STATEMENT OF OBJECTIVES
BOTANY MANAGEMENT PROGRAM AT NAVAL AUXILIARY LANDING FIELD
SAN CLEMENTE ISLAND, CALIFORNIA
N62473-24-2-0010

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A. INTRODUCTION

San Clemente Island (SCI) is uniquely capable of supporting integrated training and, as such, is a highly valuable, irreplaceable asset to the Navy. In addition to its direct training support value, its proximity to southern California allows sailors and marines to effectively train in closer proximity to their families and support networks, increasing quality of life and force sustainability. The Navy is required to ensure ecosystem management is the basis for all management of its lands (Sikes Act, as amended [16 USC 670a]; DoD Instruction 4715.03). While the Sikes Act, as amended, and other instructions, described above, require stewardship for natural resources on military installations, including species not listed under the Endangered Species Act, these projects support the military mission on SCI and do not foreclose current or future training opportunities.

B. PURPOSE

San Clemente Island (SCI) harbors large numbers of endemic organisms, several of which are listed as endangered or threatened by the United States Fish and Wildlife Service (USFWS) under the Endangered Species Act (ESA). The U.S. Navy, in accordance with the ESA and the Federal Noxious Weed Act, has an ongoing program to preserve the unique ecosystem of San Clemente Island. As part of the program, this Cooperative Agreement (CA) has 3 tasks.

1. Grassland Restoration (Carbon sequestration)

Native grasslands on SCI have been significantly impacted from historic grazing by non-native ungulates, invasion of non-native species, and drastic changes in the fire regime. In addition, increased training activity may present additional challenges for avoiding further impacts. Previous efforts on SCI have demonstrated the difficulty in achieving large-scale restoration of grasslands due to challenges associated with range access, site selection, and restrictions on ground disturbance. Recent efforts have been focused on identifying the most efficient and effective strategies for achieving small-scale restoration with long-term benefits. The purpose of this task is to further study the best methods for achieving successful grassland restoration on SCI, continue monitoring previous restoration efforts to evaluate long-term success, and integrate grassland restoration efforts with habitat management for other native species of conservation concern.

2. Habitat Restoration for *Poa thomasii* (Carbon Sequestration)

Poa thomasii, an annual grass species known only from three of the California Channel Islands, had not been recorded since being collected on San Clemente Island in 1903 and was presumed extinct. In July 2005, the species was located on Catalina Island at seven separate sites, primarily located in chaparral, across the island. This species is historically an integral component of SCI habitat that was lost due to the introduction of non-native plant and animal species. In 2010, the species was found in two locations on SCI in boxthorn habitat at the northern end of the island. Both locations on SCI are within areas that are used for training and subject to occasional fire. Previous work on *Poa thomasii* on SCI has been successful in improving the status of the species

in terms of population numbers and improved habitat. Because this species was thought to be extinct, it has not been listed under ESA. The SCI Integrated Natural Resources Management Plan (INRMP) states an objective for the Navy to manage the species in such a way as to keep it from being listed. The INRMP notes that due to its restricted distribution on SCI, and those occurrences being located in areas of high human activity, the species is particularly vulnerable to local extinction. The purpose of this task is to increase the population size and resilience of *Poa thomasii* through propagation, outplanting, habitat restoration, and seed bulking, as well as monitoring natural occurrences and previous outplanting sites to evaluate population trends.

3. Population augmentation for *Malva assurgentiflora* ssp. *glabra*

Malva assurgentiflora ssp. *glabra* is a perennial shrub native to the California Channel Islands. On SCI, the population was heavily impacted by non-native herbivores and likely would have been federally listed under ESA if the Navy had not proactively managed the species through propagation and outplanting. Recent genetic work may result in reclassification of the subspecies on SCI to a new species endemic to the island. In this case, it would become even more important to continue efforts to augment populations and manage population genetics to avoid listing under ESA. The purpose of this task is to increase the population size and resilience of *Malva assurgentiflora* ssp. *glabra* through propagation, outplanting, habitat restoration, and seed bulking, as well as monitoring natural occurrences and previous outplanting sites to evaluate population trends and genetic integrity.

4. Rare Plant Surveys

Annual rare plant surveys are essential to document the status, distribution, and long term trends of species of conservation concern. Updating the rare plant database on an annual basis allows the Navy to stay in compliance with conservation measures, avoid listing under ESA, and make informed decisions about proposed changes to land use and infrastructure maintenance/construction. The purpose of this task is to collect monitoring data for species of conservation concern and assess the long term trends of these species on SCI.

C. LOCATION

This project is located at Naval Auxiliary Landing Field, San Clemente Island. The Navy provides flights to and from the Island from Navy Base Coronado. The southernmost of the California Channel Islands, San Clemente Island is located approximately 57 miles from the nearest point on the mainland (Palos Verdes) and approximately 68 miles from San Diego. The island is 21 miles long, varies in width from 1½ to 4 miles, and encompasses about 36,480 acres.

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 Cooperative Agreement Technical Representative (CATR) is Chris Gillespie, Botanist for

Naval Facilities Engineering System Command, 750 Pacific Highway, San Diego, CA 92132. Phone (619) 705-5668; email christopher.t.gillespie2.civ@us.navy.mil.

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

3. The Installation Representative (IR) is Nicole Desnoyers, Natural Resources Specialist, NALF SCI, Building 60258; Phone: 619-524-9058; email: nicole.j.desnoyers.civ@us.navy.mil.

The IR is responsible for providing the CAA, via the CATR, the technical requirements for this Cooperative Agreement's scope of work specifications. The 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 Cooperator 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 Cooperator.

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

E. PERIOD OF PERFORMANCE

Period of Performance: The proposed period of performance for the Cooperative Agreement consists of a 12-month base period and four (4) 12-month option periods. The end date is the anticipated date that the final report is accepted by the Government. However, the parties may extend the term of the CA by written modification. Total duration of this Cooperative Agreement, including any option periods shall not exceed 60 months. The exercise of any options is subject to the availability of funds and may be awarded unilaterally.
A fifteen (15) day period, starting on date of award, will be used for the cooperator to provide preliminary documents to the CAA and CATR. Documents include, but are not limited to, Insurance documents/certificates, Accident Prevention Plans/Site Health and Safety Plans (as applicable), and Draft Work Plans. Cooperator may not begin performance until preliminary documents are submitted and accepted/approved as appropriate.

F. MATERIAL AVAILABLE FOR REVIEW

Recipient and/or his/her 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. NALF SCI Integrated Natural Resources Management Plan 2013
b. United States Fish and Wildlife Service 2008 Biological Opinion
c. Previous reports on all aspects of the habitat restoration and plant propagation program at DFSP

G. GENERAL REQUIREMENTS

1. The Recipient shall provide all labor, management, supervision, tools, materials, equipment, transportation, meals, and lodging for him/herself and his/her personnel. All Cooperator equipment is subject to inspection and approval by the Installation Representative.

2. The Recipient shall provide all equipment (unless otherwise stated) and analyses necessary to complete the work described within this Agreement. All data (raw and associated files), photographs, and equipment > $5000 per unit in value and supplies > $5,000 in aggregate value purchased with Agreement funds (including computer software) shall become the property of the Department of the Navy (DoN) at the end of the Agreement. Equipment is defined as "tangible nonexpendable personal property including exempt property charged directly to the award having a useful life of more than one year." Supplies are defined as "All personal property excluding equipment, intangible property, and debt instruments, and inventions of a contractor conceived or first actually reduced to practice in the performance of work under a funding agreement ("subject inventions"), as defined in 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements." (**DoD Grant and Agreement Regulations, DoD 3210.6-R#)**

3. The Recipient shall visit the study/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 study/project sites. While on the installation, the Recipient shall abide by all applicable rules and regulations issued by the Commanding Officer. The Recipient may be subject to inspections for contraband while on Government property.

4. 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 habitat management and surveys, plant nursery management and invasive pest plant species control.

5. All work conducted under this Agreement shall conform to the requirements of the Biological Opinion on the Formal Section 7 Consultation for Routine Maintenance Operations, Defense Fuel Support Point, San Pedro, Los Angeles County, California (2010).

6. Due to the complexity of work, the Recipient shall provide the following key personnel with the following minimum qualifications:

A. Project Manager: The Recipient shall designate one person as responsible for ensuring that provisions are in place, project and personnel supervision are sufficient, quality control and meeting of reporting requirements are on met a daily basis. This person shall have, at the minimum:

1. Bachelor of Science degree in botany, biology, ecology, wildlife management or a related field experience from an accredited college or university. A Master's degree is preferred.

2. Two years of relevant habitat restoration experience, including experience in supervising field crews.

3. Specific knowledge of monitoring techniques as demonstrated by at least three years of previous work or research experience.

4. Three years of local experience in identifying and sampling southern California coastal plant communities including familiarity with flora, restoration and ecology.

5. Two years of practical horticultural experience (i.e. maintenance and/or growing and propagating of native plants).

b. Field Technicians: The person(s) shall have, at the minimum:

1. A Bachelor of Science degree in botany, biology, ecology, wildlife management, botany, landscape architecture or horticulture or other related field from an accredited college or university.

2. General knowledge of habitat restoration and monitoring techniques.

3. Ability to keep clear, legible and accurate notes.

4. Ability to work in habitats where multiple endangered taxa are found while abiding by all regulations and conservation measures under ESA.

7. The Recipient shall provide the CAA (via the CATR) the names of persons and copies of their resumes being considered for work under this Agreement. The Recipient shall not replace

or substitute any staff member without prior written approval by the CAA.

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

9. All work conducted in support of this Agreement shall comply with all federal and state laws applicable to SCI.

10. The Installation Representative and CATR shall be notified immediately if any activities are noted which may adversely affect natural resources on SCI.

11. SCI is a secure facility. Prior to accessing the Installation the Recipient shall coordinate with the IR to review the guidelines for conducting work on the Installation. This meeting can be conducted as part of the kick-off meeting.

12. Photography is restricted on the Installation. The Recipient and all of his representatives are required to obtain permission from the IR prior to taking any photographs on the Installation. Only photographs of Agreement-related activities will be permitted.

13. The Recipient shall review pertinent files at the Installation and past research conducted at the Installation.

14. At no additional cost to the Government, the Recipient shall be in possession of all necessary permits (as described above) from the U.S. Fish and Wildlife Service (USFWS) necessary to conduct the activities stipulated in this Agreement. All permits will be submitted as part of the proposal.

15. 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.

16. 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.

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

18. 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.

19. 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.

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

21. No ground disturbing activities are to take place without the concurrence from the IR. 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.

22. No buildings will be modified or altered without permission from the IR and designated base personnel. The Recipient shall not violate the National Historic Preservation Act.

23. 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.

24. 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.

25. 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 Species of Special Concern). Information should include (a) location, (b) date, (c) time and (d) any detailed facts about the sighting.

26. 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.

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

28. The Defense Biometric Identification System (DBIDS) is a DoD-owned and operated system developed by Defense Manpower Data Center as a force protection program to manage personnel identity and access at DoD installations. DBIDS is a network database system designed to easily verify access authorization of personnel entering military installations by using barcodes and fingerprint biometric identifications.

In order to obtain base access, an individual needs to acquire DoD sponsorship, have a thorough identity check, be properly vetted, and have a legitimate reason for base access. Identity checks require a passport or a Real ID Act-compliant state driver's license. Vetting occurs when the individual's background and ID are compared against authoritative criminal justice data bases, and the individual has a letter or official document from the sponsoring organization which articulates the reason for access. When the above criteria are satisfactorily met, DBIDs credentials are issued.

H. SPECIFIC REQUIREMENTS

1. Work to be Performed

Task 1: Grassland Restoration

The purpose of this task is to: (1) Further study the best methods for achieving successful grassland restoration on SCI. (2) Continue monitoring previous restoration sites to evaluate long-term success. (3) Integrate grassland restoration efforts with habitat management objectives for other native species of conservation concern and increase carbon sequestration value of SCI habitat. In fulfilment of this task, the Cooperator will identify an area or areas to implement restoration activities. Selected areas will be approved by the Designated Navy Representatives and included in the work plan. They may be new areas, or extensions of previous restoration efforts. Specific methods will include those that have been successful in the past, while incorporating new methods that may increase success. Activities will include propagation of native species, removal of non-native species by mechanical means or use of herbicide, seeding or outplanting native species, and monitoring of new and historic restoration sites. Monitoring data shall be collected in a manner that will yield statistically sound results that can be compared to previous restoration monitoring data. A description of the methods that will be utilized for restoration activities and monitoring data collection will be included in the work plan, along with a schedule of all activities under this task. Outplanting or other surface disturbance to soil may require clearance by a UXO technician. The Cooperator shall be responsible for providing UXO personnel.

Task 2: Habitat Restoration for *Poa thomasii*

The purpose of this task is to increase the population size and resilience of *Poa thomasii* through propagation, outplanting, habitat restoration, and seed bulking, as well as monitoring natural occurrences and previous outplanting sites to evaluate population trends. Restoration of this Island endemic will further goals of maximizing carbon sequestration of native habitat on SCI, as a key component of restoring native habitat on the island. In fulfilment of this task, the Cooperator will identify an area to outplant 50–200 individuals depending on climatic conditions. Outplantings will be maintained for one year. The location may be a new area or an extension/supplementation of an existing outplanting. The selected area will be approved by the Designated Navy Representatives and included in the work plan. Other native species that enhance habitat for *Poa thomasii* may also be outplanted. Other restoration activities may be used to enhance habitat, such as removal of non-native species, supplemental irrigation, erosion control, alteration of drainage patterns, and pruning of existing vegetation to alter shade structure. Natural occurrences and previous outplantings will be monitored annually. Data to be collected will include number of individuals, average height, number of inflorescence, and seed count. Sufficient seed will be collected and stored in the seed storage facility to support future outplanting efforts.

Task 3. Population augmentation for *Malva assurgentiflora* ssp. *glabra*

The purpose of this task is to increase the population size and resilience of *Malva assurgentiflora* ssp. *glabra* through propagation, outplanting, and habitat restoration, as well as monitoring natural occurrences and previous outplanting sites to evaluate population trends and genetic

integrity. The location of a new outplanting and number of individuals to be outplanted will be proposed by the recipient, approved by the Designated Navy Representatives, and included in the work plan. Natural occurrences and previous outplantings will be monitored annually. Upkeep of previous outplantings may be necessary, and activities may include removal of non-native species, alteration of drainage patterns, and pruning of encroaching vegetation to alter shade structure.

Task 4. Rare Plant Surveys

The purpose of this task is to collect monitoring data for rare species of conservation concern and assess the long term trends of these species on SCI. In fulfilment of this task, the Cooperator will conduct rare plant surveys on SCI, utilizing all available data from past surveys (Junak, et. al. 1998, 2003, SDSU 2014, 2016, 2017, 2018, 2019) to focus survey efforts. The focus of the surveys shall be on areas where species have been previously found as well as additional areas that have a high likelihood of supporting the species. The location of all rare plant occurrences will be recorded using a GPS to record point data. All other native species found in the survey area will also be recorded. A track of the survey route will be recorded on the GPS so that a polygon representing the overall survey area can be created to overlay with the point locations of the rare plant species in GIS software. At a minimum, the following species will be surveyed annually: *Acmispon argophyllus* var *adsurgens, Cryptantha clementina*, *Cryptantha kinkiensis*, *Dendromecon hardfordii*, *Malva assurgentiflora* ssp *glabra*, and the yet to be determined Polemoniacae species that was recently discovered.

Environmental Sensitivity

The Cooperator shall take precautions to avoid spreading seed of invasive exotic plant species during treatment. This shall include visual inspection of clothing (especially footwear), vehicles and equipment followed by removal and appropriate disposal of seeds and accumulated soil prior to arriving at the work sites and prior to moving between treatment locations.

Herbicide Use and Reporting

The Cooperator shall use Integrated Pest Management to control vegetation. Non-chemical methods shall be considered and used if practical. Herbicides may be used if cost-efficient and environmental safe. The Cooperator must have experience controlling invasive exotic plant species. Herbicides shall only be applied by State-licensed pesticide applicators. The Cooperator shall provide a copy of each applicator's current license to the COR prior to the Agreement award. Chemical control of vegetation shall comply with OPNAVINST 6250.4B, the Navy/Marine Corps Pest Management Program Instruction, and OPNAVINST 5090.1C, Chapter 17, which covers pesticide compliance ashore. Chemical control of invasive exotic plant species shall entail the use of an effective herbicide using environmentally-safe application methods. All herbicides shall be approved for use by the NAVFACSW pest management consultant and added to the installation authorized use list (AUL) prior to first application, The AUL will be provided by the COR upon Agreement award. The Cooperator shall submit records of herbicide applications, as well as all weed removal by non-chemical means, by date and location no less than monthly. The records

shall be submitted online in the Navy Online Pesticide Reporting System (NOPRS). The COR will arrange for an account and access to NOPRS upon award of this Agreement along with instructions for entering data.

Option Years 1 through 4 will repeat all tasks mentioned in this section.

In accordance with the California Cooperative Ecosystem Studies Unit Cooperative (CESU) and Joint Venture Agreement, Article II. Statement of Work, the CATR agrees to provide substantial involvement to include, but are not limited to the following:

- NAVFAC SW CATR is involved in the development of study methodology, data gathering, analysis, and/or report writing.

I. MEETINGS/COORDINATION

1. The Recipient or his/her designee will attend (either on site or via telephone) a kick-off meeting with the CATR, IR and/or other necessary parties to ensure coordination of activities. The CATR or IR shall arrange the meeting.

2. The Recipient shall attend quarterly coordination meetings with the CATR, IR and other environmental staff.

3. The Recipient shall be available on an intermittent basis throughout the Agreement period for consultation with the CATR and IR on matters involving plant rearing, habitat restoration, endangered species, or other matters related to this Cooperative Agreement. This may require up to an additional 4 site visits per year.

J. SUBMITTALS and SCHEDULES

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* days of award of this Agreement. The draft work plan will include field survey methods, protocols, and a timeline for conducting the work. The draft work plan shall also include a copy of all required permits and/or letters requesting permits for collection of threatened or endangered species. The draft work plan will be reviewed by the CATR and Installation Representative, and the CATR and Installation Representative will provide the Recipient their respective comments, suggestions, or edits (if there are any) within 30 days from receipt of the draft work plan. The Recipient shall incorporate all comments, suggestions, or edits (if there are any) provided by the CATR and Installation Representative to the "Final Work Plan", and the Recipient shall submit (electronically via email) the "Final Work Plan" within *30* days from the date the Recipient received the review comments provided by the CATR and Installation Representative. If the CATR and Installation Representative do not have any comment, suggestion, or edit on the draft work plan, the document shall be resubmitted marked "Final Work Plan" under this Agreement.

b. Final Work Plan: The Recipient shall incorporate all comments, suggestions, or edits (if there are any) provided the CATR and Installation representative to the "Final Work Plan", and the Recipient shall submit (electronically via email) the "Final Work Plan" within 30 days from the date the Recipient received the final reviews provided by the CATR and Installation Representative. If the CATR and Installation Representative do not have any comments, suggestions, or edits on the draft work plan, the document shall be resubmitted marked "Final Work Plan" under this Agreement. The work plan must be approved by the CATR and Installation Representative prior to the initiation of any work on the Installation.

3. Status Reports: The Recipient is required to submit monthly status reports to the CAA, CATR and Installation Representative. The Recipient shall submit one copy of the status reports. The status reports shall be due on the 10th of each month (excluding the months the draft and final annual reports are due).

The status reports shall include the following:

1. Report Title
2. Recipient name and contract number.
3. Date of report.
4. Work completed to date including name(s) of persons involved in project dates of meetings.
5. Brief summary (as appropriate) of:
   (1) Project Description
   (2) Project location. Include maps or exhibits when referencing study plots, monitoring locations, or species general locations.
   (3) Methods and Materials
   (4) Areas visited
   (5) Data collected
   (6) Specimens collected - Include measures taken to ensure that "take" has been minimized or eliminated. Total number or listed species that were taken, through injury, mortality, or harassment. Data on take, if it occurs.

(7) Observations made
(8) Results
(9) Discussion
(10)Preliminary Findings or Conclusions

6. The special significance of any of the above
7. Work proposed for next month.
8. Problems encountered that should be resolved by the Installation representative
9. Suggestions
10. References
11. Signature of Recipient

4. Quarterly Reports: The quarterly progress report shall include a summary of all findings to date (not presented in previous quarterly reports) and a listing of all significant information or events pertaining to project activities undertaken by the Recipient. Each quarterly report shall be submitted no later than the 15th of the quarter or the next workday if the 15th falls on a weekend.

5. Draft Annual Report: The Recipient shall provide four bound and one (1) unbound hard copies and one electronic copy (in files no larger than 5 megabytes) of the draft report not later August 1, 2020. The CATR and Installation Representative will have thiry (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 shall be printed at an acceptable scale using a State Plane projection, Zone 6, North American Datum 1983 or USGS. Electronic copies of all maps shall also be provided.

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.

a. Photographs

The Recipient will document and record pertinent aspects of the work using 35 millimeter color slide film or digital imagery. The Recipient will provide film, camera, and development. Photographs or slides of activities documented shall be included as an appendix and held in either a 20 - slide archival mount(s) or CD ROM. All photographs shall become DoN property and shall be submitted with the final report. All original photographs shall be appropriately labeled with information to include:

date
location (specific place and Installation)
subject/activity
activity documented,
identification of any people in the picture
photographer.

6. Final Annual Report: The Recipient shall incorporate all comments, suggestion, or edits on the draft Annual Report to the Final Annual Report. The Recipient shall submit the Final Annual Report within thirty (30) days from receipt of all comments. The final report is to include color photographs or laser color copies of these photographs documenting all aspects of this work in a 4x6 inch or similar-sized format. All digital film or original slides taken for this project shall become DoN property and shall be submitted as original film or in archival 20 slide sheets with the final report. All digital film or slides shall be appropriately labeled with information to include: date, general location, specific subject, ID of any people in the picture and photographer. A total of four copies with laser color copies (3 bound, 1 unbound), along with an electronic version of the final report are to be submitted to the CATR; 2 bound copies, 1 unbound copy and 1 electronic copy will be delivered to the Installation Representative. The electronic copy shall include the final report 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.

7. Draft Cumulative Report: The Recipient shall provide two (2) bound and two (2) unbound copies summarizing the entire up to five years of data collection and analysis. This report will include, at a minimum, a detailed summary of the methods and materials used, a result section that includes species banded and observed, man-hours spent on the project, conclusions and recommendations to help the Installation meet the goals and objectives of Integrated Natural Resources Management Plan. The draft report shall be submitted to the CATR within 60 days of completion of the fifth years field work.

8. Final Cumulative Report: The CATR and Installation representative will have 45 days to review the draft report. A final report will be submitted to the CATR within 30days of receipt of the DoN comments. A total of five (5) hard copies will be provided to the CATR; one (1) bound copy and an electronic copy will be delivered to the CATR; four (4) bound copies and an electronic copy will be delivered to the Installation Representative. The electronic copy shall include both PDF and MS Word documents on a CD.

For the purpose of assessing carbon sequestration benefits of the native planting sites, the contractor will provide the following information as part of the final deliverable:

A description of the overall project to include, at a minimum, the following information:

Extent of project area with specific unit of measure (e.g, acreage, km2, etc.)

1. GIS data and figures (must be compliant with Navy Data Model)
2. Land conditions prior to and after project completion
3. List of the species being removed, to include both common and scientific name
4. List of the species being planted, to include both common and scientific name
5. At a minimum, for each tree species being 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. Height of trees removed (provide average if large number involved)
    c. Diameter of the trunk of the trees removed (provide average if large number involved). This is generally referred to as the diameter at breast height (dbh) which is 4.5 ft. above ground level.
6. For plantings, provide the seedling age (i.e., 1-0, 2-0, or 3-0) or sapling diameter (which is generally 1 to 5 inches dbh).
7. If planting larger or adult trees, provide the height and diameter of the trunk, as described above for tree removals.
8. At a minimum, for each plant species planted or removed, provide the following information (if plantings/removals will occur over multiple years, 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.)

Item (Quantity)	Number of copies	Due Date
Work plan (1)	Draft – 2 electronic copies Final – 2 electronic copies	Draft – 30 days after Agreement award Final – 2 weeks after receipt of comments
Quarterly reports (10)	2 electronic copies	Quarterly throughout period of performance (Dates to be provided in work plan)
Final Report (1)	Draft – 2 hard copies and 2 electronic copies Final - 4 hard copies and 4 electronic copies	Draft - (Submittal date to be provided in work plan) Final – 30 days after receipt of comments
Compilation of deliverables (1)	4 electronic copies	Within 2 weeks of completion of all tasks

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 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 research was funded by San Clemente Island."

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 at the Installation and Public Affairs Officer at NAVFAC SW through the IR and 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 SSHO 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.

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

4. Payments will be made in accordance with Defense Federal Acquisition Regulation (DFAR)

252.232-7006 Wide Area Work Flow Payment Instruction. See Attachment C WAWF Instructions 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.fsrs.gov for each first-tier subcontract:

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

• (m) Treasury account symbol (TAS) as reported in FPDS.
• (n) The applicable North American Industry Classification System (NAICS) code.

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

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

(i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

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

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

christopher.t.gillespie2.civ@us.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 Insert name of Installation or Command."

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 by Insert date or number of days.

(a) An inventory (to be included as an Appendix) of all equipment and supplies $\geq$ $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 A
DRAFT AND FINAL REPORT FORMAT

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*).

Specific information contained in the report shall include, but not be limited to, the following:

(1) A detailed description of the methodology employed

(2) Tabular summary of informational records kept

(3) Discussion of problems encountered, corrective actions and the success of corrective actions.

(4) Proposed actions for *future study or work*.

(5) Photographs (digital photos are acceptable) documenting all aspects of the *project or study*.

(6) An inventory (to be included as an Appendix) of all equipment and supplies ≤ $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:

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

i. A description of the equipment or federally-owned property.
ii. Manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.
iii. Source of the equipment or federally-owned property, including the award number.
iv. Whether title vests in the recipient or the Federal Government.
v. Acquisition date (or date received, if the property was furnished by the Federal Government) and cost.
vi. 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).
vii. Location and condition of the equipment or federally-owned property and the date the information was reported.
viii. Unit acquisition cost.

ix. 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.

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

c. 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.

ATTACHMENT B

SELF-INSURANCE REQUIREMENTS FORM

INSURANCE MUST CONFORM TO ALL THE REQUIREMENTS LISTED BELOW PRIOR TO RECIPENT 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 San Clemente Island under this Cooperative Agreement, No. N62473-24-2-0010”

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 RECIPENT 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 System Command, San Diego, shall be given thirty (30) days written notice prior to making any material change in or the cancellation of the policy."

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

d. "This insurance certificate is for use of facilities at San Clemente Island under this Cooperative Agreement, No. N62473-24-2-0010”

e. Loss, if any, under this policy shall be adjusted with Recipient and the proceeds, at the direction of the Government, shall be payable to Recipient, and proceeds not paid to Recipient shall be payable to the Treasurer of the United States of America.”

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

ATTACHMENT B
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:

(g) Title

(h) "Prepared by" listing with affiliations

(i) "Prepared for" listing, and shall include the Installation representative location

(j) "Under contract to" listing, and shall include the CATR representative location

(k) Date

(l) Recommended citation

iii. Table of contents, arranged as follows:

(f) Table of contents

(g) List of tables

(h) List of figures (photographs are considered figures)

(i) References/literature cited

(j) List of appendices

iv. Abstract

v. Introduction

vi. Study Area

vii. Methods

(d) 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.

(e) Each method used to acquire data must be explained in sufficient detail such that another researcher could duplicate the study.

(f) 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:

(e) 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.

(f) 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.

(g) The chronology of releases including locations, and distribution, and the success of nesting

(h) 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 Insert name of Installation or Command."

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 by Insert date or number of days.

(f) An inventory (to be included as an Appendix) of all equipment and supplies ≤ $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:

j. A description of the equipment or federally-owned property.
k. Manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.
l. Source of the equipment or federally-owned property, including the award number.
m. Whether title vests in the recipient or the Federal Government.
n. Acquisition date (or date received, if the property was furnished by the Federal Government) and cost.
o. 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).
p. Location and condition of the equipment or federally-owned property and the date the information was reported.
q. Unit acquisition cost.
r. 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.

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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.

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(h) All electronic source files for tables and figures shall be labeled and submitted.

(i) Electronic versions of all appendices printed in the FAR in formats readable by Microsoft Word or Excel.

(j) 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.