

STATEMENT OF WORK

COOPERATIVE AGREEMENT TO BE INITIATED IN 2024 BETWEEN THE U.S. DEPARTMENT OF THE NAVY, NAVAL FACILITIES ENGINEERING SYSTEMS COMMAND ATLANTIC AND A NON- PROFIT U.S. BASED CONSERVATION ORGANIZATION

1. GENERAL REQUIREMENTS

1.1 Naval Facilities Engineering Systems Command (NAVFAC) Atlantic desires to enter into a Cooperative Agreement with a U.S. based non-profit conservation organization (Recipient) that places interns, 18- years of age and older, who are enrolled or recently graduated from in an accredited natural resource or conservation program, in conservation management internships to assist in the completion of Integrated Natural Resources Management Plan (INRMP) and Integrated Cultural Resources Management Plan (ICRMP) projects at Department of Navy and Marine Corps (DoN) installations. Interns will work closely with installation Navy Natural and Cultural Resource Managers gaining valuable professional knowledge, skills, and abilities related to conservation management. The specific scope of projects will be outlined in the Performance Work Statement contained in each work order.

1.2 NAVFAC is responsible for implementing and managing natural and cultural resource conservation programs on Navy and Marine Corps installations worldwide. DoN installations determined to contain significant natural and/or cultural resources are managed using an installation INRMP and/or ICRMP. Both plans outline appropriate management objectives that protect mission capabilities on installation lands while conserving the various designated resources. To achieve these management objectives, the Navy identifies, funds, and implements projects designed to protect and/or enhance the resources on an installation. Approved projects are outlined in an installation's INRMP/ICRMP and funded by Commander, Navy Installations Command (CNIC). Once funding is obtained a project can be executed. Only projects included in an installation-specific INRMP or ICRMP project table will be executed under this Cooperative Agreement. Typical natural and cultural resource projects include:

1.2.1 Natural resource projects - natural resource inventories; invasive species surveys, invasive species control, and rehabilitation of impacted lands; conservation, restoration, and recovery of threatened and endangered species; delineation of and/or monitoring of wetlands and other unique or sensitive habitats; and the development and maintenance of access trails for outdoor education and recreation.

1.2.2 Cultural resource projects - cultural resource field assessments in support of resource project reviews; delineation of archaeological sites associated with installation planning requirements; preparation of architectural inventories; preparation of historical and cultural history contexts or overviews; assisting with archival and collections management; and development of public outreach programs/exhibits/brochures.

1.3 Authority: The authority for this Cooperative Agreement is Sikes Act, 16 USC 670c, as amended and extended) and Title 10, Section 2684 (Cooperative Agreements for Cultural Resources). It is also in accordance the Defense Grant and Agreement Regulation (DoDGARs) at 2 CFR Part 11 and 32 CFR Parts 21, 22, 25, 26, 28, and 37.

2. DESCRIPTION OF REQUIREMENTS

2.1 Basic Overview: NAVFAC Atlantic and the Recipient organization will enter in the Cooperative Agreement for the purposes of establishing the terms, conditions, and procedures under which the Recipient would provide interns necessary to implement multiple-use natural and cultural resource management programs on DoN installations throughout the continental United States, Hawaii, Alaska, and other U.S. installations overseas, while providing meaningful natural and/or cultural resources work experiences to interns. The majority of the interns will be deployed at installations within the continental United States; however, where mission appropriate, safe, and logistically feasible, interns may be deployed to installations outside the continental United States. The feasibility for potential overseas assignments will be coordinated with the Recipient prior to work order development.

The Cooperative Agreement will establish functions, responsibilities, and procedures for implementing Navy and Recipient cooperative projects at DoN installations and would not in itself constitute a funding obligation. DoN funding for projects will be approved and authorized through individual work orders that identify the project and the work to be completed, costs, personnel requirements, and other specific project details. The Recipient organization will, provide qualified interns, 18-years of age and older, enrolled in or recently graduated from an accredited college program, in natural and cultural resource conservation management internships. This agreement is not intended to be, nor shall it be construed as, by implication or otherwise, a partnership, a corporation, or other business organization. NAVFAC desires to reimburse the Recipient organization for agreed upon expenses actually incurred by the Recipient and which comply with all applicable laws, regulations, and policies.

Individual projects will be implemented through work orders that are subject to the terms of the Cooperative Agreement. General cost rates (Cost Schedule) will be negotiated as part of the Cooperative Agreement. Budget Plans, based upon the Cost Schedule, will be developed for each work order. All work orders will be negotiated and awarded by either NAVFAC Atlantic or another NAVFAC entity with grant authority. NAVFAC Atlantic will develop, negotiate, implement, and monitor this main Cooperative Agreement, as well as certain work orders, however, several NAVFAC field activity commands with grant authority will negotiate, implement, and monitor work orders for installations in their respective area of responsibility (AOR).

2.2 Financial Matters

2.2.1 Cost Schedule - Recipient must include a Cost Schedule which itemizes the Recipient's proposed costs associated with managing the work under this agreement. The Recipient shall use the attached template (Attachment A) with their proposals. Although the Recipient shall not deviate from the basic format of this form, adjustments may be made to columns and rows to include anticipated cost elements not included on the form. The selected Recipient's proposed costs are subject to negotiation, and the finalized Cost Schedule shall be incorporated into the Cooperative Agreement. This Cost Schedule shall be used to develop Budget Plans for individual work orders, as discussed below.

2.2.2 Allowable Costs - Except as otherwise stated in this Agreement, whether the costs incurred by the Recipient in performance of this Agreement are allowable will be determined in accordance with 32 CFR Subparts 32.27 and 32.28 and 2 CFR Part 230 "Cost Principles for Non-Profit Organizations"(formerly OMB Circular No. A-122).

2.2.2.1 Advance Agreements on Allowable Costs - Costs incurred by the Recipient which are contrary to any restriction, limitation, or instruction contained in any Cost Schedule under this Agreement, or which otherwise have not been specifically approved in writing in advance by the NAVFAC Atlantic Cooperative Agreement Administrative Officer (CAAO), will not be allowable. Where a funding period is specified, the Recipient may charge to the award only allowable costs resulting from obligations incurred during the funding period.

2.2.2.2. Cost Sharing or Matching - Wherever any item of cost for the performance of this Agreement, as listed in the Budget Plan as required by the Agreement, is identified to be funded in part by the Recipient, and in part by the Navy, the Navy will be obligated to reimburse the Recipient only for its percentage share of those costs which would otherwise be allowable under this Agreement and as determined by Navy auditing procedures. Any cost sharing or cost matching shall comply with DoDGARs 32 CFR 32.23, for Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR PART 215 Sec. 215.23, Cost Sharing or Matching.

2.2.2.3. Overpayment - Within ninety (90) calendar days after the end date of the individual work order, a final accounting of all incurred costs shall be remitted to the NAVFAC Atlantic CAAO at the Administrative Office on the Award/Modification document. The Government shall deobligate any overpayment of funds via modification, and the Recipient shall remit this overpayment by check made payable to the "Department of the U.S Treasury." An overpayment represents the difference between allowable actual expenditures and total disbursements received by the Recipient.

2.2.3 Method of Payment - Payments will be made on a reimbursable basis for actual costs incurred, in accordance with the approved Budget Plan negotiated for each work order and in compliance with 2 CFR 200.305. Invoices shall be submitted in accordance with the Wide Area Workflow (WAWF) Payment Instructions included in each work order.

2.2.4 Budget Plan – Budget Plans will be developed for each individual work order and be consistent with the negotiated Cost Schedule contained in the Cooperative Agreement.

2.2.4.1. The Recipient will submit a proposed Budget Plan to the NAVFAC CAAO/CATR for negotiation and approval after receiving a request by the designated CAAO or Cooperative Agreement Technical Representative (CATR).

2.2.4.2. Each Budget Plan will be incorporated into the individual work order and Cooperative Agreement. Once a Budget Plan is approved and incorporated into the work order, the Recipient may revise a Budget Plan only after written notice to the Navy, approval by the NAVFAC CAAO of the revision, and incorporation of the revisions by formal written modification of the work order and Agreement. The Recipient may not retain or otherwise use any excess funds resulting from such a revision.

2.2.4.3. Any program changes shall be made in accordance with applicable regulations including 2 CFR Part 100 "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations".

2.2.5 Funding Limitations - The sum total amount of individual work orders, as approved by the Navy, will be the maximum amount for which the Navy is obligated to reimburse the Recipient for the cost of performance of this Agreement.

2.2.5.1. The Navy's maximum funding obligation for this Cooperative Agreement will not exceed \$1,000,000 per Federal fiscal year. Costs in excess of this amount will not be paid. If additional work, exceeding this amount, is requested by the Navy, the statement of work and funding limitation will be adjusted by formal, written modification to this Agreement. There is no minimum guarantee of any funding under this Agreement.

2.2.5.2. The Navy's maximum funding obligation for individual work orders will not exceed the amount enumerated in the work order. All work order costs will be consistent with the Cost Schedule executed along with the Cooperative Agreement and the Budget Plan executed with each work order. Costs in excess of these amounts will not be paid. If additional work, exceeding these amounts, is requested by the Navy, the Cost Schedule and Budget Plan associated with the specific work order will be adjusted by formal, written modification to the individual Budget Plan and work order. Navy has no obligation to reimburse any costs until it issues an individual work order. All obligations under individual work orders are subject to the terms and conditions of the Cooperative Agreement.

2.2.5.3. The Navy's obligation to pay or reimburse any costs hereunto is subject to the availability of funds. Nothing in the Agreement shall be considered or interpreted as obligating the Navy to expend or as involving the United States in any contract or other obligations for the future payment of money in excess of appropriations authorized by law and administratively allocated for this work; or to require obligations or payments by the Federal Government in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

2.3 Work Order Development:

2.3.1 Coordination: NAVFAC will coordinate all work under this Cooperative Agreement. NAVFAC Atlantic will develop, implement, and administer this main Cooperative Agreement and will execute work orders for select entities as agreed to in advance. NAVFAC field activities will each develop, implement and administer the work orders in their area of responsibility. DoN installations wishing to participate in this program will forward completed applications directly to the designated NAVFAC Cooperative Agreement Technical Representative (CATR) at their respective field activity command, who will review the applications for adherence to program requirements, track funding requests and obligations, and recommend application approval to the appropriate NAVFAC awarding / grants officer.

2.3.2 Issuance of Individual Work Orders: To order work under this Cooperative Agreement, the appropriate NAVFAC Cooperative Agreement Administrative Officer (CAAO) will provide the Recipient organization with the performance work statement detailing the Navy's requirements and request from the Recipient organization, a work and budget plan for the proposed project. The Recipient shall develop the proposed budget and work plans in accordance with the Cooperative Agreement and respond in the time period specified in each work statement. The applicable NAVFAC CAAO and CATR will review the work and budget plan for adherence to program requirements and cost schedule, track funding requests and obligations, and recommend approval to the appropriate NAVFAC awarding / grants officer. In the event that negotiations are required, the applicable NAVFAC CAAO and CATR will meet or schedule telephone negotiations with the Recipient organization to negotiate the proposed project. Upon completion of negotiations, a work order shall be issued by the NAVFAC CAAO. All work orders issued will be subject to the terms and conditions of the Cooperative Agreement. The Cooperative Agreement shall control in the event of a conflict with any work order.

2.3.3 Modification of Work Orders: Work orders may be modified by mutual consent. All modifications shall be written except in emergencies. Emergency Oral modifications shall be confirmed by issuance of a written modification within two (2) working days from the time of communication modifying the work order.

2.3.4 Period of Performance: The period of performance covered by this Cooperative Agreement is one year starting from the date this Agreement is awarded. The Government may award up to four additional option years by modification to the agreement unless terminated by written notification from either Party. The total duration of the Agreement, including award of any option years, shall not exceed 5 years.

Base Award: 2024-2025
Option Year 1: 2025-2026
Option Year 2: 2026-2027
Option Year 3: 2027-2028
Option Year 4: 2028-2029

3. RESPONSIBILITIES OF THE PARTIES

3.1 Responsibilities of the Recipient

3.1.1. Provide necessary personnel:

3.1.1.1 Provide any necessary interns, supervisors, and management personnel to support work orders at Navy and Marine Corps installations worldwide.

3.1.1.2 Maintain sufficient staffing and resources to adequately supervise interns and meet all administrative, logistical and financial responsibilities associated with each work order.

3.1.2. Provide Administrative Support:

3.1.2.1. Provide security screening necessary to facilitate access of interns to DoN installations to include processing of fingerprint card (FD-258) for all recipient interns selected for internships prior to interns arriving at their designated duty station.

3.1.2.2 Maintain all required administrative records (e.g. intern timecards and monthly summaries detailing intern efforts for the billing period) for all projects and submit timely and accurate invoices that include monthly summaries outlining intern efforts completed for each work order, financial reports, and other information for all projects in accordance with applicable regulations and policies.

3.1.2.3 Provide the designated NAVFAC CAAO with a summary outlining intern efforts on awarded work orders. This information can be pulled from monthly summary reports included with invoices submitted to the DoN.

3.1.2.4 Provide a list of all intern positions to be filled and a summary of evaluations of the overall program with recommendations for program improvement.

3.1.2.5. Provide copies of the performance evaluation completed by each DoN installation upon request.

3.1.2.6. Obtain and maintain liability insurance and provide a copy of such policy at the request of the Grants officer or installation personnel, as required by DODGARs and applicable regulations. Generally, NAVFAC requires the following coverages: General Liability: \$500,000; Automobile Liability: \$200,000 per person; \$500,000 per occurrence for bodily injury; \$20,000 per occurrence for property damage. Workmen's Compensation: As required by Federal and State Workers' compensation and occupational disease statutes. Employer's Liability Coverage: \$100,000, except in states where workers' compensation may not be written by private carriers. Other insurance as required by state law.

3.1.2.7. Comply with all provisions of the Cooperative Agreement, Work Orders, and applicable statutes, regulations and policies.

3.1.3. Engage Effective Recruitment Strategies:

3.1.3.1. Recruit sufficient qualified interns to meet work order requirements by using national and local recruitment strategies.

3.1.3.2. Ensure selected interns are qualified for the work in the proposed work order and meet installation access security requirements. Qualified interns 18-years of age or older and enrolled in or recently graduated from an accredited college / university program and capable of supporting DoN conservation management programs worldwide.

3.1.3.2. Utilize recruitment strategies that seek interns from culturally and ethnically diverse backgrounds as well as veterans and other minority or underserved populations.

3.1.3.3. Ensure sufficient capacity to recruit sufficient numbers of interns to meet simultaneous work order requests at DoN installations worldwide.

3.1.4. Ensure Safety, Security, and Supervision:

3.1.4.1. Provide effective supervision of interns while deployed to project sites. Maintain communication with all deployed interns throughout their period of performance.

3.1.4.2. Ensure all interns are made aware and comply with all DoN and Recipient installation policies and procedures regarding installation access, safety, supervision and performance of interns on DoN installations.

3.1.4.3. Develop, provide, and effectively implement a safety plan for all work orders. Recipient is responsible for providing 24-hr/7-day a week supervision as well as on-call personnel to provide emergency logistical support to all interns. Recipient's capacity for response should plan for a wide variety of incidents to include, but not limited to, the following events: an on-base incident, base closure, accident, or injury. The Recipient will report intern accidents and/or injuries to the appropriate base personnel and the NAVFAC POC.

3.1.4.4. Recipient will take appropriate and timely corrective measures to address any incidents or violations of Recipient or installation policies resulting in accidents or injuries.

3.1.4.5. In the event that projects require remote camping or work locations, Recipient will ensure appropriate communications in order for the interns to maintain contact with installation and Recipient personnel.

3.1.4.6. Ensure interns and staff accurately record project hours, training, administrative duties, or otherwise accurately and completely record times and projects as work is completed.

3.1.5. Provide Necessary Logistical Support:

3.1.5.1. The Recipient shall provide all personnel, equipment, materials, facilities, and management necessary to respond to multiple work orders to implement and accomplish roughly 10 – 20 - separate natural and cultural resource work orders at approximately 10 installations per year.

3.1.5.2. Provide logistical support to interns in completing all task specified in work orders to include: providing transportation at beginning/end of participant assignments, and to/from work sites on a daily basis in accordance with applicable regulations.

3.1.5.3. Providing equipment, supplies, and other items necessary for safe execution of work orders, including, but not limited to, intern uniform/clothing identification, camping equipment and supplies, first aid, meals and/or allowances, as well as all tools, safety equipment, and applicable training.

3.1.5.4. Provide necessary lodging for interns in accordance with Recipient policies and applicable DoN regulations and policies.

3.1.5.5. Accept and maintain custody and control of any government-furnished equipment, materials, facilities, or supplies, in accordance with applicable laws, regulations, and DoN policies. All equipment shall be on a loan basis only and all such items shall be returned in the same condition received, except for normal wear and tear.

3.2 Responsibilities of the Navy

Substantial Government involvement in all tasks listed below is expected. Government involvement will

include administrative support, technical assistance/oversight and coordinate safety planning for projects and provide a job hazard analysis for installation projects.

3.2.1. Provide Administrative Support:

3.2.1.1. Identify approved INRMP / ICRMP projects suitable for Recipient intern work.

3.2.1.2. Coordinate projects in support of installation personnel and develop work orders associated with installation INRMP / ICRMPs.

3.2.1.3. Reimburse the Recipient for actual project costs incurred as a result of work completed under this Agreement and applicable work orders, in accordance with applicable laws, regulations and policies. Under no circumstances will anything in this agreement or incorporated work orders be construed or interpreted to require obligations or payments by the Federal government / DoN in violation of the Anti-Deficiency Act (31 U.S.C. Section 1341).

3.2.1.4. Complete Recipient-provided project / performance evaluation forms, as allowed by applicable laws, regulations, and policies.

3.2.2. Ensure Safety, Security, & Supervision:

3.2.2.1. Coordinate safety planning for Recipient interns for all work outlined in work orders and provide a job hazard analysis for installation projects.

3.2.2.2. In the event of an injury or accident, the DoN will provide emergency support to interns until such time as the Recipient can safely assume responsibility of interns.

3.2.2.3. Coordinate with Recipient to ensure safe and productive work for interns.

3.2.2.4. Coordinate with installation personnel regarding logistical, security, and safety support, including base access decisions, for all interns.

3.2.3. Ensure Substantial Government Participation;

3.2.3.1. Provide technical assistance and oversight as identified in individual work orders.

3.2.3.2. Coordinate, approve, and provide safety planning and training relevant to specific installation issues.

3.2.3.3. Participate in awarded tasks with interns and provide specific project training.

3.2.3.4. When authorized by applicable regulations and DoN Policies, provide relevant equipment, transportation, housing, and other logistical support as applicable to complete projects. The determination to allow use of government-owned vehicles shall be made at the installation level.

3.2.3.5. When available, allow access to informal conservation-related training opportunities for interns.

4. STATEMENT OF INTEREST / PROPOSAL EVALUATION FACTORS

4.1 The Government will evaluate all aspects of the Recipient's proposal for completeness, reasonableness, and compliance with applicable regulations, as well as examining the Recipient's approach to minimize costs. The analysis will also include review of the Recipient's available historical cost information (i.e. audits etc.) to ensure costs are reasonable and comply with proposed cost schedules and applicable regulations.

4.2. Proposals will also be evaluated based on the factors listed below. Factors are co-equal to each other.

Factor 1 - Interested organizations must be a qualifying Section 501(c)(3) non-profit organization based in the U.S. which is authorized to enter into a Cooperative Agreement.

Factor 2 - Demonstrated ability and experience to successfully meet all of the Recipient Responsibilities outlined in Section 3.1 above, including maintaining the capability for worldwide and simultaneous deployment of interns.

Factor 3 - Demonstrated ability, experience, and compliance with federal grant and Cooperative Agreement regulations.

Factor 4 – Demonstrated ability to successfully meet all the financial/administrative requirements of this Cooperative Agreement, including accurate and complete intern and supervisor time keeping and project detail completion summaries.

Factor 5 - Cost – The Government will evaluate all aspects of the cost proposal for completeness and reasonableness as well as ability to minimize costs while effectively recruiting and placing interns and completing work order requirements. This cost proposal evaluation may include an analysis of each Recipient's proposed costs to determine whether the proposed cost elements are realistic and are consistent with other cost-related information, i.e. audits, historical or published rates, etc. available to the Government.

5. STATEMENT OF INTEREST / PROPOSAL SUBMISSION REQUIREMENTS

5.1 Applicants/Recipients shall provide the following in their proposal:

1. Narrative - Applicants/Recipients must provide a narrative that addresses the responsibilities identified in Section 3.1 as well as each of the evaluation factors listed above. NAVFAC will consider and evaluate only those applications that address each of the responsibilities identified in section 3.1 (Responsibilities of Recipient) and the evaluation factors. Each applicant's narrative must label the evaluation factors in the narrative. The narrative should demonstrate the Recipient's capabilities to successfully meet the intended goals of the Cooperative Agreement. Please be as specific as possible.

2. Cost Schedule – Applicants/Recipients must submit a proposed Cost Schedule using the attached template (**Attachment A**). Do not deviate from the basic format of this form; however, columns and rows may be adjusted to include anticipated cost elements not included on the form.

3. Summary of Past Experience with Cooperative Agreements related to conservation projects, if any and not otherwise covered in narrative above. Identify organization, federal agency, dates, and type of

work involved.

4. Copies, or summary, of recruitment strategies, materials, and information related diversity of past interns, if any and not otherwise covered in narrative.

5. Additional Materials Requested:

1. Name, Organization affiliation, and contact information
2. Statement of credentials, qualifications, and roles/position and responsibilities of key personnel
3. Copy of Liability Coverage
4. Certificate of 501(c)(3) or other evidence demonstrating nonprofit status.

Please direct questions in writing to:

Elizabeth.s.eliason-carey.civ@us.navy.mil

Timeline for Review of Statements of Interest: Proposals shall be submitted no later than 4:00 PM EDT on 21 June 2024. Proposals not received on or before the hour and date set forth will not be considered for award.

Proposal format: Proposals shall be submitted electronically via Grants.gov (see Announcement, posted as a separate document, for instructions) or email to Elizabeth.s.eliason-carey.civ@us.navy.mil. Proposals shall be submitted in Adobe Acrobat (.pdf) or MS Word format, except for Attachment A, which shall be submitted as an MS Excel file. **Total page limit for all documentation is 40 pages.**