

**SCOPE OF WORK
NAVAL FACILITIES ENGINEERING COMMAND WASHINGTON
PROPOSED STRATEGY FOR A MULTIPLE-YEAR PHASED COOPERATIVE
AGREEMENT**

For

MONITORING AVIAN PRODUCTIVITY AND SURVIVORSHIP (MAPS)

At

**NAVAL SUPPORT FACILITY DAHLGREN, VIRGINIA and NAVAL SUPPORT
FACILITY INDIAN HEAD, MARYLAND**

November 2019

TITLE

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BACKGROUND

Background. Military lands provide some of the best remaining habitat for migratory bird species of concern, especially in the heavily developed mid-Atlantic region. The Department of Defense (DOD) plays a significant role in the Monitoring Avian Productivity and Survivorship (MAPS) network, supporting over 20% of the 500+ monitoring stations throughout the U.S.

The MAPS program collects accurate population trend and demographic data on breeding birds providing valuable insight about breeding productivity and annual survivorship. MAPS works in tandem with landscape modeling and analysis techniques to provide accurate data about habitat conditions including variation from climate change or local weather events. MAPS data is collected by means of a constant-effort mist-netting technique that identifies temporal and spatial patterns in demographic indices at a variety of scales ranging from the local landscape to the entire continent.

Currently, MAPS data is used by DOD and US Forest Service land managers to inform management recommendations for maintaining and creating quality bird habitat on federal lands. MAPS data is also used to evaluate new or existing management practices and their effect on local bird populations.

The primary purpose of this Cooperative Agreement is to provide services to perform the MAPS program, a continent-wide bird monitoring program at Naval Support Facility Dahlgren (NSFDL), in Dahlgren, Virginia and Naval Support Facility Indian Head (NSFIH) in Indian Head, Maryland. The intent of these efforts is to promote the conservation of migratory birds and supports various requirements of the Department of Defense Partners in Flight Program, Migratory Bird Treaty Act, and NSFDL and NSFIH Integrated Natural Resources Management Plans (INRMPs). The support shall focus on technical services to operate up to two constant effort bird-banding stations per installation in joint combination of the following installations (per the Navy's discretion) at NSFDL and NSFIH per the standardized protocol known as MAPS. Refer to Sections IV and V for additional information under this scope of work.

POINTS OF CONTACT

Prior to agreement award, inquiries regarding the negotiation and other aspects of the project should be directed to Olisha Costa. After agreement award, technical and contract inquiries shall be directed to the Navy Technical Representative (NTR). Installation Points of Contact (POCs) will be identified following contract award.

Contract Specialist

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Navy Technical Representative/Project Manager (NTR)

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PERIOD OF PERFORMANCE

The period covered by this scope of work is twelve (12) months from date of award of this Agreement (inclusive of the May to August survey time frame dictated by the MAPS protocols and allowing time for data analysis). At the discretion of the Navy, this Agreement may be extended by one year periods for up to four years ending with FY2025.

<u>Fiscal Year</u>	<u>Period of Performance</u>
FY2020 (Initial)	Contract Award (CA) through January 31, 2021

GENERAL REQUIREMENTS

- a. The Cooperator shall manage the total work effort and assure fully adequate and timely completion of services required under this Scope of Work. Included in this function shall be a full range of management duties including, but not limited to, planning, scheduling, inventory, analysis, and quality control.
- b. The Cooperator shall provide all equipment (unless otherwise stated) and analyses necessary to complete the work described within this Scope of Work. All data (raw and associated electronic files including data summaries and analyses), photographs, maps, figures, tables, slides, etc. produced under of the Agreement, and equipment $\geq$ \$100 in value purchased with Agreement funds (including computer software) are the property of the U.S. Navy.
- c. The Cooperator shall prepare and submit all required permits to the Contracting Officer (via Navy Technical Representative (NTR) and cc provided to the appropriate installation staff designated by the NTR) prior to the initiation of any fieldwork that requires permitting.
- d. The Cooperator shall 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.
- e. If applicable, the Cooperator shall conduct literature reviews, field investigations and interviews with experts and authorities as necessary to accomplish the work described

within this Scope of Work. The Cooperator shall, in particular, attempt to contact and utilize information from the local U.S. Navy offices and other professionals who are experienced in shoreline stabilization.

- f. The Cooperator ensures that it and all staff or personnel working under the Agreement, to include sub-grantees and sub-recipients, shall comply with all applicable federal and state laws, , such as, but not limited to, the Endangered Species Act and the Migratory Bird Treaty Act, applicable to NAVFAC Washington Installations, and not violate the Archeological Resources Protection Act, National Historic Protection Act, Migratory Bird Act or the Endangered Species Act while completing work required under the Agreement.
- g. In addition to any regulatory permits, the Cooperator shall coordinate with the installation staff identified by the NTR to obtain any installation specific permits (i.e., dig permits for intrusive work), if any, required prior to the initiation of any field work. Please be aware that dig permits may take up to ten (10) days for approval. The Cooperator shall supply proof that all necessary installation specific permits have been received to the NTR and appropriate installation staff identified by the NTR prior to the start of field activities.
- h. The Cooperator shall ensure that the data obtained under the Agreement be scientifically defensible and suitable for publication. Methods of data collection and/or analyses shall be in keeping with the MAPS protocol. The U.S. Navy, at its discretion, may subject work plans, draft reports or draft manuscripts to external peer review.
- i. The Cooperator shall inform, in writing (via email), the Contracting Officer (via NTR and cc provided to the appropriate installation staff designated by the NTR) intent to publish or present any data or findings resulting from activities/research completed under the Agreement.
- j. The Cooperator shall inform in writing (via email) the appropriate installation staff designated by the NTR (cc provided to NTR) 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 the SCI Security as soon as possible.
- k. Unexploded ordnance may be encountered while conducting fieldwork. The Contractor shall not touch or attempt to pick-up any suspected ordnance. The Contractor shall place flagging in the general area of the ordnance and notify the APOC and PM of the exact location of the ordnance immediately. The contractor shall leave the work site and suspend all work activities until the appropriate installation personnel have assessed the site/ordnance and authorized work to resume.

- l. The Cooperator shall allow, throughout the term of the Agreement, the NTR and appropriate installation staff designated by the NTR the opportunity to periodically observe the Cooperator's field activities, to review files of raw data, prepared data (such as data analyses, summaries, maps, figures, tables, etc.), or any record deemed appropriate by the Contracting Officer in establishing the Cooperator's performance in fulfilling the requirements of the Agreement.
- m. The Contracting Officer, via the NTR, may request updated data (presented on maps, figures and/or tables) whenever the US Navy's need to obtain this information is before the next Monthly Report required under Section VII-a of this Agreement. The Cooperator 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 Cooperator shall forward electronically the most updated raw data to the Contracting officer, via the NTR (cc provided to the appropriate installation staff designated by the NTR). The U.S. Navy 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 Cooperator shall document the amount of efforts and its translated cost estimate that would have been incurred by the Cooperator to complete the request for updated data. This document shall be electronically forwarded to the Contracting Officer (via NTR and cc provided to the appropriate installation staff designated by the NTR) to review so that the US Navy will have a good grasp on the amount of work displaced that would have normally been accomplished during the period of time required to complete the request.
- n. The Government will not be responsible for the loss of or damage to property of the Cooperator, or for personal injuries to the Cooperator arising from or incident to the use of Government facilities or equipment.
- o. The Cooperator shall indemnify and save harmless the Government, its officers, agents, servants and employees from all liability under the Federal Tort Claims Act (28 U.S.C. Sec. 2671 et seq.) or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from the use of the premises by the Cooperator. This covenant shall survive the termination of the Agreement.
- p. In the event of damage, including damage by contamination, to any Government property by the Cooperator, its officers, agents, servants, employees, or invitees, the Cooperator, 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.
- q. The Cooperator must obtain insurance. All insurance required by the Agreement shall be in such form, for such periods of time, and with such insurers as the Contracting Officer may require or approve. A certificate of insurance or a certified copy of each policy of insurance taken out hereunder shall be provided to the Contracting Officer's local representative prior to use of the premises and facilities. The Cooperator agrees

that not less than thirty (30) days prior to the expiration of any insurance required by the Agreement, it will deliver to the Contracting Officer's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks. Cooperator shall furnish the insurance specified as follows and each policy of insurance covering bodily injuries and third party property damage shall contain an endorsement reading substantially as follows:

- i. 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
- ii. NAVFAC Washington shall be given thirty (30) days written notice prior to making any material change in or the cancellation of the policy.
- iii. The United States of America (Dept. of the Navy) is added as an additional insured in operations of the policy holder at or from premises designated under the Agreement and owned by the United States
- iv. This insurance certificate is for use of facilities under the Agreement.
- v. Loss, if any, under this policy shall be adjusted with the RC&D and the proceeds, at the direction of the Government, shall be payable to the RC&D, and proceeds not paid to the RC&D shall be payable to the Treasurer of the United States of America.
- r. In order for personnel to access U.S. Government property in an automobile, a valid driver's license, vehicle registration, and proof of insurance are required. Copies of these documents shall be provided to the Installation Security Office.
- s. The Cooperator shall notify the NTR and appropriate installation staff designated by the NTR by telephone and/or email as to the area (s) where work will be accomplished. The Cooperator shall also coordinate the work to be accomplished with the NTR and appropriate installation staff designated by the NTR.
- t. The Cooperator shall 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 Cooperator access to the project area. The primary use of the Installation is for its military mission. Without prior notice, designated areas may become closed to the activities of the Cooperator. In some cases, due to operations or other circumstances, it may be necessary to deny the Cooperator access to the Installation for short periods of time. In such cases the Cooperator will be provided notification of such as soon as possible. It is the responsibility of the Cooperator to reschedule this work to the maximum extent possible. Should the US Navy require the Cooperator to leave the Installation for a period greater than thirty (30) days (such as in the case of a national emergency), the Agreement may be terminated by either party unless an alternative agreement is reached between the Cooperator and the US Navy through a formal amendment of the

Agreement. If the Agreement is terminated, the Cooperator shall not bill for work not completed subsequent to the termination date of the Agreement.

- u. Photography is restricted on the Installations. The Cooperator is required to obtain permission from the US Navy prior to taking any photographs on the Installation. Only photographs of Agreement-related activities will be permitted.
- v. Access. All Contractors and Sub-Contractors shall submit a DBIDS Access Request form to the PM and APOC for long term project access. At the same time, all Contractors shall submit the SECNAV 5512/1 (DEPARTMENT OF THE NAVY LOCAL POPULATION ID CARD/BASE ACCESS PASS REGISTRATION) vetting form for all employees to the designated installation security POC for processing via the PM/APOC prior to being authorized for installation access. All Contractor Sub-Contractor employees approved for access shall be issued a DBIDS photo badge at the Main Installation Pass and ID Office. The DBIDS photo badge shall provide installation access from 05:00 to 20:00, Monday through Friday for the length of the contract. Each employee shall wear their badge over the front of the outer clothing. When an employee is no longer employed by the Contractor or Sub-Contractor, the employee's badge shall be returned to the Installation the same day. Failure to return the badge as required may be deemed a violation of the contract leading to immediate termination. Employee identification shall not be substituted for the station required badge.

SECURITY

No classified information shall be presented in any document prepared under this Agreement. The Cooperator shall not release any information regarding the project, particularly the results developed under this Agreement, to any Federal, State or local (public or private) agencies or organizations without documented permission of the Government.

SPECIFIC TASKS

The Cooperator shall provide personnel in sufficient numbers and with relevant expertise to conduct field studies, in accordance with the established protocols of the MAPS program. The Navy reserves the option to extend this scope of work at one or both facilities during the entire period of performance including option years.

This Cooperative Agreement has two main tasks:

TASK 1 – The continued operation of one (1) established MAPS stations at NSFDL.

TASK 2 – The continued operation of two (2) established MAPS stations at NSFIH.

The following work description applies to the two tasks listed above:

- a. The Cooperator shall coordinate access to existing netting stations with the appropriate installation Natural Resources personnel designated by the NTR.
- b. All work shall support the national MAPS program Objectives:
 - i. identify the causes of bird population declines,
 - ii. formulate management actions and conservation strategies to reverse declines and maintain healthy productive bird populations,
 - iii. evaluate the effectiveness of current management and conservation strategies
 - iv. inform land owners of "best practices"
- c. Provide a vegetative description of all net sites per MAPS protocol.
- d. For each MAPS station established and in keeping with the MAPS protocol:
 - i. Erect a network of 10 12-meter mist nets with 30mm mesh within a 400 m x 400 m block of habitat. Nets will be placed within the block to maximize bird captures.
 - ii. Nets will be opened and banding conducted once during each of 8 MAPS periods from late May to early August.
 - iii. On each banding day all nets will be opened beginning at approximately 0600h and then checked every 45-60 min until approximately 1200h, at which point all nets will be closed.
 - iv. All birds captured will be banded with USGS Bird Banding Laboratory aluminum tarsal bands and processed according to MAPS protocol and released. All banding data will be recorded on MAPS banding sheets. At the conclusion of the MAPS season all banding, breeding, and effort data will be entered into the MAPSPROG computer program.
 - v. In addition to the deliverables indicated in Section VII, data files will be submitted to the Institute for Bird Populations for compilation with data from other MAPS stations nationwide.

DELIVERABLES

- a. Monthly Reports. The Cooperator shall prepare and submit monthly progress reports to both the NAVFAC and Installation Natural Resources Specialists.

Monthly progress reports shall address:

- i. work completed during the reporting period;
- ii. any problems encountered during the reporting period; and
- iii. work to be completed in the next reporting period.

In addition, the monthly progress report shall include the percentage of work completed to date, contract number, report date and period, project name, and client name.

- b. Draft Final Report. One (1) electronic draft report shall be provided to the NAVFAC Natural Resources Specialist and an electronic draft final report shall be provided to the Installation Natural Resources Specialist via email. The electronic draft final

report shall be formatted as an Excel spreadsheet and represent a compilation of all survey data collected in support of this Task Agreement. The Navy will review the draft final report and provide any comments to the Cooperator within thirty (30) days of receiving the draft final report. Upon receipt of Navy comments, the Cooperator shall incorporate any comments into the final report within thirty (30) days.

- c. Final Report. An electronic final report shall be provided to the NAVFAC Natural Resources Specialist and to the Installation Natural Resources Specialist via email. The electronic final report shall be formatted as an Excel spreadsheet and represent a compilation of all survey data collected in support of this Task Agreement.

Annual MAPS data shall also be submitted online to the MAPS Program Executive Director using MAPSPROG 4.1 software or most current software version.

GOVERNMENT FURNISHED INFORMATION AND MATERIALS

- a. The Government will provide the following supporting materials in order to assist the Cooperator with the tasks associated with the Agreement:
 - i. Information, strategies, or protocols that may apply;
 - ii. GIS data and maps, if available;
 - iii. Aerial photographs, if available; and
 - iv. Topographical maps, if available.
- b. The Government will provide a map or information indicating areas of special concern, i.e. areas that may contain protected cultural resources, if available.
- c. The Government will provide real estate maps and facility information needed to complete the tasks.
- d. If necessary the Government will provide prearranged access to leased lands in keeping with the terms of the existing agreement. Weather, illness, and other factors may cause some variation in the proposed schedule.

COOPERATOR FURNISHED ITEMS

The Cooperator shall provide all equipment (unless otherwise stated) and analyses necessary to complete the work described within this Scope of Work. All equipment ($\geq \$100$) purchased using Agreement funds remains the property of the Navy at the completion of the Agreement. The final report shall include an inventory of all equipment purchased $\geq \$100$, with the name of make, model, serial number, and maintenance records.

DELIVERABLE FORMAT

All documents, maps, and illustrations must be of high quality and easily reproducible on standard or color copiers. All documents will be two sided, single spaced, on 8 ½" by 11" paper in manuscript format, with standard outline spacing. Fold out pages should be avoided. If these are necessary, they will be no larger than 11" x 17" and have the same

design as the 8 ½” by 11” graph pages, and they will be approved by the Government before document preparation. Pages intentionally left blank shall be labeled as such. All pages of the documents will be appropriately numbered with filename and date listed in the footer of hard copies, and inserted into a 3 ring binder with a labeled edge.

All deliverable documents and maps, charts, etc. will also be delivered in electronic format, Microsoft Office Word and in jpeg formats. If ADOBE ACROBAT is used, files will be scanned per chapter, per figure and per appendix so that files will be manageable and easily compliant. Files must be delivered in electronic formats that can be altered or updated by the Government. All chapters shall be saved as separate files on a CD for ease of reproduction.

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 and submitted to the POC and NTR (via CD-ROM). Microsoft ACCESS files shall include all queries, reports, tables etc.

If acquired, all original still photographs will be captured at a minimum of 1 million pixels and 24-bit color.

DATA

All databases containing raw data and all associated electronic data summary and analytical files shall be formatted in 2003 Excel, 2003 Word, Dbase IV, or any compatible Microsoft database software and submitted to the NTR and appropriate installation personnel designated by the NTR (via CD-ROM). Microsoft ACCESS files shall include all queries, reports, tables etc. (Note: we must have database software).

- a. GPS Data Collection. If GPS data is required for the scope of work, all data collected with GPS shall have an error of no more than 2-3 meters of the actual data collected in the field. Unless specifically directed otherwise, all data shall be structured according to the current version of the Spatial Data Standards (SDSFIE) in use by NAVFAC. This is version 3.01 as of April 2014. Information on the SDSFIE data model can be found at: <https://sdsfie.org>, and a copy of the current data model implementation shall be provided to the Cooperator. All geospatial data, unless specified otherwise, shall be in the Geographic Coordinate System: GCS_WGS_1984, Datum: D_WGS_1984. NAVFAC's GIS data is ESRI Geodatabase format, version 10.1 as of May 2014. All ESRI format data submittals must also be in version 10.1. (NOTE: No data layers are included as deliverables under the scope of work for this Agreement).
- b. Accessing Existing Spatial Data and Creating New Spatial Data. After completing the required release form (provided by NAVFAC Washington), the Cooperator shall be provided a copy of any GIS data required to meet mapping deliverables in ESRI format (TBD shapefile or Personal Geodatabase) structured according to the current version of SDSFIE in use by NAVFAC, and all data shall be returned in this format and structure. The GIS data provided shall be extracted from the Navy's GIS data Maintenance and Analysis (M&A) environment. This copy of the data will include

- existing populated layers, and non-populated layers. The non-populated layers are provided to ensure the data is returned in the required NAVFAC Washington GIS data model structure. The Cooperator shall consult with the government GIS POC before populating the attribute tables to ensure the population matches the current NDW interpretation of the SDSFIE. Layer-level metadata updates are required for all updated or new layer deliverables and the Cooperator shall consult with the Government GIS POC to identify the specific metadata content requirements.
- c. Electronic copies of all GIS shapefiles, coverages, or layers developed under this Agreement, if applicable, shall be submitted to the NTR and POC (via CD-ROM or DVD). The Government will have two (2) weeks to conduct Quality Assurance (QA) of the data and then the Cooperator shall have two (2) weeks to make any corrections and produce the final GIS deliverable. The Cooperator shall provide a document (MicroSoft Word format) that lists all layers developed or updated for the task.
 - d. Maps. All maps created under this Agreement shall be incorporated in the draft and final versions of the report/deliverables. 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). Unless otherwise indicated, all maps shall be printed at an acceptable scale. Electronic copies of all maps created shall also be provided. All maps created for this Agreement shall contain the following information: (1) title, (2) scale bar, (3) legend, (4) date, (5) north arrow, and (6) a listing of who prepared the map. NAVFAC's GIS data is ERSI Geodatabase format, version 10.1 as of May 2014. All ESRI format data submittals must also be in version 10.1.

DATA AND PUBLICATIONS

- a. The Cooperator acknowledges that information and data gathered or received pursuant to the Agreement may have regulatory and national security significance and that the unauthorized dissemination or use of this information might prejudice the interests of the US Navy and Department of Defense. Therefore, the Cooperator agrees not to disclose or use any information or data directly or indirectly acquired through activities associated with the Agreement to any person, organization or entity who is not a party to the Agreement, and to prohibit disclosure or use of the same by the Cooperator's personnel, representatives, agents or associates unless disclosure is compelled by process of law, or the Navy authorizes disclosure or use in accordance with this Section of the Agreement. The terms "data", "information," "use" and "disclose" (and its forms and derivatives) will be interpreted very broadly. Limitations on disclosure encompass all forms of dissemination including the spoken word, written word, and electronic media. "Use" includes, but is not limited to, inclusion in academic papers, professional presentations and incorporation in other research not associated with the Agreement. All products, reports, field notes, field data forms, photographs or other information or other records or documents, including slide presentations produced using any information obtained under the Agreement are the property of the Department of the Navy. The Cooperator may disclose or use data and information with the prior written approval of the US Navy (via the Contracting Officer) and per the terms of that approval. The Cooperator will submit a written request to disclose or use information or data to the Contracting

- Officer (cc provided to the SPOC and TPOC) explaining what information is to be disclosed or used, the reason for the disclosure or purpose for which the information or data will be used and to whom the information will be disclosed. Within thirty (30) days from receipt of the request, the SPOC will issue a written recommendation (with TPOC concurrence) for Contracting Officer approval. If no action is taken within thirty (30) days from receipt of the request, the request will be forwarded to the higher management levels of the NAVFACENGCOM Washington for resolution.
- b. The US Navy recognizes that the Cooperator may want to use information and data acquired through the Agreement in professional and academic manuscripts, publications and presentations and that such use may benefit not only those with an academic or professional interest in the information or data, but the general public as well. If authorization is given for such use, the Navy retains the right to review any manuscripts, publication or presentation in advance of publication or presentation for the purpose of ensuring the accuracy and releasability of the information or data presented. The Cooperator agrees that any manuscript, publication or presentation will include a statement as to the origin of the information or data obtained through the Agreement. Authorization for the use of information or data in one context is not to be construed as authorization for subsequent uses or purposes. The Cooperator shall submit at least two (2) hard copies of published manuscripts, and at least one electronic copy of slides, and/or slide or poster presentations to the Navy, at no extra cost to the Navy.
 - c. Recognizing the significant technical contributions of the Cooperator and US Navy TPOC and/or SPOC in the development of the Agreement's scope of work, its goals, objectives, experimental sampling design, data interpretation, review of technical reports, etc., US Navy TPOC and/or SPOC shall be accorded, if appropriate, joint-authorship credit for any publication of manuscript and technical presentation that is based upon the full use or partial use of the technical information, data, or interpretation of data produced under the Agreement. Appropriate joint-authorship credit means credit commensurate with the amount of work and technical contributions provided by the US Navy TPOC and/or SPOC, and fair with reference to credit given by the primary author (Cooperator) to other joint authors of the manuscript and technical presentation. Appropriateness of joint authorship is to be determined by reference to applicable authority, for example, the code of ethics, rules, regulations, or guidance set forth by institutions or other recognized venues on the publication of manuscripts and technical presentations.
 - d. The Cooperator shall be responsible for ensuring all personnel, representatives, agents and associates participating in activities under the Agreement have read and acknowledged the provisions of this Section of the Agreement.

RELEASE OF PUBLIC INFORMATION

The Cooperator shall not respond to any third party inquiries concerning the Agreement or concerning data and information obtained under the Agreement. All third party inquiries received by the Cooperator shall be directed to the Contracting Officer (via the TPOC and/or SPOC) for response in accordance with applicable law and regulations.

COORDINATION

NSFDL, NSFIH, and the Cooperator shall furnish the necessary personnel, material, and services to fulfill the Agreement as follows:

NSFDL and NSFIH will:

- a. Reimburse the Cooperator for all direct and indirect costs of tasks associated with this Cooperative Agreement. These costs should be identified in the Cooperator's estimate as part of the proposal. Costs not identified in the estimate must be approved by the Contracting Officer and NTR before they will be paid.
- b. Provide prearranged access to NSFDL and NSFIH lands consistent with safety requirements within the military range and training environment. Weather, illness, and other factors may cause some variation in the proposed schedule.
- c. Provide installation topographic maps and/or black and white copies of aerial photography, as needed, to plot research locations.
- d. Make NSFDL and NSFIH GIS data available to the Cooperator for use in creating custom maps.

The Cooperator shall:

- a. Provide personnel to operate one (1) MAPS station at NSFDL and two (2) MAPS stations at NSFIH, and conduct field studies in accordance with established protocols for the MAPS program. Each MAPS station shall utilize 10 mist nets deployed within a 10 hectare study site. For the duration of this Cooperative Agreement each of the stations shall be operated once during each of the MAPS survey periods between mid-May and early-August. Operations shall be conducted for six (6) consecutive hours beginning at 0600. Captured birds shall be banded and data shall be collected. MAPS program protocol shall be followed when recording data.
- b. Coordinate daily with the NTR, Installation POC, Fish, Wildlife and Agronomy Section, Natural Resources and Environmental Affairs Branch, and/or Range Control, as directed, for assistance concerning access to survey areas.
- c. Submit a copy of the annual data, which will serve as the final project report, to the NTR and appropriate installation personnel designated by the NTR at NSFDL and NSFIH, and to the MAPS National Program Coordinator.
- d. Provide any necessary equipment to be utilized for survey and inventory work.
- e. Provide for all transportation costs to and from the installation.

- f. Obtain any necessary authorizations/permits including those required under state and federal regulatory requirements in support of the work to be conducted under this scope.

All partners mutually agree:

- a. To fulfill their obligations under this Cooperative Agreement.
- b. To terminate or modify this Cooperative Agreement within 30 days of written notification to Contract Officer , in the event that personnel or funding used to fulfill obligations under this Agreement are not available.

GOVERNMENT FURNISHED INFORMATION AND MATERIALS

The Government will provide the following supporting materials in order to assist the Cooperator with the tasks associated with this Agreement:

- a. INRMP for NSFDL and NSFIIH.
- b. GIS data and maps indicating areas of special concern, i.e. areas of unique habitat that may harbor sensitive species or land use history that may contain protected cultural resources.
- c. Maps showing areas for potential MAPS survey points.

SCHEDULE

The period covered by this Cooperative Agreement is from contract award date until January 31, 2021. At the discretion of the Navy, this Agreement may be extended by one year periods for up to four years ending with FY2025.

<u>Milestone</u>	<u>Date</u>
Cooperative Agreement Award	CAA
Kick-off Meeting	CAA + 15 days
Site/Station Set-up	May 2020
Field Surveys	May 2020 – August 2020
Draft Report/Data	November 2020
Final Report/Data	January 2021

PAYMENTS

- a. The Cooperator shall request reimbursement on a monthly basis.

- b. Advance payments may be requested by the Cooperator. Requests for advance payment shall be submitted on SF-270, "Request for Advance or Reimbursement." The form can be downloaded from the internet at <http://www.whitehouse.gov/omb/grants/sf270.pdf>.
- c. The Cooperator shall maintain advances of Federal funds in an interest bearing account. The Cooperator shall remit, at least quarterly, to the Navy interest earned on advances. The Cooperator may keep interest amounts up to \$100 per year for administrative expenses. The Cooperator shall submit a SF-272 "Federal Cash Transactions Report" along with interest earned. The form can be downloaded from the internet at <http://www.whitehouse.gov/omb/grants/sf272.pdf>.
- d. Partial payments equal to the amount of work accomplished may be made monthly from date of award. An amount not to exceed ten (10) percent of the total Agreement funds will be withheld until the final report, electronic data, and photographic information have been received (via the NTR) and approved by the Contracting Officer.
- e. Any requirement for the payment or obligation of funds, under the terms of the 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 U.S.C. § 1341 et seq. Nothing in the Agreement shall be construed, as implying that Congress will, at a later time, appropriate funds sufficient to meet deficiencies.
- f. The provisions of this Cooperative Agreement, including the requirement to remit interest earned on advances, shall be applied to subrecipients/ subgrantees performing substantive work under the Cooperative Agreement. Subrecipients and subgrantees are defined below:
 - 1. A Subrecipient is the legal entity to which a subaward is made and which is accountable to the recipient for the use of the funds provided.
 - 2. A Subgrantee is the government or other legal entity to which a subgrant is awarded and which is accountable to the grantee for the use of the funds provided.
 - 3. A subaward is an award of financial assistance in the form of money, or property in lieu of money, made under an award by a recipient to an eligible subrecipient or by a subrecipient to a lower tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract. It should be noted that subawards are for the performance of substantive work under awards, and are distinct from contracts for procuring goods and services.

4. A subgrant is an award of financial assistance in the form of money, or property in lieu of money, made under a grant by a grantee to an eligible subgrantee. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract. It should be noted that subgrants are for the performance of substantive work under awards, and are distinct from contracts for procuring goods and services.