas to steep-sided canyons with elevations ranging from approximately 220 feet (ft) to over 800 ft above mean sea level (AMSL).

Due to its military mission of storing munitions, Detachment Fallbrook is comprised of large portions of undeveloped open space that is home to diverse flora and fauna. The five main habitat types on the installation include annual and perennial grasslands, coastal sage scrub, oak woodland habitat, riparian scrub and woodland habitat, and chaparral.

D. DESIGNATED REPRESENTATIVES

1. The Cooperative Agreement Administrator (CAA) is Kevin Magennis, Contract Specialist Environmental Acquisition Core, Naval Facilities Engineering Systems Command, Southwest, 750 Pacific Highway San Diego, CA 92132-0058; telephone (619)-705-5566, and email:

kevin.e.magennis.civ@us.navy.mil

2. The Cooperative Agreement Technical Representative (CATR) is Vanessa Shoblock (Code EV25.VS), Environmental Core for Naval Facilities Engineering Systems Command Southwest, Floor #12; 750 Pacific Highway San Diego, CA 92132-0058 Telephone: 619-705-5563, Email: Vanessa.m.shoblock.civ@us.navy.mil.

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

3. The Installation Representative (IR) for this Cooperative Agreement is Christy Wolf, Natural Resources Manager, Naval Weapons Station Seal Beach Detachment Fallbrook, 700 Ammunition Road, Bldg 1, Fallbrook, CA 92028; Telephone (760) 731-3425, E-mail: christy.m.wolf.civ@us.navy.mil.

The Installation Representative is responsible for providing the CAA, via the CATR, the technical requirements for this Cooperative Agreement's scope of work specifications. The Installation Representative has no authority to make any changes to the Cooperative Agreement only the CAA may affect any change to this Cooperative Agreement. The Installation Representative has no authority to direct or change any work identified in this Cooperative Agreement. It is expected that the Recipient will work with the Installation Representative for installation access and to facilitate implementation of 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.

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

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

6. For the purposes of this Cooperative Agreement, the term Recipient shall mean **TBD**.

E. PERIOD OF PERFORMANCE

The period of performance covered by this agreement is 60 months upon award. The total duration of this agreement, including the option tasks and any time-extension modifications, shall not exceed 60 months. The option tasks are subject to the availability of funds and may be awarded unilaterally throughout the duration of this Cooperative Agreement

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

F. MATERIAL AVAILABLE FOR REVIEW

Recipient and/or his/her representative(s) will have access to the following materials through the CATR or IR. The Recipient shall pay for or replace any items borrowed that are damaged, stolen or lost.

- 1) Aerial photographs of Detachment Fallbrook via GIS
- 2) Geographic Information Systems (GIS) data pertinent to this project
- 3) Previous reports related to taxonomic groups at Detachment Fallbrook

G. GENERAL REQUIREMENTS

1. The Recipient is responsible for surveys, assessments, and documentation of work as defined in this Task Order. The Recipient shall visit the installation as often as necessary to accomplish the purpose of this Task Order as detailed further in this scope. The Recipient shall provide the IR and CATR with a list of all personnel who will be carrying out this Task Order. It is the Recipient's responsibility to obtain all necessary security and entrance clearances for himself and his personnel and equipment into the installation. The Recipient must comply with all installation security rules, regulations, requirements, and day-to-day operational changes thereto.

2. The Recipient shall provide all transportation, meals, and lodging for himself/herself and his/her personnel and all equipment, mist nets, tracking materials, game cameras, etc., and analyses necessary to complete the work. All equipment utilized on the Installation is subject to inspection by and approval of the Installation safety program.

3. The Recipient shall provide all equipment (unless otherwise stated) and analyses necessary to complete the work described within this Agreement. Equipment is defined as "tangible nonexpendable personal property including exempt property charged directly to the award having a useful life of more than one year." Supplies are defined as "All personal property excluding equipment, intangible property, and debt instruments, and inventions of a contractor conceived or first actually reduced to practice in the performance of work under a funding agreement ("subject inventions"), as defined in 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements." (DoD Grant and Agreement Regulations, DoD 3210.6-R#)

4. Unannounced changes to day-to-day operational procedures may, at times, prohibit the Recipient access to study/project sites. While on the installation, the Recipient shall abide by all applicable rules and regulations issued by the Commanding Officer. The Recipient may be subject to inspections for contraband while on Government property. The Recipient shall provide the IR and CATR with a list of all personnel who will be carrying out this Cooperative Agreement.

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 mapping and modeling efforts.

Due to the complexity of work, the Cooperative Agreement will require the equivalent, at the minimum, of at least one (1) full-time Field Investigator/Biologist(s) during this Task Order with the following minimum qualifications identified in section a. If awarded, the Cooperator shall provide qualified Field Investigators/Biologists as further identified in sections b-d:

- a. Field Investigator/Biologist – Herpetological Study: This position shall be responsible for being the liaison between Recipient personnel and the Grants Officer, CAA or CATR and shall serve as the main point of contact for all required results and/or progress reports on the herpetological study. The Field Investigator/Biologist that oversees the herpetological portion of this Agreement shall have the minimum qualifications:
 - 1) A graduate degree with an emphasis in herpetology, or field experience commensurate with a graduate degree (minimum of 10 years of upper level project management/study design and oversight within herpetological fields).
 - 2) Expertise in life history and survey methodologies for amphibian and reptiles in coastal Southern California.
 - 3) Five (5) years of demonstrated experience conducting surveys and research projects on amphibians and/or reptiles.
 - 4) Specific knowledge of, and all required state and federal permits related to, amphibians and reptiles, including the federally listed Arroyo Toad, to effectively implement the work and comply with the requirements of this Agreement. A copy of all required permits or evidence of renewable permits must be submitted with the proposal.

- b. Field Investigator/Biologist – Bat Study: This position shall be responsible for being the liaison between Recipient personnel and the Grants Officer, CAA or CATR and shall serve as the main point of contact for all required results and/or progress reports on the bat study. The Field Investigator/Biologist that oversees the bat portion of this Agreement shall have the minimum qualifications:
 - 1) A Bachelor of Science degree in zoology, biology, ecology, wildlife management or a related field experience from an accredited college or university.
 - 2) Expertise in bat ecology and knowledge of flora, fauna, climate, soil, topography, hydrology, vegetation and wildlife of the California Floristic Province and how these factors relate to bat distribution, behavior, and natural history.
 - 3) Ten (10) years of relevant field monitoring experience, including: identifying and

sampling bats that are found in coastal southern California; experience in mist-netting and handling bats and acoustic detection; and ability to visually recognize bat species in roosts.

- 4) Specific knowledge of, and all required state and federal permits related to, the study and handling of bats to effectively implement the work and comply with the requirements of this Agreement. A copy of all required permits or evidence of renewable permits must be submitted with the proposal.
- c. Field Investigator/Biologist – Mammalian Study: This position shall be responsible for being the liaison between Recipient personnel and the Grants Officer, CAA or CATR and shall serve as the main point of contact for all required results and/or progress reports on the mammalian study. The Field Investigator/Biologist that oversees the portion of this Agreement shall have the minimum qualifications:
- 5) A Bachelor of Science degree in zoology, biology, ecology, wildlife management or a related field experience from an accredited college or university.
 - 6) Expertise in mammalian ecology and knowledge of flora, fauna, climate, soil, topography, hydrology, vegetation and wildlife of the California Floristic Province and how these factors relate to mammalian distribution, behavior, and natural history.
 - 7) Ten (10) years of relevant field monitoring experience, including: identifying and sampling rare, sensitive, or unique mammals that are found in coastal southern California; experience in various mammalian survey techniques; and the ability to visually recognize southern Californian mammals via direct or passive observation. .
- d. Field Investigator/Biologist – Botanical Work: This position shall be responsible for being the liaison between Recipient personnel and the Grants Officer, CAA or CATR and shall serve as the main point of contact for all required results and/or progress reports on the botanical work. The Field Investigator/Biologist that oversees the botanical portion of this Agreement shall have the minimum qualifications:
- 1) A graduate degree plant taxonomy, botany, or a related field from an accredited college or university.
 - 2) Ten (10) years of experience in plant taxonomy within southern California, including at least five (5) years of expertise with the flora of coastal southern California.
 - 3) Specific knowledge of, and all required state and federal permits related to, plants to effectively implement the work and comply with the requirements of this Agreement. A copy of all required permits or evidence of renewable permits must be submitted with the proposal.
- e. Field Investigator/Biologist – Invertebrate Work: This position shall be responsible for being the liaison between Recipient personnel and the Grants Officer, CAA or CATR and shall serve as the main point of contact for all required results and/or progress reports on the invertebrate study; the individual may also be the lead on the invertebrate study if desired and if the qualifications are met. The Field Investigator/Biologist that oversees the

invertebrate portion of this Agreement shall have the minimum qualifications:

- 1) A graduate degree with an emphasis in invertebrates, or field experience commensurate with a graduate degree (minimum of 10 years of upper level project management/study design and oversight within invertebrate fields).
- 2) Expertise in life history and survey methodologies for invertebrates of potential management concern in coastal Southern California with an emphasis on the Monarch Butterfly.
- 3) Five (5) years of demonstrated experience conducting surveys and research projects on invertebrates.
- 4) Specific knowledge of, and all required state and federal permits related to, invertebrates, including the federally listed Monarch Butterfly, to effectively implement the work and comply with the requirements of this Agreement. A copy of all required permits or evidence of renewable permits must be submitted with the proposal.

f. Field Technicians: The person(s) shall have, at the minimum:

- 1) A Bachelor of Science degree in zoology, biology, ecology, wildlife management, botany, landscape architecture or horticulture or other related field from an accredited college or university.
- 2) Ability to provide clear, legible and accurate field notes and data.
- 3) Expertise and knowledge of flora, fauna, climate, soil, topography, hydrology, vegetation and wildlife of the California Floristic Province, as applicable to the study area they are supporting.
- 4) A thorough understanding of regulations regarding herpetological (including Arroyo Toad), mammalian, invertebrate, and/or botanical depending on the study they are supporting.

6. The Recipient shall provide the CAA (via the CATR) the names of persons and copies of their resumes being considered for work under this Agreement. The Recipient shall not replace or substitute any staff member without prior written approval by the CAA.

7. At no additional cost to the Government, the Recipient shall be in possession of all necessary permits from the state and federal regulatory agencies (i.e., California Department of Fish and Wildlife, U.S. Fish and Wildlife Service (USFWS), National Marine Fisheries, etc.) necessary to conduct the activities stipulated in this Agreement (e.g., including conducting survey for/handling/tracking the ARTO and/or trapping, handling or other work with bats); this shall include the coverage of all individuals working on the appropriate sections of this study if pertinent. All required permits shall be submitted to the CAA (via CATR) during the kickoff Meeting, or prior to the initiation of any fieldwork that requires permitting, whichever comes first. A copy of all required permits or evidence of renewable permits must be submitted with the proposal.

8. Unexploded ordnance may be encountered while conducting fieldwork due to the long-term use of Detachment Fallbrook as a military property. The Recipient shall not touch or attempt to pick-up any suspected ordnance or unidentified object. If ordnance is in a place that the Recipient cannot avoid, the Recipient shall place flagging in the general area of the ordnance and

notify the Environmental Office with the exact location.

9. Smoking is not allowed in the non-developed areas while individuals are working on the Installation.

10. The Recipient shall conduct literature reviews, field investigations and interviews with experts and authorities as necessary to accomplish the work described within this Agreement. The Recipient shall, in particular, attempt to contact and utilize information from the local Navy offices and other professionals as appropriate.

11. The Recipient shall review pertinent files at the Installation and past research conducted at the Installation. The Recipient shall coordinate with the CATR and IR in planning and carrying out field activities.

12. 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.

13. All work conducted in support of this Agreement shall comply with all federal laws applicable to the Installation including, but not limited to, the Endangered Species Act, the Clean Water Act and the Migratory Bird Treaty Act.

14. A person shall not drive a motor vehicle while holding or operating cell phone or other wireless communication device unless the wireless communication device is specifically designed and configured to allow voice-operated and hands-free operation, and it is used in that manner while driving. Use of portable headphones, earphones, other listening devices, or audio equipment shall not be used while operating a vehicle. Stereo volume that can be heard outside the motor vehicle at a distance of 50 feet or more is prohibited. 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. If a driver accumulates a total of twelve points within a one-year period or eighteen points within a two-year period, he/she is subject to suspension of Installation driving privileges for one year.

15. All field notes, field data forms, electronic storage of field data, photographs, etc. collected and produced as part of this Agreement are the property of the DoD and Installation. Legible copies of the field notes, data forms and other information shall be provided to the CATR and Installation Representative upon request.

16. The data obtained during this Agreement shall be scientifically defensible and suitable for publication. All methods of data collection and analyses shall be standardized with previous studies conducted by the Recipient under past Agreements for this type of work, or when appropriate, analyzed using acceptable new or improved methods as determined in current scientific literature(s). If changes in analyses make results unfit for comparison with previously collected data, the Recipient shall reanalyze all appropriate data sets for comparison. The CAA shall approve (via the CATR) in advance any changes to previously used experimental designs,

methods of data collection and/or analyses, which shall be provided in the Recipient's required Work Plan. The CATR or IR, at their discretion, may subject draft work plans, draft reports or draft manuscripts to external peer review.

17. The Recipient is required to submit a proposed field schedule in writing to the CATR and IR at least two weeks prior to conducting field investigations and within the Work Plan. The schedule will identify by date, time and personnel, and location when sites are to be visited. Any variation(s) will be telephoned or emailed to the IR at least 48 hours in advance of any changes.

18. In order to avoid impacts to federally listed, rare, or endemic plants the Recipient must coordinate all vegetation and ground disturbing activities with the IR. 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.

19. No ground disturbing activities are to take place without the concurrence from the IR. 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 IR who will coordinate with 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.

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

21. 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.

22. The Recipient shall inform the CATR and IR 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. In addition, information regarding trespassers should be reported to Security as soon as possible.

23. The Recipient shall inform the CATR and IR 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 including photos if possible.

24. Throughout the term of this Agreement the CATR and the IR 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.

25. The DoD via the CAA, may request updated data presented on maps, figures and/or tables whenever the DoD'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 IR). The DoD 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 IR) to review so that the DoD 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.

26. Firearms may be prohibited in some areas on Installation due to safety or security concerns. The IR shall provide a map and written guidance, if available; describing areas where firearm use has been approved or not for the purposes outlined in this Cooperative Agreement. The Recipient shall be responsible for obtaining permission from the Installation for the use and possession of firearms. The IR will provide assistance in obtaining permission, as required.

27. All field personnel associated with this Agreement will be working within and/or transiting through Explosive Safety Quantity Distance (ESQD) areas on the Installation and are required to obtain an Explosives Safety Brief annually and follow associated security and safety requirements. To receive the brief, personnel must coordinate with the IR at least two weeks in advance to receive the brief.

28. All Non-Government personnel working on the Installation are required to obtain credentials for entry. The United States Navy recently implemented the Defense Biometric Identification System (DBIDS), a new Physical Access Control System. Individuals on official business must obtain a DBIDS credential/pass at the Installation Pass and ID office.

29. Some areas of the Installation may be inaccessible due to road conditions following heavy and/or prolonged rainfall. Adjustments to schedules due to road/weather conditions shall be coordinated with the IR.

30. Photography and videography is restricted on the Installation. Clearance for photography shall be obtained from appropriate Installation personnel. When requested by the Installation, all photographic equipment, film, and/or digital storage media must be turned over to appropriate Installation personnel for processing and security inspection. Photographs and videos may not include any facilities, or tactical vehicles without written authorization from the IR.

31. No animals will be brought onto the Installation and released without the consent of the IR. No pets will be brought onto the Installation.

32. Dead, injured or sick wildlife shall not be removed from the Installation by the Recipient,

except as a specific requirement of any required State or Federal permit requirement. The IR shall be notified of any wildlife removal.

H. SPECIFIC REQUIREMENTS

1. The Recipient shall be responsible for providing trained and experienced personnel to effectively comply with the requirements of this Cooperative Agreement as defined by Section G. General Requirements. Training shall include sufficient hands-on experience in field work to meet the requirements of the Cooperative Agreement.
2. The Recipient shall use survey and study methods and equipment allowed by Federal and State laws. The details of how species will be surveyed/studied and handled/managed will be included in the Work Plan. The Recipient shall be responsible for the selection, design, development and construction of all survey and management techniques/methods. However, innovative survey or study methods shall be approved by the IR prior to implementation. The Recipient shall also be responsible for providing all materials, equipment and supplies used in the studies.

BASE COOPERATIVE AGREEMENT EFFORTS

The following two discrete efforts are considered the base award for this cooperative agreement.

Task 1: ARTO Research/Study Efforts and Reporting

The scope of this Cooperative Agreement will require the qualified herpetological expert(s) (qualified personnel familiar with toad biology and survey methodologies) to conduct the following tasks using methodologies and classifications common in southern California for this species. This shall include experience with this listed species and may require the Cooperator to have appropriate state and federal permits.

- a) At least three survey passes for breeding toads within the Santa Margarita River (SMR) where it forms the border of Detachment Fallbrook (approximately 5.75 linear miles) during optimal seasonal periods for ARTO detection and habitat suitability observations during the breeding season. The primary purpose of the survey is to determine presence/absence, distribution, and relative abundance of breeding ARTO. GIS data is to be gathered for all ARTO observations to include egg masses, tadpoles, and adults per Fallbrook GIS standards. Per the WFMP BO, the surveys should be scheduled during years when winter/spring rainfall is (or predicted to be) above average, to maximize the potential for detecting breeding toads.
- b) Mapping/updating of habitat suitability for toads, and distribution and amount of all riparian habitats within the SMR to include potential barriers to upland movement. To the extent feasible, habitat suitability mapping shall allow comparison with prior suitability mapping efforts. Specific data to be collected and mapping approach will be discussed during the kick-off meeting.
- c) Contribute to the validation of aspects of the upland habitat occupancy mapping/model for the base. Validation may include contributing to evidence for absence of the species in

certain locations. Methods may vary to include pitfall trapping and night surveys. Level of effort for this subtask can be based on the work and field hours required to install, operate, and remove a herp pitfall trap array for six (6) non-consecutive weeks with at least four trap nights at the site.

d) Provide a draft and final report documenting this effort inclusive of an introduction, the methods of study, results, discussion/recommendations, and all data gathered.

e) All ARTO survey efforts shall be recorded in a standardized manner to best inform effectiveness of future surveys/studies. Data shall be gathered on field data forms and with GPS units, with data provided in both spatial and tabular non-spatial formats. The ARTO habitat and associated vegetation layers shall be provided via GIS with a description of how they were created (within the report and GIS metadata) and future validation needs, if any.

f) Survey efforts for ARTO and all herpetofauna shall follow recommended methods and techniques in Declining Amphibian Task Force's Fieldwork Code of Practice (or comparable industry guidelines) to prevent the spread of pathogens.

Task 2 Botanical Surveys

This task provides for a six (6)-day botanical survey on Detachment Fallbrook with the support and participation of Government personnel. The objective of the botanical survey is to provide for the detection of plant species of potential management concern, including early detection monitoring of invasive plant species and vigilance for rare or listed plant species, and to help maintain the installation's official plant list. Survey locations will vary across the installation, depending on seasonality and ecological or management interests. Actual location(s) surveyed will be included in documentation. The six-day effort can be spread out over the season; however, site visits will endeavor to coincide with phenological periods for optimal plant species detection and identification. Voucher specimens will be collected for any species that is a new occurrence for (not previously recorded on) the Detachment, that does not already have a voucher for the installation, and for other purposes as deemed appropriate for management or research value per discussion and criteria determined during kickoff meeting. Voucher specimens of new records for the base shall also be scanned with high resolution digital scanning incorporated into the San Diego Natural History Museum's digital herbarium. Location data will be collected via GIS for plant species of potential management significance, such as a new invasive species, a rare plant, etc. Additional data of management significance, such as number of individuals or extent of infestation, phenology, etc. will be included in documentation. Along with the voucher specimens and GIS, updates to the Detachment Fallbrook plant list shall be provided. After a field season is completed, the Cooperator shall have 90 days to submit a draft plant list, pertinent field data in the form of a mini-report to include methods, survey dates, locations of surveys, findings/results, discussions, recommendations if any, etc., and GIS data. Finals of all documents shall be provided 45 days following Government comments. Any Government comments must be addressed before acceptance of the deliverables.

For the purpose of quantifying this effort, this option provides for up to six (6) field days with the total "field day" effort representing all the costs associated with the field work and

deliverables.

ADDITIONAL OPTIONAL TASKS

The following are additional options that can be awarded. A summary table showing the options is first, with text with details following.

Item	Number of times exercisable	Cost per item	Total cost if each item is exercised
Base Period	1 Time	\$126,464.00	\$126,464.00
Option Task 1	12 Times	\$40,528.00	\$486,336.00
Option Task 2	12 Times	\$41,762.00	\$501,144.00
Option Task 3	12 Times	\$30,121.00	\$361,452.00
Option Task 4	14 Times	\$11,646.00	\$163,044.00
Option Task 5	12 Times	\$29,827.00	\$357,924.00
Total Potential Value			\$1,996,364.00

Optional Task 1: Additional Herpetological Surveys

If awarded, the Recipient will, with the support and participation of Government personnel, implement and conduct herpetological surveys/studies (may include, but not limited to, ARTO, spadefoot toad, pond turtle) using passive and active techniques including pitfall traps, night driving, and other survey methods as determined appropriate. A goal shall be assessing basewide abundance and distribution of herpetological species or developing habitat use models or habitat diversity datasets at NWS Fallbrook with a focus in areas that will provide the most value for species diversity/study needs.

- a) The Recipient shall be in charge of any permitting requirements necessary to conduct the work including any USFWS permitting.
- b) The Recipient shall be in charge of setting up and striking any survey methods/mechanisms.
- c) The Recipient shall include sufficient time to conduct the equivalent of a thorough survey at one location on the installation, to include up to 6 visits with at least four trap nights at the site.
- d) The methods/sites of the surveys will be discussed with installation personnel and agreed upon prior to implementation. Survey efforts shall follow recommended methods and techniques in Declining Amphibian Task Force's Fieldwork Code of Practice (or comparable industry guidelines) to prevent the spread of pathogens.
- e) If animals are captured, additional data on the sex, size (weight, snout-vent length), etc. shall also be collected.
- f) All data shall be included in a separate herpetological report to include details/requirements as identified in Section G, Section H, and Section J as well as raw data, summary statistics, and GIS data.
- g) Reporting shall be conducted per field season or as otherwise specified by the CATR and IR following the award of the option.

In addition, this option shall provide for a separate draft and final appendix to the herpetological report to include the identification and documentation of non-target species captured as part of herpetological surveys (e.g., small mammals or large invertebrates within pitfall traps) or other significant incidental observations, any updates in methodology, and findings discussions. Specimens shall be collected and preserved and/or photographed for identification purposes. Relevant data such as date and location of collection shall be recorded. Specimens collected will become part of the Detachment's collections and/or will be submitted to the San Diego Natural History Museum's inventory (to be discussed at kick-off meeting, and may depend on type of specimen). For the purpose of quantifying this effort, the reporting, collection, and documentation to include responding to government comments work shall not exceed 40 hours of cumulative effort, with the support and participation of Government personnel (collection, identification, documentation).

This Option (Optional Task 1) may be awarded up to 15 additional times within the first 42 months of the period of performance. After a field season is completed, the Cooperator shall have 90 days to submit a draft report for the field season (coupled with any additional herpetological work as a part of this reporting), and a final 45 days following Government comments.

Optional Task 2: Bat Surveys/Research and Management Support /Exclusion Work

- 1) The Recipient shall implement a study/research project that will document the presence/absence of bat species at Detachment Fallbrook and support any needed management support to include recommendations. The purpose of the study is to confirm the bat species that occupy Detachment Fallbrook and to identify the locations and uses of the areas where the species can be found, as well as to help inform installation personnel with bat management decisions to include implementing de-confliction methods/strategies.

The Recipient will implement and conduct basewide bat surveys using passive and active techniques including echolocation, mist netting, visual surveys, foraging/roost surveys, and analysis of previous reports and documented observations. The survey effort is expected to be comparable to that done for bats in 2013 (Stokes 2015) and involve no less than 10 site visits for day/night time survey events, roost inspections, or management support. This may include interviews with installation personnel. A goal shall be assessing basewide abundance and distribution of bat species at NWS Fallbrook and implementing de-confliction methods/strategies. The Recipient shall be in charge of setting up and striking any survey methods/mechanisms. If animals are captured, additional data on the sex, size, etc. shall also be collected. The methods/sites of the surveys will be discussed with installation personnel and agreed upon prior to implementation. Tasks that could be included are as follows as based on need:

- a) The Recipient shall identify areas of high bat diversity and, high abundance, and potential locations and/or causes of human-bat encounters.
 - i) Historic bat roosting sites including bat condos shall be examined and specific recommendations developed for their management/improvement.

- ii) All observations of bats shall be recorded including the species, age, sex, date, activity, and location.
 - b) The Recipient shall observe and monitor known bat locations from prior reports to determine present status of species present, their distribution, and activity levels at the sites.
 - c) The Recipient shall, as needed, assess areas identified for bat exclusion and /management improvement recommendations. The Recipient shall support bat exclusion actions as undertaken by the installation to include guidance, oversight, and potential implementation.
- 2) Any bat handling will follow recommended methods and techniques in the most recent federal and state guidelines to prevent the spread of pathogens.
- 3) The effort shall include a draft and final report documenting this effort inclusive of an introduction, the methods of study, results, discussion/recommendations, and all data gathered. This report may be cumulative and build upon past reporting as applicable for this cooperative agreement.
- a) Data shall be included in a bat report to be prepared as a part of this work following the completion of a field season or as otherwise specified by the CATR and IR following award.
 - b) The report shall be compared in compliance with Section G, Section H, and Section J and, if appropriate, include GIS data along with pertinent report sections.

This Option (Optional Task 2) may be awarded up to 15 additional times within the first 42 months of the period of performance. After a field season is completed, the Cooperator shall have 90 days to submit a draft report (coupled with any additional bat work as a part of this reporting) for the field season, and a final 45 days following Government comments.

Optional Task 3: Mammalian Surveys

This option provides for surveys and evaluation of additional mammalian species of potential management interest (e.g., sensitive, rare, threatened, or invasive species). Efforts could include surveys for the American Badger (e.g. evaluation of potential burrow and den sites at Detachment Fallbrook for presence/absence and/or evaluation of sign and/or the use of passive methods (e.g., camera deployment) and/or surveys for black-footed jack rabbits, grasshopper mouse, or other mammalian species to be discussed during kick off meeting (to include habitat assessments, trapping in suitable areas, and similar. For the purposes of this effort, the Cooperator shall assume an equivalent of 5 days of consecutive surveys via passive (camera, burrow swabbing/eDNA, etc.) or active (trapping, evaluating sign, etc.) methods. If animals are captured, additional data on the sex, size, etc. shall also be collected. The methods/sites of the surveys will be discussed with installation personnel and agreed upon prior to implementation.

The effort shall include a draft and final report documenting this effort inclusive of an introduction, the methods of study, results, discussion/recommendations, and all data gathered.

This report may be cumulative and build upon past reporting as applicable for this cooperative agreement.

- a) Data shall be included in the mammalian report to be prepared as a part of this work following the completion of a field season or as otherwise specified by the CATR and IR following award.
- b) The report shall be compared in compliance with Section G, Section H, and Section J and, if appropriate, include GIS data along with pertinent report sections.

This Option (Optional Task 3) may be awarded up to 15 additional times within the first 42 months of the period of performance.

Optional Task 4: Botanical Survey

This option provides for a three (3)-day botanical survey on Detachment Fallbrook with the support and participation of Government personnel. The objective of the botanical survey is to provide for the detection of plant species of potential management concern, including early detection monitoring of invasive plant species and vigilance for rare or listed plant species, and to help maintain the installation's official plant list. Survey locations will vary across the installation, depending on seasonality and ecological or management interests. Actual location(s) surveyed will be included in documentation. The three-day effort can be spread out over the season; however, site visits will endeavor to coincide with phenological periods for optimal plant species detection and identification. Voucher specimens will be collected for any species that is a new occurrence for (not previously recorded on) the Detachment, that does not already have a voucher for the installation, and for other purposes as deemed appropriate for management or research value per discussion and criteria determined during kickoff meeting. Voucher specimens of new records for the base shall also be scanned with high resolution digital scanning incorporated into the San Diego Natural History Museum's digital herbarium. Location data will be collected via GIS for plant species of potential management significance, such as a new invasive species, a rare plant, etc. Additional data of management significance, such as number of individuals or extent of infestation, phenology, etc. will be included in documentation. Along with the voucher specimens and GIS, updates to the Detachment Fallbrook plant list shall be provided. After a field season is completed, the Cooperator shall have 90 days to submit a draft plant list, pertinent field data in the form of a mini-report to include methods, survey dates, locations of surveys, findings/results, discussions, recommendations if any, etc., and GIS data. Finals of all documents shall be provided 45 days following Government comments. Any Government comments must be addressed before acceptance of the deliverables.

For the purpose of quantifying this effort, this option provides for up to three (3) field days with the total "field day" effort representing all the costs associated with the field work and deliverables.

This Option (Optional Task 4) may be awarded up to 15 additional times within the first 42 months of the period of performance.

Optional Task 5: Invertebrate Surveys

This option provides for a five (5)-day invertebrate survey on Detachment Fallbrook with the support and participation of Government personnel. This Optional Task entails evaluating the installation for Monarch habitat to include food and host plant sources. The task will include an overarching habitat/vegetation analysis with the selection of focused survey areas to target finding and documenting the food and habitat. Other entomological species incidental observations down to at least the species level, as feasible, shall be recorded and provided in a final document. Subsequent to Monarch focused surveys, additional invertebrate taxa may be targeted for presence/absence, distribution documentation as part of this optional task.

Location data will be collected via GIS for entomological species of potential management significance, such as invasive species, newly found species, sensitive species, etc. Additional data of management significance, such as number of individuals will be included in documentation. Along with GIS, updates to the Detachment Fallbrook invertebrate list shall be provided.

After a field season is completed, the Cooperator shall have 90 days to submit a draft invertebrate list, pertinent field data in the form of a mini-report to include methods, survey dates, locations of surveys, findings/results, discussions, recommendations if any, etc., and GIS data. Finals of all documents shall be provided 45 days following Government comments. Any Government comments must be addressed before acceptance of the deliverables.

This Option (Optional Task 5) may be awarded up to 15 additional times within the first 42 months of the period of performance.

I. MEETINGS/COORDINATION

The Recipient shall attend a pre-work kick-off meeting prior to work for the initial base year of work and a meeting for each subsequent Option Year of Cooperative Agreement performance. The Meeting may include the CATR, IR, the Recipient, and others if deemed pertinent. The purpose of the scoping meeting is to discuss any questions the Recipient may have regarding the Cooperative Agreement, explain Installation access and security requirements/ restrictions, discuss field schedules, develop priorities/study areas, and discuss other pertinent information which could have a bearing on the work to be performed.

J. SUBMITTALS AND SCHEDULES

Work Plan:

1. The Recipient shall submit a Draft Work Plan (with required Health and Safety Plan and Accident Prevention Plan) via email (.docx and PDF) no later than thirty (30) days from the kickoff meeting date. The Work Plan will indicate project milestones, a comprehensive and detailed summary of the proposed methodology, level of effort to fulfill the Installation requirement, a copy of all permits required for the work described in this Cooperative Agreement (highlighting changes from those submitted with the proposal, if any), and a list of all persons who will be working on the Installation under this Cooperative Agreement. This work plan may be updated and/or modified every year that options are awarded under the Cooperative Agreement to be tailored to the specific work being conducted that year and

refresh survey dates, individuals, etc. as needed or if applicable.

2. The Draft Work Plan will be reviewed by the CATR and IR, and the CATR will provide the Recipient a consolidated list of comments, suggestions, or edits (if there are any) within 30 calendar days from receipt of the draft work plan. The IR or CATR may make changes to the 30 calendar day review period.
3. The Recipient shall incorporate all comments, suggestions, or edits (if there are any) provided by the CATR on the “Draft Work Plan” to the “Final Work Plan”, and the Recipient will submit (electronically via email) the “Final Work Plan” within 7 calendar days from the date the Recipient received the final review comments. If there are no comments, suggestions, or edits on the draft work plan, the Recipient will resubmit the document marked “Final Work Plan”. The work plan must be approved by the CATR prior to the initiation of any work on the Installation.

Monthly Reports: Monthly reports for all work shall be submitted no later than the 7th of each month during active field work and one month before and after. The reporting is not to exceed 7 total monthly reports. Reporting may need to be modified to ensure the limit of 7 total reports within a year. Monthly reports shall be submitted each year this cooperative agreement is active, pertinent to the options awarded.

Draft Report:

The Recipient shall submit two (2) digital copies via email (1 PDF and 1 Microsoft Word) of each Draft Report (ARTO/ herpetological surveys, and mammalian, botanical, and invertebrate surveys if awarded), and draft GIS data for each taxonomic group to the IR and CATR within one month of finalizing fielding efforts, or as coordinated. A report shall be submitted each year this cooperative agreement is active, pertinent to the options awarded. Annual reports may be interim if a cumulative report for the taxa is anticipated.

Draft reports shall include page numbers. This report will include, at a minimum, a summary of the methods and materials used, survey or effort findings throughout the Cooperative Agreement period, and recommendations for future efforts.

1. The IR and CATR will review the Draft Report and provide comments and/or modifications to the Recipient for incorporation into the reports.
2. If the Government has requested report modification to which the Recipient takes exception, a meeting or telephone conference will be held to resolve these differences. If there are unresolved differences, the Recipient will address these in a separate document submitted to the IR/CATR and provide a copy to the CAA.
3. Electronic copies of all raw field data collected are to be submitted with the draft reports. Photographs shall be labeled by date, location, and species.
4. Recipient shall provide additional drafts (if applicable) to the Installation Environmental Office within **30 calendar days** upon receipt of draft review comments.

Final Report:

1. The Recipient shall summarize all review comments in the reports to be submitted to the IR within **45 calendar days** of receipt of review comments on the **final** Installation-approved draft reports. A Final report shall be submitted each year this cooperative agreement is active, pertinent to the options awarded.
2. The reports shall, as appropriate, contain color photographs and maps. All electronic photographs are to be labeled with the subject of the photo, identification of all persons in the photo, location of the photo, and date of the photo. Photographs used in the reports are to remain as Government property and are to be provided to the IR and CATR electronically with submission of the final report.
3. The final reports shall be submitted with all of the information contained in the draft reports as modified by Government comment. All hard and electronic copies of the final reports shall have high color-quality maps and photos.
4. The Recipient shall submit **five (5) hard copies (three [3] bound hard copies to the IR and two [2 bound] to the CATR) and three (5) electronic/digital copies** each on a separate CD attached to the bound hard copies containing a Microsoft Word version, a searchable (Optical Character Recognition [OCR]) PDF, and any associated data (including final GIS, datasheets, and photos) to the IR and CATR.

GIS Data:

The Recipient shall submit any new GIS data generated during the field surveys following the guidelines in **SPECIFICATIONS FOR DIGITAL DATA** (Appendix A) included in this Scope. GIS data will be reviewed by the IR and not considered finalized until all comments have been incorporated and data accepted by the IR and CATR. GIS data (and any other pertinent data) shall be submitted each year that this cooperative agreement is active.

Deliverables Table:

Deliverable	Date submitted
Draft Work Plan, Draft Accident Prevention Plan & Draft Health and Safety Plan (electronic). See Section M. Safety	Within 15 days after Cooperative Agreement award/Option Task
Final Work Plan (including all subsections, electronic)	Within fourteen (14) days after receipt of final government comments on draft plan
Monthly Reports	By the 7 th of every month during the field season
Draft Seasonal Reports with associated draft GIS deliverables (electronic)	TBD or as coordinated with IR/CATR
Final Seasonal Report with associated final GIS and photo deliverables (5 hard copies/4 electronic copies on CD-ROM)	Within 30 days after receipt of government comments

REPORT FORMAT

The Draft and Final Reports shall include the following content (exceptions include botanical and invertebrate surveys which shall be abbreviated):

Reports shall be submitted on 8 ½ by 11 inch paper with 11 x 17 fold-out maps or tables, as appropriate. Digital formats will include both MS Word and .PDF files that is compatible with Microsoft Office 2010 and Adobe Acrobat Reader. Hard copy Final Reports that are bound should be bound with comb binding that includes a clear plastic cover sheet. (Other binding alternatives may be acceptable with prior approval.)

The final report shall be arranged as follows:

Title page showing the title, report date, location of effort, and provided logo (title shall include year/s of survey season/s; report date may be a different year)

i. Sub-title page showing:

1. Title
2. prepared by listing with affiliations
3. prepared for listing
4. date
5. recommended citation

ii. Abstract

iii. Table of contents arranged as follows:

1. table of contents
2. list of tables
3. list of figures
4. list of appendices

iv. Introduction

1. Include an overview of the project
2. Clearly state the project's purpose and objectives

v. Study Area (include a map)

vi. Methods

1. This section should be detailed in nature, including information such as specific hours of the day, days of week, etc. that activities were accomplished
2. The methods should be well organized into clear sections that provide significant detail so that this project could be duplicated by another researcher. Sections could include (but are not limited to) trapping, survey parameters and data/tests used to quantify measured success, (subsections possible), etc.
3. If used, each statistical technique must be accompanied by a justification and

explanation as to why that particular test was chosen to analyze the data set

vii. Results

1. Results should follow sections used in methods and be expanded as needed for a clear organization of the data. The results section shall include, but not be limited to the following:
 - a. Present all data collected from tasks. Data is to be presented using both tables and figures.
 - b. Statistical analyses on topics that are informative for management
 - c. Total person-hours spent, including time of day, week, site, etc., and any other information that would enable the reader to specifically quantify total time expended.
 - d. Maps identifying all areas where work/studies occurred, vegetation/habitat mapping if appropriate, and any other details.
 - e. Documentation of any species observations/findings in an organized format. A summary may be appropriate with additional details in an appendix

viii. Discussion

1. The discussion is to be general in nature with respect to the findings and shall compare how the current data compares to previous year's studies and why these differences might exist.
2. Incorporate relevant work from survey efforts conducted at other sites in the southern California area, if pertinent.
3. Discuss the locations and distribution of survey efforts, and the findings in respect to focused goals, including but not limited to species area use, site diversity, site population projections, etc.
4. Discuss any potential studies/long-term management tools for species as appropriate.

ix. Management Recommendations

1. Provide recommendations for changes and/or improvements, as applicable for resource management at Detachment Fallbrook.
2. Identify any gaps in information required.

K. DATA AND PUBLICATION

1. This Cooperative Agreement is subject to, and Recipient shall comply with, 2 CFR 200.315 concerning "Intangible Property," which includes use of research data. Any information or data protected by federal law will be identified by the Government prior to being provided to Recipient and the Government will notify the Recipient in advance of applicable limitations on such information. Except as to information so identified and limited, there are no restrictions on reporting or publishing reports based upon the fundamental research that is the subject of this Cooperative Agreement.

The Federal Government has the right to obtain, reproduce, publish or otherwise use the data first produced under this Agreement and authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. The DoD 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 DoD 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 United States Navy."

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

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

L. RELEASE OF PUBLIC INFORMATION

The Recipient and all of their personnel shall not respond to any inquiries about this Cooperative Agreement from the news media, non-governmental organizations, or other persons during the term of this Cooperative Agreement unless it has first consulted with the Navy and a determination has been made that the California Public Records Act, California Government Code §6250, et seq., is applicable, and no exemption exists under the federal Freedom of Information Act or other federal or state law or regulation, which would exempt the records from disclosure under the Government Code, including, but not limited to §6254 (k). All inquiries shall be directed to the Public Affairs Officer, Naval Weapons Station Seal Beach, via the IR.

M. 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. Please note that as a part of EM 385-1-1, at least one individual must obtain a certificate of 40 hours of OSHA or EM-385 safety training (may be taken online). 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. NOTE: AHA is an attachment required by the APP.

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) prior to start of field work activities.

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 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 and AHA shall be immediately accessible to the Site Safety and Health Officer (SSHO) and Project Manager at all times during the project, and a copy shall be available in every vehicle utilized for work under this Cooperative Agreement. The SSHO is required to have completed the 40-hour OSHA Safety or EM 385 Training which is available online. **THIS IS A REQUIREMENT AND THE SSHO MUST ENSURE THE TRAINING HAS BEEN TAKEN AND A CERTIFICATE VERIFYING THE TRAINING IS INCLUDED IN THE APP.**

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.

N. HOLD HARMLESS

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

2. In the event of damage, including damage by contamination, to any Government property by

the Recipient, its officers, agents, servants, employees, or invitees, the Recipient, at the election of the Government, shall promptly repair, replace, or make monetary compensation for the repair or replacement of such property to the satisfaction of the Government.

O. INSURANCE

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

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

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

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

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

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

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

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

P. PAYMENTS

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

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

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

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

Financial Reports	Reporting Period	Due Date
Request for Advance or Reimbursement (SF270)	Submitted with any invoice on WAWF for Advance or Reimbursement	Contemporaneous with any invoice submitted on WAWF

Final Financial Status Report (SF425 marked final in box 6)	Period of performance	90 days after end of period of performance
--	-----------------------	---

Q. EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT REPORTING

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

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

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

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

- (a) In the Contractor's preceding fiscal year, the Contractor received –

- (i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
- (ii) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

• (b) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

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

- (c) 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

• (d) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards. Likewise, if a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards to that subcontractor.

R. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE 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; or

(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>

END

ATTACHMENT A: INSURANCE

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 Naval Weapons Station Seal Beach Detachment Fallbrook under this Cooperative Agreement, No. N62473-24-2-0011."

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

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

**INSURANCE MUST CONFORM TO ALL THE REQUIREMENTS LISTED BELOW
PRIOR TO RECIPIENT BEING PERMITTED TO USE OR OCCUPY 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 System 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 Naval Weapons Station Seal Beach Detachment Fallbrook under this Cooperative Agreement, No. N62473-24-2-0011"
- e. Loss, if any, under this policy shall be adjusted with Recipient and the proceeds, at the direction of the Government, shall be payable to Recipient, and proceeds not paid to Recipient shall be payable to the Treasurer of the United States of America."

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

(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

vanessa.m.shoblock.civ@us.navy.mil