

**N62473-24-2-0003  
SCOPE OF WORK**

**HABITAT MANAGEMENT AND SURVEYS, PLANT NURSERY MANAGEMENT, AND INVASIVE  
SPECIES CONTROL  
at  
DEFENSE FUEL SUPPORT POINT  
SAN PEDRO, CALIFORNIA**

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## **A. INTRODUCTION**

There are two federally listed species found at the Defense Fuel Support Point, San Pedro (DFSP): The Palos Verdes blue butterfly (*Glaucopsyche lygdamus paloverdesensis*; PVB) was listed as endangered by the U.S. Fish and Wildlife Service (USFWS) in 1980 and the coastal California gnatcatcher (*Polioptila californica californica* [CAGN]) was listed as threatened in 1993. Current conservation efforts are conducted in accordance with the United States Fish and Wildlife Service (USFWS) 2010 Biological Opinion, *Formal Section 7 Consultation for Routine Maintenance Operations, Defense Fuel Support Point, San Pedro, Los Angeles County, California* (FWS-LA-08B0606-08F0704). The principal components of this cooperative agreement are plant rearing of PVB host plants at DFSP for the PVB rearing program, rearing and seed collection of other native plants, weed control, habitat restoration, and vegetative monitoring along established transects.

The PVB is an endemic of the Palos Verdes peninsula and is dependent upon early successional coastal sage scrub habitat, as its host plants are locoweed (*Astragalus trichopodus* var. *lonchus*) and deerweed (*Acmispon glaber*, formerly known as *Lotus scoparius*). The CAGN is dependent upon mature coastal sage scrub species, including California sagebrush (*Artemisia californica*) and California sunflower (*Encelia californica*).

The principal components of this cooperative agreement are: (1) annual habitat surveys; (2) habitat management activities; (3) management of the DFSP San Pedro nursery; (4) invasive species control; and (5) report development.

## **B. PURPOSE**

The purpose of this Cooperative Agreement (Agreement) is to continue the ongoing habitat surveys, habitat management/restoration, invasive pest plant species control, and management of the DFSP San Pedro native plant nursery. All work will be consistent with the 2010 Biological Opinion, 2015 DFSP San Pedro Integrated Natural Resources Management Plan and any other pertinent federal, state and local laws and regulations.

## **C. LOCATION**

This project is located at DFSP, which consists of approximately 327 acres. The DFSP facility is located at 3171 Gaffey Street in the southern Los Angeles metropolitan area on the Palos Verdes Peninsula west of the City of Long Beach and south of the Pacific Coast Highway within the limits of San Pedro. Since 1943, DFSP San Pedro has been used to receive, store, and distribute petroleum products for military use in California, Arizona and Nevada. Office and nursery space on DFSP, San Pedro will be provided for the purpose of performing the work for this Cooperative Agreement.

## **D. DESIGNATED REPRESENTATIVES**

1. The Cooperative Agreement Administrator (CAA) is Linde Heinrich, Contract Specialist, Naval Facilities Engineering Command, Southwest, 750 Pacific Highway, San Diego, CA 92132-5190, telephone (619) 726-5734, and electronic mail address [linde.y.heinrich.civ@us.navy.mil](mailto:linde.y.heinrich.civ@us.navy.mil).

2. The Cooperative Agreement Technical Representative (CATR) is Dr. Robert Lovich (Code OPCE.REL), Senior Natural Resources Specialist for Naval Facilities Engineering Command, Southwest Division, 750 Pacific Highway, San Diego, CA 92132. Phone (619) 778-6311; email [robert.lovich@navy.mil](mailto:robert.lovich@navy.mil).

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

3. The Installation Representative (IR) is Mr. Stuart Strum, DFSP San Pedro Environmental Protection Specialist, Defense Logistics Agency, 3171 North Gaffey Street, San Pedro, California 90731, telephone (310) 241-2833,

facsimile (310) 241-2836 and electronic mail address [stuart.strum@dla.mil](mailto:stuart.strum@dla.mil).

4. The Alternative Installation Representative (IR) is Mr. Robert Schallmann, Conservation Manager, Naval Weapons Station Seal Beach, 800 Seal Beach Blvd., Bldg. 230, Seal Beach, California 90740, telephone (562) 626-7290, facsimile (562) 626-7131 and electronic mail address [robert.schallmann@navy.mil](mailto:robert.schallmann@navy.mil).

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

5. 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.

6. 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.

7. For the purposes of this Agreement, the term Recipient shall mean TBD.

#### **E. PERIOD OF PERFORMANCE**

The proposed period of performance for the CA 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. Option terms are subject to the availability of funds.

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), etc. 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. DFSP San Pedro Integrated Natural Resources Management Plan
- b. United States Fish and Wildlife Service 2019 Biological Opinion
- c. DFSP San Pedro Integrated Pest Management Plan
- d. 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 met, quality control and meeting of reporting requirements are provided on a daily basis. This person shall have, at the minimum:

i. A Masters degree or higher in Biology, Botany, Entomology, Ecology or related science.

ii. Experience and knowledge of rearing host plants for use in insect rearing programs for species potentially including, but not limited to the Palos Verdes blue butterfly, as demonstrated by at least 2 years of previous work or research experience.

iii. Specific knowledge of habitat management and/or restoration in Southern California, as demonstrated by at least 3 years of previous work or research experience.

B. Plant Nursery Manager: The person(s) shall have, or have immediate access to personnel that have, at the minimum:

i. At least 3 years of experience in the propagation of Southern California native plants. Must have the ability to perform plant propagation and seed collection at DFSP.

ii. At least 3 years of experience rearing Southern California native plants, at least 2 years of which must have included deerweed and/or locoweed.

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. The Recipient shall work closely with the users of host plants utilized in the PVB rearing program (work conducted under a separate Cooperative Agreement) to ensure that appropriate numbers of host plants are produced for the anticipated rearing season needs.
9. All work conducted in support of this Agreement shall comply with all federal and state laws applicable to DFSP.
10. If there is an incident which the Recipient believes may involve "take" of an endangered species and involves an activity permitted under the endangered species permit, the Recipient shall follow the procedures in the permit and notify the IR and CATR immediately. The Cooperator shall provide the CATR copies of any resulting correspondence with the U.S. Fish and Wildlife Service.
11. If the Recipient "take" of an endangered species on DFSP that results from an activity not listed on the permit, the Installation Representative and CATR shall be contacted immediately.
12. The Installation Representative and CATR shall be notified immediately if any activities are noted which may adversely affect the PVB.
13. DFSP San Pedro 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.
14. 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.
15. Smoking is not allowed in the non-developed areas while individuals are working on the Installation.
16. The Recipient shall review pertinent files at the Installation and past research conducted at the Installation.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.

23. 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.

24. 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.

25. 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.

26. The Recipient must comply with the DFSP San Pedro Hazardous Material, Hazardous Waste and Universal Waste Management Plan. 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.

27. 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.

28. 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.

29. 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.

30. 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.

## **H. SPECIFIC REQUIREMENTS**

The following specific work requirements for this Cooperative Agreement shall be consistent with the requirements

of the 2010 BO, 2015 DFSP San Pedro Integrated Natural Resources Management Plan and all pertinent federal, state and local laws and regulations. All work shall be coordinated with the CATR and IR.

1. Habitat Surveys:

The Cooperator shall conduct surveys of coastal sage scrub habitat along approximately 28 established transects utilizing the California Native Plant Society rapid assessment protocol ([https://www.cnps.org/cnps/vegetation/pdf/rapid\\_assessment\\_protocol.pdf](https://www.cnps.org/cnps/vegetation/pdf/rapid_assessment_protocol.pdf)). Target plants will be deerweed, locoweed, California sagebrush and California sunflower. These surveys will also seek to document nectar plants, estimate percent cover of native versus non-native shrubs, forbs, grasses, bare ground, etc. For each area, the Cooperator will provide a narrative describing the most important threats to habitat utility to the PVB.

2. Habitat Restoration:

Artificial disturbance via brush clearing and ground scraping will be performed. As per the 2010 Biological Opinion, a plan will be developed that includes all aspects of restoration activities. No more than 1 acre will be utilized in any 1 year period and the area identified will be coordinated with the IR and CATR. Priority will be given to areas that have relatively low actual PVB abundance according to recent survey data, but a high priority of supporting their colonization and persistence. The scraping shall be done with equipment such as a bulldozer or bobcat, and should be performed before, but close to, the onset of the rainy season and outside of the PVB flight season.

All Habitat Restoration projects must be submitted to the IR and CATR for review and approval prior to implementation. Each project should consider all environmental compliance and natural resource laws and regulations (e.g. pest management, storm water issues, etc.). In order to avoid impacts to federally listed, rare, or endemic plants the Cooperator 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 Cooperator shall ensure that all footwear, backpacks, clothing, vehicles and equipment transported to the Installation are clean of weed seed.

3. Invasive Pest Plant Control:

The Cooperator shall develop and maintain a list of the most highly invasive nonnative plants which are found at DFSP or in the immediate vicinity. The Cooperator shall complete an annual invasive pest plant species survey and develop projects to remove these species. Pest plants immediately threatening PVB host plants and those found in the 2010 Biological Opinion will be the highest priority for annual management/eradication efforts. Pest plant control will be conducted outside of the PVB flight season whenever possible. The total anticipated level of effort will be approximately a 4 weeks annually of a crew of 3-4 individuals, spaced at various times of year. Invasive Pest Plant Control data will be provided to update the DFSP San Pedro GIS database (see below).

All pest plant control projects must be submitted to the IR and CATR for review and approval prior to implementation. Each project should consider all environmental compliance and natural resource laws and regulations (e.g. pest management, storm water issues, etc.). In order to avoid impacts to federally listed, rare, or endemic plants the Cooperator 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 Cooperator shall ensure that all footwear, backpacks, clothing, vehicles and equipment transported to the Installation are clean of weed seed.

4. Nursery Management:

The Cooperator shall manage the DFSP San Pedro nursery. The Cooperator shall conduct native plant seed collection on DFSP with the goal of subsequent plant propagation and habitat restoration. The seed collection shall occur several times per year depending upon target species phenology. Seed stock should be cleaned, maintained and checked regularly. Environmental conditions, such as humidity and temperature, shall be modified as deemed appropriate by the Cooperator to ensure appropriate germination rates of these seeds. Deerweed and locoweed will be the primary species to be propagated, and their numbers will be determined based on consultation with the organization conducting PVB rearing under a separate cooperative agreement (currently the Urban Wildlands Group). Approximately 3,500 – 4,000 plants shall be produced with the goal of producing flowering sized plants in early Spring, and these shall be planted in 1 gallon pots.

5. Exotic Pest Plant Control:

The Cooperator shall develop and maintain a list of the most highly invasive nonnative plants which are found at DFSP or in the immediate vicinity. Pest plants immediately threatening PVB host plants and those found in the 2010 Biological Opinion will be the highest priority for annual management/eradication efforts. Pest plant control will be conducted outside of the PVB flight season whenever possible. The total anticipated level of effort will be approximately a 4 weeks annually of a crew of 3-4 individuals, spaced at various times of year.

6. Habitat Restoration:

Artificial disturbance via brush clearing and ground scraping will be performed. As per the 2010 Biological Opinion, a plan will be developed that includes all aspects of restoration activities. No more than 1 acre will be utilized in any 1 year period and the area identified will be coordinated with the IR and CATR. Priority will be given to areas that have relatively low actual PVB abundance according to recent survey data, but a high priority of supporting their colonization and persistence. The scraping shall be done with equipment such as a bulldozer or bobcat, and should be performed close to the onset of the rainy season.

In accordance with the Department of Defense Grant Regulations, 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, all meetings, and/or report writing.
- NAVFAC SW CATR actively participates and collaborates in carrying out the project plan of work and reviews reports.
- NAVFAC SW CATR incurs in-kind or direct expenditures in carrying out the activities specified in the statement of work.

The specific requirement for the option years are identical to the specific requirements identified in the base year.

## **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.
2. Submittals
  - a. Quarterly Progress Reports. The quarterly progress reports shall include a summary of all findings to date (not presented in previous progress reports) and a listing of all significant information or events pertaining to the plant propagation and habitat restoration efforts. The progress report shall include, at a minimum: names of investigators and observers participating during the month; areas surveyed (if applicable); number of man hours; current seed list with relative quantities; propagation progress for PVB rearing program; and a two to three paragraph summary outlining pertinent observations/information noted and activities accomplished during the reporting period. Progress Reports shall be submitted to the CATR and IR via e-mail. Each Progress Report shall be submitted no later than the fifteenth (15<sup>th</sup>) of the month following the end of one quarter of a

year, or the next workday if the fifteenth falls on a weekend. Any suggested revisions will be accomplished within 15 days. Progress reports may be suspended with prior approval of the CATR.

- b. Draft and Final work plan. The Recipient shall present a draft work plan within 30 days of award of this Agreement. The draft work plan will include planned seed collection and plant propagation activities, deerweed field survey methods, protocols, and a timeline for conducting the work. The draft work plan will be reviewed by the CATR and IR, who 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 15 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. The work plan must be approved by the IR and CATR prior to initiation of work on the installation.
  - c. Draft and Final Annual Habitat Survey Report. The draft Annual report shall be submitted no later than 15 July, 2020. The report shall be in scientific format and include the following: 1) Title page showing title, date, cooperative agreement number, Installation Representative and Cooperative Agreement Technical Representative contact information; 2) Sub-title page showing title, prepared by and for listings, date and recommended citation; 3) Table of contents; 4) Abstract or Executive Summary; 5) Introduction; 6) Methods; 7) Results; 8) Discussion; 9) Conclusions (to include synthesis with previous work and recommendations for future study). Please see Attachment B for report format.
  - d. Specific information contained in the Habitat Survey report shall include, but not be limited to, the following:
    - (1) A map designating transect locations with respect to the “restoration polygons” identified in the DFSP, San Pedro Integrated Natural Resources Management Plan.
    - (2) Digital photographs documenting all aspects of survey work, including photographs of each transect.
    - (3) A list of all rare plant species observed.
    - (4) Discussion of restoration areas and suitability of habitat for PVB and CAGN.
    - (5) A comparison, including all known data, of PVB habitat suitability relative to each transect.
    - (6) Discussion of any trends observed, as well as possible explanations, especially as it relates to the long-term survival of the PVB on DFSP, San Pedro.
3. Deliverable Specifics
- a. All Final Reports shall be submitted within 30 days of receipt of Government comment. The government will have a 60 day review period from receipt of the Draft Reports to comment. The Final Reports shall be submitted within 30 days of receipt of Government comments. If necessary the government will have a 30 day review period from receipt of final reports (with comments incorporated) for government review of documents to ensure comments were adequately addressed. If review and acceptance by government is not completed within the 30 day review period, constructive acceptance will be deemed to have occurred and final deliverables can be submitted.
  - b. The Recipient shall provide all required draft reports as electronic files, either as email attachments, sent to the CATR on CD, or downloadable via FTP site. The Recipient shall provide six (6) bound copies of the final deliverables, each with an associated CD containing the report, maps, photographs and any pertinent supplemental information.
  - c. 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:
    - there are typographical errors, spelling, or grammar mistakes; or

- results and discussion are not tied directly and continually to natural resource management concerns of the installation; or
  - the document is not organized in a manner that flows well; or
  - the document does not provide appropriate context, background, literature review, and comparison to other relevant studies, locations, and similar species.
  - The appropriate style guide is not adhered to (in most cases this is the JWM or CSE).
- d. 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.
- e. 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.
- f. Data. All raw data, data sheets and electronic databases (including GIS data) shall be submitted as appendices or supplemental information with the draft Annual Report. If too large to be included with the other draft submittals, the Electronic databases shall be submitted on a labeled CD-ROM. The final versions of these databases will be included on the CD-ROM's attached to the final reports.
- g. 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 0405, 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.
- h. Photographs

The Recipient will document and record pertinent aspects of the work using color digital imagery. The Recipient will provide camera and all necessary equipment. Photographs of activities documented shall be included as an appendix on 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.

## **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 the Defense Logistics Agency on behalf of the Defense Fuels Region - West."

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 handling equipment, e.g. crane, forklifts, and hoists
- well drilling and/or well pump repair or replacement
- construction, demolition, or repair of site improvements
- work within 10 ten feet of high voltage lines, or high pressure gas, steam, or water lines

A Site Safety and Health Plan (SSHP) is also required if the work involves potential exposure to hazardous, toxic or radioactive waste (HTRW). The minimum requirement for the SSHP is in Section 33 of the EM 385-1-1. Include an Activity Hazard Analysis (AHA) for all tasks reasonably anticipated to be performed as part of this scope of work. Format and instructions for the AHA is in section 1 of the EM 385-1-1. As a minimum, references used to develop the APP, SSHP and AHA are: EM 385-1-1 (or latest addition), and Local Activity safety plans and standard operating procedures. When developing the APP, SSHP and AHA, address all sections that are deemed appropriate for performing the work in this CA, while ensuring a safe work environment for all personnel involved. The draft APP, SSHP and AHA have to be reviewed by the Government Designated Authorities (SW EV Safety Office, CATR, ROICC/FEAD) prior to start of field work activities.

NOTE: AHA is an attachment required by the APP. SSHP is also an attachment required by the APP if a project includes potential exposure to HTRW. Government PM should verify with the SW EV Safety Office prior to directing the recipient to prepare a SSHP.

The APP, SSHP and AHA will provide a safe and healthful environment for all personnel involved as well as personnel working near the sites for the 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 SSHA 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 A hereof. Recipient shall also provide a copy of the exempting statute cited in support of its claim of self-insurance pursuant to Section 2 of Attachment A to this Cooperative Agreement. (The self-insurance clause is applicable only to appropriate state and local governments and qualifying institutions of higher education who provide evidence of a self-insurance program in accordance with this Section and Attachment A, Section 2.)

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

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

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

6. In the event that any item or part of the premises or facilities shall require repair, rebuilding, or replacement resulting from loss or damage, the risk of which is assumed under this Section O, the Recipient shall promptly give notice thereof to the Government and, to the extent of its liability as provided in this Section O, shall, upon demand, either compensate the Government for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the Government may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the Recipient for such loss or damage under this Section O, the Recipient shall effect such repair, rebuilding, or replacement if required so to do by the Government, and such excess of cost shall be reimbursed to the Recipient by the Government. In the event the Recipient shall have effected any repair, rebuilding, or replacement which the Recipient is required to effect pursuant to this Section O, the Government shall direct payment to the Recipient of so much of the proceeds of any insurance carried by the Recipient and made available to the Government on account of loss of or damage to any item or part of the premises or facilities as may be necessary to enable the Recipient to effect such repair, rebuilding or replacement. In event the Recipient shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to the Recipient, the Recipient shall promptly refund to the Government the amount of such proceeds.

## **P. PAYMENTS**

1. Partial payments equal to the amount of work accomplished may be made monthly during the field work portion; after submittal of the draft reports; and after receipt of the final reports.
2. The final payment of 15 percent of the Cooperative Agreement overall value shall be paid when the final report and all other submittals listed in Section J have been received and accepted by the CATR.
3. Any requirement for the payment or obligation of funds, under the terms of this Agreement, shall be subject to the availability of appropriated funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 USC §1341 et seq. Nothing in this Agreement shall be construed as implying that Congress will, at a later time, appropriate funds sufficient to meet deficiencies.
4. Payments will be made in accordance with 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 all invoices on WAWF for Advance or Reimbursement	Contemporaneous with any invoice submitted on WAWF
Report of Federal Cash Transactions (SF425)	Annual beginning one (1) year after award of the Cooperative Agreement	Annually
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.fsr.gov> for each first-tier subcontract:

- (a) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has one.
- (b) Name of the subcontractor.
- (c) Amount of the subcontract award.
- (d) Date of the subcontract award.
- (e) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

- (f) Subcontract number (the subcontract number assigned by the Contractor).
- (g) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (h) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (i) The prime contract number, and order number if applicable.
- (j) Awarding agency name and code.
- (k) Funding agency name and code.
- (l) Government contracting office code.
- (m) Treasury account symbol (TAS) as reported in FPDS.
- (n) The applicable North American Industry Classification System (NAICS) code.

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

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

Unless otherwise directed by the Contracting Officer, by the end of the month following the month of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at <http://www.fsr.gov>, if

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

If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards. Likewise, if a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards to that subcontractor.

## **R. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE OR EQUIPMENT (2 CFR § 200.216)**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

## **S. SUBMISSION OF GRANTS VOUCHERS**

(a) *Payment Requests.* Cooperators shall use Wide Area Work Flow (WAWF) to submit payment requests in the form of a grants voucher.

(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports.

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

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

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

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

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

(f) *WAWF payment instructions.* The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this cooperative agreement:

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

(2) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	<b>N68732</b>
Select Document to Create	<b>Grants Voucher</b>
Issue By DoDAAC	<b>N62473</b>
Admin DoDAAC	<b>N62473</b>
Grant Approver/Extension	<b>N62473/ECOMP</b>

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

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

[NAVFAC\\_SW\\_ECOMP\\_inspector@navy.mil](mailto:NAVFAC_SW_ECOMP_inspector@navy.mil)

[Robert.e.lovich.civ@us.navy.mil](mailto:Robert.e.lovich.civ@us.navy.mil)

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

**END.**

**ATTACHMENT A**

**SELF-INSURANCE REQUIREMENTS FORM**

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

**1. PUBLIC LIABILITY AND PROPERTY DAMAGE**

a. Required minimum amounts of insurance listed below:

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

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

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

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

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

- Provide evidence of Excess Liability Insurance in the amount necessary to meet or exceed the minimum requirements in Item #1 above.
- The following endorsements are required for Excess Liability insurance policies:
  - a. "The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."
  - b. "The Commanding Officer, Naval Facilities Engineering 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 Defense Fuel Support Point, San Pedro under this Cooperative Agreement, No. N62473-24-2-0003."

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

**ATTACHMENT A (Continued)**  
**NON SELF-INSURED REQUIREMENTS FORM**

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

**1. PUBLIC LIABILITY AND PROPERTY DAMAGE**

a. Required minimum amounts of insurance listed below:

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

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

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

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

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

d. "This insurance certificate is for use of facilities at Defense Fuel Support Point, San Pedro under this Cooperative Agreement, No. N62473-24-2-0003."

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:
  - (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  $\leq$  \$5000 purchased under this Agreement. The Recipient's property management standards for equipment acquired with Federal funds and federally-owned property shall include all of the following:
    1. Records for equipment and federally-owned property shall be maintained accurately and shall include the following information:
      - a. A description of the equipment or federally-owned property.
      - b. Manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.
      - c. Source of the equipment or federally-owned property, including the award number.
      - d. Whether title vests in the recipient or the Federal Government.
      - e. Acquisition date (or date received, if the property was furnished by the Federal Government) and cost.
      - f. Information from which one can calculate the percentage of Federal participation in the cost of the equipment (not applicable to property furnished by the Federal Government).
      - g. Location and condition of the equipment or federally-owned property and the date the information was reported.

- h. Unit acquisition cost.
- i. Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Recipient compensates the DoD Component that made the award for its share.

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

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

- (a) An electronic copy of the report (text, tables and figures, not to include color photos or figures submitted in ARCVIEW) shall be submitted with the final report in a format readable by Microsoft Word.
- (b) All databases containing raw data and all associated electronic data summary and analytical files shall be formatted in Excel, Word, Dbase IV, or any compatible Microsoft database software. Microsoft ACCESS files shall include all queries, reports, tables etc.
- (c) All electronic source files for tables and figures shall be labeled and submitted.
- (d) Electronic versions of all appendices printed in the FAR in formats readable by Microsoft Word or Excel.
- (e) Electronic copies of all GIS coverages developed as part of this Agreement shall be submitted with the final report. These coverages shall be compatible with the existing GIS and readable in ARCVIEW 3.2.