

DEPARTMENT OF THE ARMY
FORT WORTH DISTRICT, CORPS OF ENGINEERS
P.O. BOX 17300
FORT WORTH, TX 76102-0300

25 Feb, 2024

REQUEST FOR STATEMENT OF INTEREST
W9126G-24-2-SOI-1930

Applicants must be a member in one of the following Cooperative Ecosystem Studies Units Regions:

Californian, Desert Southwest, or Great Basin

Project Title: San Clemente Bell's Sparrow Monitoring, San Clemente Island, CA

A cooperative agreement is being offered ONLY to members of the Cooperative Ecosystem Studies Units (CESU) Program Region(s) identified above. Award will be made upon mutual agreement and acceptance of the terms and conditions contained in the request for proposal and the of the recipient's CESU Master Agreement. Note the established CESU Program indirect rate is 17.5%.

Responses to this Request for Statements of Interest will be used to identify potential organizations for this project. Approximately **\$378,130** is expected to be available to support this project for the **base period**. Additional funding may be available to the successful recipient for optional tasks and/or follow on work in subsequent years.

NOTE: This project will be awarded under the authority of 10 USC 670c-1, **Sikes Act**: For projects for the implementation and enforcement of integrated natural resources management plans, priority shall be given to award to Federal and State agencies having responsibility for the conservation or management of fish or wildlife.

Period of Performance. The base period of agreement will extend 18 months from date of award. There may be up to four 18-month follow-on periods based on project needs and availability of funding.

Description of Anticipated Work: See attached Statement of Objectives

NOTE: At this time we are only requesting that you demonstrate available qualifications and capability for performing similar or same type of work by submitting a Statement of Interest. A full proposal and budget are NOT requested at this time.

Preparation of your Statement of Interest: Provide the following (Maximum length: 2 pages, single-spaced, 12 pt. font):

1. Name, Organization, Cage Code, Unique Entity ID, and Contact Information (Email)
2. Brief Statement of Qualifications (including):
 - a. Biographical sketch of the Principal Investigator, to include specific experience and capabilities in areas related to this project's requirements

- b. Relevant past projects and clients with brief descriptions of these projects
- c. Staff, faculty or students available to work on this project and their areas of expertise
- d. Brief description of other capabilities to successfully complete the project: (e.g. equipment, laboratory facilities, greenhouse facilities, field facilities, etc.)

Submission of Your Statement of Interest

1. Statements of Interest are due by 12:00 P.M., Central Time, on **28 Mar 2024**.
2. Submit your Statement of Interest via e-mail attachments or direct questions to:

Sandy Justman
Grants Specialist
USACE, Fort Worth District
Email: sandra.justman@usace.army.mil
Office: 817-886-1073

Kathy Mitchell
Environmental Agreements PM
USACE, Fort Worth District
Email: kathy.s.mitchell@usace.army.mil
Office: 817-886-1709

Review of Statements Received: All statements of interest received from a member of the CESU Region(s) identified above will be evaluated by a board comprised of one or more people at the receiving installation or activity, who will determine which statement(s) best meet the program objectives: offer the most highly qualified Principal Investigator, have the most relevant experience and the highest capability to successfully meet the program objectives. Submitters whose statements are determined to best meet the program objectives will be invited to submit a full proposal.

Timeline for Review of Statements of Interest: RSOL's are required to be posted on www.Grants.gov for 30 days prior to the Government making a decision and requesting full proposals.

Thank you for your interest in our Cooperative Agreements Program.

Paige E. Poorman

Paige E. Poorman
Grants Officer

Attachment: Statement of Objectives

STATEMENT OF OBJECTIVES
for
SAN CLEMENTE BELL’S SPARROW MONITORING
for
NALF SAN CLEMENTE ISLAND, NAVAL BASE CORONADO, CA

1.0 PURPOSE

1.1 The Naval Auxiliary Land Field (NALF) San Clemente Island (SCI), Naval Base Coronado (NBC) environmental program ensures military mission activities are conducted in compliance with all applicable environmental laws, regulations and policies. Article I B of the master agreement states the objectives of the CESU are to: provide research, technical assistance and education to federal land management, environmental and research agencies and their potential partners; develop a program of research, technical assistance and education that involves the biological, physical, social sciences needed to address resource issues and interdisciplinary problem-solving at multiple scales and in an ecosystem context at the local, regional, and national level; and place special emphasis on the working collaboration among federal agencies and universities and their related partner institutions.

1.2 This work requires an onsite support person located at NALF SCI. The work shall involve: monitoring the San Clemente Bell’s Sparrow pursuant to the U. S. Fish and Wildlife Service Post-Delisting Monitoring Plan for Five San Clemente Island Taxa (January 2023), including fieldwork, data analyses, logistical support, coordination with Navy Representatives, and reporting.

2.0 AUTHORITY

2.1 This cooperative agreement will be awarded using the authorities associated with 16 U.S.C. § 670(c) (1) – (Sikes Act),

In agreement with the above stated goals, the recipient agrees to provide the necessary personnel, equipment, and materials required to implement, activities to support the installation’s commitment toward environmental stewardship to manage natural and cultural resources in a responsible way that has the least impact on military missions and is beneficial to the region. In addition, the activities performed by the recipient must be completed in a manner conducive to guidelines outlined in the Endangered Species Act (16 USC 1531 et seq.), the Migratory Bird Treaty Act (16 USC 1361 et seq.), National Historic Preservation Act (54 U.S.C. 300101 et seq.), Native American Graves Protection and Repatriation Act (25 U.S.C. 3001 et seq.), the Archaeological Resources Protection Act (16 U.S.C. 470 et seq.), the National Environmental Policy Act (42 U.S.C. 4321 et seq.), applicable implementing regulations, Army Regulations 200-1, and any other applicable regulatory guidelines.

2.2 In accordance with section 6305 – *Using cooperative agreements* of the *Federal Grant and Cooperative Agreements Act of 1977* (31 U.S.C. § 6301 et seq.), all CESU projects must carry out a public purpose of support or stimulation, instead of acquiring goods or services for the exclusive direct benefit of the United States Government. Examples of carrying out a public purpose may include, but are not limited to, the following:

- Project results are made available to a wide audience (including nonfederal entities)
- Project results/outputs add to the scientific literature/knowledge base, with applicability and utility beyond the scope of the project footprint/study area
- Academic and other nonfederal partner institutions (and their personnel) gain professional experience, increase knowledge, and develop skills and abilities
- Students benefit from direct interaction with federal scientists, program and technical staff, and field unit managers

2.3 In accordance with section 6305 – *Using cooperative agreements* of the *Federal Grant and Cooperative Agreements Act of 1977* (31 U.S.C. § 6301 et seq.), substantial involvement is expected between the Department of Defense and the recipient when carrying out the activity contemplated by the cooperative agreement. The DoD agrees to participate at a national level in support of the CESU program as accepted in the Master MOU for the establishment and continuation of the CESU program Article II 1-4 and Article VI 1-7.

The installation further (hence DoD) agrees to provide substantial involvement as directed under the appropriate master agreement to include, but are not limited to, the following:

- NALF SCI NBC and Commander, US Pacific Fleet, (PACFLT) personnel are involved in development of study methodology, data gathering, analysis, and report writing.
- NALF SCI NBC and PACFLT personnel actively participate and collaborate in carrying out the project plan of work, reviews and approves activities, and help train or select project staff or trainees.
- NALF SCI NBC and PACFLT incur in-kind or direct expenditures in carrying out the activities specified in the project agreement. These in-kind expenditures include providing shared office space to cooperator personnel, limited housing for research technicians, travel by airplane to and from NALF SCI, and providing staff time to collaborate and work on the project.

3.0 DESCRIPTION OF OBJECTIVES

3.1 Task 1: San Clemente Bell's Sparrow Population Monitoring

(a) The existing island-wide, random stratified monitoring strategy (based on Bart and Kern 2014, as amended) subdivided the island into sample plots. Methods will

use double sampling, specifically rapid and intensive survey plots, comparable to 2013-2023 to determine Bell's sparrow densities by strata to estimate island wide population.

(b) The following modifications of the original methods apply herein per the PDMP: 1) of the approximately 100 plots sampled each year, 20 selected plots will be monitored annually within the 4 proposed management areas; and 2) additional post-fire plots will be incorporated to determine the response of the sparrow and its habitat, as access permits.

(c) The project shall include sampling of one plot within the vicinity (surface danger zone or area of noise effects) of the BQM Launch Pad near West Cove Beach, SCI.

(d) Project shall also use existing data to optimize the allocation of survey effort, in anticipation of a scaled-down monitoring effort in the future.

(e) Efforts shall also refine the sampling strata, if and as appropriate, to better reflect current vegetation assessments and suitable sparrow habitat, consistent with the PDMP monitoring approach.

3.2 Task 2: San Clemente Bell's Sparrow Nest Monitoring

(a) Intensive plot surveying will be used to determine nest success and to spot map territories; however, nest monitoring is not limited to intensive plots, if nests are opportunistically located outside of intensive plots.

(b) Nest monitoring will include documentation of nest substrate, nest chronology, and assessments of nest success.

3.3 Task 3: Habitat Assessment

(a) Habitat Monitoring: Vegetation monitoring will be conducted in most of the sparrow density plots sampled annually, including the 20 selected plots in the 4 proposed management units. The monitoring is designed to detect changes in vegetation cover and density, including the presence of nonnative plant species. Military and fire activity will also be tracked by the Navy to evaluate impacts to sparrow habitat, and these data will be provided to the Cooperator for incorporation into analyses and reporting.

(b) Weather Monitoring: Annual rainfall and temperature will be monitored at Navy-operated weather stations across the island. This information will be made available to the Cooperator to examine relationships between weather patterns and the estimated Bell's sparrow population. Evaluating weather conditions could provide insight into the long-term stability of the species, therefore, monitoring data shall be examined relative to weather station data, NDVI, and other relevant weather or climate data or tools.

(c) Post-Fire Monitoring: Fires on SCI will be mapped and added to the GIS fire record for SCI through a separate Cooperative Agreement under the SCI Botany Program. Changes in fire patterns will be assessed based on a comparison of future fire patterns to past fire patterns. Changes in the area burned, and the areas burned twice or more since 2018 will be included in annual reporting. Post-fire monitoring of Bell's sparrows will be conducted annually in selected plots that burned to document the response and recovery of sparrow densities and habitat.

- 3.4 Task 4. San Clemente Bell's Sparrow Technical Program Assistance
- (a) Coordinating with Predator Research and Ecosystem Management project to support efforts to minimize threats to nesting Bell's sparrows.
 - (b) Purchasing of equipment and supplies for the Natural Resources Field Station undertaken through direct coordination with the Navy SCI Wildlife Biologist and Natural Resources Operations Manager. The Navy (Natural Resources Operations Manager) and Cooperator shall work together to determine the equipment and supplies needs and to maintain an inventory of equipment with its functional status, the latter being incumbent upon the Navy.

4.0 QUALIFICATIONS

- 4.1 The recipient/cooperator is expected to hold any/all Federal permits required to carry out the activities described in the agreement. A California driver license is required for all staff hired by the Recipient for this Agreement.
- 4.2 The Cooperator shall provide a Project Manager who possesses an MS degree in Biology, Wildlife Science, or related field or a BS degree with experience equivalent to an MS. The Project Manager shall have experience with managing avian monitoring projects, including supervising fieldwork and conducting data collection, analysis, and reporting. The Field Crew Lead shall have a BS degree in Biology, Wildlife Science, or related field. Both the Project Manager and Field Crew Lead shall have effective communication skills and be effective in a challenging off-shore island environment.

5.0 GOVERNMENT FURNISHED MATERIALS OR PROPERTY

5.1 Physical Data: The Cooperator will have access to review pertinent files at NBC, and should be familiar with SCI INRMP at NALF SCI NBC and regulatory requirements (i.e., understand requirements of the applicable Conservation Agreements and PDMP), and work closely with the NBC representative in planning and carrying out field work. The Navy will provide the necessary weather and fire data (GIS files) as well as military activity information.

5.2 Facility: The Navy will provide office space to execute the project work at SCI.

5.3 Equipment: Government furnished materials or property is governed by 2 C.F.R. Part 200.312 which states that a) Title to federally-owned property remains vested in the Federal government. The non-Federal entity must submit annually an inventory listing of federally-owned property in its custody to the Federal awarding agency. Upon completion of the Federal award or when the property is no longer needed, the non-Federal entity must return the property to the Federal awarding agency for further Federal agency utilization.

5.4 Technical Assistance: The U.S. Navy will contract with a biological consultant to conduct Predator Research and Ecosystem Management (PREM) at SCI. The U.S. Navy will provide the recipient/cooperator with the names and contact telephone numbers of

these PREM personnel to coordinate on predator management to manage threats to Bell's sparrows.

5.4 PROJECT ACCESS – See APPENDIX A of this document for details for Installation Access and other policies and procedures required for working within Naval Training Lands.

6.0 PERIOD OF PERFORMANCE

7.1 Base Effort - The period of performance for the base period will be 18 months starting from the date of award. The period of performance includes 12 full months of fieldwork for data collecting and 6 months of data analysis and reporting efforts. These elements are non-severable.

7.2 Follow-On Periods - Four 18-month follow-on periods are anticipated with the first one starting 12 months from the beginning of the base period effort. This allows for continuous fieldwork (each 12 months) with overlapping periods of performance for analyses and reporting. Thus, follow-on period fieldwork will begin from the date of award and extend at least 12 months with an additional 6 months for reporting, totaling an 18-month period of performance for each Follow-On Period (with 6 months of overlap with prior period as shown below).

	Months 1,2,3	Months 4,5,6	Months 7,8,9	Months 10,11,12	Months 13,14,15	Months 16,17,18														
Base 18 Months																				
					Months 1,2,3	Months 4,5,6	Months 7,8,9	Months 10,11,12	Months 13,14,15	Months 16,17,18										
Option Period 1 - 18 months									Months 1,2,3	Months 4,5,6	Months 7,8,9	Months 10,11,12	Months 13,14,15	Months 16,17,18						
Option Period 2 - 18 months																				
Option Period 3 - 18 months																				
Option Period 4 - 18 months																				

7.0 COORDINATION

- USACE Fort Worth District POC
Kathy Mitchell
817 886-1709
kathy.s.mitchell@usace.army.mil
- All work to be coordinated with the Naval Auxiliary Landing Field San Clemente Island Naval Base Coronado installation representative, Melissa Booker
melissa.a.booker.civ@us.navy.mil).

8.0 DELIVERABLES

8.1 Work Plan and Accident Prevention Plan. Work plan to be submitted within 15 days of award. The contents of the Work Plan should include the following:

- a. A comprehensive and detailed summary of the methodology proposed for the agreement as well as a work schedule for discussion and review in this initial meeting.
- b. A copy of all permits required for the work described in the agreement or qualifications of personnel to be added to the Navy's permit.
- c. A list of all persons who will be working on NBC under the agreement.
- d. A Draft and Final Accident Prevention Plan submitted concurrently with the Work Plan but printed under a separate cover from the Work Plan. The Accident Prevention Plan will be made accessible to the Project Manager at all times during the project, and a copy available in every vehicle utilized for work under the agreement.
- e. The Final Work Plan will be submitted to the NALF SCI NBC Representative within ten (10) days after Government comments on the Draft Work Plan have been received.

8.2 Invoicing and Progress Reports - Submit Payment Request and additional required documents to: swf-cesu-invoice@usace.army.mil. Carbon Copy the assigned USACE Project Manager as well as your organization's POCs for the additional required documents as well as the delinquent accounts POC.

8.2.1 Frequency: Quarterly plus 30-day grace period. If the coverage dates are not quarterly or preapproved by the PM (or the first/last submittal), the payment request will be **rejected**.

Quarters	Invoice pkgs due No Later Than (NLT):
Q1: Oct-Dec	Q1: 31 Jan
Q2: Jan-Mar	Q2: 30 Apr
Q3: Apr-Jun	Q3: 30 Jul
Q4: Jul-Sep	Q4: 31 Oct

8.2.2 Payment Requests must be submitted on form SF270 with the accompanying SF-PPR progress report. SF270s will be **rejected** if the SF-PPR progress report has not been received.

Please ensure to include the following on the SF-PPR progress report:

- Separate details by CLIN
- Achievements
- Percent Completion
- Project Status
- Problems encountered and impact of activities and personnel on schedule
- Anticipated work in next reporting period

If the SF-PPR is incomplete, it will be **rejected causing the SF270 to also be **rejected**.** SF-PPR Forms with above fields may be requested at: swf-cesu-invoice@usace.army.mil

The SF270 may have multiple pages. May request Excel version @ swf-cesu-invoice@usace.army.mil

Must be submitted in PDF or it will be rejected.

SF270 Block 11 (a), (b), (c) are for the description of funds. Preferred description is: CLIN/POP Type, POP start and end dates, amount awarded. At minimum include the CLIN.

Example:

***CLIN 0001/ Base
22SEP23 – 21SEP24
\$100,000.00***

Funding must be separated as specified on the Award document. For Sub-CLINs that specify “*for funding only*”, may be rolled into the primary CLIN unless otherwise instructed. All others require PM approval. If the description is missing; payment request will be **rejected**.

8.2.3 The **FINAL** invoice package must include the following documents. The entire Final invoice package is due no later than 90 days from the period of performance (POP) end date:

- Final SF270
- SF-PPR
- Final SF425
- DD882
- SF428 plus attachment B (C&S if applicable)
- SF298
- Final Report

Missing any of the above required documents, the Payment Request will be **rejected**.

Forms may be requested from the district office or found at: www.grants.gov

8.3 Annual Inventory –Federally owned property - an annual inventory listing Federal property (to include description of the property, a serial number or other identification number) that is in the custody of the recipient; Copies to be sent to USACE – SWF and NBC.

8.4 Annual Inventory – Required under 2CFR for Grants and Cooperative Agreements - Acquired Property purchased with funding from award - property records must be maintained that includes description of the property, serial number or other identification number, source of funding, who holds title, acquisition date, cost of property, percentage of Federal participation in project costs, location, use and condition of property, and ultimate disposition including date of disposal and sale price. A physical inventory must be taken and results reconciled every two years. Copies of the inventory to be sent annually to USACE – SWF and NBC.

8.5 Draft Final Project Report. The Draft Report is due no later than January following the completion of the prior breeding season and should be submitted electronically in Word format to the SCI Wildlife Biologist and the CPF Conservation Program Manager.

The report will cover the San Clemente Bell's sparrow breeding season through August. The Annual Report shall follow the format for scientific journals (e.g., Journal of Wildlife Management) and follow the CBE Style Manual (5th edition) for style. It shall include color photographs or laser color copies of these photographs documenting all aspects of this work in a 4 x 6 inch or similar-sized format. It shall include all appropriate appendices to support the text. In the acknowledgements, include the following statement: "This project was funded by U.S. Pacific Fleet." The NALF SCI Installation Biologist and CPF Conservation Program Manager will review and provide comments, if any, within fifteen (15) calendar days after receipt. Must provide an electronic copy to the USACE POC at the time this document is submitted to the Installation POC.

8.6 Final Project Report (meets Annual Report per 2CFR). Two (2) paper copies of the final report, incorporating SCI Wildlife Biologist and the CPF Conservation Program Manager review comments on the draft, if any, shall be submitted no later than fifteen (15) days after receipt of the SCI Wildlife Biologist and the CPF Conservation Program Manager comments. Additionally, one (1) copy of the final report shall be submitted in MSWord and PDF files, on digital media and electronically. Must provide an electronic copy of report and all appendices to the USACE POC at the time this document is submitted to the Installation POC.

- 9.0 This cooperative agreement may be administered through a CESU only upon mutual agreement and official authorization by both parties of the acceptance of the application of the CESU Network IDC rate (17.5%).

Any resulting cooperative agreement will be subject to and recipient/cooperator shall comply with 2 CFR 200.313 "Equipment", 200.314 "Supplies", and 200.315 "Intangible Property" which includes use of research data.

APPENDIX A. GENERAL REQUIREMENTS AND INFORMATION

The Cooperator is to visit the study areas as often as necessary to accomplish the purpose of the Agreement as detailed further in this Statement of Objectives. The Cooperator will provide the Naval Base Coronado (NBC) Representative with a list of all personnel and their work and cellular telephone numbers who will be carrying out this Agreement. It is the Cooperator's responsibility to obtain all necessary security and entrance clearances for themselves and their personnel and equipment into NBC. Study areas under this Agreement include: 1) Naval Auxiliary Land Field San Clemente Island (NALF SCI), excluding Impact Area I and Impact Area II.

INSTALLATION ACCESS

1. Application for and use of identification badges will be as specified herein and as otherwise directed by the Contracting Officer or his/her authorized representative. DBIDS cards are used for personnel identification and installation access. DBIDS passes for Cooperator personnel may be obtained by completing the SECNAV 5512 form and additional sponsor and badge type information available and processed through the Natural Resources Operations Manager (NROM) on SCI. Completed forms are submitted to the respective installation Pass and Identification (ID) offices (Naval Base Coronado and Naval Base San Diego). Applicants will need to take two of the required identification sources and a hard copy of the SECNAV 5512 form to the Pass and ID office to receive their DBIDS cards. Processing time for DBIDS cards is typically 14 days, but may take longer. The Pass and ID Office normal hours of operation are Monday thru Friday 0630-1600. Saturdays, Sundays, and Holidays are generally unavailable. Hours are subject to change. Check for current hours before visiting. The recipient must provide evidence of a valid state driver's license, and vehicle insurance and current registration, required by California state law, for each non-government vehicle used on the installation.
 - a. Cooperator personnel without a DBIDS card or personnel visiting the installation for a single visit may arrange for and obtain an escort from US government civilian employees or active duty personnel.
2. Identification badges must be carried by all Agreement personnel while on U.S. Navy property and leased areas.
3. The Cooperator will comply with NALF SAN CLEMENTE ISLAND INSTRUCTION (NALFSCIINST) 3120.1 (2023) (or latest version) NALF San Clemente Island Standard Operating Procedures and the Southern California Offshore Operating Area And Range Manual FACSACSDINST 3120.1M (or latest version). Natural Resources personnel employing weapons in the course of their work will comply by all US Navy, Base Security, and NALF SCI Officer in Charge guidance.
4. The Cooperator will not utilize ATVs or other off-road vehicles in areas not specifically approved by the SCI Wildlife Biologist and depicted in the Work Plan.
5. Individuals driving vehicles on SCI shall have a valid driver's license.
6. The Cooperator will coordinate with and utilize information from the U.S. Navy, as well as other professionals who are experienced in the project objective subject matter. However, the Cooperator will not involve themselves in negotiations with the regulators concerning matters addressed within this Agreement nor provide data to the regulators without permission by the Navy. If information or data is needed to support a formal ESA consultation, it will be requested by the Navy Representatives, who will then discuss with the regulator(s).
7. The Cooperator will have access to review pertinent files at Naval Base Coronado, and should be familiar with San Clemente Island Integrated Natural Resources Management and regulatory requirements (i.e., understand requirements of the applicable Biological Opinions and Conservation Agreements), and work closely with the NBC representative in planning and carrying out field work.

8. The Cooperator will inform SCI Security by radio immediately or as soon as feasible and will inform the Installation representative via electronic mail within twenty-four hours, of any unusual activity observed while conducting surveys in the field (e.g., trespassers). Information should include (1) location, (2) date, (3) time, and (4) any detailed facts regarding the activity. Any unauthorized range activity or range safety concerns will be reported to both SCI Security and SCI Range Coordination by radio or phone as soon as signal (radio or phone) supports reporting. The SCI NROM will be made aware of any unusual activity or range safety violations reports via in-person, phone, or email communication within 12 hours of the report.

9. The Cooperator will inform the Installation representative via telephone and electronic mail, of any unusual animal or plant species observed while conducting surveys in the field (e.g., species not known to be native or naturalized to SCI or species which are federally listed or are State of California Species of Special Concern) within twenty-four hours of the observation. Information should include (1) location, (2) date, (3) time and (4) any detailed facts of the sighting.

10. Smoking is not allowed in the non-developed areas of the Installation.

11. The Cooperator will not respond to any inquiries about this Agreement from the news media or non-governmental organizations or other persons during the term of this Agreement unless they have first consulted with the Department of 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 NBC Public Affairs Officer (PAO), coordinated through the NBC Representative. The Cooperator shall also provide draft versions of any presentation, paper, poster, or publication for review by the Navy (Installation POC and NBC PAO) prior to finalization.

12. The Cooperator shall manage generated electronic waste (including alkaline batteries), bio-medical waste, hazardous material, hazardous waste, and hazardous waste residues in accordance with federal, state, and NBC regulations and policies. Questions on proper disposal and management shall be coordinated through the NROM.

13. Prior to entering the field each day, the Cooperator shall confirm range access on the range schedule provided by the NROM or other point of contact and record in the SCI NR Log Book the personnel entering the field, the grid location of fieldwork, time entering the field, estimated time of return, and vehicle. Upon returning from the field, the Cooperator shall record time of return.

14. Staff working on this Agreement shall carry a functioning two-way radio while conducting fieldwork on SCI. Staff shall call into and out of range areas to SCI Range Coordination personnel at call sign "Starburst" or "Stonehenge" upon entry and exit of mapped range areas with the number of vehicles, passengers, and the range schedule event number.

15. No ground disturbing activities may take place at SCI without approval from the NBC Representative. Additionally, to avoid impacts to federally listed, rare, or endemic plants the Recipient and/or their representatives must coordinate all vegetation disturbing activities with the SCI Natural Resource Specialist/Botany Program Manager. Under no circumstances are any federally protected plants to be disturbed and/or destroyed when completing the work required in this Agreement.

16. If any objects are found that appear to be cultural or archeological resources the Cooperator must contact the CNRSW Cultural Resources Program Manager at (619) 705-5664 and make the SCI NROM aware.)

17. Prior to conducting any fieldwork at SCI, the Cooperator and their staff shall complete the current UXO training as provided by the NROM or Range Coordination personnel. Unexploded ordnance may be encountered while conducting fieldwork. Cooperator shall not touch or attempt to pick-up any

suspected ordnance. Cooperator shall place flagging in the general area of the ordnance and notify Range Coordination and/or FACSFAC.

18. The primary use of SCI is for its military mission. Without prior notice, designated areas may become closed to the activities of the Cooperator. In some cases, due to operations or other circumstances, it may be necessary to deny the Cooperator access to portions of SCI for short periods of time. In such cases, the Cooperator will be provided notification of such as soon as possible. Cancellation of range access with less than 24-hours notice, repeated cancellations, or repeated exclusion shall be reported to the NROM for deconfliction with Range Coordination and/or FACSFAC. It is the responsibility of the Cooperator to reschedule this work as feasible, working with the NROM (if not precluded by long-term access restrictions). If access restrictions will preclude achieving Agreement objectives, notice shall be given to the SCI Wildlife Biologist and CPF Natural Resources Manager.

19. The NALF SCI Training Areas (TAs), Shore Bombardment Area (SHOBA), Training and Range Areas (TARs), Special Warfare Training Areas (SWATs)(formerly Special Weapons and Tactics), and Artillery Vehicle Maneuver Areas (AVMAs): the NROM at (619) 524-9022 or the NBC Representative

a. Access requests to mapped range areas (e.g., TAs, SHOBA, TARs, AVMAs) must be made through the NROM (or their designated representative) and FACSFAC scheduling.

b. The Cooperator is restricted from entering the SHOBA Impact Areas (I and II) and other areas designated by the SCI OIC as Restricted Access Areas due to the presence of unexploded ordnance. At the time of this writing, the following areas are Restricted Access Areas, which require SCI OIC approval and UXO Tech escort to access: BLU-97 area, Eel Point 40mm Range, and Site 14. Coordinates or maps of these areas are to be carried by all staff working under this Agreement during fieldwork within the vicinity of these areas.

20. The SHOBA gate key may be obtained from SCI Security at Building 60151. Keys shall be returned to SCI Security upon completion of the scheduled range access period. Keys may be available through the NROM with a similar sign out and return policy as SCI Security but that is not guaranteed.

21. Naval Special Warfare (NSW) Basic Underwater Demolition School (BUDS) and Maritime Operations (MAROPS) SWATs 1 & 2 shall not be accessed unless they are scheduled for use by the Cooperator through the NROM, confirmed within 24-hours on the Range schedule, BUDS Camp/MAROPS personnel have confirmed that the area is not in use by NSW, and the Bravo Flag is not flying. The only exception to these requirements is escorted access by MAROPS personnel.

22. Due to the classified nature of some activities at SCI, only those areas directly associated with the specifications of this Agreement may be visited. Restricted areas will only be entered by special permission.

23. Gates have been installed on various roads. When closed or a road block has been placed, they are not to be ignored or circumvented for any reason. If Agreement work is required behind a locked gate, the Cooperator will immediately contact (619) 865-9147 so that appropriate arrangements with the US Navy can be made to gain access.

DATA AND PUBLICATIONS:

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.

2. 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.

3. The acknowledgements for any paper or presentation resulting from this work shall include the following statement: “*This research was funded by the Department of the Navy on behalf of the Commander Pacific Fleet and Naval Base Coronado.*”

4. 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.

5. The U.S. Navy, at its discretion, may subject draft work plans, draft reports or draft manuscripts to external peer review.

6. Any presentation, publication, scientific paper, or poster shall be submitted in draft form to the US Navy (NBC Representative/POC and NBC PAO) for review and comment prior to finalization and release.

7. Samples and data collected under this agreement or while on SCI to execute this agreement shall not be provided to other researchers or depositories without approval of the US Navy.

SAFETY:

The recipient will be required to develop a site-specific Health and Safety Plan and Accident Prevention Plan (APP) if the work is potentially hazardous. 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
- exposure to harmful plants, animals, and insects
- exposure to inclement weather, unstable soil, greater than 15% ground slope

Note: An abbreviated APP can be prepared in lieu of a standard APP for projects that are limited in scope. These are: study, survey, observation, or other activities where an employee is exposed only to inclement weather, harmful plants, animals and insects or effects of injury or illness, if an incident occurs, is minor to moderate. If the project involves a potentially hazardous activity, the recipient shall develop an APP, Activity Hazardous Analysis (AHA) and site-specific Health & Safety Plan (HASP), and submit the AHA and HASP as attachments to the APP to the NBC Representative.

As a minimum, references used to develop the site-specific APP are: the latest edition of the EM 385-1-1 US Army Corps of Engineers Safety & Health Requirements Manual, and Local Activity safety plans and standard operating procedures. When developing the APP, 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 APP 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 US Navy that the Final APP has been reviewed with each recipient employee working on this Cooperative Agreement prior to mobilization and start of fieldwork activities.

HOLD HARMLESS:

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.

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.

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 there from, 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 Section XIV, 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. (The self-insurance clause is applicable only to appropriate state and local governments and qualifying institutions of higher education.)

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 as follows:
"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 paragraph, the recipient shall promptly give notice thereof to the Government and, to the extent of its liability as provided in this paragraph, 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, 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 paragraph, 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.

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