

SCOPE OF WORK  
**Terrestrial Invertebrate Diversity and Food/pollinator Web Dynamics on Naval Base  
 Coronado, Naval Auxiliary Landing Field, San Clemente Island, and Naval Base Ventura  
 County, Navy Outlying Field, San Nicolas Island, CA  
 N62473-23-2-0002**

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## **A. INTRODUCTION and PURPOSE**

### San Clemente Island Shrike Recovery

The Navy's San Clemente Loggerhead Shrike Recovery Program works to recover this endemic subspecies of Loggerhead Shrike found only on San Clemente Island (SCI). Successful management through captive breeding, releases, predator management, habitat enhancement, and monitoring increased the wild population to 82 pairs by 2008. However, the population has declined since then to a total of only 20 pairs in the wild in 2022. While causation for population decline cannot be determined, there is evidence that resource limitations impact survival during drought (i.e., telemetry on released birds show starvation as a cause of death during drought years). Continued management of this taxa is critical to support of the Navy mission.

Understanding shrike diet can inform the diet of captive and released birds and provide program managers with information to develop or prioritize habitat management through drought cycles. In 2022, the Navy received the results of an analysis of San Clemente Loggerhead Shrike diets conducted. This analysis identified previously unknown prey items as well as differences between diets by age and origin (captive-released vs wild). This work has direct management implications, but sample sizes, locations, and seasonality limit the scope of the work.

### Rare plant pollinators on San Clemente Island

Rare/Endangered plants on SCI, such as *Lithophragma maximum*, the San Clemente Island woodland star, *Sibara filifolia*, the Santa Cruz Island Rockcress, and *Dendromecon hartfordii*, the Channel Islands Tree Poppy, require active management to conserve and recover the species, and preclude ESA listing if currently unlisted. A previous Cooperative Agreement sought to identify if pollination is occurring for two Endangered SCI plant species, and floral visitation was observed for the first time in the 2022 season. However, more intensive observations or genetics studies must be implemented to explore whether the reproduction on these plants is pollination limited.

### Meta-DNA barcoding and Pollinator Networks on San Nicolas Island (Performance Option)

The San Nicolas Island (SNI) Integrated Natural Resources Management Plan (INRMP) identifies a natural resources management goal of minimizing the potential for adverse effects on special status species and their associated ecosystems while protecting the operational functionality of the installation mission by using an ecosystem-based management approach. A previous Cooperative Agreement was awarded to better understand the diversity of organisms and food web and pollinator communities on the installation. This effort remains incomplete due to the high level of diversity on SNI, and will need to be augmented to continue to build the barcoding database.

The Navy will be an active, cooperating participant throughout the project to advise and oversee progress as it relates to the objectives and requirements stated herein.

## **B. LOCATION**

The field work is to be conducted on San Clemente Island and San Nicolas Island (Option).

## **C. DESIGNATED REPRESENTATIVES**

1. The Cooperative Agreement Administrator (CAA) is Kevin Magennis, CA Specialist, Naval Facilities Engineering Command Southwest, 750 Pacific Highway, San Diego, CA 92132-5190 telephone (619) 705-5566, and email: [kevin.e.magennis.civ@us.navy.mil](mailto:kevin.e.magennis.civ@us.navy.mil).

2. The Cooperative Agreement Technical Representative (CATR) is Dr. Aaron Hebshi, Naval Facilities Engineering Command, Southwest, 750 Pacific Hwy, San Diego CA 92132; telephone (619) 705-5559 and email: [aaron.j.hebshi.civ@us.navy.mil](mailto:aaron.j.hebshi.civ@us.navy.mil).

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

3. The Installation Representatives (IRs) are Melissa Booker, SCI Wildlife Biologist, telephone (619) 545-7188, email: [melissa.a.booker.civ@us.navy.mil](mailto:melissa.a.booker.civ@us.navy.mil) and Bryan Munson, SCI Botanist, telephone (619) 545-7186, email: [bryan.g.munson2.civ@us.navy.mil](mailto:bryan.g.munson2.civ@us.navy.mil); and William Hoyer, SNI Natural Resources Manager, telephone (805 ) 989-2626, email: [william.f.hoyer2.civ@us.navy.mil](mailto:william.f.hoyer2.civ@us.navy.mil)

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

4. Any change in scope of work must be issued to the Cooperator, in writing, by the Grants Officer to be binding on the US Government. No US Government employee has authority to change this Cooperative Agreement by oral or written directives, instructions, commitments and/or acceptances or any other manner.

5. For the purposes of this Cooperative Agreement, the term Recipient shall be **TBD**. The use of the term Recipient in this Cooperative Agreement includes **To be Determined (TBD)** and all designated representative(s).

6. Any change in scope of work must be issued to the Recipient, in writing, by the Grants Officer to be binding on the government. No government employee has authority to change this Cooperative Agreement by oral or written directives, instructions, commitments and/or acceptances or any other manner.

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

#### **D. PERIOD OF PERFORMANCE**

The period of performance will be 36 months from date of award. Field work is anticipated to be completed in two field seasons, and remaining time used to develop and review the Final Report. The Cooperator shall design the field seasons survey protocol to maximize the collection of

relevant data.

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

## **E. PROVISIONS TO THE COOPERATOR**

1. Air Transportation: The US Navy will provide the Recipient and/or staff with no-cost air transportation Between North Island and SCI, and between Pt Mugu and SNI, on a regularly scheduled air carrier. Contact the IRs to arrange flights.
2. Barge Transportation: Vehicles and other non-explosive equipment, supplies, and materials may be shipped to and from SCI and SNI on a regularly scheduled barge. Barge and services are to be determined and billed accordingly by the respective installations at a cost to the Recipient.
3. Medical Facilities: A Dispensary, Building 60126, staffed with a Navy Hospital Corpsman, is located at Wilson Cove, SCI. Service is limited and generally not available to Recipient and/or his personnel except on an emergency basis. MEDIVAC to the mainland can be provided under appropriate circumstances, but the Recipient will incur the charges for this service.
4. Housing: The recipient shall arrange for housing for employees during their work time at SCI and SNI. The recipient shall be responsible for housing interim overnight staff at the Navy Gateway Housing Facilities or cooperator facilities (if applicable). Reservations for the Navy Gateway Housing shall be made by the recipient and costs will be incurred by the recipient.
5. Vehicle: The Recipient will need to rent a vehicle on SCI and SNI or use a Job Order Number (JON) established through Navy Public Works Transportation to support maintenance of a vehicle barged to the islands for the project. The Navy may permit the use of a Natural Resources Program vehicle for limited times as available, but the Recipient will be required to establish a JON to support vehicle maintenance. No vehicular transportation is provided off of SCI or SNI. The Cooperator shall ensure that any employee operating a Navy-owned vehicle is properly trained and in possession of the appropriate state license required for the vehicle or equipment class, and comply with all Navy instructions for vehicle operation. The IRs will provide the most current contact information to obtain a vehicle. On SNI, the average rental rate is \$32/day, but is subject to change.
6. Work Space: Laboratory, workbench, office, and storage areas are available on a space available basis.
7. Meals: Meals are available at the SCI Galley and the SNI Fox Den cafe at a cost to the Recipient.

## **F. GENERAL REQUIREMENTS**

1. The Cooperator shall provide all equipment (unless otherwise stated) and analyses necessary to complete the work described within this Cooperative Agreement. All data (raw and associated files), photographs, and equipment > \$5000 per unit in value and supplies > \$5,000 in aggregate

value purchased with Cooperative Agreement funds (including computer software), as well as those items stated as such, shall become the property of the Department of the Navy (DoN) at the end of the Cooperative 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 Cooperator 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, CAs, and Cooperative Agreements." (**DoD Grant and Agreement Regulations, DoD 3210.6-R#**)

2. The Cooperator shall provide a Principal Investigator, Project Manager, and as many trained technicians as necessary to complete the work.

a. **Principal Investigator (PI)** shall be responsible for personnel hiring and management, and ensuring resources are available to the technical staff in accordance with this Scope of Work. The PI shall develop the scientific and strategic framework necessary to successfully complete the requirements of this Scope of Work. The PI shall ensure that the project is proceeding according to this framework or direct course changes if necessary to meet project goals. The PI shall oversee deliverable development and ensure that deliverables are high quality, accurate, and in accordance with the program goals. The PI may also serve as the Project Manager. The PI shall possess:

- A minimum of a PhD in entomology, ecology, or related science discipline;
- A CV demonstrating expert knowledge in California floristic province terrestrial invertebrate biology and/or taxonomy;
- A demonstrated ability to provide administrative, scientific, and human/financial resources to support a sampling program in wildland areas;
- A minimum of 5 years of experience in a Program Management or Principal Investigator position.

b. **Project Manager (PM)** shall be responsible for day to day management of the project, logistics coordination, directing technician tasks, ensuring compliance with the Work Plan and Accident Prevention Plan, drafting deliverables, and acting as the primary point of contact for the project. The PM shall possess:

- A minimum of an BA/BS in entomology, ecology, or related science disciplines;
- A CV demonstrating expert knowledge in California floristic province terrestrial invertebrate biology and/or taxonomy;
- Demonstrated use of GIS units and maps for sampling work;
- An ability to identify terrestrial invertebrates likely to be found in the California Channel Islands;
- A minimum of 2 years of experience in a responsible position providing oversight of, support to or directly involved in project management of an invertebrate sampling research project.

c. **Technician(s)** shall be responsible for completing field and laboratory tasks, data entry, and other duties as directed by the Project Manager. The Technicians shall possess:

- A minimum of a BA/BS degree in Ecology, Entomology, Wildlife Biology or related science discipline;
- Demonstrated biological field experience in remote locations.

**Any change to the Principal Investigator or Project Manager after award of Cooperative**

**Agreement, shall require approval of the CAA.**

3. Windy and/or foggy conditions with highly variable temperatures may be encountered at any time. Many roads are rough and unpaved, and if wet, may become impassable or should be negotiated using extreme caution and four-wheel drive. Many places on the islands have precipitous terrain and may be covered with cactus. The Recipient's transit through such terrain must be done with the highest concern for the safety of personnel and with strict adherence to all Guidelines.

4. All work conducted in support of this Cooperative Agreement shall comply with all federal laws applicable to Command Navy Region Southwest (CNRSW) installations such as the Endangered Species Act and the Migratory Bird Treaty Act and 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.

5. The Recipient 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/NBVC regulations and policies.

6. It is the responsibility of the Recipient to obtain Installation Access through coordination with the IRs. It is the responsibility of the Recipient to ensure that all project staff comply with NBC/NBVC and SCI/SNI policies, regulations, and procedures while on installation.

7. Prior to entering the field each day:

SCI: the Recipient shall notify Range Coordination by telephone or radio as to the area or areas where work will be accomplished. Upon returning from the field, the Recipient shall check-in with Range Coordination by telephone, radio or in-person. The appropriate personnel to contact will be provided to the Cooperator prior to development of the Work Plan.

SNI: Prior to entering the field each day, the Cooperator shall notify Quarterdeck in-person to the area or areas where work will be accomplished. Upon returning from the field, the Cooperator shall check-in with Quarterdeck in-person or use another agreed upon notification if the Cooperator returns from the field after the Quarterdeck has closed.

8. Staff working on this Cooperative Agreement shall carry a functioning two-way radio while conducting fieldwork, to be provided by the Navy.

9. No ground disturbing activities may take place at without approval from the IRs. Additionally, to avoid impacts to federally listed, rare, or endemic plants the Recipient and/or their representatives must coordinate all vegetation disturbing activities with IRs. The Cooperator shall not disturb federally protected plants any more than necessary to complete this work and allowable under ESA permits. A visual inspection of clothing (especially footwear), vehicles, and equipment followed by removal and appropriate disposal of seeds and accumulated soil is required prior to arriving at the work sites and prior to moving between locations.

10. Under no circumstances are the Recipient and/or staff to violate the Archeological Resources Protection Act. If any objects are found that appear to be cultural or archeological resources, contact the CNRSW Cultural Resources Program Manager at (619) 705-5522.

11. No buildings will be modified without permission from the Naval Base Coronado Public Works Officer and the CNRSW Architectural Historian. The Recipient and/or his staff(s) shall not violate the National Historic Protection Act.
12. The IRs and the SCI Police shall immediately be notified of any unusual activity observed while conducting surveys in the field (e.g., trespassers). Information should include location, date, time and any pertinent detailed facts regarding the activity.
13. All personnel must complete Unexploded Ordnance (avoidance) training prior to working on SCI. This can be arranged through the NR OM at (619) 524-9022.
14. Unexploded ordnance may be encountered while conducting fieldwork. Recipient shall not touch or attempt to pick-up any suspected ordnance. Recipient shall place flagging in the general area of the ordnance and notify the Southern California Offshore Range (SCORE) contact, Mr. Les Stone (if on SCI) or the IR (if on SNI), of the location of the ordnance as soon as possible.
15. The primary use of SCI and SNI are for its military mission. Without prior notice, designated areas may become closed to the activities of the Recipient. In some cases, due to operations or other circumstances, it may be necessary to deny the Recipient access to portions of the islands for short periods of time. In such cases, the Recipient will be provided notification of such as soon as possible. It is the responsibility of the Recipient to reschedule this work as feasible (if not precluded by long-term access restrictions)
16. The Shore Bombardment Area (SHOBA), Training and Range Areas (TARs) and Special Weapons and Tactics Areas (SWATs):
  - a. Access requests to mapped range areas (SHOBA, TARs and SWATs) must be made through SCORE. Access to SHOBA, SWATs, and TARs must be confirmed no more than 24 hours prior to access the area.
  - b. The Recipient is restricted from entering the SHOBA Impact Areas (I and II) and other areas designated by the SCI OIC as Exclusion Areas due to the presence of unexploded ordnance. The following areas may be off-limits/exclusion areas: Lemon Tank-Nanny BLU-97 area, Eel Point 40mm Range, Installation Restoration Site 14, any Landmine Area.
17. The SHOBA gate key may be obtained from the SCI Police at Building 60151. The Recipient shall call the Police from the SHOBA gate (if the phone is operational) if departure from SHOBA is within one hour of the end of scheduled access time to confirm departure and shall directly return the gate key to Security.
18. Naval Special Warfare Basic Underwater Demolition School (BUDS) and Maritime Operations (MAROPS) SWATs 1 & 2 shall not be accessed unless they are schedule for use by the Recipient, confirmed within 24-hours on the SCORE schedule, BUDS Camp/MAROPS personnel have confirmed that the area is not in use by NSW, and the Bravo Flag is not flying. The Recipient shall further comply with the Procedures for Restricted Area Access (prepared by Jennifer Turner) and the SC Sage Sparrow SWAT 1 & 2 Safety Compliance Form (prepared by Melissa Booker).
19. Due to the classified nature of the activities at SCI and SNI, only those areas directly associated with the specifications of this Cooperative Agreement may be visited. Restricted areas will only be entered by special permission.

20. 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 the Cooperative Agreement work is required behind a locked gate, the Recipient will immediately contact the IRs so that appropriate arrangements with the US Navy can be made to gain access.

21. Photography is restricted on SCI and SNI. The Cooperator and all of its representatives are required to obtain permission from the IRs prior to taking any photographs on the Installation. Only photographs of Agreement-related activities are permitted.

22. No smoking is allowed in the non-developed areas of SCI and SNI.

23. All parties involved in this task order 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.

24. 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.

25. The Cooperator shall manage the total work effort and visit the project area as often as necessary, and within the time limits stated, to accomplish the purposes of the task order as detailed further in this Statement of Work. The Cooperator shall work closely with the CATR and IRs in planning and carrying out all field investigations.

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

b. The Cooperator is required to submit a proposed field schedule in writing to the CATR and IRs prior to the kick-off meeting or as part of the work plan. The schedule will identify by date, time and personnel, and location when sites are to be visited.

c. The Cooperator shall clear exact date(s) of visit(s) to the activity with the IRs and CATR. The Cooperator's Project Manager shall notify the CATR, in writing or by phone, when each fieldwork element is about to commence.

d. The Cooperator shall provide personnel data of individuals performing the fieldwork to the IR and CATR, at least fourteen (14) calendar days in advance of the Cooperator's scheduled site visit, field investigation, testing, or any other fieldwork. This advance time is required to process badge requests for access to the Installation. If the personnel data is not provided in a timely fashion, the Cooperator may be required to reschedule the site visit at no additional cost to the Government.



e. The Cooperator shall provide copies of all correspondence to the CATR.

26. All work conducted in support of this task order 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.

a. At no additional cost to the Government, the Cooperator shall be in possession of all necessary permits from the state and federal regulatory agencies (i.e., State Department of Fish and Wildlife, U.S. Fish and Wildlife Service (USFWS), National Marine Fisheries Service (NMFS), including an Institutional Animal Care and Use Committee (IACUC) approved protocol, necessary to conduct the activities stipulated in this task order.

b. All required permits shall be submitted to the Grants Officer (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.

27. The Cooperator shall inform the CATR and IR via e-mail of any unusual activity (e.g. trespassers or persons in unauthorized areas) or any unusual animal or plant species observed (e.g. non-native species posing a biosecurity risk) while conducting surveys in the field. Information should include (a) location, (b) date, (c) time, and (d) any detailed facts regarding the activity or sighting. In addition, information regarding trespassers should be reported to Security as soon as possible.

28. This Cooperative Agreement is a collaborative project. The CATR and IRs are expected to have an active role with the Cooperator in seeing out the terms of this Cooperative Agreement. All data collected and interim analysis shall be made available to the CATR and IRs at any point in this Cooperative Agreement.

29. Identification badges will be furnished based on the individual installation security procedures. 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 Grants Officer. Failure of Recipient personnel to obtain entry approval will not affect the terms of this Cooperative Agreement. All Recipient personnel shall become familiar with and obey all Government regulations including fire, traffic, and security regulations. Recipient personnel will not be admitted to the work site without approval. Access requirements will be as identified in station policy for each location. Some facilities, or areas within some facilities, restrict access to U.S. Citizens only.

30. In order to facilitate access to the San Nicolas Island, the Cooperator shall:

a. Provide valid e-mail for all passengers to be manifested on flights.

b. Complete and submit Air Transportation Agreement (DD Form 1381) to the IR with at least 10 days advance notice of travel. Form requires two witness signatures and proper formatting.

c. Complete and submit to San Nicolas Island Medical Clinic the following documents: Next-of Kin Information, SNI Visitor Medical Screening Worksheet, and Off-Shore Island Visitor Medical Clearance Informed Consent.

d. The Receipt shall be provided a copy of the San Nicolas Island Cooperator checklist and each member of the Cooperator's staff shall attend an SNI in-doc on an annual basis.

31. The Cooperator shall not construe any oral directions, instructions, explanations, commitments, and/or acceptances given by any government employee to the Cooperator or his personnel as a change in scope to this delivery order. Any change in scope of work must be issued to the Cooperator, in writing, by the Grants Officer to be binding on the government. In no event shall any understanding or agreement between the Cooperator and any government employee (other than the Grants Officer) be effective or binding upon the government. Any modification to this CA, whether written or verbal, shall be formalized by a contractual document executed by the Grants Officer. In the event a government employee, other than the Grants Officer, directs a change in the work to be performed under this CA or increases the scope of work to be performed, the Cooperator shall make inquiry of the contracting Officer before proceeding with the deviation. Payment for any change to this CA shall not be made to the Cooperator, without being formally authorized by the Grants Officer.

## G. SPECIFIC REQUIREMENTS

1. Rare plant pollinators on San Clemente Island: The primary components of this work include: (1) pollinator surveys for threatened and endangered plants including SCI woodland star *Lithophragma maximum* and Santa Cruz Island rock cress *Sibara filifolia* (and potentially other rare and/or endangered species such as Channel Island tree poppy *Dendromecon harfordii*); (2) genetic sampling and quantitative population genetic analysis. Timing: Collect pollinator observations during the 2023 flowering season (or 2024 if necessary); conduct the genetic sampling and analysis in 2023 using vegetative sampling and/or seed collection. Compare phylogenetic placement and relative genetic diversity with *Sibara* collected from Catalina Island. Additional general invertebrate surveys may be necessary to understand the pollinator web for these sensitive species on SCI.
2. San Clemente Loggerhead Shrike Recovery: The Cooperator shall expand the shrike dietary analysis to include more samples, spanning years, seasons (to the extent feasible), and locations. The Navy would provide samples of shrike pellets and fecal sacs. Fecal sac collection is limited by the number of nesting pairs and access to nests and pellet collection is limited by monitoring time and access to perches; however, the Navy expects it can provide at least 50 fecal sacs and up to 20 pellets for an analysis. The 2022 SBBG-UCR work used DNA extraction and library preparation followed by bioinformatics and data quality filtering to produce high quality diet profiles for a subset of the samples provided by the Navy. The Cooperator shall replicate this analysis using these same methods or comparable or improved methods to better understand shrike diet constituents across the landscape, shrike age classes, and seasons (if sufficient pellets can be collected).
3. Meta-DNA barcoding and Pollinator Networks on San Nicolas Island (Performance Option): This Option, if exercised, would be used to collect insects and dissect out the digestive tract, extract the contents, and conduct DNA analysis to augment the genetic library. Genetic sampling may also include pollen removed from the insect exoskeleton to identify pollinator networks; soil sampling, or gut contents from other terrestrial organisms.

## H. MEETINGS/COORDINATION

1. The Cooperator or his/her designee will attend a kick-off meeting with the CATR and IRs to ensure coordination of activities. The CATR shall arrange the meeting. The meeting shall take place within 30 working days of the Cooperative Agreement award. The purpose of the kick-off meeting is to discuss any questions the Cooperator may have regarding the Cooperative Agreement, to decide on treatment site priorities and methodologies, and to discuss other pertinent information on the work to be performed.

2. The Cooperator shall be available throughout the Cooperative Agreement period for consultation with the CATR and IRs on matters involving work progress, data analysis or development of the deliverables. These meetings can be either face to face or via phone conference.

## I. SUBMITTALS and SCHEDULES

Cooperator agrees to submit the following deliverables:

DOCUMENT/PRODUCT	NUMBER OF COPIES	DUE DATE
Progress Reports	1 digital copy	Submitted with invoices
Draft Work Plan	1 digital copy	20 days after kick-off meeting
Final Work Plan	1 digital copy	15 days after receipt of Government comments on the Draft.
Accident Prevention Plan	1 digital copy	Within 15 days after award
2023 Draft Annual Report	1 digital copy	Submitted by 15 December, 2023
2023 Final Annual Report	1 digital copy	30 days after receipt of Government comments on the Draft.
Draft Final Report	1 digital copy	Submitted by 15 July, 2025
Final Project Report	1 digital copy; 1 hard copy to NAVFAC Records management	30 days after receipt of Government comments on the Draft.

### Work Plan

The Work Plan shall document the personnel, timeline, methods, and contingencies of the proposed work to complete the terrestrial invertebrate surveys. The Draft Work Plan shall be delivered within 20 days of the kickoff meeting, and the Final Work Plan shall be delivered within 15 days of receipt of Government comments. Draft and Final copies of the Work Plan shall be submitted electronically to the CATR and IRs.

### Accident Prevention Plan

The APP shall be provided to document safety procedures, accident risk minimization, and accident response. Draft and Final copies of the APP shall be submitted electronically to the CATR and IRs concurrent with the Work Plan.

Progress Reports shall include a summary of work completed to date, work expected during the next reporting period, and any issues encountered. Progress report timelines shall be initiated with the start of the first field season. Progress reports shall be one to three pages of text, and accompanied by figures, tables, appendices, or spreadsheets, when relevant.

Annual Report shall detail the work conducted over the previous calendar year and include the results of surveys to date, logistical or technical issues, and work to be completed in the coming season. The Draft Annual Report shall be submitted electronically to the CATR and IRs by 15 December 2023. The Final Annual Report shall be submitted within 30 days after receipt of Government comments on the Draft.

Final Report: Upon completion of field work the Cooperator will prepare a report that addresses the research interests outlined in this Cooperative Agreement. The Cooperator shall place the findings of this study within the context of regional invertebrate diversity, pollinator complexes, and food sources. The format of the report shall be organized in a logical manner with distinct sections that provide information to meet the goals and objectives outlined in this Cooperative Agreement. The Draft Final Report shall be submitted electronically to the CATR and IRs by 15 July 2025. The Final Annual Report shall be submitted within 30 days after receipt of Government comments on the Draft.

The report shall detail methods, results, and discussion based on work accomplished. The Recipient shall work cooperatively with the Navy to resolve all comments provided by Navy representatives. The final report shall respond to comments from the CATR and IRs on the draft report within 30 days of receipt of government comments and shall be submitted in Word and PDF formats. The Final Report hard copy is to be submitted unbound to NAVFAC records management with a CD/DVD copy (contact [diane.silva@navy.mil](mailto:diane.silva@navy.mil) for current submission instructions). The CD/DVD shall contain all digital data including source information and GIS affixed to the interior of the submittal. Any maps and photos that are relevant will be included in the report.

The report shall be free of grammatical, spelling, and typographic errors and of a quality acceptable for peer-reviewed scientific journal publication. The CATR may reject the draft if the quality of the report (e.g. writing, presentation, data and/or analysis) is not professional in content or appearance.

## **J. DATA AND PUBLICATION**

1. All data collected under this and previous Cooperative Agreements are the property of the U.S. Navy. Raw data and a copy of each reference cited in the Final Report Literature Cited section shall be submitted concurrent with the Final Report. Raw data should, at a minimum, be submitted in hardcopy format. Literature cited articles or sections may be submitted in hardcopy or electronic copy as convenient and/or efficient
2. GPS data collected shall be submitted as coordinate data. The format of data delivery shall be coordinated with the IRs.

3. Photographs: All digital photographs taken for this study shall be submitted with the Final Report to the IRs, and shall become US Navy property. All digital photo files will be labeled with at least the following information: 1) subject/activity, 2) location (specific place), 3) date, and 4) photographer.

4. Any publications produced from this work must be approved by the IRs prior to submission for publication.

## **K. RELEASE OF INFORMATION**

The Cooperator shall not respond to any inquiries about this Cooperative Agreement from the news media or non-governmental organizations or other persons during the term of this Cooperative Agreement unless it has first consulted with the US Government and a determination appropriately made by the cognizant US Government representative concerning release of information pursuant to the authority (Federal or State) cited by the requester. All inquiries shall be directed to the IRs.

## **L. SAFETY**

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

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

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

the Government Designated Authorities (SW EV Safety Office, CATR, ROICC/FEAD) prior to start of field work activities.

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

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

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

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

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

## **M. HOLD HARMLESS**

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

2. In the event of damage, including damage by contamination, to any US Government property by the Cooperator, its officers, agents, servants, employees, or invitees, the Cooperator, at the election of the US Government, shall promptly repair, replace, or make monetary compensation for the repair or replacement of such property to the satisfaction of the US Government.

## **N. INSURANCE**

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

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

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

3. The Cooperator 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. Cooperator 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 A, Section 2.).

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

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

5. The Cooperator and any of its Cooperators or agents shall deliver or cause to be delivered promptly to the Cooperative Agreement Administrator, a certificate of insurance or a certified

copy of each renewal policy evidencing the insurance required by this Cooperative Agreement and shall also deliver no later than thirty (30) calendar days prior to expiration of any such policy, a certificate of insurance evidencing each renewal policy covering the same risks.

6. In the event that any item or part of the premises or facilities shall require repair, rebuilding, or replacement resulting from loss or damage, the risk of which is assumed under this Section N, the Cooperator shall promptly give notice thereof to the US Government and, to the extent of its liability as provided in this Section N, shall, upon demand, either compensate the US Government for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the US Government may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the Cooperator for such loss or damage under this Section N, the Cooperator shall effect such repair, rebuilding, or replacement if required so to do by the US Government, and such excess of cost shall be reimbursed to the Cooperator by the US Government. In the event the Cooperator shall have effected any repair, rebuilding, or replacement which the Cooperator is required to effect pursuant to this Section N, the US Government shall direct payment to the Cooperator of so much of the proceeds of any insurance carried by the Cooperator and made available to the US Government on account of loss of or damage to any item or part of the premises or facilities as may be necessary to enable the Cooperator to effect such repair, rebuilding or replacement. In event the Cooperator 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 Cooperator, the Cooperator shall promptly refund to the US Government the amount of such proceeds.

## **O. PAYMENTS**

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

2. The final payment of 10 percent of the Cooperative Agreement overall value shall be paid when the final report and all other submittals listed in Section I have been received and accepted by the CATR.

3. Any requirement for the payment or obligation of funds, under the terms of this Cooperative 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 Cooperative Agreement shall be construed as implying that Congress will, at a later time, appropriate funds sufficient to meet deficiencies.

## **P. EXECUTIVE COMPENSATION AND FIRST-TIER SUBCA REPORTING**

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

Unless otherwise directed by the Grants Officer, by the end of the month following the month of award of a first-tier subCA with a value of \$25,000 or more, (and any modifications to these



subCAs that change previously reported data), the Cooperator shall report the following information at <http://www.fsrs.gov> for each first-tier subCA:

- (a) Unique identifier (DUNS Number) for the subCooperator receiving the award and for the subCooperator's parent company, if the subCooperator has one.
- (b) Name of the subCooperator.
- (c) Amount of the subCA award.
- (d) Date of the subCA award.
- (e) A description of the products or services (including construction) being provided under the subCA, including the overall purpose and expected outcomes or results of the subCA.
  
- (f) SubCA number (the subCA number assigned by the Cooperator).
- (g) SubCooperator's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (h) SubCooperator's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (i) The prime CA 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 CA award, and annually thereafter, the Cooperator shall report the names and total compensation of each of the five most highly compensated executives for the Cooperator's preceding completed fiscal year at <http://www.ccr.gov>, if –

- (a) In the Cooperator's preceding fiscal year, the Cooperator received –
  - (i) 80 percent or more of its annual gross revenues from Federal CAs (and subCAs), loans, grants (and subgrants) and cooperative agreements; and
  - (ii) \$25,000,000 or more in annual gross revenues from Federal CAs (and subCAs), 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 Grants Officer, by the end of the month following the month of a first-tier subCA with a value of \$25,000 or more, and annually thereafter, the Cooperator shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subCooperator for the subCooperator's preceding completed fiscal year at <http://www.fsrs.gov>, if

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

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

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

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

**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 produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

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

**END**

**ATTACHMENT A  
SELF-INSURANCE REQUIREMENTS FORM**

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

**1. PUBLIC LIABILITY AND PROPERTY DAMAGE**

a. Required minimum amounts of insurance listed below:

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

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

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

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

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

- Provide evidence of Excess Liability Insurance in the amount necessary to meet or exceed the minimum requirements in Item #1 above.
- The following endorsements are required for Excess Liability insurance policies:
  - a. "The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."
  - b. "The Commanding Officer, Naval Facilities Engineering Systems Command San Diego, CA shall be given thirty (30) days written notice prior to making any material change in or the cancellation of the self insurance program."
  - c. "The United States of America (Department of the Navy) is added as an additional insured in operations of the policyholder at or from the premises licensed/leased from the United States".
  - d. "This insurance certificate is for use of facilities at San Clemente Island or San Nicolas Island under the CA, No. N62473-23-2-0002."

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

**ATTACHMENT A (Continued)**  
**NON SELF-INSURED REQUIREMENTS FORM**

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

**1. PUBLIC LIABILITY AND PROPERTY DAMAGE**

a. Required minimum amounts of insurance listed below:

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

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

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

b. "The Commanding Officer, Naval Facilities Engineering Systems Command, Facilities Engineering Systems 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 San Clemente Island or San Nicolas Island under this CA, No. N62473-23-2-0002."

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.**

## ATTACHMENT B WAWF INSTRUCTIONS

### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(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.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by 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 Central Contractor Registration at <https://www.acquisition.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 must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order: **N62473-23-2-0002**

(1) Document type. The Contractor shall use the following document type(s).

**NAVY CONSTRUCTION/FACILITIES MANAGEMENT INVOICE**

(2) Inspection/acceptance location. The Contractor shall select the following

inspection/acceptance location(s) in WAWF, as specified by the contracting officer.  
 (3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	<b>N68732</b>
Issue By DoDAAC	<b>N62473/ECOMP</b>
Admin DoDAAC	<b>N62473/ECOMP</b>
Inspect By DoDAAC	<b>N62473/ECOMP</b>
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	<b>N62473/ECOMP</b>
Accept at Other DoDAAC	N/A
LPO DoDAAC	<b>N62473/ECOMP</b>
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

[NAVFAC\\_SW\\_ECOMP\\_inspector@navy.mil](mailto:NAVFAC_SW_ECOMP_inspector@navy.mil)

[aaron.j.hebshi.civ@us.navy.mil](mailto:aaron.j.hebshi.civ@us.navy.mil)

(g) WAWF point of contact.

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

**NOT APPLICABLE**

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

**COOPERATIVE AGREEMENT TERMS AND CONDITIONS  
(SEPT 2006 Rev 2)**

**DoDGARs Part 22:**  
<http://www.gpo.gov>

**2 Code of Federal Regulations 200**  
<http://www.ecfr.gov>

**OMB Circulars:**  
<http://www.whitehouse.gov/omb/circulars/>

**ARTICLES**

- 1. Order of Precedence**
- 2. Statutes and Regulations**
- 3. Cost Principles and Audit \***
- 4. Record Retention and Access Requirements \***
- 5. Modification of Cooperative Agreement**
- 6. Prior Approvals and Changes**
- 7. Allowable Costs \***
- 8. Unexpended Balance**
- 9. Overpayment and Earned Interest**
- 10. Future Funding**
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- 16. Nondiscrimination \***
- 17. Cargo Preference \***
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- 19. Profit or Fee \***
- 20. Claims, Disputes, and Appeals \***
- 21. Controlled Unclassified Information**
- 22. Debarment and Suspension \***
- 23. Drug Free Workplace \***
- 24. Standards for Financial Management Systems \***
- 25. Payment \***
- 26. Procurement \***
- 27. Property \***
- 28. Reports \***
- 29. Termination and Enforcement \***
- 30. After-Award Requirements \***
- 31. Cost Share or Match \***
- 32. Resource Conservation and Recovery Act**

\* Refer to 2 Code of Federal Regulations Part 200

## **1. Order of Precedence**

This Cooperative Agreement is subject to the laws and regulations of the United States. Any inconsistency or conflict in the terms and conditions specified in this Cooperative Agreement shall be resolved according to the following order of precedence:

- (a) The Federal statute authorizing this award, or any other Federal statutes directly affecting performance of this Cooperative Agreement.
- (b) 2 Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- (c) These General Terms and Conditions.
- (d) Other terms and conditions contained within this Cooperative Agreement and any attached schedules.

## **2. Statutes and Regulations**

This Cooperative Agreement is subject to the laws and regulations of the United States that apply to assistance instruments including Chapter 63 of U.S. Code Title 31. 2 CFR 200 is hereby incorporated into this Cooperative Agreement by reference. The following OMB circulars, as appropriate, are also incorporated by reference into this Cooperative Agreement:

- (a) 2 CFR Part 220, “Cost Principles for Educational Institutions”
- (b) 2 CFR Part 225, “Grants and Cooperative Agreements for Institutions of Higher Learning”
- (c) 2 CFR 230 “Audits of State, Local Governments, and Non-Profit Organizations”

## **3. Cost Principles and Audit**

2 CFR 220, Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and the OMB Circulars below apply specifically to the Cooperator. The Cooperative Agreement shall be consistent with these authorities:

- (1) 2 CFR 220, “Cost Principles for Educational Institutions”
- (2) A-133 “Audits of States, Local Governments, and Non-Profit Organizations”

Cooperator shall submit a copy of OMB Circular A-133 audit reports to the agency Inspector General (IG) and to DoD (IG).

## **4. Record Retention and Access Requirements**

All financial and programmatic records, supporting documents, statistical records, and other records of Cooperators or sub-Cooperators which are:

- (i) Required to be maintained by the terms of this part, program regulations or the cooperative agreement, or
- (ii) Otherwise reasonably considered as pertinent to program regulations or the cooperative agreement.

## **5. Modification of Cooperative Agreement**

The only method by which this Cooperative Agreement can be modified is by a formal, written and signed modification. Administrative modification(s) to the Cooperative Agreement may be accomplished



unilaterally by the signature of designated Cooperative Agreement Administrative Representative or Awarding Officer. Changes to the express clauses or terms of the Cooperative Agreement affecting price, quality, quantity or delivery of the Cooperator's acts or omissions in performing the Scope of Work shall be the subject of a bilaterally executed modification. No other communications, whether oral or in writing, shall modify this Cooperative Agreement.

**6. Prior Approvals and Changes**

Any program changes to the approved project must comply with 2 CFR 200.308 Revision of Budget and Program Plans.

**7. Allowable Costs**

Cooperative agreement funds may be applied only to those costs allowed under 2 CFR 200 Subpart E & Appendix III for Institutions of Higher Education, or Appendix IV for Non-Profits and Appendix VIII for nonprofits exempt from 2 CFR 200, or Appendices V, VI and VII for Governmental Organizations.

**8. Unexpended Balance**

In the absence of any specific notice to the contrary, Cooperators are authorized to carry forward unexpended balances of funds received to subsequent funding periods.

**9. Overpayment and Earned Interest**

**Overpayment.** Within ninety (90) days after the end date of the Cooperative Agreement, any overpayment of funds shall be remitted to the Administrative Grants Officer (AGO) at the Administrative Office on the Award/Modification document, by check made payable to the Naval Facilities Engineering Command. An overpayment represents the difference between allowable actual expenditures and total disbursements received by the Cooperator.

**Advances and Earned Interest.** Interest earned on any account holding funds advanced under this Cooperative Agreement shall be remitted at least quarterly to the Naval Facilities Engineering Command, 1322 Patterson Ave. S.E., Washington, D.C. 20374-5065, by check made payable to the Treasury of the United States.

**10. Future Funding**

The Government's legal funding obligation is limited to the amount shown as the "Total Obligated on Award," section of the Cooperative Agreement document.

**11. Subagreements**

Cooperator shall comply with 2 CFR 200 Subpart D Post Federal Award Requirements, Subrecipient Monitoring and Management

**12. Officials Not to Benefit**

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Cooperative Agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 22.

**13. Hatch Act**

The Cooperator agrees to comply with the Hatch Act (5 U.S.C. 1501-1508 and 7324 - 7328), as implemented by the Office of Personnel Management at 5 CFR part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

**14. Lobbying**

By signing and submitting this proposal, the Cooperator is providing the certification at Appendix A to 32 CFR Part 28 regarding lobbying.

**15. Environmental Standards**

By accepting funds under this Cooperative Agreement, the Cooperator assures that it will:

(a) Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 comp., p. 799] and Environmental Protection Agency (EPA) rules at Subpart J of 40 CFR Part 32.

(b) Identify to the Cooperator agency any impact that this agreement may have on:

(1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and to prepare Environmental Impact Statements or other required environmental documentation. In such cases, the Cooperator agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.

(2) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501, et seq.), concerning preservation of barrier resources.

(3) Any existing or proposed component of the National Wild and Scenic Rivers system, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271, et seq.).

**16. Nondiscrimination**

By accepting funds under this Cooperative Agreement, the Cooperator assures that it will comply with applicable provisions of the following national policies prohibiting discrimination:

(a) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR Part 195

(b) On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 [3 CFR, 1964-1965 Comp., p.339], as implemented by Department of Labor regulations at 41 CFR part 60.

(c) On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.).

(d) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.

(e) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR Part 41 and DoD regulations at 32 CFR Part 56.

**17. Cargo Preference**

The Cooperator agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulations at 46 CFR 381.7, which require that at least 50 percent of equipment, materials or commodities procured or otherwise obtained with U.S. Government funds under this cooperative agreement, and which may be transported by ocean vessel, shall be transported on privately owned U.S.-flag commercial vessels, if available.

**18. Preference for U. S. Flag Air Carriers**

Travel supported by U.S. Government funds under this cooperative agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

**19. Profit or Fee**

In accordance with 32 CFR 22.205(b), no fee or profit may be charged to this cooperative agreement.

**20. Claims, Disputes, and Appeals**

(a) Cooperator Claims.

Per 32 CFR 22.815, any claims arising out of this agreement must be:

- (1) Submitted in writing to the Grants Officer;
- (2) Specify the nature and basis for the relief requested, and;
- (3) Include all data and relevant facts in support of the claim.

(b) DOD Component Claims.

Claims by a DOD Component shall be the subject of a written decision by the Grants Officer.

(c) Alternative Dispute Resolution (ADR).

The Parties shall use ADR to the maximum extent practicable, and comply with 32 CFR 22.815 ADR policies and procedures.

(d) Grants Officer Decisions.

- (1) Within 60 calendar days after receipt of a written claim, the Grants Officer shall:

(a) Prepare a written decision, which shall include: the reasons for the decision; the relevant facts on which the decision is based; and the identity and mailing address of the cognizant Appeal Authority, and; shall be included in the award file, **or**

(b) Notify the Cooperator of a date when the written decision will be rendered. The notice shall address why additional time is needed.

(2) The Grants Officer's decision is final, unless appealed. In the event of an appeal, the Parties shall endeavor to use ADR procedures to the maximum extent practicable.

(e) Formal Administrative Appeals.

All formal administrative appeals shall comply with the applicable provisions of 32 CFR 22.815(e), Claims, disputes, and appeals.

(1) Appeal Authority. The Assistant Commander for Acquisition is the Appeal Authority to decide formal, administrative appeals under this Grant.

(f) Non-exclusivity of remedies.

Nothing in this section is intended to limit a Cooperator's right to any remedy under the law.

**21. Controlled Unclassified Information**

The parties understand that information and materials provided pursuant to or resulting from this cooperative agreement may be export controlled, sensitive, for official use only, or otherwise protected by law, executive order or regulation. The Cooperator is responsible for compliance with all applicable laws and regulations. Nothing in this cooperative agreement shall be construed to permit any disclosure in violation of those restrictions.

**22. Debarment and Suspension**

Cooperators shall comply with the requirements of DoDGARs Part 25, Subpart C, "Government-Wide Suspension and Debarment (Nonprocurement)", 32 CFR Part 25, Subpart C. The Cooperator shall also include a similar term or condition in any lower-tier covered transactions, as required by DoDGARs Part 25, Subpart B, 32 CFR Part 25 (2004).

**23. Drug Free Workplace**

By accepting funds under this Cooperative Agreement, the Cooperator agrees to comply with the "Government –Wide Drug-Free Workplace (Grants)" requirements specified by DoDGARS Part 26, Subpart B (or Subpart C, if the Cooperator is an individual) of 32 CFR Part 26 (2004), which implements Secs. 5151-5160 of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et. seq.).

**24. Standards for Financial Management Systems**

By accepting funds under this cooperative agreement, the Cooperator agrees to maintain a financial management system that complies with 2 CFR 200 Subpart D Post Federal Award Requirements, Standards for Financial And Program Management

**25. Payment**

Cooperator shall submit any request for payment in accordance with 32 CFR 32.22, Payment, for Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations. Payment will be made in accordance with 2 CFR 200.305 Payment.

For any advance payment the Cooperator must maintain or demonstrate the willingness to maintain the conditions set forth at 2 CFR 200.305 Cooperator is authorized to be paid in advance under the conditions set forth at 2 CFR 200.305.

Reimbursement is the preferred method when the requirements in 2 CFR 200.305 (b) (b) cannot be met. The Cooperator is authorized reimbursements under the conditions set forth at 2 CFR 200.305 for Institutions of Higher Education, Hospitals, Other Non-Profit Organizations and State and Local Governments

**26. Procurement**

Cooperator's system for acquiring goods and services under this Cooperative Agreement shall comply with 2 CFR 200 Subpart D Post Federal Award Requirements, Procurement Standards.

**27. Property**

Title shall vest in, and Cooperator shall manage, property under this cooperative agreement in accordance with 2 CFR 200 Subpart D Post Federal Award Requirements, Property Standards for Institutions of Higher Education, Hospitals, Other Non-Profit Organizations, and State and Local Governments.

**28. Reports**

Cooperator shall maintain and submit reports in accordance with 2 CFR 200 Subpart D Post Federal Award Requirements, Performance and Financial Monitoring and Reporting for Institutions of Higher Education, Hospitals, Other Non-Profit Organizations and State and Local Governments.

**29. Termination and Enforcement**

This award is subject to 2 CFR 200 Subpart D Post Federal Award Requirements, Remedies For Noncompliance, for Institutions of Higher Education, Hospitals, Other Non-Profit Organizations, and State and Local Governments.

**30. After-Award Requirements**

Closeouts, subsequent adjustments, continuing responsibilities, and collection of amounts due are subject to the requirements in 2 CFR 200.343-345 Subpart D Post Federal Award Requirements, Closeout, Post-Closeout Adjustments and Continuing Responsibilities, and Collection of Amounts Due for Institutions of Higher Education, Hospitals, Other Non-Profit Organizations and State and Local Governments.

**31. Cost Share or Match**

Any cost share or cost match agreements shall comply with 2 CFR 200.306 for Institutions of Higher Education, Hospitals, Other Non-Profit Organizations, and State and Local Governments.

**32. Resource Conservation and Recovery**

Cooperator shall comply with the requirements contained in 2 CFR 200.322 Procurement of Recoverd Materials..

[End of Items]