

STATEMENT OF OBJECTIVES

**FY25 ESA CANDIDATE SPECIES SURVEYS
AT MARINE CORPS MOUNTAIN WARFARE TRAINING CENTER
BRIDGEPORT, CALIFORNIA**

April 2025

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A. PURPOSE

This project supports the US Marine Corps Mountain Warfare Training Center (MWTC) at Bridgeport, CA. The project assures concurrence with US Forest Service (USFS) agreements including the Special-Use Authorization (SUA) and Annual Operating Plan (AOP). These land use agreements provide critical training space and missionscape for the USMC and greatly augment the size of the training footprint otherwise contained to MWTC. The project also supports the annual review and periodic revision of the base Integrated Natural Resource Management Plan (INRMP).

The overriding primary objective of this project is to document populations of specific Federal candidate and state-tracked species at Marine Corps Mountain Warfare Training Center Bridgeport (MWTC). The Cooperator shall determine habitat conditions and make management and monitoring recommendations for continuing conservation of any encountered species. There are five sub-objectives for this task order:

- Find and document nesting locations for two large forest interior raptors, Northern Goshawks, *Accipiter gentilis*, and Great Gray Owl *Btrix nebulosa*.
- Find and document occurrences of Federal Endangered Species Act candidate species and state species of concern (to include Western Bumblebee *Bombus occidentalis*, Monarch Butterfly *Danus plexippus*, Black-backed Woodpecker *Picoides arcticus*, American Wolverine *Gulo gulo luscus*, Bi-state Sage Grouse *Centrocercus urophasianus*, and raptor species) dependent on alpine meadows and aspen habitat for life activities (foraging, breeding, aestivating, etc.).
- Find and document bat species occurrence, population status, natural history, and biosecurity (i.e. monitor the incursion of white-nosed syndrome and its causal fungus, *Pseudogymnoascus destructans*) for Little Brown Bat *Myotis lucifugus*, Yuma Myotis *Myotis yumanensis*, Spotted Bat *Euderma maculatum*, and Hoary Bat *Lasiurus cinereus*, as well as other bat species that occur on the installation and its shared use lands.
- Find and document Yosemite Toad *Anaxyrus canorus* and Sierra Nevada Yellow-legged Frog *Rana sierrae* occurrence and population status.

This project will support compliance with the Sikes Act, State of California Management of Fish and Wildlife on Military Lands [3450-3453], Department of Defense (DoD) Instruction 4715.03 (Natural Resources Conservation Program), and OPNAVINST 5090.1D (Environmental Readiness Program).

B. LOCATION

All actions will take place on MWTC. MWTC is located approximately 100 miles south of Reno, Nevada at an elevation of 6,800 feet. MWTC has a total permit area (installation area) of 61,938 acres with 46.2 miles of roads. This total installation area consists of 16 training areas, 1 conservation area, 5 training corridors, 53 landing zones, 6 drop zones, 2 expeditionary airfields and landing points throughout.

MWTC consists of a complex arrangement of parcels with ownership by various DoN users, other users, other government agencies (i.e., US Forest Service, and California Department Fish and Wildlife), and private land ownership (see attachment Figures 3 and 4). Most of the land comprising MWTC is administered by the USFS, with a small area owned by the DoD. Private inholdings and CDFW land are not included as part of the MWTC installation, even if the parcel is within the larger overall boundary. The USMC needs to coordinate with CDFW for any military activities they would like to conduct on CDFW, regardless of where it occurs within MWTC. MWTC training activities in the Humboldt-Toiyabe National Forest (HTNF) have been authorized under the DoD and US Department of Agriculture Master Agreement of 1988, Public Law 100-693, Public Law 111-84, a 40-year SUP and other temporary or

annual SUPs issued by the USFS. For more information on the Training Areas and their uses, see Section 3.2.2 and Table 3-2 of the INRMP.

C. DESIGNATED REPRESENTATIVES

The Cooperative Agreement Administrator (CAA) is Eunjew Dame, Contract Specialist, NAVFAC SW, 750 Pacific Highway, 12th Floor, San Diego, CA 92132-0001; Phone: (619) 860-7465, and email eunjew.dame.civ@us.navy.mil.

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

The Alternate Cooperative Agreement Technical Representative (CATR) is Ric DeSantiago-Amezcu, Natural Resources Specialist, NAVFAC SW, 750 Pacific Highway, 12th Floor, San Diego, CA 92132-0001; Phone: (619) 705-5572, ricardo.desantiago-amezcua.civ@us.navy.mil.

The Installation Representative (IR) is Andrew Irvin, Natural/Cultural Resources Manager, Marine Corps Mountain Warfare Training Center (MCMWTC), Bldg. 2001, MCMWTC, Bridgeport, CA 93517; phone (760) 932-1564, email: andrew.irvin@usmc.mil.

1. 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.

2. 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.

3. Any change in scope of work must be issued to the Recipient, in writing, by the Grants Officer/CAA 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.

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

D. PERIOD OF PERFORMANCE

The period of performance covered by this agreement will be 12 months from date of award. The parties may extend the term of this agreement by written modification. This Agreement contains four (4) option years, 12 months each. Option years will be identical in scope and work to the requirements of the base

award (Section F and G). The total duration of this Agreement, including any modifications, shall not exceed five (5) years. All option years are subject to the availability of funds.

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

E. MATERIAL AVAILABLE FOR REVIEW

Recipient and/or his/her representative(s) will have access to the following materials through the CATR or Installation Representative. The Recipient shall pay for or replace any items borrowed that are damaged, stolen, or lost. Some examples of Materials Available for Review are:

- a. 2018. Amec Foster Wheeler Environmental & Infrastructure, Inc. Integrated Natural Resources Management Plan, Marine Corps Mountain Warfare Training Center, Bridgeport, CA (MWTC)
- b. Geographic Information Systems (GIS) maps (general) of MWTC
- c. 2012. Davenport, A., and Cardno TEC, Inc. Townsend's Big-eared and Spotted Bat Survey Report. Marine Corps Mountain Warfare Training Center, Bridgeport, CA.
- d. 2018. United States Marine Corps, Mountain Warfare Training Center, SUP BRI-682, Appendix B, FY19 Annual Operating Plan
- e. 2018. U.S. Department of Agriculture, Forest Service, Humboldt-Toiyabe National Forest, Bridgeport Ranger District, Special Use Permit, Authorization ID: BRI682
- f. 2009. Marine Corps Order P5090.2A Environmental Compliance and Protection Manual
- g. Final reports and documents from other contracted and cooperative agreement efforts to detect and locate the target species.

F. GENERAL REQUIREMENTS

1. The Recipient shall be responsible for providing all labor, materials, equipment, and supplies used in this study. 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.
2. Personnel. The Cooperator shall provide the IR with a list of all personnel who will be conducting the field work. It is the Cooperator's responsibility to obtain all necessary security and entrance clearances for all personnel and equipment for entrance to MCAGCC. The CATR and IR shall work with the Cooperator to assist in obtaining necessary documents.
3. 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. All equipment is subject to the inspection by and approval of the Installation safety officer.
4. 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 > \$10,000 per unit in value and supplies shall become the property of the Department of the Navy (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#).

5. 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 Statement of Objectives. 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. The Recipient may be subject to inspections for contraband while on Government property.

6. 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 surveys.

7. Due to the complexity of work, the Recipient shall provide resumes/curriculum vitae of up to five (5) pages (single-sided) in length with 12-point font for each person named, documenting the following:

- a. **PROJECT MANAGER (PM):** The Recipient shall designate one person as responsible for ensuring that provisions are in place for project and personnel supervision, quality control and meeting of reporting requirements on a daily basis. This person is expected to be onsite for all field operations, unless exempted by the Installation representative (i.e. for equipment retrieval). This person shall have, at the minimum:
 - 1) Bachelor of Science degree in zoology, biology, ecology, wildlife management or a related field experience from an accredited college or university.
 - 2) Five (5) years of previous inventory, monitoring, or research experience.
 - 3) Five (5) years of project management or five (5) years of supervision of field crews and field biologists.
 - 4) Ability to communicate effectively through written reports, emails, and scientific papers.
- b. **FIELD TECHNICIAN(s) (FT):** The person(s) shall have, at the minimum:
 - 1) Bachelor of Science degree in zoology, biology, ecology, wildlife management, or a related field experience from an accredited college or university.
 - 2) Specific knowledge of species natural history and ecology, appropriate monitoring and detection techniques, and demonstrated ability to competently identify the species named in Section A.
 - 3) One (1) year of experience in the use and deployment of any proposed field capture techniques (most species do not require capture).
 - 4) Licenses, permits, and certifications necessary to capture, manipulate, or collect species specimens as proposed (may be elevated to the PM under certain conditions such as field supervision).

- 5) Ability to keep clear, legible, and accurate notes.

The Recipient shall not replace or substitute any staff member without prior written approval from the CAA.

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

9. Due to the classified nature of the activities on the Installation(s), only those areas directly associated with the specifications of this Agreement may be visited. Restricted areas will only be entered by special permission.

10. Gates have been installed on various roads. When closed, they are not to be ignored or circumvented for any reason. If Agreement work is required behind a locked gate, contact the Installation Representative immediately.

11. Prior to accessing the Installation, the Recipient shall meet with a designated Installation Representative to review the guidelines for conducting research on the Installation. This meeting can be conducted as part of the kick-off meeting.

12. Photography is restricted on the Installation. The Recipient and all of his representatives are required to obtain permission from the Installation Representative prior to taking any photographs on the Installation. Only photographs of Agreement-related activities will be permitted.

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

14. 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 and Marine Corps offices and other professionals who are experienced in the species named in Section A.

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

16. At no additional cost to the Government, the Recipient shall be in possession of all necessary permits [e.g. 10 (a)(1)(A)] from the state and Federal regulatory agencies (California Department of Fish and Wildlife, U.S. Fish and Wildlife Service [USFWS], USFS, etc.) necessary to conduct the activities stipulated in this Agreement. All required permits shall be submitted to the CAA (via CATR) during the Kick-off Meeting, or prior to the initiation of any fieldwork that requires permitting, whichever comes first. All permits will be submitted as part of the proposal.

17. 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.

18. 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.

19. 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 speakerphone 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.

20. 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 DoN. Legible copies of the field notes, data forms and other information shall be provided to the CATR and Installation Representative upon request.

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

22. Automated sampling will be performed to determine occupation of the site. In this regard, maximum likelihood estimator (MLE) shall be employed on a daily/nightly basis to determine species community composition. Files can be run through an auto-identifier if available (Echoclass, Kaleidoscope, etc.) but must be tested through selective hand vetting of calls within the series. The Cooperator and the Marine Corps will come to an agreement on what constitutes a reasonable subsample of calls/photographs following the first collection of data from the storage devices. This amount is likely to vary from species to species, as determined by their scarcity, their similarity to other species, their listing status, and the autoidentifier's strengths and weaknesses. The Cooperator may reach out and share files with colleagues for verification of identifications.

23. 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 at (760) 932-1564. Under no circumstances are any Federally protected plants to be disturbed and/or destroyed when completing the work required by this Agreement. The Recipient shall ensure that all footwear, backpacks, clothing, vehicles, and equipment transported to the Installation are clean of weed seed.

24. No ground disturbing activities (e.g. digging, installing posts or stakes, etc.) are to take place without coordination and concurrence from the IR at (760) 932-1564. 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. 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.

25. No buildings will be modified or altered. The Recipient shall not violate the National Historic Preservation Act.

26. 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.

27. The Recipient shall leave all work areas in a neat and orderly manner with all trash and debris associated with the performance of this Agreement being picked up and disposed of at the end of each day. The Recipient shall dispose of it properly in designated waste containers or at landfills approved by Mono County (as applicable) for the acceptance of such waste.

28. 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. In addition, information regarding trespassers should be reported to the IR as soon as possible.

29. The Recipient shall inform the CATR and Installation Representative via e-mail of any unusual animal or plant species observed while conducting surveys in the field (e.g. species that 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 about the sighting.

30. If a target animal is unintentionally killed during capture activities, or found dead, the Cooperator shall salvage the carcass and deposit it with the San Diego Natural History Museum, unless otherwise specified on the Cooperator's permit. The Cooperator shall provide all necessary information for record and specimen tracking to NAVFAC SW in the progress and final reports.

31. 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.

32. The DoN, 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 of 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 effort 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.

33. Identification badges, if required, will be furnished based on the individual installation security procedures. The Recipient is responsible for all costs, if any, associated with obtaining proper credentials, including participation in the Defense Biometric Identification System (DBIDS) program. The Recipient must immediately report instances of lost or stolen badges to the Contracting Officer. Failure of Recipient personnel to obtain entry approval will not affect the Cooperative Agreement price or time of completion. All Recipient personnel shall become familiar with and obey all Government regulations including fire, traffic, and security regulations. Refer to individual Cooperative Agreement or Station requirements provided at the kickoff meeting. Recipient personnel will not be admitted to the work site without approval. Access requirements will be identified in station policy for each location. Some facilities, or

areas within some facilities, restrict access to U.S. Citizens only.

G. SPECIFIC REQUIREMENTS

The Marine Corps is soliciting services for performing coordination with MWTC for meeting support, target species technical support; GPS, GIS and mapping support; and field surveys and species identification. The work shall use scientifically accepted methods to detect and identify species that are known to inhabit and use the habitats, subsurface features, and structures available at MWTC.

Implement the objectives stated in Section A:

- 1) It is envisioned that the objectives will be implemented using a combination of automated and field encounter surveys with or without direct capture and/or handling. The amount of each of these types of surveys will be determined by the Recipient, in coordination with the IR and the CATR.
- 2) Placement of any passive recording equipment will require validation and permission of the IR. This is for operational security as well as the Cooperator's security as field sites are publicly accessible.
- 3) For bats, the Cooperator will conduct netting of bats at MWTC, and identify and record bat species, sex, age, tooth wear, reproductive status, parasite load, general morphometrics, and anything else noteworthy of bats captured in the nets (unless handling permits specifically limit the Cooperator in writing). Swab and conduct tests for the presence of *Pseudogymnoascus destructans*. In addition, representative bats of each species handled shall be photo documented as well as any individual bats showing possible signs of white-nosed syndrome or evidence of injuries or abnormalities. Netting shall be done for at least 3 total nights at up to 3 locations most likely to capture bats using the LTA. If time permits and the IR can provide access, the Cooperator may perform visual surveys of crevices and manmade structures such as the TQ Hotel site likely to act as daytime bat roosts or maternity roosts. These may provide sample specimens for swabbing.
- 4) For Bi-state Sage Grouse, the Cooperator will concentrate surveys on the Sweetwater Airstrip area to determine density and map occupied habitat within the Sweetwater Airstrip Special Use Area.

All capture and handling activities shall prioritize the well-being of the targeted species, adhering to species-specific care standards and any applicable Federal, state, or permitting office guidelines of proper techniques.

H. MEETINGS/COORDINATION

1. The Recipient or his/her designee will attend a kick-off meeting with the CATR, IR, and the CAA to ensure coordination of activities and develop the Work Plan. The CATR or IR shall arrange the meeting.
2. The Recipient shall be available throughout the Agreement period for consultation with the CATR and IR on matters involving bats in the project area.
3. The IR may need details as to daily schedule, fixed equipment locations, photographs of equipment left in the field, and instructions for continued maintenance on the detectors before the Cooperator leaves MWTC or during the course of field work. Please communicate this with him/her or his/her

representative on an as-needed basis.

I. SUBMITTALS and SCHEDULES

1. Electronic copies of all submittals/schedules/deliverables (examples include, but are not limited to, draft/interim/final reports, progress reports/monthly reports) will be provided to the CAA via the CATR for retention in the official agreement file.

Submittal/Deliverable Standards: All submittals/deliverables are expected to be of the highest professional quality and will be rejected if any of the following exists:

- (a) there are typographical errors, spelling, or grammar mistakes; or
 - (b) results and discussion are not tied directly and continually to natural resource management concerns of the installation; or
 - (c) the document is not organized in a manner that flows well; or
 - (d) the document does not provide appropriate context, background, literature review, and comparison to other relevant studies, locations, and similar species.
2. Kick-off Meeting Minutes: The Recipient shall prepare and provide to the CATR and Installation Representative meeting minutes via email within 5 business days after the meeting. Contents shall include, but not necessarily be limited to, a list of attendees with contact information, topics/issues discussed, problems and solutions identified, the task list generated at the meeting with designation of person responsible for each task listed and due dates. The Cooperator shall incorporate any Government comments into the meeting minutes and submit the revised minutes via email within 5 business days of receiving comments.
 3. Work Plan: The Recipient shall present a draft work plan within 30 days of award of this Agreement or upon a mutually agreed upon date by the Recipient and CATR. The draft work plan will include field survey methods, protocols, and a timeline for conducting the work. The draft work plan shall also include a copy of all required permits and/or letters requesting permits for collection of threatened or endangered species. The draft work plan will be reviewed by the CATR and Installation Representative, and the CATR and Installation Representative will provide the Recipient their respective comments, suggestions, or edits (if there are any) within 30 days of receipt of the draft work plan. The Recipient shall incorporate all comments, suggestions, or edits (if there are any) provided by the CATR and Installation Representative to the "Final Work Plan", and the Recipient shall submit (electronically via email) the "Final Work Plan" within 30 days from the date the Recipient received the review comments provided by the CATR and Installation Representative. If the CATR and Installation Representative do not have any comment, suggestion, or edit on the draft work plan, the document shall be resubmitted marked "Final Work Plan" under this Agreement.
 4. Draft and Final Accident Prevent Plan (APP) and Health and Safety Plan (HASP): The Recipient shall submit an APP/HASP concurrently with the Work Plan, but it shall be printed under a separate cover from the Work Plan. See Section L. Safety below for details.
 5. Quarterly Status Reports: Brief email reports should be submitted quarterly to explain progress and work contained on the invoices. If work is not adequately described, invoice payment may be delayed until clarified.
 6. Draft Annual/Final Report: By the end of the contract year, the Cooperator shall prepare a Draft (for Government review) and Final (incorporating Government comments) Report detailing the accomplishment of all Performance Objectives under task order during the project. For purposes of

the draft report all raw data, data sheets and electronic databases (including GIS data) shall be included with the electronic copy. The Draft Final Report is due within 90 days of completion of field work and within 60 days of the end of the Period of Performance.

The Final Report is due within 30 days of Government comments or by the end of the Period of Performance, whichever is sooner. The final report will be a comprehensive report compiling, summarizing, and describing the information gathered in all years of the task order, satisfying the primary objectives.

The IR and CATR will review the Draft Report and provide comments and/or modifications to the Cooperator for incorporation into the report. If the Cooperator takes exception to any of the requests for modification made, a meeting or telephone conference will be held to resolve the issue. If there are unresolved differences, the Cooperator will address these in a separate letter submitted to the IR and the CATR.

Electronic, legible copies of all raw field data collected, and any raw laboratory results are to be submitted with the draft report. All electronic photographs are to be labeled with the project name, location of the photo, and date of the photo.

Final Report Specifics

1) Photographs/images taken as part of the task order shall remain Government property and are to be provided electronically on disc(s) or via DoDSAFE with submission of the final report. Cooperators may use the photos internally, and for publication **with prior approval by IR** and only with appropriate citation.

2) The final report will be submitted with all of the information contained in the draft report as modified by Government comment.

3) GIS Data - The Cooperator shall submit any new GIS data generated during the field surveys following the guidelines of the installation and the US Marine Corps GEOFidelis. GIS data will be reviewed by the IR and shall not be considered final until all comments have been incorporated and data accepted by the IR. Any elements that do not have a usable correlation to the GEOFidelis model can be delivered in a separate geodatabase agreed upon by the Cooperator and the IR.

The final report will be distributed electronically to the CATR and electronically and in bound hard copy to the IR. The Cooperator shall provide one complete set of unbound hard and electronic copies of the final report (including all photographs, appendices, copies of all data sheets completed in support of the project, all databases and other supporting information) to the NAVFAC SW regional NCR Records Management. The transmittal cover sheet and mailing instructions can be found in Environmental Work Instruction EWI 4, Revision 6 revised 30 September 2021 (available on request to the CATR). The hard copy sent to NCR Records Management shall be unbound and 3-hole punched without a binder. The digital copy provided should be on the minimum number of DVD's or CD's necessary to hold the required information. One additional bound hard copy along with an electronic version and any electronic data on CD-ROM or DVD-ROM will be sent to the IR. All electronic deliverables will also be delivered via DoDSAFE or similar mechanism with a drop-off request initiated by the CATR or IR upon Cooperator's request.

The CATR and IR will review the report and provide comments. If review and acceptance by government is not completed within a mutually agreed upon time frame, the document will be deemed to be constructively accepted, and submission of final deliverables will begin. Only the CAA has the authority to make changes to the mutually agreed upon review period.

Data.

All raw data, data sheets, and electronic databases (including GIS data; GIS standards below) shall be submitted with the Final Report. Final electronic databases shall be submitted on a labeled CD-ROM in a pocket affixed to the Final Report (see below).

Maps.

- (a) All maps created for this Agreement shall be incorporated in the draft and final reports. All maps shall be printed on 8.5 by 11-inch paper or 11 by 17-inch paper folded to match the size of the report(s).
- (b) All maps shall be printed at an acceptable scale following the GIS standards stated below. Electronic copies of all maps shall also be provided.
- (c) All maps created for this Agreement shall contain the following information: (a) title, (b) scale bar, (c) legend, (d) date, (e) north arrow, and (f) notation identifying who prepared the map.

Geographic Information System (GIS).

The Department of Defense (DOD) utilizes the Spatial Data Standards for Facilities, Infrastructure, and Environment (SDSFIE). The most recent available GIS data content standards version should be used (currently version 3.03). All GIS data shall be delivered in a Geodatabase in accordance with these standards and spatial data shall be usable upon delivery. Contents of the GIS data should be populated as specified in this Agreement. The user shall fit collected GIS data into the named feature classes and populate feature attribute information into provided fields. If the user does not find the appropriate field for their data, they may create the fields as needed, including feature level metadata. The Navy's natural resources business line is the owner of the GIS data created as part of this Agreement. Copies of the Geodatabase template for natural resources and the entire template may be downloaded from <https://www.sdsfieonline.org/Home/Index> by registering and logging in.

Delivery Requirements: Provide spatial data in a personal Geodatabase according to Geofidelis standards utilizing the most recent SDSFIE format to populate feature classes and metadata.

PDF Format of Reports and Maps: Provide a PDF copy of all maps associated with the GIS data in this Agreement.

MXD (ESRI Map Document) Format: All constructed maps shall have the associated .mxd delivered to allow for future printing and modification. MXDs shall use the relative paths option. The Table of Contents within the .mxd shall be orderly and contain a logical naming structure.

Geospatial Data Deliverables: Geographic data shall be delivered on a CD-ROM or DVD-ROM; electronic data delivery may suffice for draft deliverables. This media shall contain only the value-added data sets as designated in this Agreement. Do not include the working files or original installation data sets that may have been used to develop the deliverables.

Projection: Geographic data shall be provided as Coordinate System in Universal Transverse Mercator (UTM) projection in the appropriate zone, Z Coordinate System in WGS_84_Geoid and Vertical Datum in North American Vertical Datum of 1988 (NAVD88).

Data Collection with Global Positioning System (GPS): Post-Processed Data. Recipient shall utilize conventional and other methods, such as Global Positioning System (GPS) for field data collection. At a minimum, the Recipient shall provide resource grade GPS collection at a horizontal accuracy level of +/- 1m and shall use differential correction to target accuracies of +/- .5 m. Global Positioning System (GPS) data collection activities will be based on a post-processed environment using an accurately sighted base station.

X Y Coordinates from Excel to GIS: When GPS data is recorded in Excel as X and Y coordinates, the data must be in the same projection to process in ArcMap. Data recorded in different coordinate systems must be stored separately, otherwise ArcMap cannot process it. In Excel, X and Y coordinates shall be placed in separate fields and the coordinate system identified.

Metadata: Metadata must be included in the final GIS deliverable. Metadata for each individual dataset shall be populated to meet basic data population standards as identified in the ESRI standard template. Additional data shall be provided within the Abstract or Purpose as appropriate including, but not limited to:

- The name description, abstract, and purpose of the data set or layer.
- The source of the data and any related data quality information such as accuracy and time period of content.
- Describe GPS and field equipment used.
- Described the data collection method or survey protocols used; a report citation can suffice.
- Define all codes used in the data fields in the appropriate attribute definitions.
- Describe ranges of numeric fields and the meaning of numeric ranges.
- Define all fields and attributes not in SDSFIE in the attribute definitions
- Provide a point of contact to provide answer to technical questions.

Spatial Data Review: The digital geographic maps, related data, and text documents shall be included for review in the draft and final 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 Recipient shall incorporate review comments to data and text prior to approval of the final submittal.

Photographs.

The Recipient will document and record pertinent aspects of the work using 35-millimeter color slide film or digital imagery. The Recipient will provide film, camera, and development. All original photographs shall be appropriately labeled with information to include:

date
location (specific place and Installation)
subject/activity
activity documented,
identification of any people in the picture
photographer.

Summary of Deliverables and Due Dates.

Document/Meeting	Number of Copies	Due Date
Kick-off Meeting	Minutes – 1 via email	K-O Meeting – Within 30 days after award Draft Meeting Minutes – within 5 business days after meeting Final Meeting Minutes – 5 business days after Navy comments
Work Plan	Draft – 1 via email Final – 1 via email	Draft – within 30 days after award Final – 2 weeks after Navy comments
Accident Prevention Plan & Activity Hazardous Analysis	Draft – 1 via email Final – 1 via email	Draft – within 30 days after award Final – 2 weeks after Navy comments
Draft/Final & Annual and/or Final Report	Draft – 2 via email Final – 4 hard & bound	Draft – within 90 days after retrieving the final acoustic data Final – 30 days after Navy comments

J. DATA and PUBLICATION

1. This Cooperative Agreement is subject to, and Recipient shall comply with, 32 CFR Subpart 32.6 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 Navy on behalf of the United States Marine Corps, Mountain Warfare Training Facility.”

3. Any publications resulting from this work shall be provided at no cost to the Department of the Navy, Marine Corps in quantities jointly determined by the Department of the Navy/Marine Corps 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.

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 Government and a determination appropriately made by the cognizant Government representative concerning release of information pursuant to the authority (Federal or State) cited by the requester. All inquiries shall be directed to the MWTC Public Affairs Officer, telephone (760) 932-1661, and Public Affairs Officer at NAVFAC SW through the CATR.

L. SAFETY

The Recipient will be required to develop a site-specific Health and Safety Plan and Accident Prevention Plan when any fieldwork is conducted. Potentially hazardous activities include, but are not limited to:

- soil boring or digging test pits (excludes manual collection of de minimis surface soil samples)
- all field work on hazardous waste or munitions response sites
- 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
- remediation of hazardous material or waste, i.e. asbestos, paint with lead, and PCB
- work within 10 ten feet of high voltage lines, or high pressure gas, steam, or water lines
- Field work involving the surveying and monitoring of wildlife

If the project involves a potentially hazardous activity, the Recipient shall develop an Accident Prevention Plan, Activity Hazardous Analysis (AHA) and site-specific Health & Safety Plan, and submit the AHA and HASP as attachments to the APP to the CATR.

Include a job hazard analysis in the HASP for all tasks reasonably anticipated to be performed as part of this scope of work. As a minimum, references used to develop the site-specific plan are: EM 385-1-1 US Army Corps of Engineers Safety & Health Requirements Manual (latest edition), and Local Activity safety plans and standard operating procedures. When developing the HASP, address all sections that are deemed appropriate for performing the work in this Cooperative Agreement, while ensuring a safe work environment for all personnel involved.

The Health & Safety Plan will provide a safe and healthful environment for all personnel involved as well as personnel working near the sites for the DoN. The Recipient shall certify to CATR that Final Health & Safety Plan has been reviewed with each Recipient employee working on this Cooperative Agreement prior to mobilization and start of fieldwork activities.

A Draft and Final Accident Prevention Plan and Health and Safety Plan will be submitted concurrently with the Work Plan but shall be printed under a separate cover from the Work Plan. The Health and Safety Plan shall be immediately accessible to the Site Safety Officer 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.

M. 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.

N. 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 M, including coverages specified in Attachment B 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 N 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 B, 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 Section N, the Recipient shall promptly give notice thereof to the Government and, to the extent of its liability as provided in s Section N, shall, upon demand, either compensate the Government for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the Government may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the Recipient for such loss or damage under Section N, the Recipient shall effect such repair, rebuilding, or replacement if required so to do by the Government, and such excess of cost shall be reimbursed to the Recipient by the Government. In the event the Recipient shall have effected any repair, rebuilding, or replacement which the Recipient is required to effect pursuant to Section N, 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.

O. PAYMENTS

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

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

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

4. Payments will be made in accordance with Defense Federal Acquisition Regulation (DFAR) 252.232-7006 Wide Area Work Flow Payment Instruction. See Attachment WAWF Instructions for instructions on payment procedures.

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 <https://sam.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.fhrs.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>

R. PROHIBITION ON UNMANNED AIRCRAFT SYSTEMS MANUFACTURED OR ASSEMBLED BY AMERICAN SECURITY DRONE ACT-COVERED FOREIGN ENTITIES

American Security Drone Act-covered foreign entity means an entity included on a list developed and maintained by the Federal Acquisition Security Council (FASC) and published in the System for Award Management (SAM) at <https://www.sam.gov> (section 1822 of the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act-covered foreign entity.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b)Prohibition. The Contractor is prohibited from—

(1)Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.);

(2)On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.); and

(3)On or after December 22, 2025, using Federal funds for the procurement or operation of a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(c)Procedures. The Contractor shall search SAM at <https://www.sam.gov> for the FASC-maintained list of American Security Drone Act-covered foreign entities prior to proposing, or using in performance of the contract, any unmanned aircraft system. Additionally, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(d)Exemptions, exceptions, and waivers. The prohibitions in this clause do not apply where the agency has determined an exemption, exception, or waiver applies and the contract indicates that such a determination has been made. [See sections 1823 through 1825 and 1832 of Public Law 118-31 (41 U.S.C. 3901 note prec.) for statutory requirements pertaining to exemptions, exceptions, and waivers.].

(e)Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

S. SUBMISSION OF INVOICES

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

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

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

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

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

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

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

Construction & Facilities Management Invoice (CFMI)

Construction = No (30 days)

Unit of Measure: Task

Provide a completed “Contractor Release and or Assignment of Refunds Rebates Credits and Other Amounts” with the final invoice.

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

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

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

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

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

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

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

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

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0871
Issue By DoDAAC	N62473/No Extension
Admin DoDAAC**	N62473/No Extension
Inspect By DoDAAC	N62473/EPLAN
Ship To Code	N/A
Ship From Code	N/A

Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A
Accept By DoDAAC(s)	N62473/EPLAN

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

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

(a) WAWF point of contact.

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

david.k.mcnaughton2.civ@us.navy.mil

ricardo.desantiago-amezcua.civ@us.navy.mil

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

Reference PGI Table as provided:

https://www.acq.osd.mil/dpap/dars/pgi/pgi.htm/PGI204_71.htm#payment_instructions

END

ATTACHMENT A – Report

DRAFT AND FINAL REPORT FORMAT

The Final Report shall follow the formats described by Messmer, T.A and M.L. Morrison 2006. Unified Manuscript Guidelines for the Wildlife Society Peer-Reviewed Publications. Journal of Wildlife Management, 70(1): 304-320, as appropriate, with the following outline:

- i. Title page showing the title, date, Cooperative Agreement Number, and Installation Representative and CATR contact information.
- ii. Sub-title page showing:
 - (a) Title
 - (b) “Prepared by” listing with affiliations
 - (c) “Prepared for” listing, and shall include the Installation representative location
 - (d) “Under contract to” listing, and shall include the CATR representative location
 - (e) Date
 - (f) Recommended citation
- iii. Table of contents, arranged as follows:
 - (a) Table of contents
 - (b) List of tables
 - (c) List of figures (photographs are considered figures)
 - (d) References/literature cited
 - (e) List of appendices
- iv. Abstract
- v. Introduction
- vi. Study Area
- vii. Methods
 - (a) This section should not be quantitative in nature, but should include information such as specific hours of the day, days of week that surveys/observations were accomplished, survey procedures, equipment used, etc.
 - (b) Each method used to acquire data must be explained in sufficient detail such that another researcher could duplicate the study.
 - (c) Each statistical technique used must be accompanied by a justification and explanation as to why that particular test was chosen to analyze the data set.
- viii. Results at a minimum include:
 - (a) Data collected from tasks identified. Data are to be presented using both tables and figures. Cumulative analyses of data collected by previous contractors shall include where appropriate and scientifically meaningful.
 - (b) Total person-hours spent on each major task or at each site, by some other identifier that

would enable the reader to specifically quantify total person-hours spent on each significant activity.

ix. Discussion. At a minimum, this section shall include:

- (a) A biologically meaningful synthesis and discussion of current and past results and with other recent studies obtained from the most updated scientific manuscripts, including unpublished scientific literatures (e.g., gray literature), if available.
- (b) Relevant work from previous research conducted, as appropriate, particularly in reference to long-term data collection and cumulative analyses.

x. Conclusions and Management Implications

- (a) Provide a summary highlighting the important factors influencing species detected and relative activity at each station.
- (b) Provide a list of recommendations for future monitoring or management actions.

xi. Acknowledgments

Include the following statement: "This research was funded by *Naval Base Point Loma*" and/or "This research was funded by the *Marine Corps Mountain Warfare Training Center, Bridgeport*".

xii. Appendices.

xiii. Electronic Appendices. Two copies of each Appendix shall be submitted on CD-ROM(s) as described. 'Read Only' formatted files will not be accepted. The CD ROM(s) shall include an ASCII text file labeled README. The README file is to describe the contents of each CD and the total number of CDs. Should the Installation Representative and/or CATR have problems loading the data into the Navy's database, or should the data be incorrectly recorded, the Recipient will work with the CATR and/or Installation Representative to correct the problem. Successful loading of the data must be accomplished within 30 days after submission to the CATR.

- (a) An inventory (to be included as an Appendix) of all equipment and supplies \geq \$5000 purchased under this Agreement. The Recipient's property management standards for equipment acquired with Federal funds and Federally-owned property shall include all of the following:

- 1. Records for equipment and Federally-owned property shall be maintained accurately and shall include the following information:
 - a. A description of the equipment or Federally-owned property.
 - b. Manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.
 - c. Source of the equipment or Federally-owned property, including the award number.
 - d. Whether title vests in the recipient or the Federal Government.
 - e. Acquisition date (or date received, if the property was furnished by the Federal Government) and cost.

- f. Information from which one can calculate the percentage of Federal participation in the cost of the equipment (not applicable to property furnished by the Federal Government).
 - g. Location and condition of the equipment or Federally-owned property and the date the information was reported.
 - h. Unit acquisition cost.
 - i. Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Recipient compensates the DoD Component that made the award for its share.
- 2. Property owned by the Federal Government shall be identified to indicate Federal ownership.
- 3. A physical inventory of equipment and Federally-owned property shall be taken and the results reconciled with the equipment records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the difference. The Recipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment or Federally-owned property.
 - (a) An electronic copy of the report (text, tables and figures) shall be submitted with the final report in a format readable by Microsoft Word.
 - (b) All databases containing raw data and all associated electronic data summary and analytical files shall be formatted in Excel, Word, Dbase IV, or any compatible Microsoft database software. Microsoft ACCESS files shall include all queries, reports, tables etc.
 - (c) All electronic source files for tables and figures shall be labeled and submitted.
 - (d) Electronic versions of all appendices printed in the FAR in formats readable by Microsoft Word or Excel.
 - (e) Electronic copies of all GIS coverages developed as part of this Agreement shall be submitted with the final report. These coverages shall be compatible with the existing GIS.

ATTACHMENT B – Self-insurance Requirements

SELF-INSURANCE REQUIREMENTS FORM

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

1. PUBLIC LIABILITY AND PROPERTY DAMAGE

a. Required minimum amounts of insurance listed below:

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

2. SELF-INSURANCE REQUIREMENTS: If your organization is self-insured, please provide evidence of self-insurance that meets or exceeds the insurance liability amounts in Item # 1.

The following information, written on your organization's letterhead, is also required:

- A brief description of your organization's self-insurance program, with reference to statutory or regulatory authority establishing the self-insurance program.
- The name and telephone number of your organization's self-insurance program administrator.
- Reference the appropriate military facility and cooperative agreement number.

3. IF YOUR SELF-INSURANCE PROGRAM DOES NOT MEET THE ABOVE MINIMUM REQUIREMENTS:

• Provide evidence of Excess Liability Insurance in the amount necessary to meet or exceed the minimum requirements in Item #1 above.

• The following endorsements are required for Excess Liability insurance policies:

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

b. "The Commanding Officer, Naval Facilities Engineering Command 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 _____ under this Cooperative Agreement, No. N62473-XX-X-XXXX.

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

ATTACHMENT C - Non Self-insured Requirements

NON SELF-INSURED REQUIREMENTS FORM

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

1. PUBLIC LIABILITY AND PROPERTY DAMAGE

a. Required minimum amounts of insurance listed below:

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

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

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

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

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

d. "This insurance certificate is for use of facilities at _____ under this Cooperative Agreement, No. *N62473-XX-X-XXXX*."

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.