

**SCOPE OF WORK**  
**Federally Listed Species Recovery and**  
**Dune Habitat Restoration and Monitoring,**  
**Naval Support Activity Monterey, Monterey, California**

N62473-23-2-0016

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## **A. INTRODUCTION**

Naval Support Activity Monterey (NSAM) is located within the City of Monterey in Monterey County, California. While NSAM has authority over several disjoint properties, the “main property” encompasses approximately 612 acres and includes five functionally distinct properties in Monterey County, including the Main Grounds (137 acres), Laboratory/Recreation Area (100 acres), and the Dune/Research Area [(DRA) 55 acres].

Representative species of central dune scrub are found in the DRA which was mapped as having identified six main plant associations: coastal sagewort (*Artemisia pycnocephala*)-coast buckwheat; big saltbush (*Atriplex lentiformis*); coyote brush-seaside woolly sunflower (*Eriophyllum stoechadifolium*)-dune buckwheat (*Eriogonum deserticola*); silver dune lupine (*Lilupinus chamissonis*)-California goldenbush (*Ericameria ericoides*); coast live oak; and purple sage (*Salvia leucophylla*). Many of the native species present are a product of dune rehabilitation and revegetation efforts. Briefly, a freeze in 1990 killed acres of non-native ice plant resulting in a National Park Service Dune Restoration Project to restore native plants to disturbed areas. By April 1994, approximately 88,000 plants and 50 different species were planted, restoring roughly 30 of the 40 acres owned by the Navy. The predominant vegetation type within the DRA is now silver dune lupine-California goldenbush.

Among the Monterey Area Properties, the DRA was found to have the highest concentrations of rare plants. The dune habitat is home to the federally threatened Monterey spineflower (*Chorizanthe pungens* var. *pungens*) and the federally endangered Monterey gilia (*Gilia tenuiflora* ssp. *arenaria*) which have been found to have stable populations; however, they continue to be vulnerable to human associated disturbance. The dune habitat itself within the DRA is considered of moderate to high quality and its management and conservation are of high importance to NSAM.

## **B. PURPOSE**

The purpose of this Cooperative Agreement is to design and implement restoration activities and conduct monitoring to assess the rehabilitation of dune habitat that was inadvertently destroyed due to the grading of an unauthorized boardwalk path within the DRA. The grading resulted in the loss of approximately 0.48 acres of species habitat which predicated the need to reconsult with the United States Fish and Wildlife Service (USFWS) for the unauthorized take of these federally listed species. The consultation was finalized with the delivery of a Biological Opinion (BO) on 18 November 2022. The goal of the rehabilitation and subsequent monitoring is to restore this sensitive dune habitat area. The effort will enhance the installation and regional knowledge of restoration options for these sensitive species and will meet the goals and objectives identified within the USFWS BO. Regular monitoring along with a final restoration report will be provided to the Cooperative Agreement Technical Representative and the Installation Representatives at the end of the Cooperative Agreement. This Cooperative Agreement is structured to include optional tasks to support restoration that correspond to option years to continue this work into the future, conditional upon funding availability.

This project contributes to the implementation of NSAM’s 2014 Integrated Natural Resources

Management Plan (INRMP), a requirement of the Sikes Act Improvement Act or SAIA (16 USCA Section 670a) and other regulations including but not limited to the Fish and Wildlife Conservation Act (16 USC 2901 et seq.); Fish and Wildlife Coordination Act (16 USC 661 et seq.); DoDI 4715.03: Natural Resources Conservation Program; and the associated USFWS BO for this effort (2023-0010813-S7).

### **C. LOCATION**

The DRA is located within the City of Monterey, Monterey, California. Del Monte Avenue is a major thoroughfare for the City of Monterey and defines the northern boundary of the Main Grounds and the southern boundary of the DRA. The DRA is further bounded by Monterey Bay to the north, residential development accessible via Beach Way to the east, and residential development accessible via La Playa Street to the west. The Monterey Bay Coastal Trail/Monterey Peninsula Recreational Trail traverses the DRA property along the southern boundary of the property and parallel to Del Monte Avenue.

Under an agreement with the Navy, the City of Monterey manages the beach adjacent to the DRA for public recreation (City of Monterey Del Monte Beach), and it is accessible from adjacent beaches. The Navy leases part of a defunct sewage treatment plant to the Monterey Regional Water Pollution Control Agency for a lift station. There is beach access open to the public via a gated road and boardwalks. Most of the property is committed to a restored dune ecosystem, including the presence of federally threatened and endangered plants. Signs are posted to discourage walking on the dunes.

### **D. DESIGNATED REPRESENTATIVES**

1. The Cooperative Agreement Administrator (CAA) is Kevin Magennis, CA Specialist, Naval Facilities Engineering Systems Command Southwest, 750 Pacific Highway, San Diego, CA 92132-0058; Telephone (619) 705-5566; Email: kevin.e.magennis.civ@us.navy.mil.

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

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

3. The Installation Representative (IR) for this Cooperative Agreement is Todd Wills, Natural Resources Specialist, Naval Support Activity Monterey, Public Works Department, 511

Gardners Road, Bldg. 426, Monterey, CA 93943; Telephone (831) 656-2850; Email [todd.wills@navy.mil](mailto:todd.wills@navy.mil).

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

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

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

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

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

## E. PERIOD OF PERFORMANCE

The period of performance consists of one (1) 24 month Base Period and three (3) 12 month Option Periods with 2 part tasks. The total duration of this agreement, including the option tasks and any time-extension modifications, shall not exceed 60 months. The option tasks are subject to the availability of funds and may be awarded unilaterally throughout the duration of this Cooperative Agreement.

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

Period of Performance Summary:

<b>Item</b>	<b>Period of Performance</b>
Base Period (FY23/24/25)	4 September 2023 – 3 September 2025
Option Period 1A (FY25/26, Yr 3)	4 September 2025 – 3 September 2026
Option Period 1B (FY25/26, Yr 3)	4 September 2025 – 3 September 2026
Option Period 2A (FY26/27, Yr 4)	4 September 2026 – 3 September 2027
Option Period 2B (FY26/27, Yr 4)	4 September 2026 – 3 September 2027

Option Period 3A (FY27/28, Yr 5)	4 September 2027 – 3 September 2028
Option Period 3B (FY27/28, Yr 5)	4 September 2027 – 3 September 2028

**F. MATERIAL AVAILABLE FOR REVIEW**

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

- 1) Geographic Information Systems (GIS) data pertinent to this project
- 2) The installation Integrated Natural Resources Management Plan
- 3) Historical Reports related to the DRA as possible to locate and transmit
- 4) The Navy Data Model for Geographic Information System (GIS) data.
- 5) USFWS BO 2023-0010813-S7

**G. GENERAL REQUIREMENTS**

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

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

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

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

5. The Recipient shall manage the total work effort and assure fully adequate and timely completion of services required under this Agreement. Included in this function shall be a full range of management duties including, but not limited to, planning, scheduling, inventory, analysis, quality control, and meeting Department of Defense standards for conducting mapping and modeling efforts to include compliance with the Navy Data Model for Geographic Information System for data gathered.

The Cooperative Agreement will require the equivalent, at the minimum, of at least one (1) Principle Field Investigator/Biologist/Botanist, and one (1) Field Technician. However, the Recipient may also include the work of “Appropriately Accredited Staff”.

The following minimum qualifications identified below are applicable to the respective positions:

a. **Field Investigator/Biologist/Botanist:** The Field Investigator/Biologist/Botanist position shall be responsible for being the liaison between Recipient personnel and the Grants Officer, CAA or CATR and shall serve as the main point of contact for all required results and/or progress reports on the restoration work and subsequent monitoring work. The Recipient shall designate a person as responsible for ensuring that provisions are in place, project and personnel supervision, quality control and meeting of reporting requirements on a daily basis. The person shall have, at the minimum:

- 1) A graduate degree in Ecology, Biology, Botany, Plant Taxonomy, or a field related to the biological sciences from an accredited college or university.
- 2) 250 hours of experience (collected over at least four (4) years) in conducting surveying, monitoring, and implementing dunes restoration within California or similar environments, to include scientific designs and methodologies for monitoring habitat recovery.
- 3) Possess specific knowledge of the general biology, ecology, and survey methodology of California dune plant species that have the potential to occur on the Station.
- 4) Familiarity with (e.g., at least one season surveying for) and the ability to consistently identify the threatened Monterey spineflower (*Chorizanthe pungens* var. *pungens*) and the federally endangered Monterey gilia (*Gilia tenuiflora* ssp. *arenaria*) in dune habitats.
- 5) Must possess or validate the ability to obtain any necessary permits (e.g., federal endangered species 10 (a)(1)(A) collection or similar) permit for the threatened Monterey spineflower (*Chorizanthe pungens* var. *pungens*) and the federally endangered Monterey gilia (*Gilia tenuiflora* ssp. *arenaria*).

b. **Field Technician:** The person(s) shall have, or have immediate access to personnel that have, at the minimum:

- 1) A Bachelor’s degree in Ecology, Biology, Wildlife biology, Zoology or a field related to the biological sciences from an accredited college or university.
- 2) Individual(s) have at least two (2) years of experience in plant taxonomy/botany/efforts within California, including at least one (1) years of expertise with the flora of dunes within coastal California.

- 3) At least one (1) year of experience implementing research to include conducting surveys; implementing habitat restoration efforts (e.g., implementing erosion control, stabilizing soils, collecting seeds, sowing seeds, controlling weeds via hand pulling and/or chemical usage, etc.) implementing scientific projects/following scientific methods; and participating in restoration/planting/soil/ or similar projects.
- 4) At least one semester's experience and knowledge in conducting monitoring, study, and/or restoration work within dune habitats, to include some exposure to dune habitats.
- 5) A thorough understanding of regulations regarding plant and dune habitats to include listed species permit understanding and the ability to be added to a permit if needed.
- 6) The ability to gather monitoring data per scientific protocols and procedures.

All field technician work shall be under the guidance and support of the Field Investigator/Biologist/Botanist.

c. Appropriately Accredited Staff: The person(s) could include individual(s) pursuing a graduate degree that meets the following requirements:

- 1) Individual(s) are actively pursuing a graduate degree in plant taxonomy, botany, landscape architecture, horticulture, habitat restoration, or a related field from an accredited college or university.
- 2) Individual(s) have at least two (2) years of experience in plant taxonomy/botany/efforts within California (coursework can suffice).
- 3) At least one (1) year of experience implementing research to include conducting surveys; implementing habitat restoration efforts (e.g., implementing erosion control, stabilizing soils, collecting seeds, sowing seeds, controlling weeds via hand pulling and/or chemical usage, etc.) implementing scientific projects/following scientific methods; and participating in restoration/planting/soil/ or similar projects (coursework can suffice).
- 4) At least one semester's experience and knowledge in conducting monitoring, study, and/or restoration work within native habitats to include some exposure to dune habitats.
- 5) A thorough understanding of regulations regarding plant and dune habitats to include listed species permit understanding and the ability to be added to a permit if needed.
- 6) The ability to gather monitoring data per scientific protocols and procedures.

All appropriately accredited staff work shall be under the guidance and support of the Field Investigator/Biologist/Botanist.

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

7. At no additional cost to the Government, the Recipient shall be in possession of all necessary permits from the state and federal regulatory agencies (i.e., California Department of Fish and Wildlife, U.S. Fish and Wildlife Service (USFWS), National Marine Fisheries, etc.) necessary to conduct the activities stipulated in this Agreement (e.g., including conducting surveys for and collecting seed from federally threatened Monterey spineflower (*Chorizanthe pungens* var. *pungens*) and the federally endangered Monterey gilia (*Gilia tenuiflora* ssp. *arenaria*). This shall



include the coverage of all individuals working on this cooperative agreement. All required permits shall be submitted to the CAA (via CATR) during the kickoff meeting, or prior to the initiation of any fieldwork that requires permitting, whichever comes first. A copy of all required permits or evidence of renewable permits must be submitted with the proposal.

8. Smoking is not allowed while individuals are within the DRA.

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

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

11. 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.

12. 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.

13. A person shall not drive a motor vehicle while holding or operating a cell phone or other wireless communication devices unless the wireless communication device is specifically designed and configured to allow voice-operated and hands-free operation, and it is used in that manner while driving. Use of portable headphones, earphones, other listening devices, or audio equipment shall not be used while operating a vehicle. Stereo volume that can be heard outside the motor vehicle at a distance of 50 feet or more is prohibited.

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

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

draft manuscripts to external peer review.

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

17. In order to avoid impacts to federally listed, rare, or endemic plants the Recipient must coordinate all vegetation and ground disturbing activities with the IR. Under no circumstances are any federally protected plants to be disturbed and/or destroyed when completing the work required in this Agreement. The Recipient shall ensure that all footwear, backpacks, clothing, vehicles and equipment transported to the Installation are clean of weed seed.

18. No ground disturbing activities are to take place without the concurrence from the IR. Under no circumstances shall the Recipient violate the Archaeological Resources Protection Act. If any objects are found that appear to be cultural or archeological resources, contact the IR who will coordinate with the Cultural Resources Program Manager. If the Recipient accidentally disturbs an archaeological and/or cultural resources site, the Recipient shall leave the site immediately (as intact as possible) and contact the Cultural Resources Program Manager.

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

20. 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.

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

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

23. Throughout the term of this Agreement the CATR and the IR shall be afforded the opportunity by the Recipient to periodically observe and/or participate in the Recipient's field activities, to review computer or paper files of raw data, prepared data (such as data analyses, summaries, maps, figures, tables, etc.), or any record deemed appropriate by the CAA in establishing the Recipient's performance in fulfilling the requirements of this Agreement.

24. The DoD via the CAA, may request updated data presented on maps, figures and/or tables

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

25. All Non-Government personnel working on the Installation may be required to obtain credentials for entry. The United States Navy implements the Defense Biometric Identification System (DBIDS), a Physical Access Control System. Individuals on official business on the installation may be required to obtain a DBIDS credential/pass at the Installation Pass and ID office.

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

27. No animals will be brought onto the Installation/within the DRA and released without the consent of the IR. No pets will be brought onto the Installation/DRA during work efforts.

28. Dead, injured or sick wildlife shall not be removed from the Installation by the Recipient, except as a specific requirement of any required State or Federal permit requirement. The IR shall be notified of any wildlife removal.

## **H. SPECIFIC REQUIREMENTS**

1. The Recipient shall be responsible for providing trained and experienced personnel to effectively comply with the requirements of this Cooperative Agreement as defined by Section G. General Requirements. Training shall include sufficient hands-on experience in botanical and restoration work to meet the requirements of the Cooperative Agreement.

2. The Recipient shall complete restoration efforts, monitoring, and any other studies necessary using methods and equipment allowed by Federal and State laws. The details of how the site will be restored, monitored, and otherwise studies shall be included in a Restoration or Work Plan. The Recipient shall be responsible for the selection, design, development and construction of all restoration, monitoring, surveying and management techniques/methods. However, innovative

survey or study methods shall be approved by the IR prior to implementation. The Recipient shall also be responsible for providing all materials, equipment and supplies used in the studies.

### **Base Cooperative Agreement Efforts**

The following discrete efforts are considered the base award for this cooperative agreement, along with meetings/coordination identified in Section I. MEETINGS/COORDINATION. Submittals shall follow those identified in Section J. SUBMITTALS AND SCHEDULE. Report formats shall follow Section K. REPORT FORMAT unless otherwise discussed and agreed upon in writing between the Recipient, CATR, and IR.

#### **Base Task 1: Restoration and Monitoring Plan Development, Implementation, Monitoring, and Reporting**

The scope of this Cooperative Agreement will require the qualified Field Investigator/Biologist/Botanist to implement the following tasks using knowledge, scientific methodologies and experience.

- a) Develop and submit a Health and Safety Plan and Accident Prevention Plan.
- b) Develop and submit for Navy and USFWS review, a Draft Restoration and Monitoring Plan for review, comment, and final acceptance. The restoration plan shall, per the BO (2023-0010813-S7), include “restoration activities such as broadcasting seed before the first rains of winter and planting early in the rainy season. To preserve genetic integrity, all seeds will be collected no more than 4 miles away from the project site, between May and October, and will be broadcasted within several months of collection.” The plan shall be developed in coordination with the CATR and IR and shall also include a monitoring program following restoration, along with potential remediation efforts should the restoration effort not meet stated restoration goals following monitoring periods. The Recipient shall include multiple review periods given both Navy and USFWS review.
- c) Implement the developed restoration plan efforts which could include site stabilization/erosion control, seed gathering, seed broadcasting, soil amendments, seedling propagation and planting, watering, or similar. Documentation of existing and final site conditions following the restoration shall occur which could include the establishment of photo monitoring plots and qualitative and quantitative measurements.
- d) Conducting monitoring of the restoration area. Monitoring shall be described in the Restoration and Monitoring Plan to the extent that it is readily implementable and repeatable by different individuals annually. Monitoring shall include quantitative and qualitative measurements and sampling mechanisms such as grid sampling and taking photo monitoring points. Data shall be gathered, transcribed, and recorded for report submittal. All monitoring/survey efforts shall be recorded in a standardized manner to best inform effectiveness of future surveys/studies and be repeatable. Data shall be gathered on field data forms and with GPS units, with data provided in both spatial and tabular non-spatial formats. Any/all surveys, monitoring data, planting or vegetation findings/information shall be provided via GIS with a description of how they were created (within the report and GIS metadata) and future validation needs, if any.

- e) Reporting. As a part of this effort, the Recipient shall provide periodic monthly reports and an annual report (See Section J. Submittals and Schedules). The monthly report shall report on progress and is intended to be brief, to be submitted with invoicing, and shall document efforts during the period. The annual report shall be provided documenting the restoration, monitoring, and any other efforts conducted and shall include all data gathered to date. The annual report shall follow the format identified in Section J. Submittals and Schedules; the recommendations section shall include whether additional restoration efforts are recommended, and if so, what is proposed.

Base Task 2: Second Year Restoration Site Adaptive Management, Monitoring, and Monitoring Reporting

- a) Implement the second year of the developed restoration plan efforts, as needed based on initial findings, results, weather, and similar. Adaptive management shall be employed. Documentation of existing and final site conditions following the restoration shall occur which could include the establishment of photo monitoring plots and qualitative and quantitative measurements.
- b) Conducting monitoring of the restoration area following the methodologies established within the initial work plan, implemented in Year 1, and reported on in the annual monitoring report.
- c) Reporting. As a part of this effort, the Recipient shall provide periodic monthly reports and a comprehensive annual report to include previous year’s data, findings, etc in a progressive manner (See Section J. Submittals and Schedules). The monthly report shall report on progress and is intended to be brief, to be submitted with invoicing, and shall document efforts during the period. The annual report shall be provided documenting the restoration, monitoring, and any other efforts conducted and shall include all data gathered to date, building on the previous year’s report. The annual report shall follow the format identified in Section J. Submittals and Schedules; the recommendations section shall include whether additional restoration efforts are recommended, and if so, what is proposed.

**Additional Optional Tasks**

The following 2 part optional tasks may be awarded with three (3) 12 month Option Periods that can be awarded during the period of this Cooperative Agreement. A summary table showing the options is first, with text with details following.

<b>Options</b>	<b>DESCRIPTION</b>
Option Period 1A (FY25/26, Yr 3)	Additional Year Restoration Site Monitoring and Monitoring Reporting
Option Period 1B (FY25/26, Yr 3)	Additional Year Restoration Adaptive Management
Option Period 2A (FY26/27, Yr 4)	Additional Year Restoration Site Monitoring and Monitoring Reporting
Option Period 2B (FY26/27, Yr 4)	Additional Year Restoration Adaptive Management
Option Period 3A (FY27/28, Yr 5)	Additional Year Restoration Site Monitoring and Monitoring Reporting
Option Period 3B (FY27/28, Yr 5)	Additional Year Restoration Adaptive Management

### Optional Task 1: Additional Year Restoration Site Monitoring and Monitoring Reporting

This option provides for an additional year of monitoring and reporting on the restoration site along with meetings/coordination identified in Section I. MEETINGS/COORDINATION. Submittals shall follow those identified in Section J. SUBMITTALS AND SCHEDULE and following the report format found in Section K. REPORT FORMAT unless otherwise discussed and agreed upon in writing between the Recipient, CATR, and IR. The monitoring and reporting shall follow the methods established in the first and second years (i.e., Base Task 1 d and e; Base Task 2 b and c). The efforts shall build on the previous data, be comprehensive, cumulative, and comparable. This effort may result in the need to update the Work Plan. This effort may be awarded up to three (3) times during the course of this cooperative agreement in each 12 month option year increment.

### Optional Task 2: Additional Year Restoration Adaptive Management

This option provides for an additional year of restoration efforts on the restoration site. The restoration efforts are adaptive and shall be in response to previous year's findings. Any methods implemented shall be scientifically defensible, adequately documented for repeatability in reporting, and shall follow established or otherwise reviewed and approved (potentially by the USFWS) methods. This may result in a need to update the Work Plan. This effort may be awarded up to three (3) times during the course of this cooperative agreement in each 12 month option year increment.

## **I. MEETINGS/COORDINATION**

The Recipient shall attend a pre-work kick-off meeting prior to work for the initial base year of work and a meeting for each subsequent Option Year of Cooperative Agreement performance. The Meeting may include the CATR, IR, the Recipient, and others if deemed pertinent. The purpose of the scoping meeting is to discuss any questions the Recipient may have regarding the Cooperative Agreement, discuss Installation access and security requirements/ restrictions, discuss field schedules, discuss the past year/past efforts and synopsis (if applicable), identify current year priorities, and discuss other pertinent information which could have a bearing on the work to be performed. These meetings shall include agendas developed by both the Navy and the Recipient and shall have meeting minutes as taken and commented on by both the Navy and Recipient.

Throughout this cooperative agreement, ad hoc meetings, coordination emails, or similar may be necessary. The Recipient and any appropriate personnel shall attend these meetings, respond to emails, calls, etc. to support the continuation of this effort.

## **J. SUBMITTALS AND SCHEDULES**

### **Restoration and Monitoring Health and Safety Plan and Work Plan:**

1. The Recipient shall submit a required Health and Safety Plan and Accident Prevention Plan via email (.docx and PDF) no later than thirty (30) days from the kickoff meeting date for review/approval. The Health and Safety Plan and Accident Prevention Plan shall follow required policy/guidance and is necessary prior to any field work.

2. Within sixty (60) days or as otherwise agreed upon, the Recipient shall submit a Draft Restoration and Monitoring Work Plan. The Work Plan will indicate project milestones, a comprehensive and detailed summary of the proposed methodology, schedule, level of effort to fulfill the BO and meet restoration goals, a copy of all permits required for the work described in this Cooperative Agreement (highlighting changes from those submitted with the proposal, if any), and a list of all persons who will be working on the Installation under this Cooperative Agreement. This work plan may be reviewed multiple times as it is required to be reviewed and accepted by the USFWS per the BO.

This work plan (and health and safety plan) may be updated and/or modified every year that options are awarded under the Cooperative Agreement to be tailored to the specific work being conducted that year and refresh survey dates, individuals, etc. This may result in a subsequent review of the work plan by the USFWS.

3. The Draft Restoration and Monitoring Work Plan's development and potentially an initial review shall be coordinated with the CATR and IR. The CATR will provide the Recipient a consolidated list of comments, suggestions, or edits (if there are any) within 30 calendar days from receipt of the draft work plan. The IR or CATR may make changes to the 30 calendar day review period.
4. The Recipient shall incorporate all comments, suggestions, or edits (if there are any) provided by the CATR on the "Draft Restoration and Monitoring Work Plan" prior to the CATR/IR's submittal of the work plan to the USFWS. Upon final reviews, comments, and similar, a "Final Restoration and Monitoring Work Plan", shall be provided electronically via email within twenty-one (21) days of final comments. If there are no comments, suggestions, or edits on the draft work plan, the Recipient will resubmit the document marked "Final Work Plan". The work plan must be approved by the CATR prior to the initiation of any work on the Installation.

#### **Monthly Reports:**

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

#### **Draft Annual Report:**

The Recipient shall submit two (2) digital copies via email (1 PDF and 1 Microsoft Word) of the Draft Annual Report to the IR and CATR within one month (or as otherwise agreed upon) of finalizing fielding efforts, or as coordinated. A report shall be submitted each year this cooperative agreement is active per the options awarded.

Draft Annual reports shall include page numbers. This report will include, at a minimum, a summary of the methods and materials used, efforts and findings throughout the Cooperative Agreement period, and recommendations for future efforts. The report in years following the first will add to these details to provide a cumulative picture of all efforts and all data.

1. The IR and CATR may support the development of the Draft Report.

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

#### **Final Annual Report:**

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

#### **GIS Data:**

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



Deliverables Table:

<b>Deliverable</b>	<b>Date submitted</b>
Draft Restoration and Monitoring Work Plan, Draft Accident Prevention Plan & Draft Health and Safety Plan (electronic). See Section M. Safety	Within 15 days after Cooperative Agreement award/Option Task
Final Restoration and Monitoring Work Plan (including all subsections, electronic)	Within fourteen (14) days after receipt of final government comments on draft plan
Monthly Reports	By the 7 <sup>th</sup> of every month during the field season
Draft Annual Reports with associated draft GIS deliverables (electronic)	TBD or as coordinated with IR/CATR
Final Annual Report with associated final GIS and photo deliverables (3 hard copies/3 electronic copies on CD-ROM)	Within 30 days after receipt of government comments

**K. REPORT FORMAT**

The Draft and Final Reports shall include the following content:

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

The final report shall be arranged as follows:

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

i. Sub-title page showing:

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

ii. Abstract

iii. Table of contents arranged as follows:

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

4. list of appendices

iv. Introduction

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

v. Study Area (include a map)

vi. Methods

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

vii. Results

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

viii. Discussion

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

ix. Management Recommendations

1. Provide recommendations for changes and/or improvements, as applicable for resource management within the DRA.
2. Identify any gaps in information required.

**L. DATA AND PUBLICATION**

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

The Federal Government has the right to obtain, reproduce, publish or otherwise use the data first produced under this Agreement and authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. The DoD acknowledges and agrees that the Recipient’s fundamental consideration in performing the research under this Agreement shall be Recipient’s right to publish the results of such research for academic and scientific purposes. The Recipient shall submit, for review and comment, any proposed professional, scientific or non-scientific report, paper or note published or unpublished or be part of any technical or non-technical presentation or be provided to anyone not a party to this Agreement to the DoD thirty (30) days prior to the submission of the work mentioned above.

2. The acknowledgements for any paper or presentation resulting from this work shall include the following statement: “This research was funded by the United States Navy”

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

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

**M. RELEASE OF PUBLIC INFORMATION**

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

## **N. 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. NOTE: AHA is an attachment required by the APP.

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

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

A Draft and Final APP and AHA will be submitted concurrently with the Work Plan but shall be printed under a separate cover from the Work Plan. The final APP and AHA shall be immediately accessible to the Site Safety and Health Officer (SSHO) and Project Manager at all times during the project, and a copy shall be available in every vehicle utilized for work under this Cooperative Agreement. The SSHO is required to have completed the 10-hour OSHA Safety Training.

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.

## **O. 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.

## **P. INSURANCE**

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

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

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

3. The Recipient at its sole cost and expense, may insure its activities in connection with this Cooperative Agreement by maintaining a program of self-insurance that complies with the requirements of this Section P, including coverages specified in Attachment A hereof. Recipient

shall also provide a copy of the exempting statute cited in support of its claim of self-insurance pursuant to Section 2 of Attachment A to this Cooperative Agreement. (The self-insurance clause is applicable only to appropriate state and local governments and qualifying institutions of higher education who provide evidence of a self-insurance program in accordance with this Section and Attachment A, Section 2.)

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

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

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

6. In the event that any item or part of the premises or facilities shall require repair, rebuilding, or replacement resulting from loss or damage, the risk of which is assumed under this [Section P](#), the Recipient shall promptly give notice thereof to the Government and, to the extent of its liability as provided in this [Section P](#), 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 P, 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 P, 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.

## **Q. PAYMENTS**

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

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

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

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

## **R. EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT REPORTING**

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

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

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

By the end of the month following the month of a contract award, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year at

<http://www.fsrs.gov>, if –

- (a) In the Contractor’s preceding fiscal year, the Contractor received –
  - (i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
  - (ii) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
  
- (b) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

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

- (a) In the Subcontractor’s preceding fiscal year, the Subcontractor received –
  - (i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
  - (ii) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
  
- (b) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

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



**S. 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:  
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 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 Support Activity Monterey under this Cooperative Agreement, No. N62473-23-2-0016."

**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 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 Support Activity Monterey under this Cooperative Agreement, No. N62473-23-2-0016"
- 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: **N62473-23-2-0016**.

(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	<b>N/A</b>
Ship From Code	<b>N/A</b>
Mark For Code	<b>N/A</b>
Service Approver (DoDAAC)	<b>N/A</b>
Service Acceptor (DoDAAC)	<b>N62473/ECOMP</b>
Accept at Other DoDAAC	<b>N/A</b>
LPO DoDAAC	<b>N62473/ECOMP</b>
DCAA Auditor DoDAAC	<b>N/A</b>
Other DoDAAC(s)	<b>N/A</b>

(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)

[vanessa.m.shoblock.civ@us.navy.mil](mailto:vanessa.m.shoblock.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)