

**SCOPE OF WORK FOR
Sensitive Plants Research Orcutt's Spineflower Management and Protection,
Naval Base Point Loma, San Diego, CA
N62473-23-2-0008
March 2023**

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A. PURPOSE

Naval Base Point Loma (NBPL) houses multiple sensitive plant species, most notably:

- *Chorizanthe orcuttiana* (federally listed under the Endangered Species Act (ESA)),
- *Plantathera* (formerly *Piperia*) *cooperi* (not yet listed, but may be proposed for listing under the ESA and the majority of the population resides on NBPL), and

Research and adaptive management of these species and their ecological requirements is critical to fulfill the Navy's requirements under the Endangered Species Act and Sikes Act, and to protect the military mission by precluding further regulatory encumbrances.

The current study will:

- Assess population trends and ecological requirements of *Plantathera cooperi* and *Chorizanthe orcuttiana* in a manner conducive to long-term monitoring and comparison;
- Continue annual monitoring of species utilizing methodology developed in prior Agreements. Implement plots of invasive control and natural vegetation community restoration in areas with/near the target species, or thought to potentially retain a seed bank of the species to quantify the effects on the species;
- Quantify the effects of invasive species / vegetation management on the sensitive species;
- Experiment with propagation and transplantation of the sensitive species, and provide refined, specific, detailed protocols and guidelines for successful propagation and transplantation of each species;
- Assess and improve the condition of the seed bank of both species in terms of abundance and longevity;
- Research and develop specific restoration methods most effective in aiding management of each sensitive species;

The combination of these actions will fulfill the Endangered Species Act and Sikes Act requirement to safeguard existing populations, enhance understanding of the species' ecological requirements and enhance Navy mission capability and species viability.

B. LOCATION

Naval Base Point Loma is primarily located on the Point Loma peninsula at the entrance to San Diego Bay in metropolitan San Diego. The peninsula is approximately four (4) miles west of downtown San Diego. The Point Loma peninsula extends four (4) miles south into the Pacific Ocean, and provides shelter to San Diego Bay. The terrain, deeply cut by steep canyons, contributes to the peninsula's high visibility. Slopes of 40 to 75 percent are common throughout the peninsula, with some areas of dramatic pitch. The ridge of Point Loma averages 375 feet above mean sea level. The rugged coastline is composed of eroding sandstone cliffs and is characterized by wide rocky benches, boulder fields, and small sandy beaches. Three of the major tenant command complexes (SUBASE, SSC, FCTCPAC) occupy most of the land on the southern half of the Point Loma peninsula. The northern half of Point Loma peninsula is occupied by residential neighborhoods, Point Loma Nazarene University; a support facility for the University of California, Scripps Institution of Oceanography; Sunset Cliffs Park; and Shelter Island.

Chorizanthe is found at four locations on NBPL and *Plantathera* at one. Until recently, these were the only known extant populations of this species remaining. A few small populations in and around Torrey Pines have been found in the past few years, but the NBPL populations remain the largest and most viable. The *Plantathera* population on NBPL is the largest known extant population.

C. DESIGNATED REPRESENTATIVES

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

2. The Cooperative Agreement Technical Representative (CATR) is Chris Gillespie, Natural Resources Specialist, Naval Facilities Engineering Command, 750 Pacific Hwy, 12th Floor San Diego, CA 92136-5198; telephone (619) 705-5668, and email: Christopher.t.gillespie2.civ@us.navy.mil.

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

3. The Installation Representative is Caroline Jurca, Natural Resources Specialist, 140 Sylvester Rd, Naval Base Point Loma, San Diego, CA, 92106; telephone (619) 532-2686, and email: Caroline.E.Jurca.civ@us.navy.mil

The Installation Representative is responsible for providing the CAA, via the CATR, the technical requirements for this Cooperative Agreement's scope of work specifications. The Installation Representative has no authority to make any changes to the Cooperative Agreement only the CAA may effect any change to this Cooperative Agreement. The Installation Representative has no authority to direct or change any work identified in this Cooperative Agreement.

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

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

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

D. PERIOD OF PERFORMANCE

The base period of performance covered by this Agreement consists of one (1) 12 month Base Period, four (4) Option Years, and two (2) Option Tasks exercisable up to four (4) times each. The awarding of any Option Year or Option Task is subject to the availability of funds and may be awarded unilaterally by the Government.

A fifteen (15) day period, starting on date of award, will be used for the Recipient to provide preliminary documents to the CAA and CATR. Documents include, but are not limited to, Insurance documents/certificates, Accident Prevention Plans/Site Health and Safety Plans (as applicable), Draft

Work Plans, etc. Recipient may not begin performance until preliminary documents are submitted and accepted/approved as appropriate.

E. MATERIAL AVAILABLE FOR REVIEW

Upon award, Recipient and/or his/her representative(s) will have access to additional materials through the CATR or Installation Representative. The Recipient shall pay for or replace any items borrowed that are damaged, stolen or lost. Additional materials available for review include:

1. Aerial photographs and GIS maps of NBPL and its resources
2. Natural and Cultural Resources Management Plan(s)
3. Additional reports on *Chorizanthe orcuttiana* and *Plantathera cooperi* from monitoring currently being conducted.

F. GENERAL REQUIREMENTS

1. The Recipient shall be responsible for providing all materials, equipment and supplies used in this study. The Recipient shall be responsible for the selection, development and implementation of all control and monitoring techniques/methods. The Recipient shall use methods and equipment in accordance with Federal and State laws.
2. The Recipient shall provide all transportation, meals, and lodging for himself/herself and his/her personnel as well as all labor, equipment and analysis necessary to complete the work. No Government furnished equipment or on-site labor/support will be provided for this project. All equipment is subject to the inspection by and approval of the Installation safety officer.
3. The Recipient shall provide all equipment (unless otherwise stated) and analyses necessary to complete the work described within this Agreement. All data (raw and associated files), photographs, and equipment > \$5000 per unit in value and supplies > \$5,000 in aggregate value purchased with Agreement funds (including computer software) shall become the property of the Department of the Navy (DoN) at the end of the Agreement. Equipment is defined as “tangible nonexpendable personal property including exempt property charged directly to the award having a useful life of more than one year.” Supplies are defined as “All personal property excluding equipment, intangible property, and debt instruments, and inventions of a contractor conceived or first actually reduced to practice in the performance of work under a funding agreement ("subject inventions"), as defined in 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements." (**DoD Grant and Agreement Regulations, DoD 3210.6-R#**)
4. The Recipient shall visit the study area as often as necessary and within the time limits stated below to accomplish the purposes of the Agreement as detailed further in this Scope of Work. It is the Recipient's responsibility to obtain security and entrance clearances and camera passes for himself/herself and his/her personnel onto the Installation. The Recipient must comply with all security rules, regulations, requirements, and day-to-day operational changes thereto. Unannounced changes to day-to-day operational procedures may, at times, prohibit the Recipient access to study sites. While on the installation, the Recipient shall abide by all applicable rules and regulations issued by the Commanding Officer. The Recipient may be subject to inspections for contraband while on Government property.
5. The Recipient shall manage the total work effort and assure fully adequate and timely completion of

services required under this Agreement. Included in this function shall be a full range of management duties including, but not limited to, planning, scheduling, inventory, analysis, quality control, and for meeting professional industry standards for conducting research and management of endangered plant species.

6. At no additional cost to the Government, the Recipient shall be in possession of all necessary permits from state and federal regulatory agencies (i.e., California Department of Fish and Game, U.S. Fish and Wildlife Service (USFWS), National Marine Fisheries, etc.) necessary to conduct the activities stipulated in this Agreement.

7. Any member of the team who will provide herbicide application must hold a California Qualified Applicator's license. Identification of individuals conducting work requiring licenses/permits, and a copy of all required permits and licenses must be submitted with the proposal.

- a. Integrated Pest Management shall be used to control invasive species threatening *Chorizanthe orcuttiana* populations for one full year / growing season. Non-chemical methods shall be considered and used if practical. Herbicides may be used if cost-efficient and environmental safe.
- b. Chemical control of vegetation shall comply with OPNAVINST 6250.4B, the Navy/Marine Corps Pest Management Program Instruction, and OPNAVINST 5090.1C, Chapter 17, which covers pesticide compliance ashore. Chemical control of invasive exotic plant species shall entail the use of an effective herbicide using environmentally-safe application methods. All herbicides shall be approved for use by the NAVFACSW pest management consultant, registered for use in California, and added to the installation authorized use list (AUL) prior to first application, and applied in a manner consistent with the pesticide label.
- c. The Contractor shall submit records of herbicide applications by date, location, and amount monthly. The records shall be submitted online in the Navy Online Pesticide Reporting System (NOPRS) and as part of status reports. The CATR will arrange for an account and access to NOPRS upon award of this Agreement, along with instructions for entering data.

8. Due to the complexity of work, the Recipient shall provide the following personnel with the following minimum qualifications. Experience must be demonstrated and described in resumes with details including hours and activities. Experience must be equivalent to the full-time requirements described below. (One individual can serve in multiple roles, provided they fulfill the designated requirements for those roles.)

- a. Principle Investigator/Project manager: The Recipient shall designate one person as responsible for leading the research under this Agreement, designing the study, guiding statistical analyses, conducting literature reviews and analyses/interpretations of current study data in light of management implications and the broader scientific perspective. This individual shall have ultimate responsibility for the scientific and statistical accuracy of this study, and its contribution to science and management understanding and effectiveness for the subject species. This individual shall have, at a minimum:

- 1) Masters of Science in botany, plant ecology, zoology, biology, ecology, wildlife management or a related field experience from an accredited college or university, including advanced statistical courses.

OR

Bachelors of Science degree in botany, plant ecology, zoology, biology, ecology, wildlife management or a related field experience from an accredited college or university, plus five (5) years of experience conducting research similar to this scope of work with *Chorizanthe orcuttiana* or a similar/related species.

2) Three (3) years of full-time experience leading research on plant life cycles, ecology, limiting factors, and population dynamics including: designing research studies, conducting statistical analyses to test results, and summarizing ecological literature in scientific journal articles or project reports. Products from this work should demonstrate the implication of results to science, and indicated the prioritization of action recommendations.

3) A permit, or the ability to obtain a permit prior to activities requiring a permit, to collect and propagate *Chorizanthe orcuttiana* and any other sensitive species for which this is, or becomes a requirement during the course of the study.

4) Three (3) months of experience identifying *Chorizanthe orcuttiana*, *Piperia cooperi*, and *Corethrogyne filaginifolia* varieties in the field in both vegetative and reproductive growth stages and distinguishing them from species similar in appearance. Experience can consist of working with similar species, sub-species, and varieties, as long as it is similar enough to allow for USFWS permitting necessary for collection and propagation for this project. (Permit should be held by the person in charge of field and propagation activities.)

b. Assistant/Field Technician: The Recipient shall designate one person as responsible for overseeing daily and on-site project and personnel supervision. This includes logistics, safety, and implementation of study design, quality control, scheduling, and meeting reporting deadlines. This person shall have, at minimum:

1) Bachelor of Science in botany, plant ecology, zoology, biology, ecology, wildlife management or a related field experience from an accredited college or university.

2) Two (2) years of experience monitoring, restoring habitat and controlling erosion in coastal sage scrub and maritime succulent scrub communities. Experience must be from coastal areas with similar vegetation communities in southern California. Experience should include propagating and out-planting of container stock, and monitoring and maintenance of restoration sites to meet targeted success criteria.

3) Two (2) years of experience managing project and program budgets, overseeing field crews, handling logistics, and providing excellent customer service and timely communications.

4) The primary role of the Project Manager is to run the staffing, budget, schedule, and logistics of the overall project; and to act as the primary Recipient liaison with the Navy USFWS to provide timely updates and management of reporting, comments, and inter-agency coordination.

5) Six (6) months of experience mapping plant communities in southern California and producing maps using ArcGIS and/or Arc/Info GIS software.

- 6) One (1) year of experience propagating similar sensitive plant species in a nursery setting.
9. The Recipient shall provide the CAA (via the CATR) the names of persons and copies of their resumes being considered for work under this Agreement. The Recipient shall not replace or substitute any staff member without prior written approval by the CAA.
10. The Recipient shall work closely with the CATR and Installation Representative in planning and carrying out all field investigations.
11. The Recipient is responsible for obtaining access to the installation. The Recipient shall provide the CATR, Installation Representative and security personnel with all information needed to obtain badges for access to the installation. Information needed includes (but is not limited to) project personnel names, dates of birth, city of birth, citizenship, proof of residency if not a U.S. citizen, identifying information and vehicle insurance for any vehicles to be used on the project. The Recipient shall allow sufficient time to obtain badges without interfering in the logistics of the project. The process may take four (4) to six (6) weeks.
12. Prior to entering the field each day, the Recipient may be required to notify Security by telephone as to the area or areas where work will be accomplished (depending on the location within the Installation). Full requirements and arrangements can be obtained through Security at 619-770-9373. If this requirement is in place, upon returning from the field, the Recipient shall check-in with Security by telephone or in-person.
13. The Recipient/Contractor will provide field schedules for any work on the installation to the COTR and Installation Biologist at least one (1) week in advance via email. Modifications less than one (1) week out will be provided immediately to the CATR and Installation Biologist via telephone and email.
14. Unexploded ordnance may be encountered while conducting fieldwork. The Recipient shall not touch or attempt to pick-up any suspected ordnance. If ordnance is in a place that the Recipient cannot avoid, the Recipient shall place flagging in the general area of the ordnance and notify the Explosive Ordnance Disposal Safety Officer at 619-553-0670 of the exact location of the ordnance as soon as possible. The Recipient shall also notify the CATR immediately after notifying the Explosive Ordnance Disposal Safety Officer.
15. Due to the classified nature of the activities on the Installation, only those areas directly associated with the specifications of this Agreement may be visited. Restricted areas will only be entered by special permission.
16. Gates have been installed on various roads. When closed, they are not to be ignored or circumvented for any reason. If Agreement work is required behind a locked gate, contact the Security at 619-770-9373.
17. Prior to accessing the Installation the Recipient shall meet with a designated Natural Resources representative to review the guidelines for conducting research on the Installation. This meeting can be conducted as part of the kick-off meeting.
18. Photography is restricted on the Installation. The Recipient and all of his representatives are required to obtain a photo pass from the Installation Public Affairs Office at 619-553-7175 prior to taking any photographs on the Installation. Only photographs of Agreement-related activities will be permitted.

19. Smoking is not allowed in the non-developed areas while individuals are working on the Installation.
20. The Recipient shall conduct literature reviews, field investigations and interviews with experts and authorities as necessary to accomplish the work described within this Agreement. The Recipient shall, in particular, attempt to contact and utilize information from the local offices and other professionals who are experienced in the research and management of the target species.
21. The Recipient shall review pertinent files at the Installation and past research conducted at the Installation. The Recipient shall coordinate with the CATR and Installation Representative in planning and carrying out field activities.
22. All parties involved in this Agreement agree to comply with all applicable laws and regulations pertaining to the provision of safe and respectful workplace and to provide a work environment free of harassment and intimidation for such party's own employees and third parties.
23. All work conducted in support of this Agreement shall comply with all federal laws applicable to the Installation including, but not limited to, the Endangered Species Act, the Clean Water Act and the Migratory Bird Treaty Act.
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 speaker phone systems are authorized. Installation Security personnel can issue military motor vehicle citations to operators in violation of this policy. These citations result in a three-point penalty assessed to the violator's driving record and if a driver accumulates twelve points within a twelve month period or eighteen points within a twenty-four month period he/she is subject to suspension of Installation driving privileges for one year. Additional details on the Installation's cell phone policy can be obtained through Security at 619-770-9373.
25. The data obtained during this Agreement shall be scientifically defensible and suitable for publication. All methods of data collection and analyses shall be standardized with previous studies conducted for this species at the Installation, or when appropriate, analyzed using acceptable new or improved methods as determined in current scientific literature(s). If changes in analyses make results unfit for comparison with previously collected data, the Recipient shall reanalyze all appropriate data sets for comparison. The CAA shall approve (via the CATR) in advance any changes to previously used experimental designs, methods of data collection and/or analyses, which shall be provided in the Recipient's required Work Plan. The CATR or Installation Representative, at their discretion, may subject draft work plans, draft reports or draft manuscripts to external peer review.
26. The Recipient is required to submit a proposed field schedule in writing to the CATR and Installation Representative prior to work start as part of the Work Plan. The schedule will identify by date, time, personnel, and location when sites are to be visited. Any variation(s) will be telephoned and/or emails to the CATR and Installation Representative at least 48 hours in advance of any changes.
27. In order to avoid impacts to federally listed, rare, or endemic plants the Recipient must coordinate all vegetation and ground disturbing activities with the Installation Biologist at 619-532-2686. Under no circumstances are any federally protected plants to be disturbed and/or destroyed when completing the work required in this Agreement. The Recipient shall ensure that all footwear, backpacks, clothing, vehicles and equipment transported to the Installation are clean of weed seed.

28. No ground disturbing activities are to take place without the concurrence from the Cultural Resources Program Manager at 619-532-2800 or 619-532-3146. Under no circumstances shall the Recipient violate the Archeological Resources Protection Act. If any objects are found that appear to be cultural or archeological resources contact the Cultural Resources Program Manager. If the Recipient accidentally disturbs an archeological and/or cultural resources site, the Recipient shall leave the site immediately (as intact as possible) and contact the Cultural Resources Program Manager.

29. No buildings will be modified or altered without permission from the Installation Public Works Officer and the Architectural Historian. The Recipient shall not violate the National Historic Preservation Act. The Architectural Historian can be reached at 619-532-2800 or 619-532-2819. The CAA must be notified immediately of any anticipated modifications or alterations to buildings.

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

31. The Recipient shall inform the CATR and Installation Representative via e-mail of any unusual activity observed while conducting surveys in the field (e.g. trespassers or persons in unauthorized areas). Information should include (a) location, (b) date, (c) time, and (d) any detailed facts regarding the activity. In addition, information regarding trespassers should be reported to Security at 619-770-9373 as soon as possible.

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

33. The Recipient shall, throughout the term of this Agreement, provide for and coordinate with the CATR and the Installation Representative the opportunity for substantive involvement in the Recipient's activities, to review computer or paper files of raw data, prepared data (such as data analyses, summaries, maps, figures, tables, etc.), or any record deemed appropriate by the CAA in establishing the Recipient's performance in fulfilling the requirements of this Agreement.

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

G. SPECIFIC REQUIREMENTS

Work to be performed:

Specific requirements are broken out Base Year and four (4) Option Years may be exercised, describing

both the time period and work required. The Base Year and each Option Year includes both Task 1 and Task 2. There are also two (2) Option Tasks that can be awarded separate from the Base and Option Years. Each option task (Option Task 1 and Option Task 2) may be awarded up to four (4) times.

Task 1. Sensitive species and habitat management (intensive management at five sites of *Chorizanthe orcuttiana*, and baseline management at one large site of *Platanthera cooperi*) Base Year and four (4) 12 month Option Years.

Objective:

Implementation of successful monitoring and adaptive management strategies at all sites that support sensitive species for 12 months.

Work on past Cooperative Agreements has resulted in the development of a preliminary set of management strategies. These have been tested at subset of the sites and have shown promise to increase the number of plants, improve plant fitness, and optimize the area of occupancy of the sensitive species. These strategies can now be, in this Agreement: (1) augmented, and (2) implemented at sites that were not part of the test/development process. The actions include careful and strategic removal of competition from aggressive vegetation and strategic intervention to prevent loss of seeds of sensitive species from the sites and use of provenance-specific seeds for conservation purposes. A critical mass of sensitive plants must be built at each site that can support a self-sustaining population. Effort on previous cooperative agreements's have seen success in increasing annual population numbers at each site. This, however, requires constant and consistent monitoring of populations, fitness, and environment and adaptive management at the right time during the growing season in order to maximize success.

Task 2. Seed bank longevity, viability, and bulking
Base Year and four (4) 12 month Option Years

Objective:

Test *in situ* and *ex situ* viability of seeds by conducting comparing the integrity and viability of seeds incubated under natural and controlled environment conditions. Develop best practices and methods for bulking seeds *in situ* and *ex situ*.

Chorizanthe is an annual species that depends on successful seed production to maintain populations. Low seed viability has been identified as an issue for survival of the species. Through use of lab and controlled field studies on the preceding cooperative agreements, methods for increasing both seed production and viability have been developed. This Agreement will expand this work to native populations under less controlled environments. The information generated from these tests will allow development of strategies for long term preservation of the species by identifying the best seed storage practices, seed viability testing methods, and seed bulking methods. To employ a combination of strategies that diversify the conservation action options, a variety of seed bank storage (*in situ*, *ex situ*, *in vitro*) and bulking strategies must be considered and optimized.

Option Task 1. Invasive plant management (for larger woody plants) and native plantings (as buffers) in extended zones.

Option 1 may be exercised up to four (4) 12 month periods

Objective:

Remove larger invasive taxa (such as acacia) from external boundaries and peripheries of sensitive habitats as a forward-thinking strategy. And, establish native plant buffers in areas where invasive species are removed to reduce the need for continuous intensive interventions overtime.

Although the areas immediately next to the sensitive species populations are first priority for management and improvement (part of Task 1), the next zone out requires management over time to secure the sensitive sites in a self-sustaining manner. The strategy of implementing the control of aggressive / invasive species by following an outward extension method allows improvement of habitats in an efficient manner by protecting the most proximal zone first and then expanding the area of influence into distal areas.

Option Task 2. Fine-scale GIS mapping of individual plants and populations of sensitive species (*Chorizanthe orcuttiana* and *Platanthera cooperi*).

Option 2 may be exercised up to four (4) 12 month periods.

Objective:

Document fine (i.e., cm) scale geolocation of each individual plant to calculate the density of plants and the total extent of populations. Map survey/search routes to document the history of search areas outside of the known extent of occurrences.

Documenting the density and number of total plants at each site is a critical component of sensitive species monitoring and management. Along with GIS mapping of the extent of each population, documenting the distribution patterns of the species, and surveyed areas within each site informs the testing and development of management strategies. Such documentation is also required for informing species recovery strategies and plans. The Navy has supported detailed mapping of their populations in past Agreements and is the primary source of this type of documentation, which has served to inform the efforts of USFWS and USGS to protect the populations that are on non-Navy lands.

H. MEETINGS/COORDINATION

1. The Recipient or his/her designee will attend a kick-off meeting with the CAA, CATR and Installation Representatives to ensure coordination of activities. The CATR or Installation Representative shall arrange the meeting.
2. The Recipient shall be available for meetings and site visits with the CATR and Installation Representative throughout the course of this Agreement, as well as with USFWS.
3. The Recipient shall make a digital and oral presentation of the final report on Installation at a date, time and location to be mutually determined between the CATR, Installation Representative and the Recipient. This meeting is for informational purposes, no reporting changes will take place as a result of this meeting without CAA approval.
4. The Recipient shall be available throughout the Agreement period for consultation with the CATR and Installation Representatives on matters regarding *Chorizanthe orcuttiana*; *Plantathera cooperi*, and sensitive NBPL native habitats / restoration.

I. SUBMITTALS and SCHEDULES

1. Submittals will be made to the CATR, with courtesy copy to the Installation Representative for digital submissions. Electronic copies of all submittals/schedules/deliverables (examples include, but are not limited to, draft/interim/final reports, progress reports/monthly reports) will be provided to the Cooperative Agreement Administrator for retention in the official agreement file.

2. Submittal/Deliverable Standards: All submittals/deliverables are expected to be of the highest professional quality and will be rejected (and will require additional submission and comment periods) if any of the following exists:

- a. there are typographical errors, spelling, or grammar mistakes; or
- b. results and discussion are not tied directly and continually to natural resource management concerns of the installation; or
- c. the document is not organized in a manner that flows well; or
- d. the document does not provide appropriate context, background, literature review, and comparison to other relevant studies, locations, and similar species; or
- e. the appropriate style guide is not adhered to (in most cases this is the JWM or CSE); or
- f. maps do not show the extent of the population, including sub-populations, and population numbers; or
- g. maps do not include invasive plant treatment sites by plant species, habitat enhancement or treatment method; or
- h. maps do not contain sufficient information on landmarks to enable one to locate all treatment and monitoring areas shown without other navigational tools; or
- i. maps do not contain north arrows, road layers and road and building names and numbers; or
- j. maps do not include professional symbology to enable easy summarizing, reading, and wayfinding; or
- k. GPS/GIS data from the study is not SDSFIE compliant, turned-in for review and use, or does not include sufficient metadata for future use by the installation and other researchers; or
- l. supporting field data and photographs are not supplied digitally with appropriate identifying information and formatting in line with Section I.3 below; or
- m. the report is overly long without summarizing information into easily accessible key findings/main conclusions and specific, actionable recommendations.
- n. The report does not relate the current study to broader scientific knowledge, and explain the research findings in the context of how they add to currently existing knowledge, or how they should be interpreted based on what is known from other studies, with a full reference list and PDF copies of the listed references.
- o. The information provided is not scientifically defensible / publishable (including industry standards for methodology and documentation).

NOTE that the CATR is responsible for identifying the appropriate style if JWM or CSE is not acceptable.

3. Requirements for supporting data:

- a. Data. Digital copies of all raw data, data sheets and electronic databases (including GIS data) shall be submitted as appendices with the draft and final Annual Report. Electronic databases shall be submitted on a labeled CD-ROM in a pocket affixed to the draft and final Annual Report.
- b. Maps:

- 1) All maps created for this Agreement shall be incorporated in the draft and final reports. All maps shall be printed on 8.5 by 11-inch paper or 11 by 17-inch paper folded to match the size of the report(s).
- 2) All maps shall be printed at an acceptable scale using a California State Plane Zone projection, in U.S. Survey Feet or Universal Transverse Mercator, North American Datum 1983 (NAD83) . Electronic copies of all maps shall also be provided.
- 3) All maps created for this Agreement shall contain the following information: title, scale bar, legend, date, north arrow and notation identifying who prepared the map and where the information displayed came from.
- 4) Maps must include invasive plant treatment sites by plant species, habitat enhancement or treatment method.
- 5) Maps must contain sufficient information on landmarks to enable one to locate all treatment and monitoring areas shown without other navigational tools.
- 6) GPS/GIS data from the study must be SDSFIE compliant, turned-in for review and use, and include sufficient metadata for future use by the installation and other researchers.

c. Photographs: The Recipient will document and record pertinent aspects of the work using a digital camera. The Recipient will identify camera used. Photographs or slides of activities documented shall be included with status reports when appropriate. Photographs documenting all aspects of work shall be submitted as an appendix to the draft and final report on CD ROM. All digital film or original slides taken for this project shall become DoN property All photographs shall become DoN property and shall be submitted with the final report. All photographs shall be appropriately labeled with information to include:

- 1) date
- 2) location (specific place and Installation)
- 3) subject/activity
- 4) activity documented,
- 5) identification of any people in the picture
- 6) photographer

d. Bound reports shall use "perfect" binding with the report title, agreement number, date and author clearly and permanently affixed to the spine of the binding. Alternative submittal formats are acceptable if mutually agreed to by the Recipient, CATR and Installation Representative.

4. Submittals:

a. Draft Work Plan: The Recipient shall present a draft work plan within fifteen (15) days of award of this Agreement. The draft work plan will include field survey methods, protocols, and a timeline for conducting the work. The draft work plan shall also include a copy of all required permits and/or letters requesting permits for collection of threatened or endangered species. The draft work plan will be reviewed by the CATR and Installation Representative, and the CATR and Installation Representative will provide the Recipient their respective comments, suggestions, or edits (if there are any) within fifteen (15) calendar days from receipt of the draft work plan. The work plan shall include (but not be limited to):

- 1) Project schedule and milestones

- 2) Agreement personnel and their roles, responsibilities, and qualifications
- 3) Monitoring methodologies to be used for each species, the specific purpose and history of each methodology, and how they compare (and will be compared for statistics and conclusions purposes) to previous or other currently used methodologies
- 4) Habitat management and enhancement methods and plans for each species
- 5) Literature search results to further the understanding of each species' ecological requirements and limiting factors
- 6) Inter-agency coordination with step by step plan and timeline for documentation and research required to move research on Chorizanthe recovery and propagation forward
- 7) Propagation measures and methods to be tested, and quality control measures for propagation to ensure adaptive management for success and safeguard limited seed resources
- 8) Permits required for collection and propagation specific to this project
- 9) Measures to minimize negative impacts of monitoring or management on the populations
- 10) Recommendations for making the research and management as efficient and effective as possible
- 11) Quality control measures, including how data will be collected, stored, backed-up, and quality control measures that will be applied to data, analyses, and documents

b. Final Work Plan: The Recipient shall incorporate all comments, suggestions, or edits (if there are any) provided by the CATR and Installation Representative in the "Final Work Plan", and the Recipient shall submit (electronically via email) the "Final Work Plan" within fifteen (15) calendar days from the date the Recipient received the review comments provided by the CATR and Installation Representative. If the CATR and Installation Representative do not have any comments, suggestions, or edits on the draft work plan, the document shall be resubmitted marked "Final Work Plan" under this Agreement. The work plan must be approved by the CATR and Installation Representative prior to the initiation of any work on the Installation.

c. Status Reports: The Recipient is required to submit monthly status reports to the CAA, CATR and Installation Representative in an email. The status reports shall be due on the 10th of each month during field work. The status reports shall include the following:

- 1) Report Title
- 2) Recipient name and Cooperative Agreement number.
- 3) Date of report.
- 4) Work completed to date including name(s) of persons involved in project dates of meetings
- 5) Brief summary (as appropriate) of:
- 6) Areas visited. Include maps or exhibits when referencing study plots, monitoring locations, or species general locations.
- 7) Data collected / Actions Taken

- 8) Person-hours worked and staff on-site
- 9) Preliminary Findings or Conclusions
- 10) The special significance of any of the above
- 11) Work proposed for next month
- 12) Problems encountered that need attention from the CATR and Installation Representative
- 13) Suggestions

d. 10(a)(1)(A) Reports: In accordance with USFWS survey protocol and/or 10(a)(1)(A) permit requirements, the Recipient is required to submit a final report to the USFWS that depicts survey dates, and times and includes descriptions or accounts of methods, locations, data and information identified in the survey protocol. The Recipient shall submit a draft of this report to the CAA, CATR and Installation Representative for review within 30 days following the completion of the survey effort but at least 15 days prior to submittal to the USFWS.

e. Draft Annual Report: The Recipient shall provide four (4) bound hard copies and two (2) digital copies (either on cd or available on a password-protected website or ftp site) of the draft report not later than 15 months after the start of the Agreement. The draft report shall be a complete document that has been proofread for spelling and grammatical errors and contains all text, figures, graphics, photographs and tables provided for review. The draft annual report will be reviewed by the CATR and Installation Representative, and the CATR and Installation Representative will provide the Recipient their respective comments, suggestions, or edits (if there are any) within 30 days from receipt of the draft annual report. The draft report shall be submitted in scientific format and shall include the following (see Attachment A):

- 1) Title page showing title, date, cooperative agreement number, Installation Representative and CATR contact information;
- 2) Sub-title page showing title, prepared by listing, prepared for listing, date, and recommended citation;
- 3) Table of contents (with list of figures and tables)
- 4) Executive Summary with bulleted key findings and action items;
- 5) Introduction
- 6) Methods
- 7) Results
 1. (Including: inter-agency coordination results with step by step plan and timeline for documentation and research required to move research on Chorizanthre recovery and propagation forward
- 8) Discussion
- 9) Conclusions (which relate back to key findings and action items).
- 10) Supporting digital files of data, photographs, and GIS data

f. Final Annual Report: The Recipient shall incorporate all comments, suggestion, or edits on the draft Annual Report to the Final Annual Report. The Recipient shall submit the Final

Annual Report within thirty (30) days from receipt of all comments. The government will have 30 calendar days from receipt of draft final report(s) (incorporating comments) to review the final report to ensure comments were addressed. If review and acceptance by government is not completed within the 30 calendar day review period the document will be deemed to be constructively accepted and submission of final deliverables will begin. Only the CAA has the authority to make changes to the 30 calendar day review period.

g. Project schedule and submittal table: Below (Table 2) is a summary of the expected project timeline and submittal requirements stipulated above.

Table 2: Expected Project / Submittal Timeline

Work Step/Submittal	Schedule Expectations for submittal to Navy
Draft Work Plan, Health and Safety Plan/APP, and required insurance documents	15 calendar days after award of this Agreement
Government comments on draft work plan and health and safety plan/APP	15 days after submission
Final work plan and health and safety/APP documents	15 calendar days after comments received
Field work	~Oct. through Aug. of the following year
Status reports and required herbicide usage reporting	By the 10 th of each month during field work
Draft final report	~15 months after award
Government comments on draft final report	30 days after submission
Final report	30 days after comments received
Final oral presentation of results	After the final report has been received and accepted, prior to 18 months after award of this Agreement
Draft 10(a)(1)(A) USFWS reports (when appropriate)	Within 30 days following the completion of field work, but at least 15 days prior to submission to USFWS
Any proposed professional, scientific or non-scientific reports, papers, or presentations arising out of work under this Agreement	At least 30 days prior to submission / presentation

J. DATA AND PUBLICATION

1. This Cooperative Agreement is subject to, and Recipient shall comply with, 32 CFR 215.31 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 Naval Base Point Loma."

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 Recipient shall be responsible for ensuring all personnel participating in activities under this Agreement have read and acknowledged the DATA AND PUBLICATION provisions of this Agreement, and are given appropriate recognition in publications.

K. RELEASE OF INFORMATION

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

L. SAFETY

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

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

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

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

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

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

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

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

M. HOLD HARMLESS

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

Agreement.

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

N. INSURANCE

1. At the commencement of this Cooperative Agreement, the Recipient shall obtain, from a reputable insurance company or companies satisfactory to the Government, comprehensive general liability insurance. The insurance shall provide an amount not less than a minimum combined single limit of \$1,000,000.00 for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting 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 this Section M, including coverages specified in Attachment B hereof. Recipient shall also provide a copy of the exempting statute cited in support of its claim of self-insurance pursuant to Section 2 of Attachment N to this Cooperative Agreement. (The self-insurance clause is applicable only to appropriate state and local governments and qualifying institutions of higher education who provide evidence of a self-insurance program in accordance with this Section and Attachment B, Section 2.)

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

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

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

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

O. PAYMENTS

1. Partial payments equal to the amount of work accomplished may be made 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.

Financial Reporting: The Recipient will be required to account for interest or other income earned annually. Investment income on the account principal will be used to fund eligible account purposes consistent with Title 16 U.S.C. § 670c-1(b)(2)(B), and the terms of the Cooperative Agreement.

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

Financial Reports	Reporting Period	Due Date
Request for Advance or Reimbursement (SF270)	Submitted with any invoice on WAWF for Advance or Reimbursement	Contemporaneous with any invoice submitted on WAWF
Final Financial Status Report (SF425 marked final in box 6)	Period of performance	90 days after end of period of performance

P. EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT REPORTING

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

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

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

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

- (a) In the Contractor's preceding fiscal year, the Contractor received –
 - (i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - (ii) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

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

Unless otherwise directed by the Contracting Officer, by the end of the month following the month of a

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

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

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

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

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

Q. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 CFR § 200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services,

or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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

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

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

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

to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

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

(d) See also § 200.471.

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

END

ATTACHMENT A
DRAFT AND FINAL REPORT FORMAT

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

- i. Title page showing the title, date, and CATR and Installation Representative location and Cooperative Agreement Number
- ii. Sub-title page showing:
 - (a) Title
 - (b) "Prepared by" listing with affiliations
 - (c) "Prepared for" listing, and shall include the Installation Representative location
 - (d) "Under contract to" listing, and shall include the CATR location
 - (e) Date
 - (f) Recommended citation
- iii. Table of contents, arranged as follows:
 - (a) Table of contents
 - (b) List of tables
 - (c) List of figures (photographs are considered figures)
 - (d) References/literature cited
 - (e) List of appendices
- iv. Abstract
- v. Introduction
- vi. Study Area
- vii. Methods
 - (a) This section should not be quantitative in nature, but should include information such as specific hours of the day, days of week that surveys/observations were accomplished, survey procedures, equipment used, etc.
 - (b) Each method used to acquire data must be explained in sufficient detail such that other researchers can replicate the study.
 - (c) Each statistical technique used must be accompanied by a justification and explanation as to why that particular test was chosen to analyze the data set, what the assumptions of that method are, what assumptions may have been violated, and what the best interpretation of the statistical analysis is.
- viii. Results at a minimum include:
 - (a) Data collected from tasks identified. Data are to be presented using both tables and

figures. Cumulative analyses of data collected by previous contractors between 1998 and 2012 shall be conducted where appropriate and scientifically meaningful.

- (b) Total man-hours spent by time period (0400 - 1200 hrs. and 1201 - 2000 hrs.), for: surveying - by site (canyon or other identified geographic area), on each activity/task, and any other information that would enable the reader to specifically quantify total man-hours spent on each significant activity.
- ix. Discussion. At a minimum this section shall include:
- (a) A biologically meaningful synthesis and discussion of current and past results and with other recent studies obtained from the most updated scientific manuscripts, including unpublished scientific literatures, if available.
 - (b) Relevant work from previous research conducted, as appropriate, particularly in reference to long-term data collection and cumulative analyses.
- x. Conclusions and Management Implications
- (a) Provide a summary highlighting specific, detailed quantitative and qualitative findings influencing each species' and tasks' success for work covered under this Agreement
 - (b) Provide a list of specific, detailed recommendations to improve or increase the efficiency of the monitoring for each species'
 - (c) Provide specific, detailed recommendations to improve habitat and invasive vegetation management
- xi. Acknowledgments
- Include the following statement: "This research was funded by the Department of the Navy on behalf of the Naval Base Point Loma."
- xiii. Electronic Appendices. Two copies of each Appendix shall be submitted on CD-ROM(s) as described below. 'Read Only' formatted files will not be accepted. The CD ROM(s) shall include an ASCII text file labeled README. The README file is to describe the contents of each CD and the total number of CDs. Should the Installation Representative and/or CATR have problems loading the data into the Navy's database, or should the data be incorrectly recorded, the Recipient will work with the CATR and/or Installation Representative to correct the problem. Successful loading of the data must be accomplished by 30 days of Final Report acceptance.
- (a) An inventory (to be included as an Appendix) of all equipment and supplies \leq \$5000 purchased under this Agreement. The Recipient's property management standards for equipment acquired with Federal funds and federally-owned property shall include all of the following:
 - 1. Records for equipment and federally-owned property shall be maintained accurately and shall include the following information:
 - a. A description of the equipment or federally-owned property.

- b. Manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.
- c. Source of the equipment or federally-owned property, including the award number.
- d. Whether title vests in the recipient or the Federal Government.
- e. Acquisition date (or date received, if the property was furnished by the Federal Government) and cost.
- f. Information from which one can calculate the percentage of Federal participation in the cost of the equipment (not applicable to property furnished by the Federal Government).
- g. Location and condition of the equipment or federally-owned property and the date the information was reported.
- h. Unit acquisition cost.
- i. Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Recipient compensates the DoD Component that made the award for its share.

2. Property owned by the Federal Government shall be identified to indicate Federal ownership.

3. A physical inventory of equipment and federally-owned property shall be taken and the results reconciled with the equipment records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the difference. The Recipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment or federally-owned property.

- (a) An electronic copy of the report (text, tables and figures, not to include color photos or figures submitted in ARCVIEW) shall be submitted with the final report in a format readable by Microsoft Word.
- (b) All databases containing raw data and all associated electronic data summary and analytical files, shall be formatted in Excel, Word, Dbase IV, or any compatible Microsoft database software. Microsoft ACCESS files shall include all queries, reports, tables etc.
- (c) All electronic source files for tables and figures shall be labeled and submitted.
- (d) Electronic versions of all appendices printed in the FAR in formats readable by Microsoft Word or Excel.
- (e) Electronic copies of all GIS coverages developed as part of this Agreement shall be submitted with the final report. These coverages shall be compatible with the existing GIS and readable in ARCVIEW 3.2.

**ATTACHMENT B
SELF-INSURANCE REQUIREMENTS FORM**

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

1. PUBLIC LIABILITY AND PROPERTY DAMAGE

a. Required minimum amounts of insurance listed below:

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

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

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

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

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

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

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

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

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

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

d. "This insurance certificate is for use of facilities at Naval Base Point Loma (NBPL), San Diego, California, under this Cooperative Agreement, No. *N62473-23-2-0008*."

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

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

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

1. PUBLIC LIABILITY AND PROPERTY DAMAGE

- a. Required minimum amounts of insurance listed below:
- | | | |
|----|-----------|--|
| \$ | N/A | Fire and Extended Coverage |
| \$ | 1,000,000 | Third Party Property Damage |
| \$ | 1,000,000 | Third Party Personal Injury Per Person |
| \$ | 1,000,000 | Third Party Personal Injury Per Accident |

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

- a. "The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."
- b. "The Commanding Officer, Naval Facilities Engineering Command, Facilities Engineering Command, shall be given thirty (30) days written notice prior to making any material change in or the cancellation of the policy."
- c. "The United States of America (Dept. of the Navy) is added as an additional insured in operations of the policyholder at or from the premises **licensed/leased** from the United States."
- d. "This insurance certificate is for use of facilities at Naval Base Point Loma (NBPL), San Diego, California, under this Cooperative Agreement, No. *N62473-23-2-0008*."
- 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 C WAWF INSTRUCTIONS

DFARS 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

(1) Have a designated electronic business point of contact in the System for

Award Management at <https://www.sam.gov>; and

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

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

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

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

(1) Document type. The Contractor shall submit payment requests using the following document type(s):
NAVY CONSTRUCTION/FACILITIES MANAGEMENT INVOICE

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

(ii) For fixed price line items—

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

Navy Construction/Facilities Management Invoice

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

NOT APPLICABLE

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

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

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

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

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

Routing Data Table*

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

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

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

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting

activity's WAWF point of contact.
NAVFAC_SW_ECOMP_inspector@navy.mil
christopher.t.gillespie2.civ@us.navy.mil

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

(End of clause)

AUTHORITY

1. No person other than the Contracting Officer has authority to bind the Government with respect to this contract.

2. No action or omission of any government employee or representative other than the Contracting Officer shall increase or decrease the scope of this contract or shall otherwise modify the terms and conditions of this contract.

3. In no event shall any of the following be effective or binding on the Government or imputed to the Contracting Officer with respect to this contract:

(a) An understanding or agreement between the Contractor and anyone other than the Contracting Officer;

(b) A purported modification or change order issued by anyone other than the Contracting Officer;

(c) A promise by anyone other than the Contracting Officer to provide additional funding or make payments; or

(d) An order, direction, consent, or permission from anyone other than the Contracting Officer to:

(i) Incur costs in excess of a specified estimated cost, allotment of funds, or other ceiling; or

(ii) Expend hours in excess of a specified level of effort.

(End of NAVFAC language)