

**STATEMENT OF OBJECTIVES
MEXICAN SPOTTED OWL SURVEYS NAVAL OBSERVATORY FLAGSTAFF STATION,
FLAGSTAFF, ARIZONA
N62473-24-2-0004**

TABLE OF CONTENTS

SECTION LETTER	TITLE	PAGE
A	INTRODUCTION	2
B	PURPOSE	2
C	LOCATION	2
D	DESIGNATED REPRESENTATIVES	3
E	PERIOD OF PERFORMANCE	4
F	MATERIAL AVAILABLE FOR REVIEW	4
G	GENERAL REQUIREMENTS	4
H	SPECIFIC REQUIREMENTS	9
I	MEETINGS/COORDINATION	10
J	SUBMITTALS AND SCHEDULES	10
K	DATA AND PUBLICATION	13
L	RELEASE OF INFORMATION	14
M	SAFETY	14
N	HOLD HARMLESS	15
O	INSURANCE	16
P	PAYMENTS	17
Q	EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT REPORTING	18
R	PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE OR EQUIPMENT	19
S	SUBMISSION OF GRANTS VOUCHERS	20
Attachment A	DRAFT AND FINAL REPORT FORMAT	23
Attachment B	INSURANCE REQUIREMENTS	27

A. INTRODUCTION

In Arizona, the Mexican spotted owl (*Strix occidentalis lucida*) (MSO) is distributed widely in association with forest and steep canyon habitat (Ganey and Balda 1989, Willey 1998a). The owl was listed as a "threatened species" in 1993 by the U.S. Fish and Wildlife Service (USFWS) (United States Department of Interior (USDO) 1995), and was placed on the Arizona Game and Fish Department's Identification, Inventory, Acquisition, Protection, and Management (IIPAM) list of sensitive species needing further study. MSO is declining in core sections of its range in Arizona (Seamans et al. 1999), and the decline may be associated with habitat loss and fragmentation (Franklin et al. 1990).

B. PURPOSE

The purpose of this Cooperative Agreement is to conduct presence/absence protocol surveys for the MSO at and adjacent to the Naval Observatory Flagstaff Station (Station). The surveys provided through this Cooperative Agreement are required through an operation and maintenance measure imposed by the U.S Fish and Wildlife Service (enclosure 1) as enacted through the Federal Endangered Species Act. Moreover, this survey requirement is also required by 16 USC §670c-1 (Sikes Act). Military installations are required to provide development, maintenance, and coordination of wildlife, fish, and game conservation and rehabilitation in military reservations. As required through the above mentioned measure and statutes, the Station is required to provide surveys on the MSO for a duration of 15 years beginning in 2012. Data will be provided in a written report summarizing all results. This work continues the efforts started under cooperative agreements N62473-14-2-0007, and N62473-19-2-0008. The Navy still has the need and requirement to continue surveys of the MSO.

The Cooperative Agreement is to provide for MSO surveys at the Station. In order to accomplish this objective, the Recipient shall conduct presence/absence surveys for MSOs at the same MSO calling stations censused from 2006 to 2023. The Recipient shall follow the same survey methodology and calling routes as described in Johnson et al. (2007). All surveys will be designed and conducted in accordance with the current approved USFWS MSO protocol (USFWS 2003). The Recipient shall document the age, sex, and activity (calling, foraging, roosting, etc.) of all MSOs or any other owl species detected during surveys. The Recipient shall possess a current federal endangered species permit from the USFWS authorizing the Recipient to conduct MSO surveys. These MSO surveys will occur in the Base Period with one (1) future option period to conduct surveys.

C. LOCATION

The Station is located on 287 acres approximately 5 miles west of the city of Flagstaff on Old Route 66 (Business Route 1-40) in the Coconino National Forest, Coconino County, Arizona. The Naval Observatory is bordered by national forests on the east and north, Arizona State Trust lands to the west and south, and private lands. The Station is mostly hilly with five telescopes on top of the knolls. Elevations at the Station range from 7,305 ft. at the north boundary to 7,575 ft. at the main telescope building. The survey area consists of all lands within the boundaries of the Station and all other lands within the boundaries of the Dry Lake Protected Activity Center

(PAC).

D. DESIGNATED REPRESENTATIVES

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

2. The Technical Representative or CATR is Dr. Robert Lovich, Natural Resources Specialist for Naval Facilities Engineering Command, Southwest Division, 1220 Pacific Highway, San Diego, CA 92132. Phone (619) 705-5673; email robert.lovich@navy.mil.

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

3. The Installation Representative is Mr. Robert Powell, Natural Resources Specialist, Naval Air Facility El Centro, 1605 3rd St. Bldg 504, El Centro Ca. 92243 phone (760) 339-2530; E-mail robert.j.powell4@navy.mil

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

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

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

6. For the purposes of this Agreement, the term Recipient shall mean **To Be Determined**.

E. PERIOD OF PERFORMANCE

The proposed period of performance consists of one (1) 36-month base period, and one (1) 24-month option period. If Option Period 1 is awarded, the period of performance will be extended by 24 months from the end of the Base Period. Option Period 1 may be unilaterally awarded within the last 6 months period of performance of the Base Period of the Cooperative Agreement and is subject to the availability of funds. The end date is the anticipated date that the Final Report is accepted by the Government. In the event that Option Period 1 is exercised, a cumulative report consisting of the Base Period and Option Period 1 will be the Final Report. All option periods are subject to the availability of funds.

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. MATERIAL AVAILABLE FOR REVIEW

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

- a. Integrated Natural Resources Management Plan.
- b. Prior year MSO survey reports.

G. GENERAL REQUIREMENTS

1. The Recipient shall be responsible for providing all materials, equipment and supplies used in this project. The Recipient shall be responsible for the selection, development and implementation of all control and monitoring techniques/methods. The Recipient shall use methods and equipment in accordance with Federal and State laws.
2. The Recipient shall provide all transportation, meals, and lodging for himself/herself and his/her personnel as well as all equipment and analysis necessary to complete the work. The Recipient will provide all necessary equipment (GPS, GIS, etc.) to complete the required project. All equipment is subject to the inspection by and approval of the Installation safety officer.
3. The Recipient shall provide all equipment (unless otherwise stated) and analyses necessary to complete the work described within this Agreement. All data (raw and associated files), photographs, and equipment > \$5000 per unit in value and supplies > \$5,000 in aggregate value purchased with Agreement funds (including computer software) shall become the property of the Department of the Navy (DoN) at the end of the Agreement. Equipment is defined as “tangible nonexpendable personal property including exempt property charged directly to the award having a useful life of more than one year.” Supplies are defined as “All personal property excluding equipment, intangible property, and debt instruments, and inventions of a contractor conceived or first actually reduced to practice in the performance of work under a funding

agreement ("subject inventions"), as defined in 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements."

4. The Recipient shall visit the project area as often as necessary and within the time limits stated below to accomplish the purposes of the Agreement as detailed further in this Scope of Work. It is the Recipient's responsibility to obtain security and entrance clearances and camera passes for himself/herself and his/her personnel onto the Installation. The Recipient must comply with all security rules, regulations, requirements, and day-to-day operational changes thereto. Unannounced changes to day-to-day operational procedures may, at times, prohibit the Recipient access to 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.

5. The Recipient shall manage the total work effort and assure fully adequate and timely completion of services required under this Agreement. Included in this function shall be a full range of management duties including, but not limited to, planning, scheduling, inventory, analysis, quality control, and for meeting professional industry standards for conducting desert tortoise and Inyo California towhee surveys.

6. Due to the complexity of work, the Recipient shall provide a Project Manager and Field Technicians with the following minimum qualifications:

a. Project Manager (PM): This 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 study. Project Manager shall have the minimum qualifications:

1. Bachelor of Science degree in zoology, biology, ecology, wildlife management or a related field experience from an accredited college or university.
2. Three (3) years of relevant field monitoring experience (MSO) and USFWS Authorized Biologist (MSO), including experience in supervising field crews.
3. Three years of local experience in identifying and sampling MSO.

b. A minimum of one (1) Field Technician. The Recipient shall designate one or more people as responsible for field tagging efforts. This person shall have, at the minimum:

1. A Bachelor of Science degree in zoology, biology, ecology, wildlife management, botany, landscape architecture or horticulture or other related field from an accredited college or university.
2. A thorough understanding of regulations regarding MSO.
3. Due to the complexity of work, the Recipient and/or his/her representatives must

have the following minimum qualifications:

All required state and federal permits, such as the U.S. Fish and Wildlife Service 10 (a)(1)(A) permit to conduct the activities stated in this Agreement. **A copy of all required permits or evidence of renewable permits must be submitted with the proposal.**

7. The Recipient shall provide the CAA 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 or Grants Officer.

8. The Recipient shall work closely with the CATR and Installation Representative in planning and carrying out all field investigations.

9. 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., Arizona Department of Game and Fish, U.S. Fish and Wildlife Service (USFWS), National Marine Fisheries, etc.) necessary to conduct the activities stipulated in this Agreement. All required permits shall be submitted to the CATR during the kickoff meeting, or prior to the initiation of any fieldwork that requires permitting, whichever comes first. All permits will be submitted as part of the proposal.

10. 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.

11. 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.

12. Vehicle operators may **not** use cell phones unless the vehicle is safely stopped or the cell phone employs a "hands free" device. Drivers may not hold, dial, and text or adjust the phone while the vehicle is in motion. Hands free systems such as ear buds, blue tooth, OnStar and other voice activated or speaker phone systems are authorized. Installation Security personnel can issue military motor vehicle citations to operators in violation of this policy. These citations result in a three-point penalty assessed to the violator's driving record and if a driver accumulates twelve points within a twelve month period or eighteen points within a twenty-four month period he/she is subject to suspension of Installation driving privileges for one year.

13. 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 DoN. Legible copies of the field notes, data forms and other information shall be provided to the CATR and Installation Representative upon request.

14. 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 Installation representative, at their discretion, may subject draft work plans, draft reports or draft manuscripts to external peer review.

15. The Recipient is required to submit a proposed field schedule in writing to the CATR and Installation Representative prior to the kickoff meeting. The schedule will identify by date, time and personnel, and location when sites are to be visited. Any variation(s) will be communicated via email or telephone to the CATR and Installation Representative at least 48 hours in advance of any changes.

16. In order to avoid impacts to federally listed, rare, or endemic plants the Recipient must coordinate all vegetation and ground disturbing activities with the Installation Representative, and Natural Resources Program Manager at (760) 339-2530. 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.

17. No ground disturbing activities are to take place without the concurrence from the Cultural Resources Program Manager at (760) 939-3222. Under no circumstances shall the Recipient violate the Archeological Resources Protection Act. If any objects are found that appear to be cultural or archeological resources contact the Cultural Resources Program Manager. If the Recipient accidentally disturbs an archeological and/or cultural resources site, the Recipient shall leave the site immediately (as intact as possible) and contact the Cultural Resources Program Manager.

18. No buildings will be modified or altered.

19. 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.

20. The Recipient shall inform the CATR and Installation Representative via e-mail of any unusual activity observed while conducting surveys in the field (e.g. trespassers or persons in unauthorized areas). Information should include (a) location, (b) date, (c) time, and (d) any detailed facts regarding the activity. In addition, information regarding trespassers should be reported to Security at (928-779-5132) as soon as possible.

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

22. Throughout the term of this Agreement the CATR and the Installation Representative shall be afforded the opportunity by the Recipient to periodically observe 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.

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

24. The Recipient shall visit the Station as often as necessary to accomplish the purposes of this Agreement, as further specified in the Specific Requirements below.

25. The Recipient shall work closely with the CATR and Installation Representative in planning and carrying out all field activities. It is the Recipient's responsibility to ensure that all personnel who visit the Station coordinate with the Installation Representative regarding site access. The Recipient shall provide a list of all personnel working on this project to the Navy Agreement Representative and Installation Representative.

26. The Recipient understands that fire closures may occur at anytime from May through September resulting in denied or restricted access to the forest due to high fire danger. If this situation occurs, the Installation Representative will advise the Recipient of the fire danger closure or restriction. The Installation Representative will advise the Recipient whether access will be authorized and the restrictions that will be imposed on the Recipient. It will be the Recipient's responsibility to obtain any permits required to access the site during any fire closure or restriction.

27. The Recipient, with Agreement funds, shall provide all transportation, meals, and lodging for field personnel. Costs incurred under this paragraph shall be reasonable, shall be of a type generally recognized as necessary for the performance of similar agreements, and consistent with the Recipient's established policies and practices applicable to these types of field activities.

28. Sections of this Agreement may be added to, deleted, or modified during the year to reflect project changes or new information, such as program cost increases or manpower requirements. Any management activities not specifically provided for within this Agreement that are deemed

necessary to carry out this Agreement shall be discussed with and mutually agreed to by the Recipient, Navy Agreement Representative, the Navy Cooperative Agreement Administrative Officer/Representative, Grants Officer, and the Installation Representative prior to implementation by the Recipient. Changes in this Agreement will be made effective only through an Agreement amendment signed by the Recipient and the Grants Officer.

29. All work conducted in support of this Agreement will comply with all federal laws applicable to the Station such as the Endangered Species Act (ESA), Migratory Bird Treaty Act, etc.

30. Throughout the term of this Agreement, the Navy Agreement Representative and Installation Representative may periodically accompany the Recipient in the field to observe work activities.

31. The Recipient and/or his representative(s) shall inform the Installation Representative in writing, preferably via electronic mail, of any unusual activity observed while conducting conservation research activities in the field (e.g. trespassers). Information should include (1) location, (2) date, (3) time, and (4) any detailed facts regarding the activity.

32. The Recipient shall ensure that all project personnel conduct their activities in a manner that ensures the safety of field crew members and any others and that avoids damage to vehicles, existing structures, natural resources, or any other resources or property.

33. All Non-Government personnel working on the Base are required to obtain credentials for entry.

H. SPECIFIC REQUIREMENTS

1. The Recipient and/or PM shall conduct presence/absence surveys for MSOs at previous calling stations within the installation and its immediate vicinity. The Recipient/PM shall follow the same methodology, calling stations and calling routes as described in Johnson et al. (2007). All surveys will be designed and conducted in accordance with the current approved USFWS MSO protocol (USFWS 2003). Surveys will be planned, coordinated, and kickoff meeting held in 2024, and conducted in Spring and Summer of both 2025 and 2027. If awarded, Option Period 1 would allow for an additional survey in 2029.

2. The Recipient shall document the age, sex, and activity (calling, foraging, roosting, etc.) of all MSOs or any other owl species detected during surveys. All calling stations were previously permanently marked and the Recipient/PI shall ensure that the permanent markers are maintained. If any permanent markers are missing, the Recipient shall relocate the calling

stations with a Geographic Positioning System and remark them.

3. The Recipient and/or PM shall possess a current federal endangered species permit from the USFWS authorizing the Recipient/PM to conduct MSO surveys.

I. MEETINGS/COORDINATION

1. The Recipient or his/her designee will attend a kickoff meeting with the CAA, CATR and Installation representatives to ensure coordination of activities. The CATR or Installation representative shall arrange the meeting.

2. The Recipient shall be available throughout the Agreement period for consultation with the CATR and Installation Representatives on matters involving the Mexican Spotted Owl at Naval Observatory Flagstaff Station.

J. SUBMITTALS and SCHEDULES

DOCUMENT/PRODUCT	NUMBER OF COPIES	DUE DATE
Draft Work Plan	1 digital copy via E-mail	After Agreement award
Final Work Plan	1 digital copy via E-mail	15 calendar days after receipt of Government comments on the draft study plan in FY2024
10(a)(1)(A) Reports	1 digital copy via E-mail	30 days following completion of each survey effort and prior to USFWS submittal
Draft Project Report (2025 and 2027=2X)	2 color hard copies (1 bound, 1 unbound) and 2 electronic copies	45 calendar days after completion of work
Final Project Report (2025 and 2027=2X)	6 color hard copies (5 bound, 1 unbound) and 5 electronic copies	30 calendar days after receipt of Government comments on the draft project report

1. Electronic copies of all submittals/schedules/deliverables (examples include, but are not limited to, draft/interim/final reports, progress reports/monthly reports) will be provided to the Cooperative Agreement Administrator for retention in the official agreement file.

Submittal/Deliverable Standards: All submittals/deliverables are expected to be of the highest professional quality and will be rejected if any of the following exists:

- (1) there are typographical errors, spelling, or grammar mistakes; or
- (2) results and discussion are not tied directly and continually to natural resource management concerns of the installation; or
- (3) the document is not organized in a manner that flows well; or
- (4) the document does not provide appropriate context, background, literature review, and comparison to other relevant studies, locations, and similar species.

(5) The appropriate style guide is not adhered to (in most cases this is the JWM or CSE).

2. Work plan

a. Draft work plan: The Recipient shall present a draft work plan within 30 calendar days of award of this Agreement. The draft work plan will include field survey methods, protocols, and a timeline for conducting the work. The draft work plan will also outline data that shall be collected including the proposed GIS data collection and delivery format. The draft work plan shall also include a copy of all required permits and/or letters requesting permits for collection of threatened or endangered species. The draft work plan will be reviewed by the CATR and Installation representative, and the CATR will provide the Recipient a consolidated list of comments, suggestions, or edits (if there are any) within 15 calendar days from receipt of the draft work plan. Only the CAA has the authority to make changes to the 15 calendar day review period.

b. Final work plan: The Recipient shall incorporate all comments, suggestions, or edits (if there are any) provided by the CATR on the “Draft Work Plan” to the “Final Work Plan”, and the Recipient shall submit (electronically via email) the “Final Work Plan” within 15 calendar days from the date the Recipient received the final review comments provided by the CATR. If there are no comments, suggestions, or edits on the draft work plan, the Recipient shall resubmit marked “Final Work Plan”. The work plan must be approved by the CATR and Installation Representative prior to the initiation of any work on the Installation..

3. 10(a)(1)(A) Reports: In accordance with USFWS survey protocol and/or 10(a)(1)(A) permit requirements, the Recipient is required to submit a final report to the USFWS that depicts survey dates, and times and includes descriptions or accounts of methods, locations, data and information identified in the survey protocol. The Recipient shall submit a draft of this report to the CAA, CATR and Installation Representative for review within 30 days following the completion of the survey effort but at least 15 days prior to submittal to the USFWS.

4. Draft Project Reports: The Recipient shall provide five (5) bound and one (1) unbound hard copies and electronic copies of the draft report following completion of all surveys in 2025, and 2027. Finally, the report shall also present any other conclusions that can reasonably be made from the data set. The CATR and Installation Representative will have thirty (30) days to provide comments.

The draft report shall be submitted in scientific format and shall include the following: 1) Title page showing title, date, cooperative agreement number, Installation representative and CATR contact information; 2) Sub-title page showing title, prepared by listing, prepared for listing, date and recommended citation; 3) Table of contents; 4) Abstract; 5) Introduction; 6) Methods; 7) Results; 8) Discussion; 9) Conclusions (to include recommendations for future project or study). (Attachment A)

The draft report shall be a complete document that has been proofread for spelling and grammatical errors and contains all text, figures, graphics, photographs and tables provided for review.

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

Data. All raw data, data sheets and electronic databases (including GIS data) shall be submitted as appendices with the draft Annual Report. Electronic databases shall be submitted on a labeled CD-ROM in a pocket affixed to the draft Annual Report.

Maps

1. All maps created for this Agreement shall be incorporated in the draft and final reports. All maps shall be printed on 8.5 by 11-inch paper or 11 by 17-inch paper folded to match the size of the report(s).
2. All maps created for this Agreement shall contain the following information: (a) title, (b) scale bar, (c) legend, (d) date, (e) north arrow and (f) notation identifying who prepared the map.
3. All maps created for this Agreement shall contain the following information: (a) title, (b) scale bar, (c) legend, (d) date, (e) north arrow and (f) notation identifying who prepared the map. All maps created for this Agreement shall be incorporated in both the printed and digital copies of the draft and final project reports. If required, all maps shall be printed on 11 by 17-inch paper and folded to match the size of the report(s). All maps shall be printed at an acceptable scale using a California State Plane Coordinate System projection, Zone 5 in U.S. Survey feet, North American Datum 1983 and shall contain the following information: (1) title, (2) scale bar, (3) legend, (4) date of creation, (5) north arrow, and (6) creator's name and/or organization. Digital copies of all maps shall also be provided. Additionally, the spatial data used to generate any maps shall be provided and shall be in ESRI ArcView shapefile format. A README.txt file shall describe the contents of each diskette and the total number of diskettes containing spatial data. Also, a metadata file shall be produced for each shapefile created and these metadata files shall be included on the diskettes. Metadata should follow the Federal Geographic Data Committee (FGDC) format for describing geo-referenced data.

c. Photographs

The Recipient will document and record pertinent aspects of the work using 35 millimeter color slide film or digital imagery. Copies of all photographs and/or electronic images taken while performing work for this Agreement shall be submitted with the final project report. All electronic images shall be recorded with an original quality of not less than 3 megapixels. All slides/electronic images will be labeled with at least the following information: 1) subject/activity, 2) location (specific place), 3) date, and 4) photographer. Photographic documentation of all methods used to complete the requirements under this Agreement shall be provided in the final project report.

5. Final Project Reports: The Recipient shall incorporate all comments, suggestion, or edits on the draft Reports to the Final Annual Reports. The Recipient shall submit the Final Annual Reports within thirty (30) days from receipt of all comments in 2025 and 2027 respectively. The final report is to include color photographs or laser color copies of these photographs documenting all aspects of this work in a 4 x 6inch or similar-sized format. All digital film or original slides taken for this project shall become DoN property and shall be submitted electronically. All photos shall be appropriately labeled with information to include: date, general location, specific subject, ID of any people in the picture and photographer. All photos, along with an electronic version of the final report are to be submitted to the CATR. The electronic reports shall include the final reports and all associated figures, tables, maps, photographs, etc. and shall be provided in both PDF and MS Word.

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

Copies of all raw data and data sheets shall be submitted as an appendix in the final project report. Copies of all field notes, field data forms (raw data), photographs, electronic storage of field data, etc. collected and produced as part of this Agreement shall be provided to the U.S. Navy.

K. 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 Department of the Navy on behalf of Naval Observatory Flagstaff Station."

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.

L. RELEASE OF INFORMATION

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

M. SAFETY

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

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

A Site Safety and Health Plan (SSHP) is also required if the work involves potential exposure to hazardous, toxic or radioactive waste (HTRW). The minimum requirement for the SSHP is in Section 33 of the EM 385-1-1. Include an Activity Hazard Analysis (AHA) for all tasks reasonably anticipated to be performed as part of this Statement of Objectives. 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 DoN. 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-hour 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.

N. 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.

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

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

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

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

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

P. PAYMENTS

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

2. The final payment of 15 percent of the Cooperative Agreement overall value shall be paid when the final report and all other submittals listed in 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 Section S for instructions on payment procedures.

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

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

Q. 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.frs.gov> for each first-tier subcontract:

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

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

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

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

R. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE 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.

S. SUBMISSION OF GRANTS VOUCHERS

(a) *Payment Requests.* Cooperators shall use Wide Area Work Flow (WAWF) to submit payment

requests in the form of a grants voucher.

(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor 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/>. Grants Voucher training is available at [Grant Voucher \(eb.mil\)](#).

(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 cooperative agreement:

(1) *Document type.* The Contractor shall submit payment requests using the Grant Voucher.

(2) *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
Select Document to Create	Grants Voucher
Issue By DoDAAC	N62473
Admin DoDAAC	N62473
Grant Approver/Extension	N62473/ECOMP

(3) *Payment request.* The Contractor shall ensure a payment request includes a Standard

Form (SF) 270 and/or SF 425. If it is a final payment request, the Cooperator shall also ensure a release of claims statement is included.

(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](mailto:NAVFAC_SW_ECOMP_inspector@navy.mil)

robert.lovich@navy.mil

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

END

ATTACHMENT A
DRAFT AND FINAL REPORT FORMAT

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

- i. Title page showing the title, date, and CATR and Installation representative location and Cooperative Agreement Number
- ii. Sub-title page showing:
 - (a) Title
 - (b) “Prepared by” listing with affiliations
 - (c) “Prepared for” listing, and shall include the Installation representative location
 - (d) “Under contract to” listing, and shall include the CATR representative location
 - (e) Date
 - (f) Recommended citation
- iii. Table of contents, arranged as follows:
 - (a) Table of contents
 - (b) List of tables
 - (c) List of figures (photographs are considered figures)
 - (d) References/literature cited
 - (e) List of appendices
- iv. Abstract
- v. Introduction
- vi. Study Area
- vii. Methods
 - (a) This section should not be quantitative in nature, but should include information such as specific hours of the day, days of week that surveys/observations were accomplished, survey procedures, equipment used, etc.
 - (b) Each method used to acquire data must be explained in sufficient detail such that another researcher could duplicate the study.
 - (c) Each statistical technique used must be accompanied by a justification and explanation as to why that particular test was chosen to analyze the data set.
- viii. Results at a minimum include:

- (a) Data collected from tasks identified. Data are to be presented using both tables and figures. Cumulative analyses of data collected by previous contractors between 1998 and 2006 shall be conducted where appropriate and scientifically meaningful.
 - (b) Total man-hours spent by time period (0400 - 1200 hrs. and 1201 - 2000 hrs.), for: surveying - by site (canyon or other identified geographic area), monitoring each nest site, and any other information that would enable the reader to specifically quantify total man-hours spent on each significant activity.
 - (c) The chronology of releases including locations, and distribution, and the success of nesting
 - (d) The incidental observations of potential predators
- ix. Discussion. At a minimum this section shall include:
- (a) A biologically meaningful synthesis and discussion of current and past results and with other recent studies obtained from the most updated scientific manuscripts, including unpublished scientific literatures, if available.
 - (b) Relevant work from previous research conducted, as appropriate, particularly in reference to long-term data collection and cumulative analyses.
- x. Conclusions and Management Implications
- (a) Provide a summary highlighting the important factors influencing shrike survival and nesting success
 - (b) Provide a list of recommendations to improve or increase the efficiency of shrike management actions
 - (c) Provide recommendations to improve shrike management
- xi. Acknowledgments
- Include the following statement: "This research was funded by Naval Facilities Engineering Command Southwest."
- xii. Appendices. All appendices contained in Heath et al. 2006 shall be included, with any appropriate additional appendices.
- xiii. Electronic Appendices. Two copies of each Appendix shall be submitted on CD-ROM(s) as described below. 'Read Only' formatted files will not be accepted. The CD ROM(s) shall include an ASCII text file labeled README. The README file is to describe the contents of each CD and the total number of CDs. Should the

Installation Representative and/or CATR have problems loading the data into the Navy's database, or should the data be incorrectly recorded, the Recipient will work with the CATR and/or Installation Representative to correct the problem. Successful loading of the data must be accomplished for final deliverables to be approved.

- (a) An inventory (to be included as an Appendix) of all equipment and supplies \leq \$5000 purchased under this Agreement. The Recipient's property management standards for equipment acquired with Federal funds and federally-owned property shall include all of the following:

1. Records for equipment and federally-owned property shall be maintained accurately and shall include the following information:

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

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

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

- (a) An electronic copy of the report (text, tables and figures, not to include color photos or figures submitted in ARCVIEW) shall be submitted with the final report in a format readable by Microsoft Word.
- (b) All databases containing raw data and all associated electronic data summary and analytical files, shall be formatted in Excel, Word, Dbase IV, or any compatible

Microsoft database software. Microsoft ACCESS files shall include all queries, reports, tables etc.

- (c) All electronic source files for tables and figures shall be labeled and submitted.
- (d) Electronic versions of all appendices printed in the FAR in formats readable by Microsoft Word or Excel.
- (e) Electronic copies of all GIS coverages developed as part of this Agreement shall be submitted with the final report. These coverages shall be compatible with the existing GIS and readable in ARCVIEW 3.2.

ATTACHMENT B

SELF-INSURANCE REQUIREMENTS FORM

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

1. PUBLIC LIABILITY AND PROPERTY DAMAGE

a. Required minimum amounts of insurance listed below:

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

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

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

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

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

- Provide evidence of Excess Liability Insurance in the amount necessary to meet or exceed the minimum requirements in Item #1 above.
- The following endorsements are required for Excess Liability insurance policies:
 - a. "The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."
 - b. "The Commanding Officer, Naval Facilities Engineering 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 Observatory Flagstaff Station.” under this Cooperative Agreement, No. N62473-24-2-0004.

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

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

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

1. PUBLIC LIABILITY AND PROPERTY DAMAGE

a. Required minimum amounts of insurance listed below:

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

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

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

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

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

d. "This insurance certificate is for use of facilities at "Naval Observatory Flagstaff Station." under this Cooperative Agreement, No. N62473-24-2-0004.

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.**

