

**STATEMENT OF WORK
CARBON SEQUESTRATION STUDY/WETLAND RESTORATION ON
MARINE CORPS BASE CAMP PENDLETON, CALIFORNIA
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N62473-23-2-0019

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A. BACKGROUND

This project serves to investigate and implement wetlands restoration in lagoon systems that are impaired by weeds and upland plant conversion on board Marine Corps Base Camp Pendleton (MCBCP). Wetlands are an important carbon sink, playing a key role in carbon sequestration.

B. PURPOSE

This project serves to investigate and implement wetlands restoration in lagoon systems that are impaired by weeds and upland plant conversion. Wetlands are an important carbon sink, playing a key role in carbon sequestration. The first phase of the project will serve to identify opportunities for wetland restoration, produce a wetland restoration plan for qualifying habitat including calculation of carbon sequestration benefits, and evaluate climate change resiliency associated with sea level rise. Phase I will require subject matter expertise in wetland restoration, climate change resiliency and carbon sequestration, and will be awarded based on best technical experience. Phase II of the project will restore up to 20 acres of wetland habitat in one or more lagoons on Base and can be awarded separately from Phase I.

C. LOCATION

Location of work associated with this Agreement shall be located on MCBCP. MCBCP is located in the northwestern portion of San Diego County, immediately north of the city of Oceanside, in Southern California. The Cooperative Agreement area includes the Base as delineated on Camp Pendleton Military Installation Map 1:50,000 (Sheet: Camp Pendleton MIM, Series: V795S, Edition: 4-NIMA published by Defense Mapping Agency, 2013) and adjoining lands and waters utilized by wildlife in conjunction with the Base. Specific areas to be evaluated in the assessment include, San Mateo, San Onofre, Hidden, Aliso, French and Cockleburr lagoons, and the Santa Margarita River estuary

D. DESIGNATED REPRESENTATIVES

1. The Cooperative Agreement Administrator (CAA) is Kevin Magennis, Contract Specialist, 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 Jason Fraker, Natural Resources Specialist, NAVFAC SW, 750 Pacific Highway, San Diego, California, 92132, telephone: (619) 705-5558, email: jason.s.fraker.civ@us.navy.mil.

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

3. MCBCP Installation Representative (IR) is Sherri Sullivan, Wildlife Biologist, Environmental Security, Coastal & Riparian Ecosystems Section, Box 555008, Camp Pendleton, CA 92055-5008, Voice: (760) 725-9729, Email: sherri.sullivan@usmc.mil.

The IR is responsible for providing the CAA, via the CATR, the technical requirements for this Cooperative Agreement's statement of work specifications and coordinating access to the survey locations. 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.

4. Any change in the statement 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 CAA. The designation will stipulate the individual's authority to commit the Recipient.

6. For purposes of this Agreement, the term Recipient shall mean **TBD** and all designated representatives.

E. PERIOD OF PERFORMANCE

The period of performance is 60 months from date of award. The end date is the anticipated date that the Final Report is accepted 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.

F. PROVISIONS TO THE RECIPIENT

1. Technical Information. MCBCP agrees to provide management plans, GIS data and other materials containing detailed information of the natural resources on the installation upon request from the Recipient point of contact (POC).

G. GENERAL REQUIREMENTS

1. The Recipient and his/her field investigators shall visit the designated area as often as necessary and within the limits stated below to accomplish the purpose of this project as detailed further in this Scope. The Recipient must comply with all Base security rules, regulations, requirements, and day-to-day operational changes thereto. The Recipient is specifically prohibited from carrying out any activities not specified in this Agreement unless written approval is obtained from the Base Representative.

- a. All Non-Government personnel working on the Base are required to obtain credentials for entry. MCBCP implements the Defense Biometric Identification System (DBIDS), a Physical Access Control System. Recipients and vendors on official business must obtain a DBIDS credential/pass at Base Access Control (Bldg. 41501T). To apply for a pass, the applicant must submit a list of names of all employees working this Agreement to their Base Representative. The Base Representative will submit the completed sponsored employee roster to Base Access Control.
- b. Complete the MCBCP Approved Company Points of Contact template and a Point of Contact Sponsorship Addendum listing all active Agreements they have on Base, and submit to Base Access Control at PNDL_CPENDBIDS@usmc.mil. Template and Addendum shall be provided by the IR after award.
- c. Each employee must complete a SECNAV form 5512 and a government issued ID (must be a federally compliant REAL ID or passport) to the Base Access Control at the PULGAS GATE for processing. The SECNAV 5512 form and further details can be found at the Base Access website: <https://www.pendleton.marines.mil/Base-Access/Recipients-Vendors/>

2. The Recipient and his/her field personnel working within training areas on Base are required to obtain and hold a current Administrative Range Safety Officer (RSO) certification. To receive RSO certification, personnel must watch three online videos, read appropriate handouts, and then complete a written test administered by the Range Operations Division. The required videos are available online via the Camp Pendleton 3-part "Range Safety Certification course" at:

<http://www.youtube.com/playlist?list=PLC5CD74FD2ACD4843>

- a. Walk-in testing for RSO certification is available every Tuesday and Wednesday (except holidays) from 0900-1215 at Bldg. 25166 in the 25 Area and adjacent to Range 107. No appointment is necessary. All personnel should bring a photo ID to testing. Test rules: The RSO test is open book. Attendees must bring, in paper or electronic form, all the following documents:

For Admin RSO:

- (1) RSO handout (dated 20 Oct 2020),
- (2) MCIWEST-MCB CAMPEN ORDER 3500.1A (CAMPENO 3500.1A, dated 18 Oct 2018)

For Live Fire RSO:

- (1) RSO handout (dated 20 Oct 2020),
- (2) MCIWEST-MCB CAMPEN ORDER 3500.1A (CAMPENO 3500.1A, dated 18 Oct 2018)
- (3) MCO 3570.1C (dated 30 Jan 2012),
- (4) DA PAM 385-63 (dated 16 April 2014).

See: <https://www.pendleton.marines.mil/Main-Menu/Staff-Agencies/Assistant-Chief-of-Staff-G-3-5/>

- b. Test attendees shall read all the above material prior to testing, bring a pen or pencil, and ensure any computer equipment is fully charged as power may not be available. Cell phones and cameras are NOT allowed. Personnel should receive their test results within one week following the test date. Once authorized, personnel with RSO certification will be expected to provide their unique four-digit range ID number (assigned or chosen during certification) to Range Control for all range access requests. Each attendee will remain in the RSO database for three years pending certification of completion through Environmental Security.

3. The Recipient and his/her field investigators shall follow all Range Control scheduling policies and procedures. The Recipient and his/her field investigators will contact Range Control prior to entering scheduled training areas via two-way radios to verify access permission, provide Range Safety Officer (RSO) information including name and unique four-digit identification number.

- a. Two-way radios are available for daily checkout from Environmental Security, Information Systems Section, located in building 22165, 2nd FL, RM19, between the hours of 0700 and 1600. Requests must be provided to your Base Representative seven (7) days prior to check-out. The Principal Investigator/Project Manager will be required to sign Form 1348-1A upon issuance of equipment, acknowledging they may be held liable for any damaged or lost equipment. A radio must be checked out for each group conducting work on a Camp Pendleton training range. An additional radio is required for any group that will be out of audio/visual range of the first group. Based on availability and the nature of field work, radios may be checked out for longer periods of time in which case the Recipient must schedule quarterly radio inspections with Environmental Security Information Systems Section.
- b. Radio inspections are performed during the first week of each month and consist of in-person visual checks in August and February, and verbal checks for all other months. Radios must be checked back in to Environmental Security by

the due date assigned. The Recipient will take reasonable precautions to ensure radios are protected from damage, including use of a waterproof cover supplied by the Recipient if necessary. Radios shall be returned clean and in good working condition. THE PRIMARY RECIPIENT/RECIPIENT PROJECT MANAGER MUST BE THE PERSON THAT SIGNS OUT THE RADIOS, VICE A SUBRECIPIENT/AFFILIATE.

4. While in the field, RSOs must carry current copies (digital or hard copy) of the Military Installation Map (MIM), Environmental Operations Map (EOM), Training Area Access Hazards and Restrictions (TAAHR) document, Road and River Report, and Fire Danger Rating on hand. While working on installation beached, a copy of the Environmental Security Beach Brief and map of beach Special Management Zones is also required.
5. The Recipient and his/her field investigators will request training area access through the Base Representative. Training area requests shall be made at least two (2) weeks prior to any scheduled fieldwork. The Recipient and his/her field investigators will contact the Base Representative to ensure that the training area request has been authorized. The Recipient may be required to provide route maps or survey overlays in order to facilitate gaining access to highly used training areas.
6. Recipient employees who will be driving vehicles on Base shall be required to obtain a Camp Pendleton Range Control Privately-Owned Vehicle (POV) Pass from the Base Representative. The POV Pass is valid only during the project's field time and is non-transferable. The POV Pass must be displayed in the Recipient's /employee's vehicle windshield when they are within the boundaries of the Base. The POV Pass should not be presented at Base gates to gain access to the Base, which is the purpose of DBIDS. NOTE: Only four-wheel drive vehicles are permitted to drive on dirt training roads using the POV Pass; use of a sedan on training roads will result in the revocation of the POV Pass. The POV Pass must be returned to the Base Representative upon completion of fieldwork.
7. Some areas of the Base may be inaccessible due to road conditions following heavy and/or prolonged rainfall. Adjustments to the survey schedules due to road/weather conditions shall be coordinated with the Base Representative. Recipients may request the most current Road and River Report from the Base Representative in order to confirm that certain training areas and unpaved roads are open to vehicle traffic.
8. Vehicle operators may NOT use cell phones unless the vehicle is safely stopped. Drivers may not hold, dial, text, or adjust the phone while the vehicle is operating. Hands-free systems such as ear buds, Bluetooth, OnStar, and other voice activated, or speaker phone systems are NOT authorized. Base 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. If a driver accumulates a total of twelve points within a one-year period or eighteen points within a two-year period, he/she is subject to suspension of Base driving privileges for one year.

9. The Recipient shall provide all transportation, meals, and lodging for himself/herself and his/her personnel as well as all equipment and analysis necessary to complete the work. All equipment is subject to the inspection by and approval of the Base safety officer.
10. The Recipient shall work closely with the Base Representative in planning and carrying out field investigations. The Recipient will have access to all pertinent files, reports, and plans archived at Environmental Security that might assist the Recipient to accomplish the requirements of this Agreement. The Recipient will be provided all appropriate aerial photography and Base GIS files upon request.
11. The Recipient shall conduct field investigations and interviews with experts and authorities as necessary to accomplish the survey described below. They shall particularly attempt to contact and utilize information from local offices and personnel of the U.S. Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), and other investigators who have conducted same or similar surveys on Base in the past.
12. Throughout the term of this Agreement the COR/CATR and Base Representative shall be afforded the opportunity by the Recipient to periodically observe field activities, to review raw data, prepared data (e.g., data analyses, summaries, maps, figures, tables), or any record deemed appropriate by the COR/CATR or Base Representative in establishing the Recipient's performance in fulfilling the requirements of this Agreement.
13. The Base Representative may accompany the Recipient in the field during surveys in order to accumulate survey hours under supervision of appropriately permitted biologists. The Recipient and his/her field investigators shall accommodate requests from ES Coastal and Riparian Ecosystems Section staff biologists to participate in scheduled surveys.
14. Photography and videography are restricted on the Base. Clearance for photography will be obtained from the Base Representative. If requested by Base security personnel, all photographic equipment, film, and/or digital storage media must be turned over for processing and security inspection. Photographs and videos may not include any training activities, facilities, or tactical vehicles without written authorization from the Base Representative.
15. All digital and/or hardcopy field notes, data, photographs, etc. collected and produced as part of this Statement of Work are the property of the US Marine Corps. These data will not be used, in whole or in part, of any professional, scientific, or non-scientific report, paper or note, published or unpublished, or any presentation without the written pre-authorization of the Base Representative.
16. The Recipient and his/her field investigators shall be experienced in the field identification of the species to be monitored. Appropriate experience may include previous field experience and/or formal university or equivalent classroom study of species identification combined with sufficient field experience in southwestern California. Written documentation of identification experience may be required at the request of the Base Representative.

17. The Recipient and his/her field personnel must possess, or be independently authorized under, such permits specifically authorizing them to perform freshwater fish inventory. THE RECIPIENT SHALL HAVE ALL REQUIRED PERMITS IN POSSESSION PRIOR TO COMMENCEMENT OF FIELD WORK. All work conducted in support of this Statement of Work shall comply with all federal laws applicable to the Base such as the Endangered Species Act.
18. The Recipient is expressly prohibited from conducting any plant or animal collection on Base not specified in this Statement of Work unless written approval is obtained from the Base Representative. Dead, injured, or sick wildlife will not be removed from the Base by the Recipient except as stipulated under Specific Tasks in Section H or allowed by U.S. Fish and Wildlife Service permits. All such wildlife shall be reported immediately to the Base Representative prior to transport from the Base. If the Base Representative cannot be reached, personnel can contact the Camp Pendleton Game Wardens (760-725-3360).
19. No animals will be brought on to Base and released without the written consent of the Base Representative. Personal pets are not permitted on Base while operating under this Statement of Work.
20. The Recipient and his/her field investigators is specifically prohibited from carrying out any predator control activities without the prior concurrence of the Base Representative.
21. Smoking is not allowed in the non-developed areas on Base.
22. 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 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#)

H. SPECIFIC TASKS

1. Task 1: Field Reconnaissance Surveys/Site Visit

The Recipient shall perform a site visit on board MCBCP. Specific areas to be evaluated in the assessment include: San Mateo, San Onofre, Hidden, Aliso, French and Cockleburr lagoons, and the Santa Margarita River estuary in order to identify opportunities for wetland restoration.

2. Task 2: Wetland Restoration Plan with a Calculation of Carbon Sequestration Benefits

The Recipient shall conduct a literature review of coastal climate models, resiliency measures and carbon sequestration opportunities. Then produce a wetland restoration plan or manuscript identifying subject matter issues and provide management recommendations for restoration for the benefit of carbon sequestration and resiliency for the selected qualifying habitat location including calculation of carbon sequestration benefits, and evaluate climate change resiliency associated with sea level rise. For the purpose of assessing carbon sequestration benefits of the project, provide the following information as part of the final deliverable:

1. A description of the overall project to include, at a minimum, the following information:
 - a. Extent of project area with specific unit of measure (e.g, acreage, km², etc.),
 - b. Description of land conditions prior to project completion, to include photo documentation,
 - c. List of target species for removal, to include both common and scientific name
 - d. List of target species to be planted, to include both common and scientific name
 - e. Calculation of potential carbon sequestered or lost as part of the project and provide a thorough explanation as to the methodology used for the calculation.
 - f. Identification of four (4) year success criteria and annual benchmarks.

3. Task 3: Restore up to 20 Acres of Wetland Habitat in One or More Lagoons

In a selected location and in agreement with the IR, the Recipient shall perform ecological restoration and monitor of up to 20 acres of wetland habitat within the funding provided. At a minimum, for each plant species planted or removed, provide the following information (if plantings/removals will occur over multiple years, please provide this information for each year of the project):

- a. Number planted or removed overall or per unit of area (e.g., acre, km², etc.
- b. Size of plant (provide average if large number involved)

- c. CRAM assessment for estuarine wetlands, including evaluation of benchmarks and success criteria
- d. Description of land conditions after treatment, including photo documentation
- e. Calculation of actual carbon sequestered as part of the project, and delta between baseline and final conditions.

4. Task 4: Final Report

The Recipient shall draft a final report that provides a description of the restoration work performed. The Draft and Final Phase I and Phase II Annual Reports shall follow the formats described by The Ecological Society of America ('Ecology') or Chamberlain and Johnson 2008 for JWM (Journal of Wildlife Management), which is available at http://joomla.wildlife.org/documents/Manuscript_Guidelines_2008.pdf. Where the JWM Manuscript Guidelines do not provide sufficient direction, please follow the standards provided in Scientific Style and Format; The CSE Manual for Authors, Editors, and Publishers. Seventh Edition, Style Manual Committee Council of Science Editors. All statistical analyses are to be reported after Tacha, Warde, and Burnham (1982).

1. Reports shall be submitted on 8 ½ by 11 inch paper with folded maps or tables, as appropriate. All originals will be reproducible by black and white xerography and hard copies bound. Digital formats will include both MS Word and .PDF files that is compatible with Microsoft Office 2016 and Adobe Acrobat Reader. Draft documents will include line and page numbers. Final documents do not require line numbers. The final report should be perfect bound, with double-sided glossy pages. The page numbers should be located in the upper outside corner of each page with a spinal title displaying project title and year(s).

- a. The final report shall be arranged as follows:
 - i. Cover
 1. Photograph of species or effort
 2. Funded by: MCI-West/Marine Corps Base Camp Pendleton, Environmental Security Department,
 3. MCI-West and Camp Pendleton logos
 4. Primary Contractor name and logo
 - ii. Inside Cover

1. Prepared for NAVFAC SW
 2. NAVFAC SW logo
 3. Subcontractor name(s) if applicable
 4. Acknowledgements if any
 5. Preferred document reference
- iii. Title page showing the title, date, and Contract Representative's location
- iv. Sub-title page showing:
1. Title
 2. prepared by listing with affiliations
 3. prepared for listing
 4. date
 5. recommended citation
- v. Executive Summary (background, purpose, findings, conclusion, recommendations)
- vi. Table of contents arranged as follows:
1. table of contents
 2. list of tables
 3. list of figures (photos are considered figures)
 4. list of appendices
- vii. Introduction
1. include an overview of the project
 2. clearly state the project's purpose and objectives
 3. acknowledgments
- viii. Methods

1. Survey methods must be explained in sufficient detail that another biologist could duplicate the effort.
2. Dates of meetings and field surveys
3. Description of all analysis reported in results

ix. Results

1. Present all data collected from tasks identified in Section F. Data is to be presented using both tables and figures.
2. Analysis of trends, including annual precipitation and temperature data.
3. Total person-hours expended per survey area by survey period and any other information that would enable the reader to specifically quantify total person- hours required for the effort.

x. Discussion Section, Phase I Manuscript/Restoration Plan

1. The discussion shall present a summary of methods and results to include any anomalies discovered and assumptions made during analysis.
2. Discuss any modeling used to analyze estuarine conditions and future climate conditions, and limitations of those models.
3. Discuss the role of estuaries and lagoons in mitigating sea level rise and flood events, and how that may impact species positivity or negatively.
4. Discuss the impact of exotic plant and animal species occurrence and management tools for both aquatic and terrestrial.
5. Discuss the potential impacts of climate change on the long term native freshwater fish population trends and on management efforts.
6. Discuss availability of extant and potential future lagoon habitat for sensitive species occurring on Camp Pendleton, including but not limited to: Light-footed Ridgway's rail, California least tern, western snowy plover, Belding's savannah sparrow, southern tidewater goby, Southern California steelhead and least Bell's vireo.
7. Discuss any other observations which could be useful in future management of Camp Pendleton's estuary and bar-built lagoons.

- xi. Discussion Section, Phase II annual and Final Reports
 - 1. The discussion shall present a summary of methods and results to include any anomalies discovered and assumptions made during analysis.
 - 2. Discuss any modeling or equations used to analyze monitoring and success criteria.
 - 3. Discuss invasive plants species the Base needs to manage to maintain restoration sites.
 - 4. Discuss any other observations which could be useful in future management of Camp Pendleton's estuary and bar-built lagoons.
 - 5. Discussion implications of treatment with respect to carbon sequestration and sea level rise.

- xi Management Recommendations
 - 1. Provide recommendations for changes and/or improvements to wetland restoration aboard Camp Pendleton.
 - 2. Recommended management actions to promote carbon sequestration region wide

b. Meetings/Coordination

The Recipient shall be available throughout the Agreement period for consultation with the CATR and IR. A pre-performance meeting via telephone or in person is required for this Agreement. Issues regarding GIS guidelines, installation access, or scope clarification can be discussed at this meeting. A close-out meeting will be scheduled at the end of the project to discuss project successes and future management recommendations.

c. Submittals and Schedules

1. Health and Safety Plan/Accident Prevention Plan

The Recipient shall submit one electronic copy of the draft Health and Safety Plan (HSP) and Accident Prevention Plan (APP) within 30 days after the pre-performance meeting. See Section L Safety below for details on the SHP/APP. The final SHP/APP is due within 15 days after receipt of government comments.

2. Work Plan (Study Design)

The Recipient shall submit a Draft Work Plan no later than **60 calendar days** after the Pre-performance Meeting. The effort will include developing a work plan explaining the sampling design, surveying and monitoring, and analysis. The work plan shall include an introduction, methods, proposed survey locations, GIS data standards, a detailed schedule with milestones and dates of completion of each associated deliverable required by this Agreement. The plan also shall include a list of personnel who will work on the Agreement, their qualifications, and a description of the roles each will fill. A copy of all USFWS permits required to conduct work under this Agreement must be included in the detailed work plan. Reconnaissance surveys and/or geographical data may be required to adequately develop the Plan. The final work plan is due within **15 calendar days** after receipt of government comments.

3. Progress Reports

During Phase I, the Recipient shall submit monthly progress reports by the 5th of every month. The progress report shall be submitted via e-mail as an MS Word attachment only when work is performed. Each report shall reference the Project, Document number, and Agreement number. The report shall include the dates of the reporting period, a detailed account of work accomplished, a figure/map displaying locations of camera traps, an estimate of percentage of work completed, and an estimate of costs to date [reported verbally or written by email separately from the written report and at the same time]. The report shall include any past or future potential issues. Progress report structure and information required shall be amended as requested by the CATR or IR. The Base anticipates up to four (4) monthly reports for Phase I.

During Phase II, the Recipient shall submit quarterly progress reports by the 5th of the submittal month. Quarterly results should include a timetable with notable accomplishments and a summary of expenditures. Quarterly reports are not necessary when no action has been taken on the project, or when annual reports are due. The Base anticipates no more than twelve (12) quarterly reports for Phase II; reports can be sent via email in a Word document.

The Recipient will submit three (3) annual summary reports of work accomplished for Camp Pendleton. Annual summary reports should include a timetable with notable accomplishments and a summary of all work completed to date, and analyses of data. Each annual report should compare success of the project to previous years. When all work is completed, the Final report (as described below) shall be a full report that assesses all four (4) years of restoration actions and outcomes and provides Management Recommendations for future maintenance. The Base anticipates no more than twelve (12) quarterly reports for Phase II, and three (3) annual Summary Reports.

4. Draft and Final Report

a. Draft Report: The Recipient shall submit electronic copies via email of the draft report and two (2) CD/DVD electronic copies of the draft GIS data within 60 days of completion of fieldwork. The draft report should include cover page, table of contents, executive summary, introduction, methods, and discussion/ recommendations. The report shall provide detailed color GIS maps detailing the survey data. All maps are to be prepared in GIS data format. For purposes of the draft report all raw data, data sheets and electronic databases (including GIS data) shall be included with the electronic copy.

- i. The Base Representative will review the Manuscript and Draft Report and provide comments and/or modifications to the Recipient for incorporation into the report; if the draft report has several grammatical and/or organization errors or does not address Specific Requirements of the project, the submittal will be rejected.
- ii. 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 Base Representative and provide a copy to the Cooperative Agreement Administrator.
- ii. Electronic copies of all raw field data collected are to be submitted with the draft report. Photographs will be labeled by date, location, and species.
- iii. Recipient will provide additional drafts (if applicable) to the Base Environmental Security Department Coastal and Riparian and Ecosystems Section within 30 calendar days upon receipt of draft review comments.

a. Final Report: The Recipient shall summarize all reviews, interviews, field investigations and implementation in a report to be submitted to the IR within 30 calendar days of receipt of review comments on the final government approved draft report. The final report will be submitted with all of the information contained in the draft report as modified by Government comment. The final report will be distributed electronically to the CATR and electronically and in bound hard copy to the IR. The Recipient shall provide one complete set of unbound hard and electronic copies of the final report (including all photographs, appendices, copies of all data sheets completed in support of the project, all databases and other supporting information) to the NAVFAC SW regional NCR Records Management. The transmittal cover sheet and mailing instructions can be found in Environmental Work Instruction EWI 4, Revision 6 revised 30 September 2021 (available on request to the CATR). The hard copy sent to NCR Records Management shall be unbound and 3-hole punched without a binder, contact Diane Silva, diane.c.silva.civ@us.navy.mil, for current submission instructions according to the delivery table schedule. The digital copy provided should be on the minimum number of DVD's or CD's necessary to hold the required information. Four additional perfect bound hard copies on

8.5” x 11” glossy paper along with four (4) electronic versions and any electronic data on CD-ROM or DVD-ROM will be sent to the IR. All electronic deliverables will also be delivered via DoD SAFE or similar mechanism with a drop-off request initiated by the CATR or IR upon Recipient’s request. The GIS geodatabase shall include all maps and files produced for the study and shall be submitted in digital format on a CD/DVD.

The report will, as appropriate, contain high resolution 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 report are to remain as Government property and are to be provided to the Base Environmental Security Coastal and Riparian Ecosystems Section electronically with submission of the final report.

The Recipient agrees to submit the following deliverables for MCBCP:

Deliverable	Number of Copies	Due Date
Meeting Minutes	Electronic via email (1)	Submitted within 5 days after meetings
Draft Health and Safety Plan/ Accident Prevention Plan	Electronic via email (1)	submitted within 30 days of award of Agreement
Final Health and Safety Plan/ Accident Prevention Plan	Electronic via email (1)	Submitted 15 days after US Government has provided comments
Draft Work Plan	Electronic via email (1)	Submitted 60 days after Post Award Meeting
Final Work Plan	Electronic via email (1)	Submitted 15 days after US Government has provided comments
Draft Restoration Plan/Manuscript	Electronic via email (1)	Submitted 180 days after Post Award Meeting
Final Restoration Plan/Manuscript	Electronic via email (1)	Submitted 15 days after US Government has provided comments
Progress Reports	Electronic via email (1)	Submitted quarterly by the 5 th of the submittal month, annual summary reports within 60 days of completion of field work

Draft Impact Study Reports (includes draft GIS information)	Electronic via email (1) and (2) CD/DVD for GIS Information	Within 60 days of completion of field work
Final Impact Study Report (includes final GIS information)	3 hard copies and 3 electronic copies via CD/DVD	Submitted 30 days after US Government has provided comments

I. DATA AND PUBLICATION

1. This Cooperative Agreement is subject to, and Recipient shall comply with, 2 CFR 200.305 concerning “Intangible Property,” which includes use of research data. Any information or data protected by federal law will be identified by the Government prior to being provided to Recipient and the Government will notify the Recipient in advance of applicable limitations on such information. Except as to information so identified and limited, there are no restrictions on reporting or publishing reports based upon the fundamental research that is the subject of this Cooperative Agreement.

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

2. The acknowledgements for any paper or presentation resulting from this work shall include the following statement: This work was funded by Environmental Security Department, Resources Management Division, Marine Corps Base Camp Pendleton, California”

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.

J. GEOGRAPHIC INFORMATION SYSTEM DATA SPECIFICATIONS FOR DIGITAL DATA

GIS AND ELECTRONIC DATA REQUIREMENTS

It is the responsibility of the Recipient to ensure that all electronic deliverables comply with current parameters implemented across the United States Marine Corps and at MCBCP. GIS deliverables will follow current SDSFIE GEOFidelis data model parameters (<https://www.sdsfieonline.org>). The Recipient will request installation GIS data, current data dictionary, and template geodatabases from the Environmental Security Geographer.

SPECIFICATIONS FOR DIGITAL DATA

1. REFERENCES: Specifications for Digital Data will conform to the most recent edition of the following standards; where standards provide conflicting information pertaining to an issue, the most stringent information will apply.

- a. The United States National Computer Aided Drafting Standards (U.S. NCS)
- b. Computer Aided Design and Drafting / Geospatial Information System (CADD / GIS) Technology Center's Architecture, Engineering and Construction CADD (AEC CADD) Standards Please refer to the following link: <https://transportation.wes.army.mil>.
- c. Naval Facilities Instruction (NAVFACINST) 4250.1, CH 7, "Electronic Bid Solicitation (EBS) Policy"
- d. Environmental Systems Research Institute (ESRI) 102646, "North American Datum (NAD) State Plane California Zone VI and the Federal Information Processing Standard (FIPS) 0406 Projection System"
- e. Geodetic Reference System (GRS Spheroid) and the NAD / World Geodetic System (NAD/WGS)
- f. Epoch 1991.35, "Horizontal Data Sheet"
- g. North American Vertical Datum 88 (NAVD88)

2. **HARD COPY AND DIGITAL FORMAT:** Any maps, drawings, figures, sketches, geospatial data, spreadsheets, or text files prepared for this Agreement will be provided in both hard copy and digital form.

3. **TEXT, SPREADSHEET, and DATABASE FILES:** The Marine Corps standard computing software is Microsoft Office 2016 and Office 365.

- a. Final Reports and other text documents will be provided in Microsoft Word 2016/Office 365 format and Adobe portable document format (pdf).
- b. Spreadsheet files will be provided in Microsoft Excel 2016/Office 365 format.
- c. Databases will be provided in Microsoft Access format, unless specified otherwise, as approved by the Government. Prior to database development, the Recipient will provide the Government with a Technical Approach Document for approval, which describes the Recipient's technical approach to designing and developing the database.
- d. All text, spreadsheet, and database files will be delivered on a Compact Disk Read-Only Memory (CD-ROM), Digital Versatile Disc Read-Only Memory (DVD-ROM) or through DoD SAFE (<https://safe.apps.mil/>).
- e. When full sets of drawings are submitted in pdf format, the full set will be compiled and bookmarked as one pdf.

4. **MAPS, DRAWINGS, AND SKETCHES (Digital Geospatial Data):**

- a. **GEOSPATIAL DATA SOFTWARE FORMAT:** data will be provided in a form that does not require translation, preprocessing, or post processing before being loaded to the Installation's Authoritative Data Store (ADS). The Recipient will validate any deviation from this specification in writing with the Government Environmental Security GIS Analyst, the representative of the Installation Geospatial Information and Services (IGI&S) Department via the Project Manager (PM). Digital geographic maps and the related data sets will be delivered in the following software format:
 - i. **GIS:** utilize Personal or file Geodatabase format using ESRI's mapping software (ArcGIS 10.2). The geodatabase will be importable to a multi-user geodatabase using ESRI's mapping software (ArcSDE 9.3). The delivered data layer(s) will be provided with x, y domain precision of 1000.
 - ii. **NOTE:** ESRI's mapping software (ArcGIS 9.3) and ArcSDE are geographic information system software produced by the ESRI of Redlands, California. AutoCAD is software produced by Autodesk, Inc.

b. GEOSPATIAL DATA STRUCTURE:

- i. GIS DATA SETS: When developing/delivering geospatial data, the Recipient will develop the initial structure consistent with the most current version of the GEOFidelis Data Model. The GEOFidelis Data Model will be followed for geospatial database table structure, nomenclature, and attributes. The Recipient will consult with the Government concerning modifications or additions to the GEOFidelis Data Model. The Government may approve modifications to the GEOFidelis Data Model if it is determined that the GEOFidelis Data Model does not adequately address subject datasets. Copies of the GEOFidelis Data Model may be obtained by contacting the MCB Camp Pendleton Environmental Security GIS Office GIS Analyst via email at pndl_env_information_systems@usmc.mil or via phone at (760) 725-9724.

c. GEOSPATIAL DATA PROJECTION:

- i. Geographic data (regardless of format) will be provided in U.S. Survey Feet and projected into the California State Plane, "Zone VI and FIPS 0406 Projection System."
- ii. The maps and data will use the GRS 1980 Spheroid and the NAD83/WGS84. Epoch 1991.35 will be used the vertical datum used is NAVD88. This projection requirement applies to all GIS data layer deliverables as well as all CADD drawings such as As-Designed and Record Drawing project plans. Each data set will have a projection file if appropriate based on format.

d. GEOSPATIAL DATA COLLECTION:

- i. Survey grade Global Positioning System (GPS) data collection will be performed when specified in the Statement of Work (SOW) or if the Subject Project is a MILCON and / or utility project.
 - a. Survey grade GPS data collection will at a minimum use the Geoid2003 Continental United States (CONUS) epoch 1991.35 and spatial accuracy requirements for survey grade are 95% of GPS points are within 6 cm accuracy.
 - b. Every effort will be made to capture feature locations without using offsets unless obstructions are present.
- ii. All final GPS data collection activities will be logged with MCBCP'S IGI&S Department prior to initiation (temporary benchmarks set up for site work does not need to be logged).
 - a. GPS data collection will tie into the MCBCP GPS Station.
 - b. Checks will be made to existing Survey Control Monuments around the area of work (control coordinates; maps and Monument Record Sheets are available at the GIS Office).
 - c. All checks made to control points will be recorded and discrepancies noted in the deliverables.
 - d. Data collected but not verified via this method will not be accepted for submittal.

5. MAP PRODUCTS AND SUPPORT FILES: Finished map products, regardless of final print size, will be presented separately in both hard copy and digital formats. Final map products will be delivered in the following digital formats:

- a. Pdf Format: Resolution of 300 dots per inch (dpi) with no image compression. All fonts will be embedded. The Recipient will only use fonts that are licensed and available for use by the Government.
- b. Joint Photographic Experts Group (JPEG) Format: Resolution of 96 dpi with 24-bit true color.
- c. ESRI Map Document (MXD) Format: All maps constructed will have the associated MXD delivered to allow for future printing and modification, as necessary, by the Government. MXDs will use the 'relative paths' option. The Table of Contents (TOC) within the MXD will be orderly and contain a logical naming structure.

Media for Geospatial Data Deliverables: Geographic data will be delivered to the Base Representative on two (2) copies of CD-ROMs or DVD-ROMs, separately from the deliverables containing the draft and final reports, raw data, and photographs. This media will contain only the data as designated in the Task sections of the SOW. Do not include working files of the Recipient or original installation data used by the Recipient to develop deliverables.

6. GEOGRAPHIC DATA DOCUMENTATION (Metadata): For each digital file delivered containing geographic information (regardless of format), the Recipient will provide documentation consistent with the GEOFidelis Metadata Guidelines, which follow Federal Geographic Data Committee (FGDC) Content Standards for Digital (CSD) Geospatial Metadata (CSDGM). Both 'Mandatory' and 'Mandatory as Applicable' fields will be completed for each geographic data set, as well as selected 'Optional' fields. The documentation will include, but not be limited to, the following:

- a. The name, description, abstract, and purpose of the data set / data layer
- b. The source of the data and any related data quality information such as accuracy and time period of content.
- c. Descriptions of the receiver and other equipment used during collection and processing, base stations used for differential corrections, software used for performing differential corrections, estimated horizontal and vertical accuracies obtained, and conversion routines used to translate the data into final geographic data delivery format.
- d. Details of all checks made to existing control points and any discrepancies noted.

- e. Type of data layer (point, line, polygon, etc.).
 - f. Field names of all attribute data and a description of each field name.
 - g. Definition of all codes used in the data fields.
 - h. Ranges of numeric fields and the meaning of these numeric ranges.
 - i. The creation date of the map layer and the name of the person who created it.
 - j. A POC will be provided to answer technical questions.
 - k. Metadata generation tools included in the ESRI's mapping software (ArcGIS 9.3) suite of software (or equivalent technology) will be used in the production of the required metadata in Extensible Markup Language (XML) format. Regardless of the tools used for metadata creation, the Recipient will ensure that the metadata is delivered in XML format.
 - l. NOTE: The metadata will be formatted from the Installation database perspective, not the Recipient project perspective. Therefore, such items as POC will be the Installation's POC currently associated with the data and not the Recipient's PM. The Recipient will use language and format consistent with existing Installation metadata. Specific guidelines may be found within the GEOFidelis Metadata Authoring Guide. A copy of the guide may be obtained by contacting Environmental Security GIS, and the IGI&S Department.
6. **GEOGRAPHIC DATA REVIEW:** The digital geographic maps, related data, and text documents will be included for review in the draft and final contract submittals. The data will be analyzed for discrepancies in subject content, correct format in accordance with these specifications, and compatibility with the existing GIS system. The Recipient will incorporate review comments to data and text prior to approval of the final submittal.
7. **OWNERSHIP:** All digital files, final hard copy products, source data acquired for this project, and related materials, including that furnished by the Government, will become the property of MCBCP and will not be issued, distributed, or published by the Recipient without the written consent of the Base Representative.

Contact Information:

For project inquiries, please contact the CATR and IR. For geospatial questions contact:

Thomas Gramsch
Geographer
Environmental Security
Building 22165
Box 555008-5008
Camp Pendleton, CA 92055-5008
thomas.gramsch@usmc.mil
pndl_env_information_systems@usmc.mil
Tel: (760) 725-9724

K. RELEASE OF PUBLIC 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 US Government and a determination appropriately made by the cognizant US Government representative concerning release of information pursuant to the authority (Federal or State) cited by the requester. All inquiries shall be directed to the Public Affairs Officer at the Installation and Public Affairs Officer at NAVFAC SW through the IR and 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 handling 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 statement 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. INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A GOVERNMENTAL COOPERATIVE AGREEMENT

1. In the event of damage, including damage by contamination, to any US Government property by the Recipient, its officers, agents, servants, employees, or invitees, the Recipient, at the election of the US Government, shall promptly repair, replace, or make monetary compensation for the repair or replacement of such property to the satisfaction of the US Government.
2. In the event the Recipient uses a contractor(s) to perform any work required by this Agreement, the Recipient shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the United States of America, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.
3. The insurance requirements herein are minimum requirements and in no way limit the above indemnity covenants. The United States of America in no way warrants that the minimum limits contained herein are sufficient to protect the interests of the United States Government or Contractor from liabilities that might arise out of the performance of the work contemplated under its Agreement with the Recipient by the Contractor, his agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

N. INSURANCE

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

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

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

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

5. The 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 US Government and, to the extent of its liability as provided in this Section N, shall, upon demand, either compensate the US Government for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the US Government may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the 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 US Government, and such excess of cost shall be reimbursed to the Recipient by the US 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 US 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 US Government on account of loss of or damage to any item or part of the premises or facilities as may be necessary to enable the 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 US Government the amount of such proceeds.

O. 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 10 percent of the Cooperative Agreement overall value shall be paid when the final report and all other submittals listed in Section H 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 using in accordance with Defense Federal Acquisition Regulation (DFAR) 252.232-7006 Wide Area Work Flow Payment Instruction. See Attachment B for instructions on payment procedures.

P. EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT REPORTING

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

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

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>

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 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 Marine Corps Base Camp Pendleton under this Cooperative Agreement, No. N62473-23-2-0019."

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 US 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 Marine Corps Base Camp Pendleton under this Cooperative Agreement, No. N62473-23-2-0019.

e. Loss, if any, under this policy shall be adjusted with Recipient and the proceeds, at the direction of the US 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 WORKFLOW PAYMENT INSTRUCTIONS

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract/order: **N62473-23-2-0019**

(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 financing, submit a commercial financing request.

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

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(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

jason.s.fraker.civ@us.navy.mil

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

(End of clause)